(And Health Research Inc.)

Request for Proposals

RFP # - C043113

AIDS Intervention Management System (AIMS)

Issued: September 16, 2026

PERMISSIBLE SUBJECT MATTER CONTACT:

Pursuant to State Finance Law § 139-j(3)(a), the New York State Department of Health (hereinafter referred to as the "**Department")** identifies the following allowable person to contact for communications related to the submission of written bids, written questions, pre-bid questions, and debriefings.

Michele Kerwin
New York State Department of Health
AIDS Institute, Office of Administration and Contract Management
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DESIGNATED CONTACT:

Pursuant to State Finance Law §§ 139-j and 139-k, the Department identifies the following designated person to whom all communications attempting to influence the Department's conduct or decision regarding this procurement must be made.

Ryan VanDerVoort
Bureau of Contracts
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1.0 CALENDAR OF EVENTS

RFP C043113 – AIDS Intervention Management System (AIMS)	
EVENT	**DATE**
Issuance of Request for Proposals	September 16, 2026
Deadline for Submission of Written Questions	September 30, 2026 at **4:00 p.m. ET**
Responses to Written Questions Posted by the Department	**On or About** October 14, 2026
Deadline for Submission of Proposals	November 5, 2026 **4:00 p.m. ET**
Anticipated Contract Start Date	3/1/2027

2.0 OVERVIEW

Through this Request for Proposals ("RFP"), the Department and Health Research, Inc. (HRI) is seeking competitive proposals from qualified organizations to conduct quality of care reviews, program evaluations, focused clinical studies, and quality improvement activities for health-related services provided to individuals enrolled in New York State's Medicaid program and to all people living with HIV/AIDS (PLWHA), within the purview of the AIDS Intervention Management System (AIMS) program as further detailed in Section 4.0 (Scope of Work). It is the intent of the Department to award one (1) State contract and one (1) HRI contract from this procurement.

The purpose of this RFP is to select one contractor to assist both the Department and HRI with AIMS program activities according to the standards and protocols detailed in this procurement. HRI is a not-for-profit corporation affiliated with the Department whose mission is to independently assist the Department and to build a healthier future for New York State and beyond through the delivery of funding and program support to further public health and research programs. It is the intent of the Department to enter into contracts with one (1) bidder selected as a result of this RFP.

2.1 Introductory Background

The Department is the lead state agency for New York State's Medicaid program and is responsible for Medicaid managed care organizations (MCOs), HIV Special Needs Plans (SNPs), managed long-term care plans (MLTCs), and Medicaid fee-for-service (FFS). Medicaid populations under the purview of the AIMS program include, but are not limited to, individuals with or at risk of acquiring HIV/AIDS, hepatitis C (HCV), and/or sexually transmitted infections (STIs). The AIMS program was established to fulfill mandates from the federal and state laws and requirements detailed below.

Federal law, Title XIX of the Social Security Act, requires states to review the appropriateness of care provided to recipients in the Medical Assistance program. State law, Section 2803(d) of the Public Health Law, provides authorization for the Commissioner of Health to review the appropriateness and necessity of health care services provided to Medical Assistance program recipients as well as the review of payments made to hospitals through the Medicaid program.

Public Health requirement NYCRR 504.3(a) describes the duties of the provider related to maintenance of records to receive payment and the need to provide records and information upon request of the Department. Section 365 of the NYS Social Services Law outlines the "character and adequacy of assistance" regarding "Medical Assistance" and payment of medically necessary care by qualified providers.

Federal legislation regarding Medical Assistance review activities includes the Federal Peer Improvement Act, which requires appropriateness of reviews, and the Omnibus Reconciliation Act of 1986, Public Health Law 99-509, Section 9431. The Peer Improvement Act provides states with alternative mechanisms for implementing review activities: contracting with federally designated Quality Improvement Organization (QIO) or QIO-like organizations (subject to 75% federal financial participation) or conducting reviews themselves through a contract with an identified medical review organization (subject to 50% federal financial participation).

For more information regarding QIO and QIO-like entities please visit the Centers for Medicare & Medicaid Services (CMS) website at https://www.cms.gov/.

Other helpful CMS links:

https://www.cms.gov/medicare/quality/quality-improvement-organizations

https://www.cms.gov/becoming-qio-entity

http://www.cms.gov/files/document/qin-qio-directory.pdf

https://www.cms.gov/files/document/qio-entity-certification-list-june-2024.pdf

2.2 Important Information

The Bidder **must** review, and is requested to have its legal counsel review, Attachment 8, the DOH Agreement (Standard Contract), as the successful Bidder must be willing to enter into the Contract awarded pursuant to this RFP in the terms of Attachment 8, **subject only to any amendments to the Standard Contract agreed by the Department during the Question and Answer Phase of this RFP** (see, Section 5.2). Please note that this RFP and the awarded Bidder's Bid will become part of the Contract as Appendix B and C, respectively.

It should be noted that Appendix A of Attachment 8, "Standard Clauses for New York State Contracts", contains important information, terms and conditions related to the Contract to be entered into as a result of this RFP and **will be incorporated, without change or amendment**, into the Contract entered into between the Department and the successful Bidder. By submitting a response to this RFP, the Bidder agrees to comply with all the provisions of the Contract, including all of the provisions of Appendix A.

Note, Attachment 7**,** the Bidder's Certified Statements, **must** be submitted by each Bidder and includes a statement that the Bidder accepts, **without any added conditions, qualifications or exceptions,** the contract terms and conditions contained in this RFP including any exhibits and attachments, including, without limitation, Attachment 8. It also includes a statement that the Bidder acknowledges that, should any alternative proposals or extraneous terms be submitted with its Bid, such alternate proposals or extraneous terms will not be evaluated by the Department.

Any qualifications or exceptions proposed by a Bidder to this RFP should be submitted in writing using the process set forth in Section 5.2 (Questions) prior to the deadline for submission of written questions indicated in Section 1.0 (Calendar of Events). Any such qualifications or exceptions that are not proposed prior to the deadline for the submission of written questions will not be considered by the Department after contract award. Any amendments the Department makes to the RFP as a result of questions and answers will be publicized on the Department's web site and will be available and applicable to all Bidders equally.

In addition to State funds, a portion of the award made as a result of this RFP may be supported by

federal funds administered by Health Research, Inc. (HRI). As a result, there may be more than one contract awarded to the winning bidder based on funding streams. Contracts awarded using federal/HRI funds will be issued by HRI, and will utilize contract language provided in **Attachment G**.

The Contractor must maintain an active registration in the System for Award Management (SAM) at SAM.gov, have no exclusions or delinquent federal debt.

2.3 Term of the Agreement

The term of the Contracts that will be entered into pursuant to this RFP between the Department, Health Research, Inc. and the successful Bidder is expected to be for a period of five (5) years commencing on the date shown on the Calendar of Events in Section 1.0, subject to the availability of sufficient funding, successful Contractor performance, and approvals from the New York State Attorney General (AG), and the Office of the State Comptroller (OSC).

3.0 BIDDERS' QUALIFICATIONS TO PROPOSE

3.1 Minimum Qualifications

The Department will only accept bid proposals from bidders who meet all minimum requirements.

- The bidder must be designated by the Centers for Medicare and Medicaid Services (CMS) as a Quality Improvement Organization (QIO) for NYS or approved for NYS on the list of Certified QIO-like organizations as of the proposal submission date listed on page 1 of this RFP.
- The bidder cannot be a NYS health care facility, an association of health care facilities conducting business in NYS, or an affiliate* of a NYS health care facility; and
- Consistent with federal regulations 42 CFR 438.354 regarding standards of independence, the bidder must attest that they are independent from the state Medicaid program and from any Medicaid Managed Care organization (MCO) they would be required to review. Such attestation must be included in your organization's Technical Proposal.

*Affiliate is defined as an independent or partially integrated entity that has a formal business, professional, or contractual relationship with the main facility.

Experience acquired concurrently is considered acceptable.

For the purposes of this RFP, a "prime contractor" is defined as one who has the contract with the owner of a project or job and has full responsibility for its completion. A prime contractor undertakes to perform a complete contract and may employ (and manage) one or more subcontractors to carry out specific parts of the contract.

Failure to meet these Minimum Qualifications will result in a proposal being found non-responsive and eliminated from consideration.

4.0 SCOPE OF WORK

This Section describes the services that are required to be provided by the selected bidder. The selected bidder must be able to provide all of these services throughout the contract term.

PLEASE NOTE: Bidders will be requested to provide responses that address all of the requirements of this RFP as part of its Technical Proposal.

The terms "bidders", "vendors" and "proposers" are also used interchangeably. For purposes of this RFP, the use of the terms "shall", "must" and "will" are used interchangeably when describing the Contractor's/Bidder's duties.

It is a priority of the Department to ensure individuals with or at risk of acquiring HIV/AIDS, hepatitis C (HCV), and/or sexually transmitted infections (STIs) have access to quality health care and achieve equity in health status. In 2014, New York State became the first jurisdiction to launch a statewide initiative to end AIDS by reducing the number of persons living with HIV for the first time since effective HIV treatment became available. Ending the Epidemic (ETE) in New York State will maximize the availability of lifesaving, transmission-interrupting treatment for HIV, improving the health and lifespan of New Yorkers. As persons retained in successful treatment who have achieved, and maintained viral suppression are effectively not able to sexually transmit the virus, the provision of appropriate medical care for persons living with diagnosed HIV to achieve and maintain viral suppression is a key feature of the ETE initiative.

4.1 Tasks/Deliverables

The Contractor shall complete all activities as described in the following subsections. Some projects will not be conducted every year. In addition, it is possible that, over the five-year contract period, changes in the health care system and emerging health issues may require modifications to the work required and/or populations reviewed. The AIMS program will collaborate with the contractor each contract year to finalize review activities based on changing needs and priorities.

The Contractor will be required to work collaboratively with the Department, Medicaid managed care organizations (MCOs), and providers including, but not limited to primary care providers, AIDS Adult Day Health Care (AADHC), and Health Homes when completing the tasks as outlined in Parts A, B, C, and D.

All materials and methodologies must be approved by the AIMS program prior to implementation. The Contractor will be expected to attend meetings with AIMS program staff, as detailed in the scope of work. The Contractor shall follow nationally accepted medical criteria as directed by the AIMS program and approved review partners, for all contracted reviews such as the continuously updated guidance for cases of HIV, HCV, STIs, and other areas reviewed in the RFP.

The Contractor will be monitored and evaluated by the Department throughout the five-year contract at minimum on an annual or as needed to assess the quality and timeliness of deliverables, ability to implement a cost-effective system, and personnel management for conducting the activities set forth in this RFP. The Contractor will also be evaluated in the following areas:

- Ability to collaborate with the Department and the AIMS program through timely communication defined as bi-weekly email, coordination, and at a minimum of monthly face-to-face/virtual meetings;
- The execution of the review process as outlined in the scope of work; with incorporation of feedback as agreed upon between the Department and the Contractor;
- Ensuring assessment of a representative sample, quality, and timeliness of the review findings and deliverables including but not limited to summary documents, and raw data;
- The accuracy and complete conveyance of review findings, delivered in accordance with the modality and timeframes determined by the Department, as well as agreed upon between the Department and the Contractor;
- Secure and safe maintenance of Medicaid data in accordance with State and Federal law; quality assurance and improvement throughout each review process including but not limited to tool development, evaluator training, chart reviews, data analysis, and data reporting.

The Department and AIMS program will monitor contractor performance through a variety of methods, including the reporting processes outlined in Section 4.3. In the event the Department and AIMS program determine that the Contractor's performance is unsatisfactory, the Contractor may be placed on corrective action which may include a performance improvement plan to address deficiencies.

4.1.A. Quality of Care Reviews

At the direction of the Department, the Contractor will conduct quality of care reviews, program evaluations, focused clinical studies, and quality improvement activities for health-related services provided to individuals enrolled in the NYS Medicaid program within the purview of the AIMS program, including persons living with or at risk of acquiring HIV, HCV, and/or other STIs at sites of care designated by the Department, including, but not limited to: acute, long term, ambulatory, and correctional settings throughout NYS. Ambulatory care, commonly known as outpatient care, refers to medical services that do not require an overnight hospital stay. Such activities will assist the Department in ensuring health-related services provided to individuals enrolled in the state's Medicaid program and all people living with HIV/AIDS, within the purview of the AIMS program, are appropriate, necessary, and equitable.

The Contractor will perform record reviews, conducted in accordance with clinical practice guidelines established by the Department. They will identify and summarize issues and concerns related to the care and treatment provided to populations under the purview of the AIMS program. The Contractor's work will involve services provided to the Medicaid population, whereas at least 55% of the individual records reviewed must involve a Medicaid recipient. The Department will be responsible for follow-up with providers regarding review results and summaries that indicate a need for improvement.

The Contractor will be required to obtain and review related documents including but not limited to medical charts, case management records and/or policy and procedure documents, and (when necessary) provide technical assistance on the document submission process. It is standard that documentation be provided or submitted through electronic secure file transfer protocols, or through the provision of remote access to electronic records. Some review sites include primary care provider sites, which may require the applicant to invest additional support staff time and administrative activities to collect data/records. For each quality-of-care review, the Department will work with the Contractor to identify a list of sites of care that will be required to provide medical charts for review.

Quality of care review activities are conducted remotely, unless otherwise specified, and must meet Health Insurance Portability and Accountability Act (HIPAA) requirements and comply with the laws and regulations of the United States Codified in 42 CFR Part 2 (the Federal Confidentiality Law), Chapter 584 of the laws of the State of New York (the New York State HIV Confidentiality Law), and the applicable portions of the New York State Department of Health Regulation Part 63 (AIDS Testing and the Confidentiality of HIV Related Information).

The AIMS program will work with the Contractor to develop an annual work plan to specify medical charts, case management charts and/or policy documentation for reviews. The Contractor will be responsible for outreach to identified health care providers per specified contact information provided by the Department and will relay any conflicts or concerns in obtaining records to the AIMS program.

4.1.A.i Ambulatory Care Reviews

At the direction of the Department, the Contractor shall conduct quality of care reviews for services provided to individuals with or at risk of acquiring HIV/AIDS, HCV, and/or STIs at hospital outpatient departments and primary care provider sites. Ambulatory care refers to medical services that do not require an overnight hospital stay. The actual number of review tools required is determined between the Department and the Contractor during the planning period for each review. The Contractor will be responsible for developing and applying an agreed upon sampling method for medical record selection, collecting and compiling data, and preparing reports that describe the performance of each provider reviewed. Data and reports will be submitted to the AIMS program by deadlines determined by the Department and the Contractor.

Reviews could include, but are not limited to, the following topic areas:

- Hepatitis C (HCV) Infection: HCV infection is the leading cause of serious liver disease in the United States. Untreated HCV can lead to cirrhosis, liver cancer, and/or liver transplantation. Numerous statewide policy updates approved through the Department and Governor's budget offices have been implemented as of May 2024. It is required that HCV screening tests be ordered for all pregnant

persons during each pregnancy. If the HCV screening test is reactive, an HCV ribonucleic acid (RNA) test is performed on the same specimen, or a second specimen collected at the same time. All pregnant persons with a detectable HCV RNA test receive follow-up care. HCV test results are recorded in the pregnant person's medical record at or before the time of hospital admission for delivery. Quality and program evaluation reviews are essential pieces to monitoring progress towards HCV elimination and health policy implementation.

- HIV Testing: The goal of identifying persons with HIV who remain undiagnosed and linking them to health care is a pivotal piece of the Ending the Epidemic (ETE) Blueprint Recommendations. Reviews may be conducted to assess HIV testing practices as part of routine medical care.

- Post-Exposure Prophylaxis (PEP): PEP is a medicine that an individual can take if they are HIV negative and believe they may have been exposed to HIV and/or STIs. PEP needs to be taken as soon as possible after exposure, ideally within two (2) hours. The sooner PEP is taken, the more likely it is to stop HIV or sexually transmitted infections. Reviews may be conducted to assess PEP prescribing practices and adherence to recommended clinical guidelines, including specific assessment of Doxycycline post-exposure prophylaxis (doxy PEP) to prevent bacterial sexually transmitted infections.

- Pre-Exposure Prophylaxis (PrEP): PrEP is a medicine that reduces the risk of HIV acquisition in sexually active males and females. PrEP is one piece of a comprehensive plan to reduce the risk of HIV. Reviews will be conducted to assess PrEP prescribing practices and adherence to clinical guidelines including Sexually Transmitted Infection testing. In 2022, long acting injectables for PrEP became recognized as the preferred regimen, but not all clinical settings are prepared to administer via this method.

- Congenital Syphilis: Rates of primary and secondary syphilis continue to rise. All pregnant persons should be screened for syphilis at the time pregnancy is first identified, during the third trimester, and again upon delivery. Sexual health should be a part of routine prenatal care, regardless of the outcome of the first syphilis test. Reviews may be conducted on prenatal syphilis testing practices as part of routine medical care.

- Sexually Transmitted Infection (STI) Testing Practices: Over 167,000 cases of chlamydia, gonorrhea, and syphilis were newly diagnosed in New York State in 2023 with all rates increasing each year. An important part of STI prevention is screening and treatment with a recommended regimen. It is anticipated that a review may analyze many aspects of STIs including adhering to the recommended screening and treatment regimens.

- Emerging Health Issues: As New York State continues to expand its vision to End the Epidemic beyond 2025, it is expected that health system changes and emerging health issues will drive other reviews over the five-year contract period. Reviews will be determined by the Department of Health’s mission “to protect and promote health and well-being for all, building on a foundation of health equity.”

4.1.A.ii. Department of Corrections and Community Supervision (DOCCS) Reviews

Section 206 of the State Public Health Law mandates the Department to review policies and practices in facilities operated by DOCCS as well as county and local jail facilities. DOCCS and jail systems are required to apply the standards of HIV/AIDS, HCV, and COVID-19 care as set forth by the Department. DOCCS reviews will include the following:

- State Facility Reviews: Each year of the contract, the Contractor will assess a different “hub” or regional grouping of prisons. There are approximately 42 DOCCS facilities distributed across eight (8) hubs. This may change based on facility closures that take place with New York State gubernatorial approval

during this RFP contract period. The number of patients involved will vary based on the group of prisons selected because the prison population is constantly changing. All DOCCS reviews occur on-site, until an electronic medical record can be established and inclusive of all medical data. The Contractor will be required to deploy staff to the assigned hub each year to review approximately 300 to 1,000 medical charts. The number of records may change from year to year during the RFP period. The Contractor is expected to adapt to meet the needs of this review per updated policy guidelines in collaboration with the Department.

- County/Local Jail Reviews: Oversight responsibility of county and local jails varies throughout the State. Policy reviews will be conducted to assess compliance with NYS Public Health Law and the HIV/AIDS and HCV care standards set forth by the NYS Department of Health. The Contractor will also review medical records to assess the quality of care provided by the county/local jails. County/local jail reviews typically occur remotely. Two jail system reviews occurred during the last five-year contract.

4.1.A.iii. Maternal-Pediatric HIV Prevention and Care Program (MPPC) Reviews

At the direction of the Department, the Contractor will conduct an MPPC evaluation review of the services and resources rendered to HIV positive mothers and their HIV-exposed newborns to monitor prevention of perinatal transmission of HIV and additional STIs based on current clinical need and viral trends. The Contractor may conduct chart reviews to validate the New York State third trimester HIV testing rate against data collected from the Department's Newborn Screening Program. Maternal medical record progress notes may be reviewed for documentation of sexual partner(s), HIV and/or additional sexually transmitted infection status and/or if the partner was tested or referred for HIV or sexually transmitted infection testing. Postpartum appointment scheduling (completion) and viral load testing (status) at the time of appointment may be assessed. A review assessing completion of appointment scheduling and/or viral load testing status captures the timeframe between initiation of antiretrovirals (ARVs) and achievement of viral load suppression, as applicable when assessing HIV diagnoses.

The reviews scope may include medical records from four (4) levels of care: prenatal, intrapartum/postpartum, newborn, and pediatric. The Contractor must locate, track, and solicit charts applicable to each level of care for every Department identified maternal-infant dyad. Each medical record selected for the MPPC review is assessed using the tool designed for that level of care. The tools are developed in collaboration with the Department to reflect current standards of care, applicable state laws and regulations, social determinants of health, and to collect descriptive data on characteristics of and care provided to the individual cases reviewed. The Department will provide case identification information to the Contractor. Please refer to section 4.1.E of the RFP for further information on review tool and data management requirements for the AIMS program.

4.1.A.iv. Focused Clinical Studies

The focused clinical studies will look at aspects of care and outcomes for individuals with, or at risk of acquiring HIV, HCV, and/or STIs. The Contractor will work cooperatively with the Department during the five-year contract period in designing and conducting such focused clinical studies. The purpose of all studies is to obtain valid information that will enable the Department to make an assessment regarding quality of care and collectively develop an effective process to improve care in identified areas. Focused clinical studies will involve retrospective medical record and/or care management record reviews, data collection activities, review of administrative data systems, and analysis. Focused clinical studies evaluate health service delivery issues such as coordination, continuity, access, and availability of needed services.

Simple focused clinical studies require the request and review of records from only one provider or organization. Complex focused clinical studies involve a higher quantity of data abstracted, multi-indicator comparison, and complexity of reporting. A complex focused clinical study requires the contractor to request

and review records from more than one provider or organization. Billing for focused clinical studies occurs based on the number of individual records reviewed regardless of the frequency of record access once records are sent. Clinical focused studies are typically conducted remotely. The Department will define the specific aim of a focused clinical study, the stated goal(s), sample methodology, intended use of the data, type of data to be collected, the tools and guidelines to be used, and the statistical tests to be performed on the data.

Focused clinical studies could include, but are not limited to, the following topic areas:

- Viral Load Suppression: As of 2024, approximately 9,600 HIV-infected persons who are receiving care are not maintaining viral load suppression. Viral load suppression is not only important for the health of people with HIV, but because persons with suppressed viral loads cannot transmit HIV to their sexual partners, suppression is also important for public health. It is anticipated that a study to identify causes and a range of solutions to this issue may be pursued.

- HIV/AIDS and Aging: New York State is home to more than 100,000 PLWHA; with 33% of those individuals being over the age of 60. Many of these individuals are older adults who have complicated health due to comorbidities, behavioral health, and long-term care needs. A study which examines the various aspects of HIV/AIDS and aging is anticipated.

- HIV/AIDS Mortality: To understand the primary and contributory factors of mortality among people living with HIV/AIDS, it is necessary to analyze existing data and review clinical records to better understand the factors leading to death. This information may inform development of quality measures that address the common preventable causes of death.

- Health Homes and Health Homes Serving Children: People living with HIV/AIDS who are high utilizers of Medicaid-funded services may be enrolled in a Health Home to better manage and coordinate their care. The Department may require an assessment of the impact of Health Home participation by adults and/or children living with HIV/AIDS on cost and outcomes of their care as a review.

- AIDS Adult Day Health Care (AADHC): People living with HIV/AIDS may receive services from an AADHC. The AADHCs are listed as Home and Community Based Services (HCBS) providers. The Department may require an assessment of the impact of AADHC participation by adults living with HIV/AIDS on cost and outcomes of services provided, as a review.

- Drug User Health: Drug use is associated with several unique health risks and people who use drugs are less likely to access health care on a regular basis. Drug user health encompasses many different areas including Medication Assisted Treatment (MAT), buprenorphine prescribing, methadone treatment, opioid overdose prevention, linkage and navigation services – including telehealth services, environmental services, and community-based services, and patient-centered, culturally competent care. A study which examines the various aspects of drug user health is anticipated.

- Congenital Syphilis: Rates of primary and secondary syphilis continue to rise. All pregnant persons should be screened for syphilis at the time pregnancy is first identified, during the third trimester, and again upon delivery. Sexual health should be a part of routine prenatal care, regardless of the outcome of the first syphilis test. Reviews may be conducted on prenatal syphilis testing practices as part of routine medical care.

- Sexually Transmitted Infection (STI) Testing Practices: Newly diagnosed cases of chlamydia, gonorrhea, and syphilis in New York State can fluctuate annually, depending on several factors. An important part of STI prevention is screening and treatment with a recommended regimen. It is anticipated that a review may analyze many aspects of STIs including adhering to the recommended

screening and treatment regimens.

- Expedited Partner Treatment (EPT): EPT allows health care providers to provide a patient's sexual partner(s) with either antibiotics or a written prescription. EPT is a strategy that can serve as an alternative to referring sexual partner(s) for clinical examination when they are unable, unlikely, or unwilling to seek care.

- Emerging Health Issues: As NYS continues to expand its vision to End the Epidemic beyond 2030, it is expected that health system changes and emerging health issues related to changes at the federal and state level, will drive other reviews over the five-year contract period resulting from this RFP. Reviews will be an essential piece to monitoring such changes.

- Health Equity: Health disparities are differences in the rates of disease and health status among groups of people. Individuals with or at risk of acquiring HIV/AIDS, HCV, and/or STIs are often profoundly affected by health disparities. Health disparities are driven by social determinants of health which are defined as the conditions in which people are born, live, learn, grow, work, and age. The ability to secure employment and good working conditions; quality education; safe neighborhoods and housing; access to healthy and nutritious food; access to social support networks; and quality health care services directly impacts risks of health conditions and outcomes, especially for individuals with or at risk of acquiring HIV/AIDS, HCV, and/or STIs.

4.1.B. AIMS Managed Care Responsibilities

The Contractor will conduct remote contractual quality and compliance reviews of Medicaid managed care organizations (MCOs) focusing on, but not limited to, these following areas:

4.1.B.i. HIV SNP (Special Needs Plans) Comprehensive Quality of Care Review

The Contractor will conduct administrative and care management/coordination record reviews to verify the following:

- Documentation of eligibility status of HIV SNP enrollees (Section 6.11 of the Medicaid Managed Care/Family Health Plus/HIV Special Needs Plan/Health and Recovery Plan Model Contract hereafter referred to as the MMC Model Contract. The MMC Model Contract can be found through this link: https://www.health.ny.gov/diseases/aids/general/resources/snps/contract.htm - Up to 100% of HIV SNP enrollee files may be reviewed, although, at the direction of the Department's AIDS Institute, sampling may be applied if the enrollment levels exceed available review resources. Additionally, the MMC Model Contract specifies activities HIV SNPs are required to perform for new enrollees, including timely orientation, assignment of primary care provider, and assignment of a case manager (Section 10.34 of the MMC Model Contract).

- Documentation for Medicaid Managed Care (MMC) enrollees living with HIV for completion of comprehensive assessments within required time frames. The Contractor will assess whether social determinants of health and needs identified in the initial assessment, specifically mental health, chemical dependence, and treatment adherence, become part of the person-centered plan of care. These requirements are delineated in the MMC Model Contract, Section 10.34. Additionally, the Contractor will review documentation of MMC ongoing assessment of care management needs and efforts to find and re-engage enrollees who are lost to follow-up. The requirements are delineated in the MMC Model Contract, Section 10.34. These reviews include assessment of the MMC Model Contract's collaboration and coordination with health homes or other programs to which members may be assigned.

4.1.B.ii. Medicaid Managed Care Organizations (MCOs) Comprehensive Quality of Care

The Contractor will conduct administrative and care management/coordination record reviews to verify the following:

- Documentation of eligibility status of enrollees living with HIV (Section 6.11 of the MMC Model Contract). A 10% sample of enrollee files may be reviewed, although, at the direction of the Department's AIDS Institute, alternative sampling may be applied if the enrollment levels exceed available review resources. The MMC Model Contract outlines activities MCOs are required to perform for new enrollees, including timely orientation, assignment of primary care provider, and assignment of a case manager (Section 10.34 of the Medicaid Managed Care Model Contract).

- Documentation for MMC enrollees living with HIV for completion of comprehensive assessments within required time frames. The Contractor will assess whether social determinants of health and needs identified in the initial assessment, specifically mental health, chemical dependence, and treatment adherence, become part of the person-centered plan of care. These requirements are delineated in the MMC Model Contract, Section 10.34. Additionally, the Contractor will review documentation of MMC ongoing assessment of care management needs and efforts to find and re-engage enrollees who are lost to follow-up. The requirements are delineated in the MMC Model Contract, Section 10.34. These reviews include assessment of the Medicaid Managed Care's collaboration and coordination with health homes or other programs to which members may be assigned.

4.1.B.iii. Managed Care Organization (MCO) Ending the Epidemic (ETE) Quality Assurance and/or Policy Evaluation

The Contractor may utilize an annual sample, matching the viral load suppression data submitted to the participating MCO ETE plans, for the following:

- Measure outreach efforts to engage or re-engage virally unsuppressed members, living with HIV, back in care;
- Compare viral load suppression rates of members living with HIV, from the last HIV viral load test prior to initiation of engagement/re-engagement efforts and subsequent HIV viral load tests following implementation of engagement efforts;
- Analyze outreach strategies, linkage to care, and retention in care policies for compliance with the Department's AIDS Institute guidelines; and
- Measure outreach efforts to engage members with an HIV negative or unknown status, in utilization of PrEP.

4.1.C. Policy and Procedure Documentation Reviews

At the discretion of the Department, the Contractor will be required to validate up to 20% of the sample, to confirm accurate and sufficient data response. Policies need to meet current NYS program-specific guidance which includes but is not limited to clinical guideline standards, public health law, and regulatory requirements. It is preferred that policy documentation be sent to the Contractor via electronic system, with PDF uploads accepted in the event electronic system is not accessible. Review topics may include but are not limited to any of the topics outlined in the scope of work of the program evaluation reviews and focused clinical studies sections in this RFP.

4.1.D. Quality Improvement and Technical Assistance

The Contractor will validate up to 20% of the review sample to confirm accurate and sufficient data response. Quality assurance measures to verify a representative sample include:

- Ensuring documentation of any data gaps through detailed written description(s);

- Tracking, monitoring, and ensuring consistency of tool interpretation and data input between at least two evaluators; and
- Verification that sample demographics accurately reflect broader study population trends.

4.1.E. Review Tools and Data Management

The Contractor will be sent finalized tools that are developed by the Department and/or AIMS program review partners. The Contractor must ensure all electronic data collection tools and supporting documentation (including submission of guidance documents) accurately include review tool content approved by the Department. It is anticipated that the Contractor will receive a (1) Clinically Focused tool, (2) Demographics tool, and a (3) Social Determinants of Health tool as relevant for each review. Once the tools are approved by the Department, the Contractor is responsible for electronically adapting review tools into a data collection software and/or program to be referenced during each review period by evaluators.

4.1.E.i. Review Tool Categories

Review tool categories include (1) Clinically Focused tool, (2) Demographics tool, (3) Social Determinants of Health tool and (4) Quality Assurance tool. Every review will have a Clinically Focused tool, a Demographics tool and a Quality Assurance tool. A Social Determinants of Health tool may be used for a review at the discretion of the Department, when relevant. It is expected that each tool will have a cost that is commensurate to its complexity (low, medium, or high). Further details on each review tool category are as follows:

- Demographics Tool (Low Complexity): This tool consolidates all population demographics to a simple chart structure for every review.
- Social Determinants of Health Tool (Medium Complexity): This tool captures population-relevant social health outcomes including but not limited to housing, employment, food security, transportation, education, communication, healthcare system engagement, community and social support.
- Clinically Focused Tool (High Complexity): This tool focuses on health service delivery issues including but not limited to care and/or service coordination, continuity, access, and/or availability.
- Quality Assurance Tool (Low Complexity): This tool captures information as it relates to the Contractor's quality assurance throughout the review process including but not limited to case status information, chart outreach frequency, and gaps in chart documentation. This tool serves as the basis for the accompanying Quality Assurance Review Summary.

4.1.E.ii Electronic Adaptation of Review Tools

Electronic adaptation of the review tools includes programming tools into a data collection software and/or program such as REDCap, Mahalo, Castor (EDC), Medidata Rave, OpenClinica, Oracle Clinical, Zeltea (IBM), and TrialKit. The data collection software and/or program must have the ability to do the following:

- Incorporate data collection information into standard templates
- Incorporate and edit branching logic to track and update data forms throughout the review process
- Relate distinct forms to and between each other, as individual questions from one review tool by trigger responses from a second, third and/or fourth review tool
- Program option of multiple response selections for every tool question
- Program textbox response option as the final response option of any given tool question

4.1.E.iii. Data Collection Based on the Review Tools

The Contractor will accurately input review data into their electronic data collection software and/or program as directed per all associated review tools. During the data collection process, up to 20% of all charts will be validated for quality assurance to establish and monitor for inter-rater reliability (IRR).

The hours associated with any component of the data collection including but not limited to evaluator training, evaluator review of chart, and input of data into the electronic data collection software, will be incorporated into the cost of each chart reviewed and not included in the cost of the review tools. The additional 20% of validated charts will be billed under the quality assurance line within the budget.

4.1.E.iv. Data Analysis

Based on feedback from the Department, the Contractor will be responsible for developing and applying a sampling method for medical record selection, collecting and compiling data, and preparing reports that assess the performance of each healthcare entity and/or documentation reviewed. The Contractor will be responsible for the management of the data collected from each review, as well as data analysis and reporting as outlined in sections 4.1.A, 4.1.B, and 4.1.C of the RFP. Data analysis may include basic descriptive statistics (counts, means, medians, standard deviations) and other statistical tests such as regression analysis, analysis of variance (ANOVA) and Pearson's chi-square. The Department, upon review of data analysis deliverables provided by the Contractor, may request modifications and/or updates based on identified review needs where necessary. Please refer to sections 4.3 and 4.4 of the RFP for further information on data management and reporting requirements for the AIMS program.

Billable hours for data management will include all data analysis tasks outlined in this section. Billable data management hours will not include programming tools via data collection software or data collection processes such as chart counts and/or record of policy documentation page counts.

4.1.F. Review Timelines and Deliverables

Each review type defined in Sections 4.1.A. and 4.1.B. will have a pre-review period, review period, and post-review period as outlined below:

<u>Pre-Review Period (Sections 4.1.A., 4.1.B., and 4.1.E.i – ii.):</u>

- The Department shares the defined review scope and design with the Contractor through a review summary which includes the definition of the study aim, measurement indicators, methodology (including definition of the study population and sampling techniques), data collection, and data analysis and interpretation).
- The Contractor shares digitized tools with the Department and the associated review teams based on the defined review scope.
- The Department and the associated review teams approve the tool format to be utilized by the contractor during the review period in training evaluators and collecting review data.
- The Contractor programs the review tools into their electronic data collection software.
- The Contracted evaluators are trained on the finalized review tool and instructions via established training manuals as reviewed with and agreed to by the Department.
- The Department shares approved electronic letter correspondence to providers and/or healthcare organizations requesting data or medical records with the Contractor.
- The Contractor sends electronic letter correspondence to providers and/or healthcare organizations requesting data or medical records, formally beginning review period.

<u>Review Period (Sections 4.1.A., 4.1.B., 4.1.C., 4.1.D., 4.1.E.iii.):</u>

- The Contractor monitors all documentation associated with the review (i.e. data, medical records and/or policy-related documents) as it is submitted to ensure data compliance and completeness as defined by the Department. If discrepancies are found, the Contractor will work with providers and/or healthcare organizations by providing technical assistance regarding reconciling files, submission process, and

data formats.
- A mid-point review meeting between the Contractor and the Department will be scheduled to address any questions or data gaps identified by evaluators at the review mid-point.
- An end-point review meeting between the Contractor and the Department will be scheduled, to discuss data trends and notes identified by evaluators at the conclusion of the review.
- Additional meetings will be added as needed.

Post-Review Period (Sections 4.1.A., 4.1.B., 4.1.E.iv., and 4.5):

- The Contractor will finalize data management and editing as outlined via specific deliverables requested by the Department contract management and review teams for each review.
- The Contractor will prepare reports as requested by the Department within the timeframe established in the initial contract year workplan with the Contractor and approved by the Department. If reports, data, and/or other deliverables are expected to be sent to the Department after the established timeframe, the Contractor will notify the Department immediately.
- At the request of the Department, the Contractor will transfer the data files to the Department or to a designated organization per approved Data Use Agreement.
- A post-review meeting takes place across the Department and review teams to discuss content of final deliverables upon request.
- The Contractor will comply with any data destruction procedures and processes as required by the Department.

Review Deliverables:

Every review will provide standard deliverables to the Department. These standard deliverables include:

- Sampling Methodology for each review will be provided to the Department with any additional deliverables.
- Narrative summaries/reports of quality assurance methods. Raw Data File (file format confirmed prior to review start date by the Department)
- Comprehensive Data Dictionary, including terms referenced by Contractor and common vocabulary agreed upon by the Contractor and the Department prior to the start of all reviews
- Data Review Summary

Deadlines for reviews will be determined at the start of each contract year when review activities are finalized within the workplan. The specific timeframe for the submission of deliverables will be determined in collaboration with the review partner prior to the initiation of each review. Deliverable data and reports will be submitted to the Department by the deadline determined in that workplan. All review deliverables are expected to be completed by the end of the contract year in which they are scheduled. The Department may request modification, updates, clarification, and/or additional information on the deliverables based on the needs of the review.

4.2 Staffing

4.2.A. General Requirements

In applying for the RFP, the Contractor must submit a staffing plan detailing key staff identified for the contract period in addition to an organizational chart as part of the Technical Proposal. The Contractor must provide this staffing plan within 30 days of the contract start date, and annually thereafter, to be reviewed and approved by the Department. An updated project organizational chart depicting each functional unit of the organization is submitted by the Contractor annually. Job descriptions and résumés of all key staff, minimally the AIMS Director and Project Director, must be provided to the Department within 30 days of the start date, and at the start of each contract year, and upon any change once the contract is in place. The Department reserves the right to interview and approve all key staff.

In the event staff are promoted and/or leave their position(s), the Department reserves the right to interview and approve key incoming staff to new roles. It is expected that the Contractor will notify the Department of internal organizational structure and/or staffing changes within seven (7) days of a position being vacated, a

contract-affiliated staff resigns and/or an interview process is complete for any given applicant to a contract-affiliated vacant position. It is required this notice of personnel change(s) be submitted in writing through an updated staffing plan.

The Contractor must ensure that the AIMS program is adequately staffed with experienced, knowledgeable personnel who can meet all responsibilities outlined in this RFP. The Contractor must provide an adequate number of appropriately trained and qualified individuals to coordinate, manage and perform the tasks and deliverables outlined in this RFP.

At a minimum, the Contractor will provide the following staff. Refer to Section 4.2.B for minimum experience and qualifications of each position:

- AIDS Intervention Management System (AIMS) Program Director: The AIMS Program Director must be 1.0 Full Time Equivalent (FTE) dedicated to and responsible for oversight and operation of the AIMS program, including assuring that the Contractor meets all contractual obligations and that all AIMS activities are completed on time as outlined in the approved Work Plan and to the full satisfaction of the Department.
- Project Directors: The Project Directors are responsible for the oversight of day-to-day activities of the AIMS program, including providing expert consultation on all activities detailed in Section 4.0 of this RFP and serving as the primary liaisons to the Department. The Contractor will provide at least two (2.0) Full Time Equivalent Project Directors to adequately manage the development and implementation of AIMS program reviews and data analysis operations. While the formal titles of Project Directors can vary, between the two Directors, two oversight categories must be addressed and accounted for: Program Management Oversight (i.e., daily activities management, strategic programming oversight, staff oversight) and Program Evaluation (i.e., quality of care oversight, data analytics, quality assurance). It is expected that both Project Directors engage in consistent communication with one another and in providing updates to the Department throughout each review period.
- Clinical Staff Evaluators: The Contractor will provide clinical staff to conduct medical record reviews through training approved by the Department, relying on clinical reasoning to understand review abstraction tools, analyze clinical standards, prepare written summary reports, and conduct data collection. It is expected that clinical staff maintain direct and consistent communication with Project Directors.
- Data and Systems Analysts: The Contractor will provide staffing of Data and Systems Analysts to conduct data validation, data management to ensure complete datasets, data analysis, digital design, development, and administration of web-based review tools, statistical analysis, and technical report writing.

4.2.B. Staff Experience and Qualifications

At a minimum, the Contractor will ensure the staff listed in Section 4.1.A of the RFP meet following experience and qualifications:

- AIMS Program Director - The AIDS Intervention Management System Program Director must possess a minimum of a bachelor's degree in a health and/or health research related field and six years of experience in the direction and/or management of quality-of-care reviews, program evaluations, focused clinical studies, or quality improvement activities in a public health setting. At least three years of experience must have included grant management and/or contract management. The AIMS Program Director must have experience in and knowledge of the continuums of care for HIV/AIDS, hepatitis C (HCV) and/or Sexually Transmitted Infections (STIs), as well as skills necessary to effectively understand health disparities such as critical thinking, clinical experience, and cultural competency. A master's degree in a related field may substitute for one year of experience. A doctoral degree in a related field may substitute for three years of experience.
- Project Directors – The Project Directors must possess a minimum of a bachelor's degree in a related

field and five years of experience in the management of quality-of-care reviews, program evaluations, focused clinical studies, quality improvement, or data management/analysis activities in a public health setting. The project directors must have experience in and knowledge of the continuums of care for HIV/AIDS, HCV and/or STIs, as well as skills necessary to effectively understand health disparities such as critical thinking, clinical experience, and cultural competency. A master's degree in a related field may substitute for one year of experience. A doctoral degree in a related field may substitute for three years of experience.

- Clinical Staff Evaluators - Clinical staff must be comprised of physicians, nurses and/or other licensed health care professionals with experience and training necessary to conduct the required review activities, including staff with demonstrated experience and knowledge of: primary care (family practice, internal medicine, pediatrics, obstetrics/gynecology and/or public health), Medicaid benefits, healthcare policies, data systems and processes, managed care delivery systems, quality assessment and improvement methods, and expertise in research and study design. Clinical staff must hold and maintain a current and valid New York license to practice in their profession. Experience in and knowledge of the continuums of care for HIV/AIDS, HCV, and/or STIs, as well as skills necessary to effectively recognize and record chart components related to health disparities and social determinants of health.
- Data and Systems Analysts - Staff must have a bachelor’s degree in data or computer science, informatics, economics, statistics, mathematics, or a related field, and either: satisfactory completion of a two-year traineeship or two years of experience* in data visualization, and statistical models and data mining tools with demonstrated experience and knowledge to meet the responsibilities listed in Section 4.2.A.

4.2.C. Training

The Contractor will be responsible for training all clinical staff evaluators in understanding the following:

- Department regulations, policies, and procedures regarding Medicaid coverage for hospital, clinic, home health care, and primary care;
- Department clinical guidelines including but not limited to HIV, HCV, STIs, LGBTQIA+ healthcare, and substance use;
- Department training on health equity and other resources available to the Contractor;
- How to conduct medical record reviews and how to abstract information necessary to make a determination from the medical record;
- How to incorporate guidelines and standard practices into review activities;
- How to perform internal quality control monitoring and training to ensure accuracy and consistency in conducting medical reviews;
- Clarifying and defining acronyms and terminology in various healthcare settings to accurately record tool answers;
- How and where to locate information within the chart and what Department approved procedure to follow if information cannot be located within the chart; and
- What information to include outside of the review year all as determined and approved by the Department.

It is the Contractor's responsibility to discuss questions and clarifications that arise from the clinical staff evaluators with the Department before the review period, at the midpoint of a review period, and/or as needed during the review period.

4.3 Reporting

The Contractor will be required to provide written reports to the Department on its activities, as outlined in the Scope of Work, and to document for reimbursement of services/deliverables provided. In addition to the deliverables outlined in section 4.1.F, the Contractor is responsible for submitting the following:

- Written reports by email with corresponding presentation of results to the Department, including

discussion of barriers, challenges, limitations, and next steps pertaining to all review findings;

- Monthly reports as required by the Department, summarizing all core service activities and deliverables completed during the unit of time, as defined within the scope of work. Monthly reports are due to the Department no later than thirty (30) calendar days following the close of the reporting period as agreed to annually during the planning meeting between the Contractor and the Department;
- Annual reports summarizing all core service activities and deliverables completed during the contract year. Annual reports are due to the Department no later than sixty (60) calendar days following the end of the current contract year. Annual reports must include:

    - Executive Summary;
    - Overview and Objectives;
    - Intervention Strategies (methods and criteria);
    - Outcomes (beneficiary and provider outcomes) including clinical performance measures, return on investment (ROI), and qualitative analysis of the program;
    - Data Collection Tools;
    - Resource Materials / Contacts; and
    - Conclusions and Recommendations.

- Participate in bi-weekly scheduled conference calls, and written correspondence by email during weeks without a scheduled conference call and more frequently as needed with Department staff to review expenditures and progress of the Contractor's activities for the period. Bi-weekly conference calls and/or email correspondence dates and frequency can be adjusted at the discretion and approval of the Department; and
- Attend an annual planning meeting, each contract year, virtually and/or face-to-face in Albany, New York to review findings, and report on operations, and plan for the next year in the contract. The use of videoconferencing or phone conferencing systems will be utilized when face-to-face meetings are not possible.

Deadlines and formats for reports will be approved by the Department at the start of each contract year when review activities are finalized during the Annual Planning Meeting. All reports shall be provided in an electronic format acceptable to the Department. The Department reserves the right to request reports be prepared based upon statewide, regional, or provider-specific findings, as needed to meet management information needs.

4.4 Information Technology

The Contractor must maintain computer and data collection system(s), including hardware and software used for the AIDS Intervention Management System program, and employ staff for information system support, programming, and online support. The system must be able to support required tasks related to case selection, reporting, medical record retrieval (including the use of electronic health records), profiling, and analysis as described in this Request For Proposal and attachments. The system must maintain the ability to accept data files in a variety of formats including but not limited to: .csv, .xls, SAS, and equivalent formats.

The Contractor's data processing system must provide for data backup and recovery. Disaster planning for offsite secure storage of files and a plan for offsite operation in case of a building disaster is required. It is expected that the system will operate primarily using administrative data from the Department of Health, such as Medicaid billing and encounter systems, and the results of the Contractor's review determinations. In order to access Medicaid client data, a Data Exchange Application and Agreement (DEAA) with the Department will be required. Medicaid claims will likely compose the universe from which samples of cases are selected.
In order to maintain data security, the Contractor's data processing system should incorporate:

- Staff training;
- Protection of the individual's privacy, including compliance with Health Insurance Portability and Accountability Act requirements;
- Physical security;
- Screening process for employees; and

- Passwords.

The application and all systems and components supporting it, including, but not limited to**,** any forms and databases that include Personal Health, Personal Identification or other New York State information, must comply with all NYS security policies and standards listed at http://its.ny.gov/tables/technologypolicyindex.htm.

4.5 Security

The selected Contractor shall comply with all privacy and security policies and procedures of the Department (https://its.ny.gov/policies) and applicable State and Federal law and administrative guidance with respect to the performance of the Contract. The Contractor is required, if applicable, to execute a number of security and privacy agreements with the Department including a Business Associate Agreement and a Data Use Agreement (DUA) at contract signing.

The Contractor is expected to provide secure and confidential backup, storage and transmission for hard copy and electronically stored information. Under no circumstances will any records be released to any person, agency, or organization without specific written permission of the Department. If any breach or suspected breach of the data or confidentiality occurs, the Department must be notified immediately.

The Contractor is required to maintain and provide to the Department upon request their data confidentiality plans and procedures for meeting security requirements as they relate to the deliverables and services within this RFP.

Contractor will develop and maintain adequate fully trained staff to respond to all stakeholder inquiries while protecting confidentiality and maintaining the security and integrity of all systems. Staff must be trained to understand and observe requirements related to confidentiality and operating guidelines for functions included in this RFP.

The Contractor will comply fully with all current and future updates of the security procedures of the Department as well as with all applicable State and Federal requirements, in performance of the Contract.

The Contractor will comply with DOH Third Party Security Requirements. (Attachment H)

4.6 Transition

The selected Contractor shall comply with all privacy and security policies and procedures of the Department (https://its.ny.gov/policies) and applicable State and Federal law and administrative guidance with respect to the performance of the Contract. The Contractor is required, if applicable, to execute a number of security and privacy agreements with the Department including a Business Associate Agreement (Appendix H) and a Data Use Agreement (DUA) at contract signing.

The Contractor is expected to provide secure and confidential backup, storage and transmission for hard copy and electronically stored information. Under no circumstances will any records be released to any person, agency, or organization without specific written permission of the Department. If any breach or suspected breach of the data or confidentiality occurs, the Department must be notified immediately.

The Contractor is required to maintain and provide to the Department upon request their data confidentiality plans and procedures for meeting security requirements as they relate to the deliverables and services within this RFP.

The Contractor will develop and maintain adequate fully trained staff to respond to all stakeholder inquiries while protecting confidentiality and maintaining the security and integrity of all systems. Staff must be trained to understand and observe requirements related to confidentiality and operating guidelines for functions included in this RFP.

The Contractor will comply fully with all current and future updates of the security procedures of the Department as well as with all applicable State and Federal requirements, in performance of the Contract.

The transition represents a period when the current contract activities performed by the Contractor must be turned over to the Department, another Department agent or successor Contractor during or at the end of the Contract Term.

The Contractor shall ensure that any transition to the Department, Departmental agency or successor Contractor be done in a way that provides the Department with uninterrupted quality record review services. This includes a complete and total transfer of all data, files, reports, and records generated from the inception of the Contract through the end of the Contract to the Department or another Department agent should that be required during or upon expiration of its contract.

The Contractor shall provide technical and business process support as necessary and required by the Department to transition and assume contract requirements to the Department or another Department agent should that be required during or at the end of the Contract.

The Contractor shall manage and maintain the appropriate number of staff to meet all requirements listed in the RFP during the transition. All reporting and record requirements, security standards, and performance standards are still in effect during the transition period.

Contractor is required to develop a work plan and timeline to securely and smoothly transfer any data and records generated from the inception of the Contract through the end of the Contract to the Department or another Department agent should that be required during or upon expiration of its Contract. The plan and documentation must be submitted to the Department no later than four (4) months before the last day of its Contract with the Department or upon request of the Department.

4.7 Payment

Payment of invoices and/or vouchers submitted by the successful Bidder pursuant to the terms of the Contract entered into pursuant to this RFP by the Department shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms will be:

The Contractor shall submit monthly invoices and/or Claim for Payment to the State's designated payment office:

Preferred Method: Email a .pdf copy of your signed Claim for Payment to the Business Service Center (BSC) at: AccountsPayable@ogs.ny.gov and cc to your Contract Manager with a subject field as follows:

Subject: Unit **3450340**; Contract Number **C043113**

Alternate Method: Mail signed, original Claim for Payment at the following U.S. postal address:

NYS Department of Health
Unit ID **3450340**; Contract Number **C043113**
c/o NYS OGS BSC Accounts Payable
Building 5, 5th Floor
1220 Washington Ave.
Albany, NY 12226-1900

Payment for invoices and/or vouchers submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epayments@osc.state.ny.us or by telephone at

518-474-6019. CONTRACTOR acknowledges that it will not receive payment on any invoices and/or vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9 must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at https://www.osc.ny.gov/state-vendors Completed W-9 forms should be submitted to the following address:

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

For HRI contracts, Contractors will be expected to submit voucher claims and reports of expenditures in the manner that HRI requires. Required forms will be provided with the contract package. For HRI Contracts, payments and reporting requirements will be detailed in Exhibit “C” of the final contract.

4.8 Subcontracting

Bidders may not propose the use of a subcontractor.

4.9 Contract Insurance Requirements

Prior to the start of work under the Contract, the Contractor shall procure, at its sole cost and expense, and shall maintain in force at all times during the term of the Contract, insurance of the types and in the amounts set forth in Attachment 8, the New York State Department of Health Contract, Section IV. Contract Insurance Requirements as well as below.

- Professional Liability
- General Liability

4.10 Minority & Women-Owned Business Enterprise (M/WBE) Requirements

Pursuant to New York State Executive Law Article 15-A, the Department recognizes its obligation to promote opportunities for maximum feasible participation of **certified** minority-and woman-owned business enterprises and the employment of minority group members and women in the performance of the Department’s contracts.

Business Participation Opportunities for M/WBEs

For purposes of this RFP, the Department hereby establishes an overall goal of **30**% for M/WBE participation, **15%** for Minority-Owned Business Enterprises (“MBE**s**”) participation and **15%** for Women-Owned Business Enterprises (“WBE**s**”), based on the current availability of qualified MBEs and WBEs and outreach efforts to certified M/WBE firms. The successful Bidder who becomes the Contractor under the Contract entered into with the Department pursuant to this RFP must document good faith efforts to provide meaningful participation by M/WBEs as subcontractors or suppliers in the performance of the Contract consistent with the M/WBE participation goals established for this procurement, and Contractor must agree that the Department may withhold payment pending receipt of the required M/WBE documentation. For guidance on how the Department will determine “good faith efforts,” refer to 5 NYCRR §142.8.

The directory of New York State Certified M/WBEs can be viewed at: https://ny.newnycontracts.com. The directory is found in the upper right-hand side of the webpage under “Search for Certified Firms” and accessed by clicking on the link entitled “MWBE Directory”. Engaging with firms found in the directory with like product(s) and/or service(s) is required, and all communication efforts and responses should be well documented to establish Contractor’s “good faith efforts”.

By submitting a Bid in response to this RFP, for contracts with an MWBE goal above, a Bidder agrees to complete and submit an M/WBE Utilization Plan (Attachment 5, Form #1) prior to award. The Department will review the submitted M/WBE Utilization Plan. If the Plan is not accepted, the Department may issue a notice of deficiency. If a notice of deficiency is issued, Bidder agrees that it shall respond to the notice of deficiency within seven (7) business days after Bidder's receipt of such notice.

The Department may disqualify a Bidder as being non-responsive to this RFP under the following circumstances:

a) If a Bidder fails to submit a M/WBE Utilization Plan;
b) If a Bidder fails to submit a written remedy to a notice of deficiency;
c) If a Bidder fails to submit a request for waiver (if applicable); or
d) If the Department determines that the Bidder has failed to document good-faith efforts to provide meaningful participation by M/WBEs under the Contract in accordance with the goals for this RFP established by the Department;

The Contractor will be required to attempt to utilize, in good faith, any MBE or WBE identified in its M/WBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to the Department but must be made no later than prior to the submission of a request for final payment on the Contract.

The Contractor will be required to submit a Contractor's Quarterly M/WBE Contractor Compliance & Payment Report to the Department, by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the M/WBE goals of the Contract.

If (a) the Department determines that the Contractor is not in compliance with the M/WBE requirements of the Contract and the Contractor refuses to comply with such requirements, or (b) the Department finds that the Contractor has willfully and intentionally failed to comply with the M/WBE participation goals established in the Contract, the Contractor may be required to pay to the Department liquidated damages and will be considered during future Vendor Responsibility Profile reviews should the bidder bid on future opportunities with the Department

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to M/WBEs had the Contractor achieved the contractual M/WBE goals; and (2) all sums actually paid to M/WBEs for work performed or materials supplied under the Contract.

A New York State certified Minority- and Women-Owned Businesses (M/WBE) may request that their firm's contact information be included on a list of M/WBE firms interested in serving as a subcontractor for this procurement. The listing will be publicly posted on the Department's website for reference by the bidding community. A firm requesting inclusion on this list should send contact information and a copy of its NYS M/WBE certification to AIGPU@health.ny.gov before the Deadline for Questions as specified in Section 1.0 (Calendar of Events). Nothing prohibits an M/WBE Vendor from proposing as a prime Contractor.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.)

4.11 Participation Opportunities for NYS Certified Service-Disabled Veteran-Owned Businesses

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by NYS-certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. The Department recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned

businesses have opportunities for maximum feasible participation in the performance of the Department's contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, the Department conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: https://ogs.ny.gov/veterans/

Bidders are encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

5.0 ADMINISTRATIVE INFORMATION

The following administrative information will apply to this RFP. Failure to comply fully with this information may result in disqualification of your proposal.

5.1 Restricted Period

"Restricted period" means the period of time commencing with the earliest written notice, advertisement, or solicitation of a Request for Proposals ("RFP"), Invitation for Bids ("IFB"), or solicitation of proposals, or any other method for soliciting a response from bidders intending to result in a procurement contract with the Department and ending with the final contract award and approval by the Department and, where applicable, final contract approval by the Office of the State Comptroller.

Pursuant to State Finance Law §§ 139-j and 139-k, the Department identifies designated contacts on face page of this RFP to whom all communications attempting to influence this procurement must be made.

This prohibition applies to any oral, written, or electronic communication under circumstances where a reasonable person would infer that the communication was intended to influence this procurement. Violation of any of the requirements described in this Section may be grounds for a determination that the bidder is non-responsible and therefore ineligible for this contract award. Two (2) violations within four (4) years of the rules against impermissible contacts during the "restricted period" may result in the violator being debarred from participating in the Department's procurements for a period of four (4) years.

5.2 Questions

Potential Bidders may submit written questions and requests for clarification pertaining to this RFP between the issuance of this RFP and the deadline for the submission of written questions specified in Section 1.0 (Calendar of Events). All questions and requests for clarification of this RFP should cite the relevant RFP, including the RFP number and title (RFP #C043113: AIDS Intervention Management System (AIMS), the section and paragraph number of this RFP or of the Attachment to this RFP to which the question relates, where applicable, and must be submitted via email to AIGPU@health.ny.gov no later than the Deadline for Submission of Written Questions specified in Section 1.0. (Calendar of Events). Questions received after the deadline **may not** be answered.

If a potential Bidder discovers any ambiguity, conflict, discrepancy, omission, or other apparent error in this RFP, the Bidder shall immediately notify the Department of such error in writing at AIGPU@health.ny.gov and

request that the Department clarify or modify the Terms of this RFP. If, prior to the deadline for the Submission of Bids, a Bidder fails to notify the Department of a known error or an error that reasonably should have been known, the Bidder shall assume the risk of bidding notwithstanding such apparent ambiguity, conflict, discrepancy, omission or other error. If awarded the Contract pursuant to the terms of this RFP, the Bidder shall not be entitled to an amendment to the terms of the Contract to correct or clarify any such ambiguity, conflict, discrepancy, omission or other error nor to any additional compensation by reason of the error or its correction.

5.3 Right to Modify RFP

The Department reserves the right to modify any part of this RFP, including but not limited to, the date and time by which proposals must be submitted and received by the Department, at any time prior to the Deadline for Submission of Proposals specified in Section 1.0 (Calendar of Events). Modifications to this RFP shall be made by issuance of amendments and/or addenda.

Prior to the Deadline for Submission of Proposals, any such clarifications or modifications as deemed necessary by the Department will be posted to the Department's website.

If a prospective bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the bidder shall immediately notify the Department of such error in writing at AIGPU@health.ny.gov and request clarification or modification of the RFP.

If, prior to the Deadline for Submission of Proposals, a bidder fails to notify the Department of a known error or an error that reasonably should have been known, the bidder shall assume the risk of proposing. If awarded the Contract, the bidder shall not be entitled to additional compensation by reason of the error or its correction.

5.4 The Department and HRI's Reserved Rights

The Department and HRI reserves the right to:

1. Reject any or all proposals received in response to the RFP;
2. Withdraw the RFP at any time, at the Department's sole discretion;
3. Make an award under the RFP in whole or in part;
4. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP;
5. Seek clarifications and revisions of proposals;
6. Use proposal information obtained through site visits, management interviews and the State's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the Department's request for clarifying information in the course of evaluation and/or selection under the RFP;
7. Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
8. Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments;
9. Change any of the scheduled dates;
10. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
11. Waive any requirements that are not material;
12. Negotiate with the successful bidder within the scope of the RFP in the best interests of the State;
13. Conduct contract negotiations with the next responsible bidder, should the Department and HRI be unsuccessful in negotiating with the selected bidder;
14. Utilize any and all ideas submitted in the proposals received;
15. Every offer shall be firm and not revocable for a period of three hundred and sixty-five days from the bid opening, to the extent not inconsistent with section 2-205 of the uniform commercial code. Subsequent to such three hundred and sixty- five days, any bid is subject to withdrawal communicated in a writing signed by the bidder; and,
16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a bidder's

proposal and/or to determine a bidder's compliance with the requirements of the solicitation.

5.5 Debriefing

Pursuant to Section 163(9)(c) of the State Finance Law, once an award has been made, any unsuccessful bidder may request a debriefing regarding the reasons that the proposal or bid submitted by the Bidder was not selected for award. The debriefing will be limited solely to the Bidder's own Bid and will not include any discussion of other bids. Requests for a debriefing must be made within fifteen (15) calendar days of release of the written or electronic notice by the Department that the Bid submitted by the Bidder was not selected for award. Requests should be submitted in writing to a designated contact identified in the award/non-award letter.

5.6 Protest Procedures

In the event an unsuccessful Bidder wishes to protest the award resulting from this RFP, the protesting Bidder must follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found in Chapter XI Section 17 of the OSC's Guide to Financial Operations, which is available on-line at: http://www.osc.state.ny.us/agencies/guide/MyWebHelp/

5.7 Freedom of Information Law ("FOIL")

All Bids may be disclosed or used by the Department to the extent permitted by law. The Department may disclose a Bid to any person for the purpose of assisting in evaluating the Bid or for any other lawful purpose. All Bids will become State agency records, which will be available to the public in accordance with the New York State Freedom of Information Law. **Any portion of the Bid that a Bidder believes constitutes proprietary information entitled to confidential handling, as an exception to the Freedom of Information Law, must be clearly and specifically designated in the Bid as specified in Section 6.1.2. of this RFP.** If the Department agrees with the proprietary claim, the designated portion of the Bidder's Bid will be withheld from public disclosure. Blanket assertions of proprietary material will not be accepted, and failure to specifically designate proprietary material may be deemed a waiver of any right to confidential handling of such material.

5.8 Piggybacking

New York State Finance Law section 163(10)(e) (see also https://ogs.ny.gov/procurement/piggybacking-using-other-existing-contracts-0) allows the Commissioner of the NYS Office of General Services to consent to the use of the Contract entered into pursuant to this RFP by other New York State Agencies, and other authorized purchasers, subject to conditions and the Contractor's consent.

6.0 PROPOSAL CONTENT

The following includes the format and information to be provided by each Bidder. Bidders responding to this RFP must satisfy all requirements stated in this RFP. All Bidders are requested to submit complete Administrative and Technical Proposals, and are required to submit a complete Cost Proposal. A proposal that is incomplete in any material respect may be rejected.

To expedite review of the proposals, Bidders are requested to submit proposals in separate Administrative, Technical, and Cost packages inclusive of all materials as summarized in Attachment A, Proposal Documents. This separation of information will facilitate the review of the material requested. No information beyond that specifically requested is required, and Bidders are requested to keep their submissions to the shortest length consistent with making a complete presentation of qualifications. Evaluations of the Administrative, Technical, and Cost Proposals received in response to this RFP will be conducted separately. Bidders are therefore cautioned not to include any Cost Proposal information in the Technical Proposal documents.

The Department will not be responsible for expenses incurred in preparing and submitting the Administrative, Technical, or Cost Proposals.

6.1 Administrative Proposal

The Administrative Proposal should contain all items listed below. An Administrative Proposal that is incomplete in any material respect may be eliminated from consideration. The information requested should be provided in the prescribed format. Responses that do not follow the prescribed format may be eliminated from consideration. All responses to the RFP may be subject to verification for accuracy. Please provide the forms in the same order in which they are requested.

6.1.1 Attachment B - Administrative Proposal Cover Sheet

Submit a completed and signed Attachment B - Administrative Proposal Cover Sheet.

6.1.2 Bidder's Disclosure of Prior Non-Responsibility Determinations

Submit a completed and signed Attachment 1, "Prior Non-Responsibility Determinations."

6.1.3 Freedom of Information Law – Proposal Redactions

Bidders must clearly and specifically identify any portion of their proposal that a Bidder believes constitutes proprietary information entitled to confidential handling as an exception to the Freedom of Information Law. See Section 5.7, (Freedom of Information Law)

6.1.4 Vendor Responsibility Questionnaire

Complete, certify, and file a New York State Vendor Responsibility Questionnaire. The Department recommends that bidders file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions at http://www.osc.state.ny.us/vendrep/index.htm or go directly to the VendRep System online at www.osc.state.ny.us/vendrep.

Bidders must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the OSC Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us.

Bidders opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website, www.osc.state.ny.us/vendrep, or may contact the Office of the State Comptroller's Help Desk for a copy of the paper form. Bidders should complete and submit the Vendor Responsibility Attestation, Attachment 3.

6.1.5 Vendor Assurance of No Conflict of Interest or Detrimental Effect

Submit Attachment 4, Vendor Assurance of No Conflict of Interest or Detrimental Effect, which includes information regarding the Bidder, members, shareholders, parents, affiliates and subcontractors. Attachment 4 must be signed by an individual authorized to bind the Bidder contractually.

6.1.6 M/WBE Forms

Submit completed Form #1 and/or Form #2, Form #4 and Form #5 as directed in Attachment 5, "Guide to New York State DOH M/WBE RFP Required Forms."

6.1.7 Encouraging Use of New York Businesses in Contract Performance

Submit Attachment 6, "Encouraging Use of New York State Businesses in Contract Performance" to indicate the New York Businesses you will use in the performance of the Contract.

6.1.8 Bidder's Certified Statements

Complete, sign and submit Attachment 7, “Bidder’s Certified Statements”, which includes information regarding the Bidder. Attachment 7 must be signed by an individual authorized to bind the Bidder contractually. Please indicate the title or position that the signer holds with the Bidder.

6.1.9 Diversity Practices Questionnaire

The Department has determined, pursuant to New York State Executive Law Article 15-A, that the assessment of the diversity practices of respondents to this procurement is practical, feasible, and appropriate. Accordingly, respondents to this procurement should include as part of their response to this procurement, Attachment 10 “Diversity Practices Questionnaire”. Responses will be formally evaluated and scored.

6.1.10 Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination

Bidder should complete and submit Attachment 11 certifying that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

6.1.11 Executive Order 16 Prohibiting Contracting with Businesses Conducting Business in Russia

Bidder should complete and submit Attachment 12 certifying the status of their business operations in Russia, if any, pursuant to Executive Order 16.

6.1.12 State Finance Law Consultant Disclosure Provisions

In accordance with New York State Finance Law Section 163(4)(g), State agencies must require all Contractors, including subcontractors, that provide consulting services for State purposes pursuant to a contract to submit an annual employment report for each such contract.

The successful bidder 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.

The successful bidder 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, the Office of the State Comptroller, and Department of Civil Service.

Submit State Consultant Services Form A: Contractor’s Planned Employment and Form B: Contractor’s Annual Employment Report, available at: http://www.osc.state.ny.us/agencies/forms/ac3271s.doc and http://www.osc.state.ny.us/agencies/forms/ac3272s.doc.

6.1.13 Sales and Compensating Use Tax Certification (Tax Law, § 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 contractor’s 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 offeror meeting the registration requirements but who is not so registered in accordance with the law.

The successful Bidder must file a properly completed Form ST-220-CA with the Department and Form ST-220-TD with the DTF. These requirements must be met before a contract may take effect. Further information can be found at the New York State Department of Taxation and Finance's website, available through this link: http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf.

Submit these Forms, available through these links:
ST-220 CA: http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf
ST-220 TD: http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf

6.1.14 Gender-Based Violence and the Workplace Certification

New York State Finance Law §139-M requires bidders on competitive state procurements to certify that they have a written policy addressing gender-based violence and the workplace and that such policy meets the minimum requirements outlined on Attachment 14. Bidders should review, sign, date and include as part of their submission Attachment 14.

6.2 Technical Proposal

The purpose of the Technical Proposal is to demonstrate the qualifications, competence, and capacity of the Bidder to perform the services contained in this RFP. The Technical Proposal should demonstrate the qualifications of the Bidder and the staff to be assigned to provide services related to the services included in this RFP.

A Technical Proposal that is incomplete in any material respect may be eliminated from consideration. The following outlines the information requested to be provided by Bidders. The information requested should be provided in the prescribed format. Responses that do not follow the prescribed format may be eliminated from consideration. All responses to the RFP may be subject to verification for accuracy.

While additional data may be presented, the following should be included. Please provide the information in the same order in which it is requested. Your proposal should contain sufficient information to assure the Department of its accuracy. Failure to follow these instructions may result in disqualification.

Pricing information contained in the Cost Proposal cannot be included in the Technical Proposal documents.

6.2.1 Attachment C - Technical Proposal Cover Sheet

Submit a Technical Proposal Cover Sheet providing the RFP subject and number; the Bidder's name and address, the name, address, telephone number, and email address of the Bidder's contact person; and the date of the Proposal.

6.2.2 Table of Contents

The Table of Contents should clearly identify all material (by section and page number) included in the Bidder's proposal.

6.2.3 Documentation of Bidder's Eligibility Responsive to Section 3.0 of RFP

Bidders must be able to meet all the requirements stated in Section 3.0 of the RFP. The bidder must submit documentation that provides sufficient evidence of meeting the criterion/criteria set forth in Section

3.0. This documentation may be in any format needed to demonstrate how the Bidder meets the minimum qualifications to propose.

- The bidder must be designated by the Centers for Medicare and Medicaid Services (CMS) as a Quality Improvement Organization (QIO) for NYS or approved for NYS on the list of Certified QIO-like organizations as of the proposal submission date listed on page 1 of this RFP.
- The bidder cannot be a NYS health care facility, an association of health care facilities conducting business in NYS, or an affiliate* of a NYS health care facility; and
- Consistent with federal regulations 42 CFR 438.354 regarding standards of independence, the bidder must attest that they are independent from the state Medicaid program and from any Medicaid Managed Care organization (MCO) they would be required to review. **Such attestation must be included in your organization's Technical Proposal.**

6.2.4 Technical Proposal Narrative

The Technical Proposal should provide satisfactory evidence of the Bidder's ability to meet and expressly respond to each element listed below.

6.2.4.1.1 Experience - Performing Tasks/ Deliverables (see Scope of Work Section 4.1)

The proposal should describe the bidder's experience in conducting the activities detailed in Section 4.1 Scope of Work and demonstrate the organization's ability to accomplish the goals and objectives of the RFP. Any applicable experience can be included. However, bidders should include descriptions of relevant activities within the last five (5) years.

6.2.4.1.2 Proposed Approach - Performing Tasks/ Deliverables (see Scope of Work Section 4.1)

The approaches described in the Bidder's proposed approach need to meet HIPAA requirements and comply with the NYS HIV Confidentiality Law, Article 27F of the Public Health Law. Bidders should be mindful of HIPAA requirements and the laws and regulations of the United States Codified in 42 CFR Part 2 (the Federal Confidentiality Law), Chapter 584 of the laws of the State of New York (the New York State HIV Confidentiality Law), and the applicable portions of the New York State Department of Health Regulation Part 63 (AIDS Testing and the Confidentiality of HIV Related Information) when describing their approaches.

The bidder should describe an approach to ensure timely completion of the work described is Section 4.0 Scope of work and reporting of reviews. This description should include:

- **A detailed three-month start-up plan describing all activities the Bidder would undertake to implement the review system. This should include how they plan to notify providers, hiring staff, and establishing an office in New York State, where necessary.**
- **Interventions proposed to engage providers in data timely submission, techniques for following up on delinquent submission of data/medical charts, methods to simultaneously process multiple reviews, and systems for delivering review results efficiently and;**
- **A detailed work plan for the first year of the contract.**

The New York State Department of Health AIDS Institute may modify workload and funding levels based upon review findings, changes in New York State Department of Health AIDS Institute priorities, and/or changes in the health care system. The bidder should describe how their systems and employees will adapt to such changes by detailing their ability to meet changing analytical and clinical support, as well as how they plan to allocate resources for potential changes in review types, locations, and volumes should changes occur.

Other Elements of the technical proposal are listed below. Please provide your organization's proposed approach for each element listed. You may also refer to Section 4.1.F for more information.

Quality of Care Reviews (4.1.A)

Ambulatory Care Reviews (4.1.A.i)

- A plan to develop a quality review process to assess care provided to persons with HIV/AIDS at hospital outpatient departments and at primary care provider sites.
- A plan to develop data submission tools and guidance documents;
- A description of how the bidder will ensure compliance with data specifications and how discrepancies will be reconciled; and
- A plan to develop a database to store data, share data, and prepare reports.

Department of Corrections and Community Supervision (DOCCS) Reviews (4.1.A.ii.)

- A plan to develop a quality review process to assess the standards of HIV/AIDS and HCV care provided to persons in DOCCS and jail systems.
- A plan to develop data submission tools and guidance documents;
- A description of how the bidder will ensure compliance with data specifications and how discrepancies will be reconciled; and
- A plan to develop a database to store data, share data, and prepare reports.

Maternal-Pediatric HIV Prevention and Care Program (MPPC) Reviews (4.1.A.iii.)

- A plan to develop a quality review process to conduct program reviews of care rendered to HIV-positive mothers and their HIV-exposed newborns. Additionally, describe the process to conduct chart reviews to validate the NYS third trimester HIV testing rate against the Department data collected from the Newborn Screening program.
- A plan to develop data submission tools and guidance documents;
- A description of how the bidder will ensure compliance with data specifications and how discrepancies will be reconciled; and
- A plan to develop a database to store data, share data, and prepare reports.

Focused Clinical Studies (4.1.A.iv.)

- Include examples of how focused clinical studies could be conducted.
- A plan to prepare study designs for the topic selected by the Department. Study designs will include definitions of study aim, measurement indicators, methodology (including definition of study population and sampling techniques), data collection, and data analysis and interpretation.
- A plan to develop data submission tools and guidance documents;
- A description of how the bidder will ensure compliance with data specifications and how discrepancies will be reconciled;
- A plan to develop a database to store data, share data, and prepare reports; and

- Describe the difference in how standard and complex focused clinical studies are conducted.

AIMS Managed Care Responsibilities (4.1.B)

HIV SNP (Special Needs Plans) Comprehensive Quality of Care Review (4.1.B.i.)

Medicaid Managed Care Organizations (MCOs) Comprehensive Quality of Care (4.1.B.ii.)

Managed Care Organization (MCO) Ending the Epidemic (ETE) Quality Assurance and/or Policy Evaluation (4.1.B.iii.)

For each section, 4.1.B.i - 4.1.B.iii, please provide:

- A plan to develop a review process that satisfies the requirements of each review;
- A plan to develop data submission tools and guidance documents;
- A description of how the bidder will ensure compliance with data specifications and how discrepancies will be reconciled; and
- A plan to develop a database to store data, share data, and prepare reports

Policy and Procedure Documentation Reviews (4.1.C.)

- Include examples of how policy and procedure documentation reviews could be conducted to assess provider policy documentation for compliance with clinical guideline standards, public health law and regulatory requirements

Quality Improvement and Technical Assistance (4.1.D.)

- Include examples of how technical assistance and trainings could be conducted to enable providers to develop approaches to improve the quality of their care, as well as utilize data and data systems to drive quality improvement

Review Tools and Data Management (4.1.E.)

- A plan to develop new data collection tools and supporting documentation necessary to meet the objectives of sections 4.1.A, 4.1.B, and 4.1.C of the RFP;
- A plan to repurpose and revise existing tools, when feasible, to meet the objectives of sections 4.1.A, 4.1.B, and 4.1.C of the RFP;
- A plan to pilot review tools to ensure accuracy with data extraction (including a process for tool adjustments); and
- A plan to train reviewers on the data collection tools and instructions.

6.2.4.2. Staffing and Qualifications (see Scope of Work Section 4.2)

The bidder should forecast the personal resources necessary to meet the scope of work requirements and should provide:

- A staffing plan for completion of services described in Scope of Work Section 4.2, Staffing Requirements that includes the following:
    - How the Bidder plans to provide staff to meet the scope of work over the entire contract period, including staffing numbers and teams that will meet all contract deliverables and the percentage of time staff will devote to this contract;
    - A brief description of each staff position to be supported by this contract, including the duties

and tasks each position will perform. Position descriptions should not include salary level or other employee cost information;
    - Qualifications of staff responsible for conducting all aspects of the RFP including educational background, specialized training, professional experience, and special qualifications; and
    - An organizational chart that delineates the titles of the staff responsible for fulfilling the tasks/deliverable detail in Section 4.0 Scope of Work, their lines of communications, and demonstrates how the organization intends to organize staff and management for the AIMS program.

- How the Bidder intends to maintain the staffing levels and personnel planned, including:
    - How the Bidder plans to recruit an adequate number of staff;
    - How the Bidder plans to meet contract deliverables in the event that staff turnover occurs; and
    - The Bidder's ability to provide sufficient additional management and administrative support staff necessary to organize, prepare and carry out all administrative tasks associated with conducting the services.

- A plan for training physicians and non-physician reviewers;

- A plan for credentialing physician and non-physician review staff, including all medical record review staff;

- Description of where operations will be located, how and from where staff will be deployed to conduct statewide activities, and locations where the bidder will carry out the activities and responsibilities associated with implementing this RFP; and

- Description of the experience and special qualifications of consultants to be involved in the contract as well as those of any proposed experienced subcontractor.

6.2.4.3. Proposed Approach - Reporting (see Scope of Work Section 4.3)

The bidder's proposed approach should describe:

- Proposed computer and data collection system(s);
- A plan for backup, recovery, and disaster planning;
- A detailed description of their plan for administering the data requirements of the RFP including a plan for power outages, viruses, etc.;
- A plan for completing the monitoring and reporting responsibilities defined in Section 4.3 Scope of Work, Reporting; and
- Arrangements for safeguarding confidential data.

6.2.4.4. Proposed Approach - Information Technology (see Scope of Work Section 4.4)

The bidder's proposed approach should describe how all information technology used will comply with all NYS security policies and standards listed at http://its.ny.gov/tables/technologypolicyindex.htm

6.2.4.5. Proposed Approach - Security (see Scope of Work Section 4.5)

The selected bidder shall comply with all privacy and security policies and procedures of the Department (https://its.ny.gov/policies) and applicable State and Federal law and administrative guidance with respect to the performance of the Contract.

6.2.4.6 Proposed Approach - Transition (see Scope of Work Section 4.6)

When this contract concludes, the Contractor must cooperate with the successor Contractor while providing all required transition services. This will include meeting with the successor and devising work

schedules that are agreeable for both the Department and the successor Contractor. A description of such a transition plan should be included in the proposal.

6.3 Cost Proposal

Submit a completed and signed **Attachment D – Cost Proposal Cover Sheet** and **Attachment E - Cost Proposal.** The Cost Proposal shall comply with the format and content requirements as detailed in this RFP and in Attachment E. Failure to comply with the format and content requirements may result in disqualification.

The bid price covers the cost of furnishing all of the product(s)/ services sought to be procured, including but not limited to travel, materials, equipment, overhead, profit and labor to the satisfaction of the Department and the performance of all work set forth in said specifications.

7.0 PROPOSAL SUBMISSION

A proposal consists of three distinct parts: (1) the Administrative Proposal, (2) the Technical Proposal, and (3) the Cost Proposal. The table below outlines the requested format and volume for submission of each part. Proposals should be submitted in all formats as prescribed below.

	Electronic Submission
Administrative Proposal	Email labeled "Administrative Proposal Submission, Bidder's Name, RFP# C043113 containing a standard searchable PDF file with copy/read permissions only.
Technical Proposal	Email labeled "Technical Proposal Submission, Bidder's Name, RFP# C043113 containing a standard searchable PDF file with copy/read permissions only.
Cost Proposal	Email labeled "Cost Proposal Submission, Bidder's Name, RFP# C043113 containing a standard searchable PDF file with copy/read permissions only.

1. Submit three (3) separate, searchable, and open and permission password protected, PDF proposals in three (3) separate emails to: [insert BML]. Use this naming convention for the subject line of each email: <Type of Proposal Submission, Bidder Name, RFP#C043113>.
2. Include, as attachment to each email, the distinct PDF file labeled "Administrative Proposal", "Technical Proposal", or "Cost Proposal" followed by Company name and RFP number. Example: "Technical Proposal Submission, ABC Company, RFP#C043113".
3. All electronic bid submissions should be clear and include page numbers at the bottom of each page.
4. All electronic bid submissions should be in PDF Optical Character Recognition (OCR) searchable format.
5. The body of the email should also include the password to the file, contact information, and indicate the total number of pages intended, and, where indicated, each subset of pages listed. **Example: Administrative Proposal 14 pages total, Attachment 3 – 1 page.**
6. A font size of eleven (11) points or larger should be used. All submitted documents should contain appropriate header and footer information.
7. In the event an electronic submission cannot be read by the Department, the Department reserves the right to request a hard copy and/or electronic resubmission of any unreadable files. Offeror shall have 2 business days to respond to such requests and must certify the resubmission is identical to the original submission.
8. Where signatures are required, the proposals should have a handwritten signature (wet ink) and be signed in blue ink. A scan of the handwritten (wet ink) signature can be used for electronic submission in the PDF. The Department reserves the right to request hard copy originals of all signature pages at any time.
9. The Department discourages overly lengthy Bids. Therefore, marketing brochures, user manuals or other materials beyond that sufficient to present a complete Bid, are not desired and will not be reviewed or evaluated. Elaborate artwork or expensive paper is not necessary or desired. In order for

the Department to evaluate bids fairly and completely, all Bids should follow the format described in this RFP and provide all requested information and no extraneous or additional information or material.

10. Audio and/or videotapes are not allowed. Any submitted audio or videotapes will be ignored by the evaluation teams.

Submission of proposals in a manner other than as described in these instructions (e.g., fax) will not be accepted.

The proposal must be received by the Department, no later than the Deadline for Submission of Proposals specified in Section 1.0, (Calendar of Events). Late bids will not be considered.

7.1 No Bid Form

Bidders choosing not to bid are requested to complete the No-Bid form, Attachment 2. Although not mandatory, such information helps the Department direct solicitations to the correct bidding community.

8.0 METHOD OF AWARD

8.1 General Information

The Department will evaluate each proposal based on the "Best Value" concept. This means that the proposal that best "optimizes quality, cost, and efficiency among responsive and responsible offerors" shall be selected for award (State Finance Law, Article 11, §163(1)(j)).

The Department, at its sole discretion, will determine which proposal(s) best satisfies its requirements. The Department reserves all rights with respect to the award. All proposals deemed to be responsive to the requirements of this procurement will be evaluated and scored for technical qualities and cost. Proposals failing to meet the requirements of this RFP may be eliminated from consideration. The evaluation process will include separate technical and cost evaluations, and the result of each evaluation shall remain confidential until evaluations have been completed, and a selection of the winning proposal is made.

The evaluation process will be conducted in a comprehensive and impartial manner, as set forth herein, by an Evaluation Committee. The Technical Proposal and compliance with other RFP requirements (other than the Cost Proposal) will be weighted 75% of a proposal's total score and the information contained in the Cost Proposal will be weighted 25% of a proposal's total score.

Bidders may be requested by the Department to clarify the contents of their proposals. Other than to provide such information as may be requested by the Department, no Bidder will be allowed to alter its proposal or add information after the Deadline for Submission of Proposals listed in Section 1.0 (Calendar of Events).

In the event of a tie, the determining factors for award, in descending order, will be:

(1) lowest cost and
(2) proposed percentage of M/WBE participation.

8.2 Submission Review

The Department will examine all proposals that are received in a proper and timely manner to determine if they meet the proposal submission requirements, as described in Section 6.0 (Proposal Content) and Section 7.0 (Proposal Submission), including documentation requested for the Administrative Proposal, as stated in this RFP. Proposals that are materially deficient in meeting the submission requirements or have omitted material documents, in the sole opinion of the Department, may be rejected.

8.3 Technical Evaluation

The evaluation process will be conducted in a comprehensive and impartial manner. A Technical Evaluation Committee comprised of Program Staff of Department will review and evaluate all proposals.

Proposals will undergo a preliminary evaluation to verify Minimum Qualifications to Propose (Section 3.0).

The Technical Evaluation Committee members will independently score each Technical Proposal that meets the submission requirements of this RFP. The individual Committee Member scores will be averaged to calculate the Technical Score for each responsive Bidder.

The scores will be normalized by using the following formulas:
Z = (X/Y)*75%
X is the average raw technical score of the proposal being scores;
Y is the average raw technical score of the highest raw Technical Proposal; and
Z is the Total Technical Score.

The technical evaluation is 75% of the final score.

The Technical Proposal evaluation is 75% (up to 75 points) of the final score.

8.4 Cost Evaluation

The Cost Evaluation Committee will examine the Cost Proposal documents. The Cost Proposals will be opened and reviewed for responsiveness to cost requirements. If a cost proposal is found to be non-responsive, that proposal may not receive a cost score and may be eliminated from consideration.

The Cost Proposals will be scored based on a maximum cost score of XX points. The maximum cost score will be allocated to the Cost Proposal with the lowest all-inclusive not-to-exceed maximum price. All other responsive proposals will receive a proportionate score based on the relation of their Cost Proposal to the Cost Proposal(s) offered at the lowest final cost, using this formula:

C = (A/B)* 25%
A is Total price of lowest Cost Proposal;
B is Total price of Cost Proposal being scored; and
C is the Cost score.

The Cost Proposal evaluation is 25% (up to 25 points) of the final score.

8.5 Composite Score

A composite score will be calculated by the Department by adding the Technical Proposal points and the Cost Proposal points awarded. Finalists will be determined based on composite scores.

8.6 Reference Checks

Not applicable to this RFP.

8.7 Best and Final Offers

The Department reserves the right to request best and final offers. In the event the Department exercises this right, all Bidders that submitted a proposal that are susceptible to award will be asked to provide a best and final offer. Bidders will be informed that should they choose not to submit a best and final offer, the offer submitted with their proposal will be construed as their best and final offer.

8.8 Award Recommendation

The Evaluation Committee will submit a recommendation for award to the Bidder(s) with the highest composite

score(s) whose experience and qualifications have been verified.

The Department will notify the awarded Bidder(s) and Bidders not awarded. The awarded Bidder(s) will enter into a Contract substantially in accordance with the terms of Attachment 8, DOH Agreement, to provide the required product(s) or services as specified in this RFP. The resultant Contract shall not be binding until fully executed and approved by the New York State Office of the Attorney General and the Office of the State Comptroller, and HRI.

9.0 ATTACHMENTS

The following attachments are included in this RFP and are available via hyperlink or can be found at: https://www.health.ny.gov/funding/forms/.

1. Bidder's Disclosure of Prior Non-Responsibility Determinations
2. No-Bid Form
3. Vendor Responsibility Attestation
4. Vendor Assurance of No Conflict of Interest or Detrimental Effect
5. Guide to New York State DOH M/WBE Required Forms & Forms
6. Encouraging Use of New York Businesses in Contract Performance
7. Bidder's Certified Statements
8. DOH Agreement (Standard Contract)
10. Diversity Practices Questionnaire
11. Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination
12. Executive Order 16 Prohibiting Contracting with Business Conducting Business in Russia
14. Attachment 14 - State Finance Law 139M Attestation Gender Based Violence

The following attachments are attached and included in this RFP:

A. Proposal Document Checklist
B. Administrative Proposal Cover Sheet
C. Technical Proposal Cover Sheet
D. Cost Proposal Cover Sheet
E. Cost Proposal
F. Five-Year Projected Allocations
G. General Terms and Conditions – Health Research Incorporated Contracts
H. DOH Third Party Security Requirements
I. AIMS Data Use Agreement (DUA) Summary

ATTACHMENT A
PROPOSAL DOCUMENT CHECKLIST
Please reference Section 7.0 for the appropriate format and quantities for each proposal submission.

RFP C043113 – AIDS Intervention Management System (AIMS)		
FOR THE ADMINISTRATIVE PROPOSAL		
RFP §	**SUBMISSION**	**INCLUDED**
§ 6.1.1	Attachment B - Administrative Proposal Cover Sheet	☐
§ 6.1.2	Attachment 1 - Bidder's Disclosure of Prior Non-Responsibility Determinations	☐
§ 6.1.3	Freedom of Information Law – Proposal Redactions (If Applicable)	☐
§ 6.1.4	Attachment 3 - Vendor Responsibility Attestation	☐
§ 6.1.5	Attachment 4 - Vendor Assurance of No Conflict of Interest or Detrimental Effect	☐
§ 6.1.6	M/WBE Participation Requirements:	☐
	Attachment 5 - Form 1	☐
	Attachment 5 - Form 2 (If Applicable)	☐
	Attachment 5 - Form 4	☐
	Attachment 5 - Form 5 (If Applicable)	☐
§ 6.1.7	Attachment 6 - Encouraging Use of New York Businesses	☐
§ 6.1.8	Attachment 7 - Bidder's Certified Statements	☐
§ 6.1.9	Attachment 10 - Diversity Practices Questionnaire	☐
§ 6.1.10	Attachment 11 - EO 177 Prohibiting Contracts with Entities that Support Discrimination	☐
§ 6.1.11	Attachment 12 – EO 16 Contracting with Businesses Conducting Business in Russia	☐
§ 6.1.12	State Finance Law Consultant Disclosure	☐
§ 6.1.13	Sales and Compensating Use Tax Certification	☐
§ 6.1.14	Attachment 14 - Gender-Based Violence and the Workplace Certification	☐
FOR THE TECHNICAL PROPOSAL		
RFP §	**SUBMISSION**	**INCLUDED**
§ 6.2.1	Attachment C - Technical Proposal Cover Sheet	☐
§ 6.2.2	Table of Contents	☐
§ 6.2.3	Documentation of Bidder's Eligibility (Requirement)	☐
§ 6.2.4	Technical Proposal Narrative	☐
FOR THE COST PROPOSAL REQUIREMENT		
RFP §	**REQUIREMENT**	**INCLUDED**

§ 6.3	Attachment D - Cost Proposal Cover Sheet	☐
§ 6.3	Attachment E - Cost Proposal	☐

ATTACHMENT B
Administrative Proposal Cover Sheet

NEW YORK STATE DEPARTMENT OF HEALTH
AIDS Institute
REQUEST FOR PROPOSAL (RFP)
AIDS INTERVENTION MANAGEMENT SYSTEM (AIMS)

RFP No. C043113
(Please type all information below).

Applicant Organization Name:

Federal ID#:

SFS Vendor ID:

Charities Registration #:

Contact Person:

Title:

Address:

Include:

Street Address (no PO Box), Floor/Suite:

City/State/Zip Code:

Telephone #:

Email Address:

Applicant Organization Website Address:

Ownership: (Select one from the List below):

☐ Federal

☐ For Profit

☐ Local

☐ Not-for-Profit

☐ State

☐ Unincorporated

Name of Chief Executive Officer or Designee:

Signature of Chief Executive Officer or Designee:

Signature Date:

ATTACHMENT C
Technical Proposal Cover Sheet

NEW YORK STATE DEPARTMENT OF HEALTH
AIDS Institute
REQUEST FOR PROPOSAL (RFP)
AIDS INTERVENTION MANAGEMENT SYSTEM (AIMS)

RFP No. C043113
(Please type all information below).

Applicant Organization Name:

Federal ID#:

SFS Vendor ID:

Charities Registration #:

Contact Person:

Title:

Address:

Include:

Street Address (no PO Box), Floor/Suite:

City/State/Zip Code:

Telephone #:

Email Address:

Name of Chief Executive Officer or Designee:

Signature of Chief Executive Officer or Designee:

Signature Date:

ATTACHMENT D
Cost Proposal Cover Sheet

NEW YORK STATE DEPARTMENT OF HEALTH
AIDS Institute
REQUEST FOR PROPOSAL (RFP)
AIDS INTERVENTION MANAGEMENT SYSTEM (AIMS)

RFP No. C043113
(Please type all information below).

Applicant Organization Name:

Federal ID#:

SFS Vendor ID:

Charities Registration #:

Contact Person:

Title:

Address:

Include:

Street Address (no PO Box), Floor/Suite:

City/State/Zip Code:

Telephone #:

Email Address:

Name of Chief Executive Officer or Designee:

Signature of Chief Executive Officer or Designee:

Signature Date:

ATTACHMENT E
COST PROPOSAL
RFP #C043113

Annual Quality Reviews, Administrative Costs, and Data Collection

Instructions: For each project area, provide a unit cost for each proposed deliverable. All administrative costs and data collection should be included in the review costs. Current averages have been provided as a guide in the table below. Data processing costs should be calculated separately and should include validation, analysis, transfer and reporting, when applicable. Unit prices provided will be fixed for the entire contract period. Refer to Detailed Specifications for more information on AIMS reviews and reporting requirements.

Review/Activity	Unit Definition	Unit Price
Quality of Care Reviews		
Routine Ambulatory Care Reviews	One record	
Department of Corrections and Community Supervision (DOCCS) Reviews	One record	
Maternal, Pediatric Prevention and Care (MPPC) Reviews- 4 tiered	One record	
Focus Clinical Studies		
Standard Focused Clinical Studies	One record	
Complex Focused Clinical Studies	One record	
AIMS Managed Care Responsibilities		
HIV-SNP Eligibility Verification and Quality of Care for Enrollees	One record	
Policy and Procedure Documentation Reviews	One policy	
Detailing / Quality Improvement Reviews	One record	
Review Tool and Data Management		
Development of New Review Tools	One tool	
Revision of Review Tools	One tool	
Piloting and Implementation of Review Tools	One tool	
Data Management	Per hour	

By signing this Cost Proposal Form, Bidder agrees that the prices above are binding for 365 days from the proposal due date.

Printed Name:

Signature:

Date:

ATTACHMENT F
FIVE-YEAR PROJECTED ALLOCATIONS
RFP #C043113

Instructions: The following is intended for guidance when developing an annual budget and workplan. The total units projected in the table below are estimates and based on recent programmatic needs.

Review/Activity	Estimated Number of Units				
	Year 1	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Quality of Care Reviews					
Routine Ambulatory Care Reviews	2,000	2,000	2,000	2,000	2,000
Department of Corrections and Community Supervision (DOCCS) Reviews	1,000	1,000	1,000	1,000	1,000
Maternal, Pediatric Prevention and Care (MPPC) Reviews- 4 tiered	2,000	2,000	2,000	2,000	2,000
Focus Clinical Studies					
Standard Focused Clinical Studies	5,000	5,000	5,000	5,000	5,000
Complex Focused Clinical Studies	9,000	9,000	9,000	9,000	9,000
AIMS Managed Care Responsibilities					
HIV-SNP Eligibility Verification and Quality of Care for Enrollees	7,000	7,000	7,000	7,000	7,000
Policy and Procedure Documentation Reviews	500	500	500	500	500
Detailing / Quality Improvement Reviews	2,000	2,000	2,000	2,000	2,000
Review Tool and Data Management					
Development of New Review Tools	5	5	5	5	5
Revision of Review Tools	10	10	10	10	10
Piloting and Implementation of Review Tools	15	15	15	15	15
Data Management	6,000	6,000	6,000	6,000	6,000

ATTACHMENT G
General Terms and Conditions – Health Research Incorporated Contracts

HEALTH RESEARCH, INC.
APPENDIX A to AGREEMENT WITH ENTITY

The parties to the attached Agreement further agree to be bound by the following terms, which are hereby made a part of said Agreement:

1. During the performance of the Agreement, the Consultant agrees as follows:

(a) Equal Opportunity, Non-Discrimination, and Notice of Labor Rights - Consultant acknowledges and agrees, whether or not required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) or any other State or Federal statutory or constitutional non-discrimination or civil rights provisions, including but not limited to the American Disabilities Act, that Consultant will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, age, disability, pregnancy-related condition, military or veteran status, genetic predisposition or carrier status, marital or familial status, domestic violence victim status, individual's relationship or association with a member of a protected category or any other basis protected by state and federal law. Furthermore, Consultant agrees that neither it nor its authorized subcontractors, if any, shall, by reason of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, age, disability, pregnancy-related condition, military or veteran status, genetic predisposition or carrier status, marital or familial status, domestic violence victim status, individual's relationship or association with a member of a protected category or any other basis protected by applicable state and federal law: (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 Agreement. Consultant is subject to Section 220-e or Section 239 of the New York State Labor Law for work performed under this Agreement. Pursuant thereto, Consultant is subject to fines of $50.00 per person per day for any violation of this provision, which may be deducted from any amounts payable under this Agreement, as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation. Consultant shall, to the extent they apply, abide by (1) the requirements of 60-300.5(a) and 60-741.5(a), which prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and require affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability; (2) 29 CFR Part 471, Appendix A to Subpart A, and (3) E-Verify.

(b) EEO Reporting - If Consultant is required by federal regulations to file Employer Information Report EEO-1 (standard form 100) or Federal Contractor Veterans' Employment Report VETS-4212, Consultant certifies that it has done so or will file such reports in accordance with applicable instructions and will continue to file such reports unless or until no longer required by law or regulation.

(c) System for Award Management (SAM) - Consultant is required to register with SAM.gov and maintain active status as stated in 2 CFR Subtitle A, Chapter 1, and Part 25 of Code of Federal Regulations. Consultant must maintain the accuracy/currency of the information in SAM at all times during which your entity has an active agreement with HRI. Additionally, your entity is required to review and update the information at least annually after the initial registration, and more frequently if required by changes in your information.

2. Assurances Required by DHHS--HHS (Where Applicable)

(a) Human Subjects, Derived Materials or Data

The Consultant and HRI both agree to abide by DHHS regulations concerning Human Subjects. The DHHS regulation, 45 CFR 46, provides a systematic means, based on established ethical principles, protecting the rights and welfare of individuals who may be exposed to the possibility of physical, psychological or social injury while they are participating as subjects in research, development or related activities. The regulation extends to the human fetus (either in utero or ex utero), the dead, organs, tissues, and body fluids, and graphic, written or recorded information derived from human sources.

The DHHS regulation requires institutional assurances, including the implementation of procedures for review, and the assignment of responsibilities for adequately protecting the rights and welfare of human subjects. Safeguarding these rights and welfare is, by DHHS policy, primarily the responsibility of the grantee. The Consultant is responsible for ensuring that the activity described or covered by this Agreement, and additional information relating to human subjects, derived materials or data are annually reviewed and approved by the Institutional Review Board of the Consultant. The Consultant and HRI agree to complete an HHS 596 form on an annual basis.

(b) Laboratory Animals

The Consultant agrees to abide by HHS policy requiring that laboratory animals not suffer unnecessary discomfort, pain or injury. The Consultant must assure HHS, in writing that it is committed to following the standards established by the Animal Welfare Acts and by the documents entitled “Principles for Use of Animals “and” Guide for the Care and Use of Laboratory Animals."

(c) Recombinant DNA

The Consultant agrees to abide by the current HHS Guidelines for Research involving Recombinant DNA Molecules. All research involving recombinant DNA techniques that is supported by the Public Health Service must meet the requirements of these Guidelines, which were developed in response to the concerns of the scientific and lay communities about the possible effects of recombinant DNA research. Their purpose is to specify practices for the construction and handling of recombinant DNA molecules and organisms or viruses containing recombinant DNA. As defined by the Guidelines, "recombinant DNA" corresponds to: (1) molecules that are constructed outside living cells by joining natural or synthetic DNA segments to DNA molecules that can replicate in a living cell; or (2) DNA molecules that result from the replication of a molecule described in (1).

Several types of studies involving recombinant DNA are exempt from the Guidelines while others are prohibited by the Guidelines. For the remainder, the Consultant must establish and implement policies that provide for the safe conduct of the research in full conformity with the Guidelines. This responsibility includes establishing an institutional biosafety committee to review all recombinant DNA research to be conducted at or sponsored by the Consultant and to approve those projects that are in conformity with the Guidelines. For each approved project, a valid Memorandum of Understanding and Agreement (MUA) shall be prepared for submission when solicited by an appropriate HHS staff member. The MUA is considered approved after review and acceptance by ORDA and by the Consultant.

(d) Promoting Objectivity in Research

Neither Consultant nor anyone working on its behalf shall have any interest, financial or otherwise, direct or indirect, or engage in any business, transaction, or professional activity that may create a conflict, or the appearance of a conflict, with the proper discharge of Consultant’s duties under this Agreement or the conflict of interest policy of any agency providing federal funding under this

Agreement. In the event any actual or potential conflict arises, Consultant agrees (i) to notify HRI in writing within ten (10) days to allow HRI to evaluate any potential or actual conflict, and, (ii) if required, eliminate the conflict or put in place an acceptable conflict management plan. Consultant agrees to comply with the DHHS/HHS regulatory requirements on Responsibility of Applicants for Promoting Objectivity in Research and financial conflicts of interest set forth in 42 CFR Part 50 Subpart F, as may be amended from time to time. Failure to disclose conflicts or provide information related thereto to HRI may be cause for termination of the Agreement.

(e) Additional Assurances
Should any additional DHHS-HHS regulations be promulgated that are applicable to this Agreement, the Consultant and HRI will review and agree to include them as part of this Agreement.

(f) National Labor Relations Act (Executive Order 13496)
Contractors that are not exempt from the National Labor Relations Act and have contracts, subcontracts or purchase orders subject to EO 13496 must satisfy the requirements of that Executive Order and its implementing regulations at 29 CFR Part 471 to be in compliance with the law.

The following provisions 3-6 are applicable to federally funded projects:

3. Clean Air Act and the Federal Water Pollution Control Act Compliance - If this Agreement is in excess of $150,000, Consultant agrees to comply and to require that all subcontractors comply, where applicable, with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

4. Notice as Required Under Public Law 103-333 - The Consultant is hereby notified of the following statement made by the Congress at Section 507(a) of Public Law 103-333 (The DHHS Appropriations Act, 1995, hereinafter the "Act"): It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.

5. Required Federal Certifications - Acceptance of this Agreement by Consultant constitutes certification by the Consultant of all of the following:

(a) The Consultant is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

(b) The Consultant is not delinquent on any Federal debt.

(c) The Consultant will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) requiring for Agreements of $100,000 or more, that Consultant (i) will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352, and (ii) will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(d) The Consultant shall comply with the requirements of the Pro-Children Act of 1994 and shall not allow smoking within any portion of any indoor facility used for the provision of health,

day care, early childhood development, education or library services to children under the age of eighteen (18) if the services are funded by a federal program, as this Agreement is, or if the services are provided in indoor facilities that are constructed, operated or maintained with such federal funds.

(e) The Consultant has established administrative policies regarding Scientific Misconduct as required by the Final Rule 42 CFR Part 93, Subpart A as published at the 54 Federal Register 32446, August 8, 1989.

(f) The Consultant maintains a drug free workplace in compliance with the Drug Free Workplace Act of 1988 as implemented in 45 CFR Part 76.

(g) If the Project Sponsor is either an agency of the Public Health Service or the National Science Foundation, the Consultant is in compliance with the rules governing Objectivity in Research as published in 60 Federal Register July 11, 1995.

6. Whistleblower Policy - Congress has enacted whistleblower protection statue 41 U.S.C. 4712, which applies to all employees working for contractors, grantees, subcontractors, and sub-grantees on federal grants and contracts. This program requires all grantees, sub-grantees and subcontractors to: inform their employees working on any federally funded award they are subject to the whistleblower rights and remedies of the program; inform their employee in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and Contractors and grantees will include such requirements in any agreement made with a subcontractor or sub-grantee.

The statue (41 U.S.C. 4712) states that an “employee of a contractor, subcontractor, grantee [or sub-grantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for ‘whistleblowing’”. In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

Whistleblowing is defined as making a disclosure “that the employee reasonably believes is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee’s disclosure must be made to: a Member of Congress or a representative of a Congressional committee; or an Inspector General; or the Government Accountability Office; or a Federal employee responsible for contract or grant oversight or management at the relevant agency; or an authorized official of the Department of Justice or other law enforcement agency; or a court or grand jury; a management official or other employee of the contractor, subcontractor, grantee or sub-grantee who has the responsibility to investigate, discover or address misconduct.

The Consultant shall require that the language of all of the above certifications will be included in the award documents for all subawards under this Agreement (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Consultant agrees to notify HRI immediately if there is a change in its status relating to any of the above certifications.

7. The following pertains only to Consultants located in New York City or doing business in New York City: Contractor agrees it is compliant with NYC Local Law 96 (2018) Stop Sexual Harassment in NYC Act.

ATTACHMENT H
DOH Third Party Security Requirements

Department of Health (DOH) Third-Party Security Requirements

The Third-Party must comply fully with all New York State (NYS) security policies and standards, as well as with all applicable State and federal requirements, in performance of signed contract agreement with DOH. All activity covered by the contract with DOH must be fully secured and protected by satisfactory security arrangements approved by the New York State (NYS) Department of Health (DOH).

Within the context of this security and privacy requirement document, a third party is defined as any external organization collaborating with the Department of Health (DOH) on technical solutions or data sharing. This includes, but isn't limited to, vendors, service providers, suppliers, partners, contractors, subcontractors, data processors, and data brokers.

Below are some of highlighted security requirements from the NYS and DOH policies and standards.

1) **Security Governance:**
    a) **Security Management Team:** Establish a security point of contact and collaborate with DOH and ITS security SMEs.
    b) **Security Plan:** Develop and implement a Security, Privacy and Confidentiality Plan within the first 30 days of the contract to be approved by the DOH and for all subsequent projects and major system enhancements to address security and privacy issues/risks and the steps that the Third-Party has taken to ensure these issues/risks will not compromise DOH operations. The plan shall adhere to National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, moderate impact security controls and should include, at a minimum, the technical, administrative and physical security controls listed below sections to ensure confidentiality, integrity and availability of the systems / applications.
    c) **Duration:** Be responsible for security and privacy controls, monitoring and testing through the term of this contract.
2) **Relevant Regulations and Standards:** Compliant with all applicable data security and privacy regulations, including but not limited to:
    a) The Health Insurance Portability and Accountability Act of 1996 (HIPAA) and associated regulations
        i) https://www.hhs.gov/sites/default/files/privacysummary.pdf
    b) The Privacy Act of 1974

c) New York State Statewide Technology Policies and Guidelines
    i) http://its.ny.gov/eiso/policies/security
d) New York State Incident Breach Notification Policy
    i) https://its.ny.gov/incident-reporting
    ii) https://its.ny.gov/breach-notification
e) National Institute of Standards and Technology (NIST) SP 800 series.

3) Data Protection:

a) **Data Encryption:** Require encryption of sensitive data both in transit and at rest, utilizing FIPS approved encryption that meets the NYS Encryption Standard and secure key management practices.
b) **Data Retention Policies:** Specify data retention periods, outlining how data is stored, accessed, and eventually disposed of securely as in accordance with the NYS Sanitization Secure Disposal Standard.
c) **Data Classification/Information Classification:** Require proper data classification based on sensitivity levels in accordance with the NYS Information Classification Standard and implement appropriate security measures accordingly.
d) **Data Residency and Sovereignty:** All data, including backup data, must reside and subject to laws and regulations within the Continental United States (CONUS).
e) **Data Loss Prevention (DLP):** Implement DLP features to prevent sensitive data from leaving authorized boundaries.
f) **Physical Security:** Incorporate requirements for physical security of data storage locations and facilities, including access controls, monitoring, and environmental controls, to prevent and detect unauthorized physical access and ensure only authorized personnel can access the infrastructure and systems.
g) **Unauthorized Release:** Strictly prohibited from releasing or using data or information for any purposes other than those purposes specifically authorized by NYS DOH and specified within the contract.

4) Access Control and Authentication:

a) **Multi-Factor Authentication:** Implement multi-factor authentication (MFA) for internal and external users, including development and operational access. For service accounts utilize strong risk-based authentication methods in accordance with the NYS Authentication Tokens Standard and Digital Identity Policy and Standard.

b) **Authentication Method:** Integrate with DOH supported authentication solutions, Health Commerce System (HCS) and/or NY.gov ID authentication mechanism and be accessible through the Department of Health's web portal, Health Commerce System (HCS) or NY.gov ID.

c) **Access Control Levels:** Define granular permission levels to prevent and detect unauthorized or inappropriate access and ensure that authorized users and service accounts only have access to the information they need to perform business duties assigned to them with appropriate access controls by employing least-privilege and role-based access.

d) **Role-based Access Control:** Roles shall be definable without changes to the software: E.g. Allow a security administrator to assign user roles. Allow multiple roles to be assigned to any user. Allow users roles to be assigned locally by local System Administrators with local System Administrator access privileges.

e) **Geolocation-based Restriction:** Access should be restricted to Continental United States (CONUS) only for all privileged accounts, developers and support staff members.

f) **Restricted Access:** Ensure that access to systems and information is restricted to authorized users. Assure the privacy of data captured for current and prior clients, providers, and others that store confidential information in the database. Restrict access to its data, based on roles defined in the system, e.g. ensure that providers cannot see information about any providers other than themselves and allow only designated Database Administrators (DBAs) to view database level data storage.

g) **Password Management:** Passwords shall be able to be reset by the DOH System Administrator. User passwords shall not be viewable to anyone, even Database Administrators. Passwords shall be able to be reset by a security administrator. All reset passwords shall require immediate change by the user upon next logon.

h) **Account Termination:** Access to terminated, unauthorized or inactive users shall be disabled immediately in accordance with the NYS Account Management/Access Control Standard.

i) **Periodic User Access Review:** Periodically review and confirm that all active users are still authorized and associated with the authorized program.

5) Configuration and Change Management:

a) **Configuration Change:** Configuration changes must be analyzed for security impact, tested, and approved prior to implementation in accordance with the NYS Secure Configuration Standard.

b) **Change Management:** Have proper change management process and procedure in place to prevent unauthorized system, configuration and/or code changes.

6) Vulnerability Management:

a) **Vulnerability Scanning:** Perform regular vulnerability scanning to identify and remediate and/or mitigate security weaknesses in accordance with the NYS Vulnerability Management Standard.

b) **Vulnerability Reporting:** Provide periodic report on vulnerability management status and POA&M for all outstanding vulnerabilities.

c) **Patch Management:** Apply security related software or firmware updates (patches) to applicable IT systems in a timely manner as in accordance with the NYS Patch Management Standard.

7) Security Audits and Testing:

a) **Security Risk Assessment:** Undergo regular security risk assessments and audits, preferably performed by an independent qualified third-party security contractor, to demonstrate adherence to security regulations and standards. Issues identified in the security risk assessment must be addressed with a plan for resolution and resolved within a reasonable timeframe in accordance with the NYS Information Security Risk Management Standard.

b) **SOC 2 or Other Audits or Security Assessment:** Periodically provide reports of security audits conducted by a third-party, such as a SOC 2 Type 2 report.

c) **Penetration Testing:** Perform penetration testing annually to identify and remediate and/or mitigate vulnerabilities in the systems and applications, preferably by an independent qualified third-party security contractor.

8) Secure Software Development Lifecycle (SSDLC):

a) **Secure Coding Standards:** Adhere to secure coding standards and best practices during application development in accordance with the NYS Secure Coding Standard.

b) **Code Reviews:** Perform code reviews, static and dynamic code analysis and testing to identify and address security vulnerabilities prior to release into the production environment. The use of a Development / QA environment for such

testing is expected and must not store authentication credentials or sensitive data in its source code.

c) **SSDLC Processes:** Follow secure software development lifecycle (SSDLC) processes, including policies, training, audits, and testing, in accordance with the NYS Secure System Development Life Cycle Standard.

9) Logging and Monitoring:

a) **Audit Logs:** All necessary audit trails for all data transmission, access and processing activities must be implemented and monitored regularly to identify unauthorized or inappropriate access to any device or service within the network, suspicious network scans or other anomalies, in accordance with the NYS Security Logging Standard.

b) **Access Control Logging:** Actively log and monitor all user access, actions and activities to systems, applications, and data, including the specific permissions granted and any modifications made and access to privileged accounts and sensitive data.

c) **Log Data Capture:** Capture all relevant data elements in logs, including but not limited to: Access date and time, Username attempting access, Success or failure of access, Source of access, Target of access. Information should be provided to NYSDOH upon request.

d) **Log Retention:** Logs must be retained, stored and protected in accordance with the NYS Security Logging Standard and relevant regulations.

e) **Security Monitoring and Alerting:** Perform real-time security monitoring and alerting for suspicious activities, interruption or disaster must be implemented and maintained.

10) Business Continuity and Disaster Recovery:

a) **Backup:** Data must be backed up and maintained off-site. The backup data must be tested periodically.

11) Incident Response:

a) **Notification Procedures:** Have clear notification procedures in place for reporting security incidents, including potential breaches. Notification should at a minimum include the root cause and method(s) of resolution of the security issue.

b) **Incident Response Plans:** Have a detailed incident response plan that outlines the steps the vendor will take to address security incidents in accordance with the NYS Cyber Incident Response Standard.

c) **Timely Incident Reporting:** All material incidents, including significant third-party or supply chain incidents impacting the NYSDOH, must be reported immediately to NYSDOH and NYS ITS upon becoming aware of the occurrence and no later than 24 hours.

d) **Emergency Preparedness:** Recovery procedures, in the event of a business interruption or disaster, must be implemented and maintained.

12) Data Breach Notification:

a) **Timely Breach Reporting:** Notify the DOH immediately, and no later than 24 hours, of any breach of security, privacy and confidentiality, as well as comply with any federal or State laws or regulations related to other notification in relation to such breach.

b) **Notification Procedures:** Define clear procedures for notifying affected individuals and relevant authorities in the event of a data breach.

c) **Data Breach Response Plan:** Outline the steps it will take to contain and mitigate the impact of a data breach.

13) Third-Party Security Risk Management:

a) **3rd Party Risk Management Process:** Have in place a process of identifying, assessing, and mitigating risks associated with external parties, including vendors, suppliers, and partners.

14) Artificial Intelligence (AI):

a) **Responsible AI Adoption:** Manage AI security risks in accordance with the NYS Acceptable Use of Artificial Intelligence Technologies Standard to ensure the safety, reliability, and trustworthiness of the usage of the AI systems.

15) Privacy:

a) **Data Minimization:** Only collect and retain PII that is strictly necessary for the specified purpose of the software.

b) **Privacy by Design and by Default:** Commit to privacy by design principles, ensuring that privacy considerations are integrated into the software development process from the outset, and privacy by default, meaning the most privacy-protective settings are the default.

c) **Data Sharing with Third-Party:** Must not, without written authorization from the DOH, divulge to other third parties any confidential information obtained by the Third-Party or its agents, distributors, resellers, subcontractors, officers or employees during the course of performing contract work. This information includes, but is not limited to security procedures, business operations

information or commercial proprietary information in the possession of the DOH, Protected Health Information (PHI) or other data. In addition, a HIPAA Business Associate Agreement (BAA) is required.

d) **Confidentiality:** Treat all information obtained through its performance under the contract as confidential information and will not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and securing of its rights, or as otherwise provided. State or federal officials, or representatives of these parties as authorized by State or federal law or regulations, will have access to all confidential information in accordance with the requirements of State and federal laws and regulations.

e) **DOH Authority:** The DOH will have absolute authority to determine if, and when, any other party may be allowed to access information. Confidentiality is the concept that data will be viewable only by those who are explicitly permitted to view it.

f) **User Agreement:** The system must include a clearly defined user agreement to ensure users are aware of and consent to the privacy policy upon log-in and before interacting with data. There must be an ability to update the user agreement to reflect changes in regulations, policies and legal requirements.

16) Overall Security and Privacy Posture:

a) **Security Team and Expertise:** Have sufficient size and expertise of their security and privacy teams.

b) **Security Policies and Procedures:** Provide copies or summaries of their key security and privacy policies and procedures upon request.

c) **Right to Audit:** NYSDOH has the right to audit the Third-Party security and privacy practices.

d) **Staff Education:** Take steps to ensure that their staff, agents and subcontractors are educated in specific security, privacy and confidentiality requirements as applied to this contract, explaining its responsibilities in maintaining security, privacy and confidentiality and reviewing all policies, processes and procedures that will be used for this project.

e) **Training:** Provide training to DOH and Third-Party staff on the Third-Party's privacy and security procedures, which should comply with the State and Federal requirements for security privacy.

ATTACHMENT I
AIMS Data Use Agreement (DUA) Summary

INTRODUCTION

This document provides information about the structure and requirements associated with the OHIP Data Use Agreement (DUA). The below is intended to serve as an overview and summary of some of the terms in the DUA. This summary document is not intended to be a legally binding agreement. Specific questions regarding compliance with federal and state laws should be referred to your own legal counsel. This document is for informational purposes only and may not reflect the actual terms of the DUA. DOH may revise this document and/or the DUA at its sole discretion.

WHAT IS A DUA AND WHEN SHOULD IT BE USED?

The DUA is a legally binding agreement between the Department of Health Office of Health Insurance Programs (the Department) and the requesting organization to govern the organization's use and access to Medicaid Confidential Data (MCD). A Requestor is the person requesting the access to MCD on their own or their organization's behalf. The Requestor is also known as the Authorized Individual. The DUA is used when the Department has determined that the Requestor's stated purpose administers the Medicaid program and meets the minimum necessary standard established under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

DEFINITION OF MEDICAID CONFIDENTIAL DATA (MCD)

MCD includes, but is not limited to:

- Names and addresses of Medicaid applicants/recipients.
- Medical services provided.
- Social and economic conditions or circumstances.
- Department of Health evaluation of personal information.
- Medical data, including diagnosis and history of disease or disability.
- Income, eligibility information, and amount of Medicaid payment.
- Information regarding the identification of third parties, and/or information the Department deems to be part of the operations of the Medicaid program that is of a sensitive nature, such as cost of services provided.
- Any OHIP data Requestor has access to, uses, creates, transfers, processes, maintains, transmits, stores pursuant to an executed OHIP DUA. Each element of MCD is confidential regardless of the document, mode of communication, or storage in which it is found.

DEFINITION OF OHIP MODERATE-PLUS SECURITY CONTROLS BASELINE

In order to ensure MCD is appropriately safeguarded, the Department requires organizations that transfer, process, or store MCD to comply with the *Moderate-Plus Security Controls Baseline* and all other applicable New York State and federal laws, regulations, policies, and standards, including but not limited to the HIPAA Omnibus Final Rule. The Moderate-Plus Security Controls Baseline is based on the Centers for Medicare and Medicaid Services (CMS) Acceptable Risk Safeguards (ARS) and National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 at the Moderate level. The Department has augmented these

federal standards with requirements from New York State Policies and Standards.

DUA STRUCTURE AND REQUIREMENTS

The below outlines the DUA structure and the contractual requirements contained within.

General

- The Requestor may not alter the DUA provided by the Department in any way.
- The individual listed as the Requestor or Authorized Individual must sign two agreements: the DUA and the Business Associates Agreement (BAA).
- The Custodians must sign the DUA in Section 4 prior to the Requestor signing the DUA.
- All requirements for Security and Privacy should be passed down to all other contractors or business associates with whom the Requestor shares Medicaid data.
- The requesting organization agrees to only use the data for the purposes outlined in the DUA or any DUA Addendum.
- The Department retains all ownership rights to the data.

Section 1: Requestor Information

- The requesting organization agrees to:
    - Only use the data for the purposes outlined in the DUA.
    - Establish appropriate Security and Privacy safeguards as required by the DUA, state and federal law, HIPAA, NYS Information Security Policy P03-002, and NIST SP 800-53.
- The provisions of the DUA apply to all derivative or commingled data with direct identifiers or elements that can be used to identify a person when combined with other information.
- This agreement preempts any previous agreements with the Department for the data and purpose described within.

Section 2: Purpose

- The Requestor affirms that within its organization and any subcontractors, data access will only be the minimum necessary for the project.
- The project purpose is pre-filled by the Security and Privacy Bureau with language developed by working with the appropriate program area.
- MCD must be used to assist the Department in the administration, monitoring, management and improvement of the New York State Medicaid program or the services provided to beneficiaries.

Section 3: Data Description

- Specifies the data elements required for the project and the frequency of the release and access.

Section 4: Custodian

- Identifies two representatives of the requesting organization to act as Custodians.
- Custodians ensure security and privacy requirements are being met.
- The Department may reject a Custodian at any time.
- Custodian changes require the requesting organization to submit a DUA Addendum to the Security and Privacy Bureau.
- Custodians shall also:
    - Notify the Security and Privacy Bureau within 15 days of any change of Custodians.
    - Manage the organization's Names List.
    - Submit the Names List to the Security and Privacy Bureau within 24 hours of employees/subcontractors joining or leaving the project.
    - Submit an updated Names List upon request by the Department.
    - Submit an updated Names List each quarter accompanied by a DUA Addendum.

Section 5: Security

- The Requestor agrees to ensure that all appropriate security safeguards are in place, consistent with the Moderate-Plus standard.
- The Requestor agrees that if the organization will possess MCD, they will not move the data from the approved environment without the Department's written approval to do so. To obtain this approval, the requesting organization shall submit a DUA Addendum and evidence of having met the Security requirements. After the DUA Addendum is reviewed and approved, the requesting organization will receive written acceptance from the Department.
- Security requirements are at the Department's discretion and must be completed prior to the data being moved into the environment.

Section 6: Data Storage and Access

- Describes the way the requesting organization will access the data, including location information. One or multiple of the following may be selected:
    - A "Restricted Access Model" (RAM) that is an air-gapped room, with a single computer system, strictly limited users, and no network connection.
    - A "Production" system where MCD is used in conjunction with the organization's data.
    - "DOH system access" defines which systems the organization will have access to for the project.
    - "Other" indicates non OHIP systems that are needed for the project.
- The data cannot be transferred by any means to another environment without the Department's approval.

Section 7: End Date and Destruction of Data

- Sets the end date of the agreement. This date may only be extended by an accepted DUA Addendum changing the date.
- Extensions will be granted at the sole discretion of the Department and will otherwise be bound by the contract end dates executed between the requesting organization and the Department.
- If the purpose of the DUA ends before the DUA itself, the Requestor will notify the Security and Privacy Bureau within 30 days of project completion.
- Stipulates that the data shall be destroyed within 30 days of the end date of the DUA, or upon completion of the project if it ends before the DUA. The Requestor will send a Data Destruction Affidavit to the Security and Privacy Bureau which attests to how and when the data was destroyed. A Data Destruction Affidavit template is provided at the end of the DUA.
- The Requestor can request an exception to the data destruction. If the Department grants the extension, the Requestor agrees the MCD will be protected in accordance with the terms of the DUA until the data is destroyed.
- The DUA may be terminated by either party, at any time, with 30 days written notice.
- If the organization goes out of business, it must destroy all data and submit a data destruction affidavit to the Security and Privacy Bureau.

Section 8: Offshore Prohibition

- Prohibits receipt and access, storage, processing, or disposal of data covered under the agreement from outside of the United States and its territories.

Section 9: Unauthorized Use or Disclosure, Breach, and Incident Response

- Identifies the requirements for the Requestor if the Requestor believes they have used, reused, or disclosed MCD in a way not addressed by the DUA, or if the MCD is part of a possible security event.
- Stipulates that the requirements for any investigation are at the Department's sole discretion.
- The Requestor is required to notify the Department of a possible event within one hour of discovery. The Requestor shall send an email to the Security and Privacy mailbox notifying the Department of any possible security related event. The Department will work with the Requestor to document and track the event details.
- Specifies requirements for forensic activities related to incident investigation.
- The Department may, at its sole discretion, require the Requestor to destroy all data and submit a data destruction affidavit.
- The Requestor acknowledges potential liability if ransomware or malware is spread to the Department systems from Requestor systems.

Section 10: Business Associate Agreement

- Specifies that Attachment A of the DUA is the Department's HIPAA BAA. Attachment A stipulates the following:
    - The Requestor agrees to:
        - Become a Business Associate of the Department.
        - Ensure that any subcontractors agree to the same provisions as the Requestor.

        - Provide access to Protected Health Information (PHI) in a designated record set to the Department at any time.
        - Make amendments to PHI and document PHI disclosures as required.
        - Comply with HIPAA regulations.
    - Defines which parties are the Covered Entity and Business Associate.
    - Defines obligations of the Business Associate regarding use and redisclosure of the data.
    - Contains similar security and incident response provisions as the DUA.
    - Defines permitted uses and disclosures.
    - Defines contract term and termination and destruction/return of data to the Department.
    - Business Associate agrees to fully indemnify the Covered Entity and hold them harmless against all claims and costs resulting from Business Associate's actions with regards to the data.
    - Acknowledges the special protections surrounding HIV/AIDS and Alcohol and Substance Abuse data.

Section 11: Sharing Data with Third Parties

- The Requestor agrees not to share MCD with third parties without the Security and Privacy Bureau accepting a DUA Addendum and a copy of the BAA between the Requestor and the third party.
- In any BAA with a third party, the Requestor is required to include the "Confidentiality Language for Third Parties" as found in Section 11.III. If the Requestor does not want to alter their own BAA, they can use the "Confidentiality Language for Third-Parties" attachment provided by the Security and Privacy Bureau and submit it along with the BAA.

Section 12: Publications

- All publications derived from MCD, with or without direct identifiers, must be reviewed and approved by the Department prior to release.

Section 13: Attestation

- By signing the DUA, the Requestor agrees:
    - To abide by all provisions of the DUA.
    - To grant access to MCD in the Requestor's environment to the Department or their representative at any time.
    - That the signer of the agreement is authorized to bind the organization to legal agreements.
    - That the Department retains all ownership rights to the data and may require data destruction at any time.
    - To be responsible for use and disclosure in accordance with the DUA.
    - Agrees to include Third-Party Confidentiality Language in all BAAs with the Requestor's Business Associates and submit those BAAs for the Security and Privacy Bureau's acknowledgment.
    - That the Department is not responsible for loss due to data exchange.
    - That responsibilities under the agreement cannot be assigned or transferred.

    - That the agreement is governed by the laws of New York State.
- This section also contains a Confidentiality Statement that reiterates the end date and confidentiality statements. The Requestor also:
    - Agrees to sign Attachment A – Business Associates Agreement.
    - Acknowledges that no individual claim-specific data can be combined or become a permanent part of a different data set without the written approval of the Department.