



NEW YORK STATE DEPARTMENT OF CIVIL SERVICE

REQUEST FOR PROPOSALS

"Dependent Eligibility Audit Services"

RELEASE DATE: June 18, 2008

PROPOSAL DUE DATE: July 31, 2008

IMPORTANT NOTICE: A Restricted Period under the Procurement Lobbying Law is currently in effect for this Procurement and it will remain in effect until State Comptroller approval of the resultant contract. During the Restricted Period for this Procurement ALL communications must be directed, in writing, solely to the Procurement Manager as listed below and shall be in compliance with the Procurement Lobbying Law and the NYS Department of Civil Service "Rules Governing Conduct of Competitive Procurement Process" (refer to RFP, Section II: Procurement Protocol and Process).

Department of Civil Service Contact for
Inquiries and Submissions for this Solicitation:

Procurement Manager
Employee Benefits Division, Room 641
New York State Department of Civil Service
Alfred E. Smith Office Building
Albany, New York 12239
(518) 402-4264

e-mail: 2008DEASRFP@cs.state.ny.us

Nancy G. Groenwegen
Commissioner
New York State Department of Civil Service

Robert W. DuBois, CEBS
Director
Employee Benefits Division

SECTION I: INTRODUCTION**A. Purpose**

The purpose of this Request for Proposal (RFP), entitled “Dependent Eligibility Audit Services,” or “DEAS,” is to secure the services of a Vendor to administer a one-time verification of dependent eligibility for the New York State Health Insurance Plan (NYSHIP) and the Student Employee Health Plan either directly or through subcontracts with organizations qualified to perform all or some of the Project services required by this RFP. For purposes of this RFP, the use of the term Offeror will be understood to mean Vendor.

Note: Numbers, data or statistics which may appear in Exhibits referenced throughout this RFP are considered to be accurate but should not be used or viewed by prospective Offerors as guarantees or representations of any future enrollment or claim volume.

The Department will accept Proposals only from qualified Offerors and will consider for evaluation and selection purposes only those Proposals that it determines to be responsive to the project duties and responsibilities set forth in the Offeror’s Technical Proposal.

Enrollees will be granted a one-time amnesty period to report dependents who are not eligible and to terminate their eligibility on a current basis. Article XI Section 164 of NYS Civil Service Law states:

During the fiscal year two thousand eight - two thousand nine, the president *[of the Civil Service Commission]* shall establish an amnesty period not to exceed sixty days. During this amnesty period when any employee enrolled in the plan voluntarily identifies any ineligible dependent:

- (a) the termination of the ineligible dependent's coverage resulting from such employee's timely compliance shall be made on a current basis;
- (b) the plan shall not seek recovery of any claims paid based on the coverage of the ineligible dependent;
- (c) the employee shall not be entitled to any refund of premium paid on behalf of any such ineligible dependent; and

- (d) the employee shall not be subject to any disciplinary, civil or criminal action, directly as a result of the coverage of the ineligible dependent.

It is the Department of Civil Service's (Department's) intent to enter into an Agreement with the Vendor selected as a result of this RFP, effective the date the Agreement is approved by the NYS Office of State Comptroller. The Contractor's performance under this Agreement shall commence no later than fifteen days from the effective date of the Agreement.

For definitions of terms used throughout this RFP refer to Exhibit II.K Glossary of Terms.

This RFP and other relevant information is available at

www.cs.state.ny.us/2008DEASRFP/index.cfm.

B. Overview of the New York State Health Insurance Program

The New York State Health Insurance Program (NYSHIP) was established by the State Legislature in 1957 to provide health insurance coverage to New York State (NYS or State) employees, retirees and their eligible dependents. Public authorities, public benefit corporations, and other quasi-public entities, such as the NYS Thruway Authority and the Dormitory Authority may choose to participate in the NYSHIP Health Plan; those that do are called Participating Employers (PEs). Article XI of the NYS Civil Service Law also allows local units of government such as school districts, special districts, and municipal corporations to participate in NYSHIP; those local government units which choose to participate in NYSHIP are called Participating Agencies (PAs). At present there are approximately 368 NYS agencies, 92 Participating Employers, and 800 Participating Agencies in NYSHIP. NYSHIP is administered by the Department's Employee Benefits Division.

The majority of the State's workforce is represented by one of several unions. **Exhibit III.A** lists the various groups currently participating in NYSHIP.

NYSHIP is designed to provide health insurance coverage through the Empire Plan, a Participating Provider Organization (PPO) with managed care components; twelve (12) Health Maintenance Organizations (HMOs); and through the Student Employee Health Plan (SEHP), a health insurance plan for graduate student employees of the State University system. NYS and PE employees and retirees may elect to enroll in either the Empire Plan or in one of several HMOs offered through NYSHIP. However, NYSHIP offers only the

Empire Plan to PAs. NYSHIP currently covers over 586,000 NYS, PA and PE employees and retirees. Eligible covered dependents bring the total number of covered lives in NYSHIP (Empire Plan and HMOs) to approximately 1,222,000. SEHP covers an average of 3,850 employees and their eligible covered dependents bring the total number of average covered lives to approximately 4,560.

The Department may elect to administer the Amnesty Period itself; however, the Department may opt to have the Contractor administer the Amnesty Period under this Agreement. There will only be one Amnesty Period for all groups (NY, PE and PA). The Department may elect to conduct the audit of NYSHIP eligibility in two stages. In the event the Department elects to do the audit in two stages, an audit of State and PE dependent eligibility will be conducted first. Based on experience with this group, the Department will decide whether to proceed with an audit of Participating Agency dependent eligibility. The audit of PA dependents may commence prior to the conclusion of the NY/PE audit stage of the audit. Offerors are required to submit separate price quotes for each group (State/PE dependents and PA dependents).

C. Health Insurance Enrollment Transaction Processing

Enrollment information is maintained on the New York Benefits Eligibility and Accounting System (NYBEAS), which is maintained and administered by the Department. Each State Agency, Participating Employer and Participating Agency designates one or more of their employees as the Health Benefits Administrators (HBAs) for their enrollees. The HBA determines member eligibility (see Exhibit II.A for dependent eligibility guidelines and Exhibit II.B for survivor eligibility guidelines) and effective dates of coverage based on policies and procedures provided by the Department and enrolls the members directly on NYBEAS. NYBEAS contains numerous edits to verify the eligibility of the member and to make sure the proper waiting period has been met prior to accepting the enrollment transaction. HBAs are responsible for reviewing and storing all proofs of eligibility.

Department staff acts as the HBA for employees who have left State service and continue their enrollment in NYSHIP (retirees, vestees, COBRA, etc.); state employees who are on Leave Without Pay or Workers' Compensation Leave; and dependents who survive enrollees or who continue coverage under COBRA. Department staff also acts as the HBA for certain smaller agencies. Department staff is available to assist HBAs with enrollment

and eligibility issues and to process or correct transactions on NYBEAS that the HBAs are not permitted to complete themselves.

Enrollee benefit statements are typically mailed to enrollees annually. These statements include enrollment information, including covered dependents. Enrollees are asked to review the enrollment information and report any information that is inaccurate to their HBA. See Exhibit II.J for a sample benefit statement. Benefit statements for 2008 are scheduled to be mailed to NYSHIP enrollees between the months of May and September.

Eligibility changes are transmitted daily to the Empire Plan Hospital, Medical, and Prescription Drug insurance carriers, and weekly to the Empire Plan Mental Health and Substance Abuse insurance carrier and the HMOs. Unless the enrollee notifies his/her HBA of a change in a dependent child's status, the dependent child is maintained on NYBEAS until they are 25 years old. Plan carriers are required to verify dependent student status before their payment of submitted claims for dependent children who are 19 years of age or older. Empire Plan and SEHP prescription drug coverage is a point of service benefit and currently does not include verification of dependent student status. HMO practices vary with respect to verifying dependent student status.

SECTION II: PROCUREMENT PROTOCOL AND PROCESS

A. RULES GOVERNING CONDUCT OF COMPETITIVE PROCUREMENT PROCESS

1. Timeline/Key Events

The following estimated timeline will be in effect for this RFP:

RFP Release Date	June 18, 2008
Exhibit I.K Procurement Lobbying Offeror's Affirmation of Understanding & Agreement) Due Date	see * below
Exhibit I.J Notice of Bidding Intention Deadline	July 2, 2008
Pre-Proposal Conference	July 2, 2008 10:00 a.m. ET
Questions Due Date	July 3, 2008 5:00 p.m. ET
Release Date of Official Responses to Questions	July 11, 2008
Proposals Due Date	July 31, 2008 3:00 p.m. ET
Anticipated Contract Effective Date	October 2008

* Prior to the Offeror's initial contact with the Department, the Offeror must complete and submit Exhibit I.K Procurement Lobbying Offeror's Affirmation of Understanding & Agreement to the DEAS Procurement Manager.

2. Procurement Lobbying Limitations

- a. Pursuant to State Finance Law §139-j and §139-k, this Procurement imposes certain procurement lobbying limitations. Offerors are restricted from making contacts during the Procurement's "Restricted Period" (from the issuance of this RFP until the date of the Contract's final approval by the OSC) to other than designated staff of the Department and the Executive Branch of New York State government, unless the contact falls within certain statutory exceptions ("permissible contacts"). For purposes of this Section II.A.2 of the RFP, "Offeror" includes prospective Offerors prior to the due date for the submission of offers/bids (i.e., Proposals) in response to the solicitation document (i.e., RFP or Procurement). Staff is required to obtain certain information from Offerors and others whenever there is a contact about the Procurement during the Restricted Period, and is required to make a determination of the Offeror's responsibility that addresses the Offeror's compliance with the statutes' requirements. Findings of non-responsibility result in rejection for contract award, and if an entity is subject to two non-responsibility findings within four years the entity also will be determined ineligible to submit a proposal on or be awarded a contract for four years from the date of the second non-responsibility

finding. The Department's policy and procedures are attached as **Exhibit I.L, "Procurement Lobbying Policy: Restrictions on Contacts During the Procurement Process"** to this RFP. Further information about these requirements can be found at: www.ogs.state.ny.us/aboutOGS/regulations/defaultAdvisoryCouncil.html.

- b. In order to ensure public confidence and integrity in the procurement process, the Department will strictly control all communications between any Offeror and participants in the evaluation process from the date the RFP is released until the Contract is approved by OSC. All contacts and inquiries concerning the Procurement must be directed solely to the DEAS Procurement Manager, the Department's designated contact for this Procurement. An Offeror's failure to comply with this requirement may result in the Offeror's disqualification from this Procurement.

DEAS Procurement Manager
Employee Benefits Division, Room 641
NYS Department of Civil Service
Alfred E. Smith Office Building
Albany, NY 12239
Fax: 518-402-2835
E-mail: 2008DEASRFP@cs.state.ny.us

Additionally, prospective Offerors are strictly prohibited from making any contacts or inquiries concerning the Procurement with any member, officer or employee of any State governmental entity other than the Department from the date the RFP is released until the Contract is approved by OSC, subject only to the specific exceptions listed below. Further, any prospective Offeror shall not attempt to influence this Procurement in any manner that would result in a violation or an attempted violation of Public Officers Law §73(5) or §74.

- c. The following contacts are exempted from the provisions of this section:
- (1) The submission of written Proposals in response to this RFP;
 - (2) The submission of written questions as set forth in this RFP when all written questions and responses are to be distributed to all prospective Offerors who have expressed an interest in the Procurement;
 - (3) Participation in the Pre-Proposal Conference as provided for in this RFP;

- (4) A complaint by a prospective Offeror or an Offeror regarding the failure of the DEAS Procurement Manager to respond to an authorized contact, when such complaint is made in writing to the Department's Office of the General Counsel, provided that any such written complaint shall become a part of the procurement record;
- (5) Communications by the selected Offeror who has been tentatively awarded a contract and is engaged in communications with the Department solely for the purpose of negotiating the terms of the agreement after having been notified of the tentative award;
- (6) Contact by an Offeror to request a review of a proposed award when done in accordance with the procedure specified in the RFP;
- (7)
 - (a) Contacts by an Offeror in protests, appeals or other review proceedings (including the apparent selected Offeror and its representatives) before the Department seeking a final administrative determination, or in a subsequent judicial proceeding; or
 - (b) Complaints of alleged improper conduct in the Procurement when such complaints are made to the State Attorney General, Inspector General, District Attorney, or to a court of competent jurisdiction; or
 - (c) Written protests, appeals or complaints to the OSC office during the process of contract approval, where the approval of the OSC is required by law, and where such communications and any responses thereto are made in writing and shall be entered in the procurement record pursuant to State Finance Law §163.
- d. It is **mandatory** that all prospective Offerors complete **Exhibit I.K, "Procurement Lobbying Offeror's Affirmation of Understanding and Agreement"** affirming their understanding of and agreement to comply with the procurement lobbying requirements set forth in State Finance Law §139-k and §139-j. A completed **Exhibit I.K** must be submitted to the DEAS Procurement Manager **prior to a prospective Offeror making its initial contact with the Department** (e.g., attendance at the Pre-Proposal Conference, submission of questions, etc.) or concurrent with an Offeror's submission of its Proposal, whichever shall occur first.

Additionally, at the time a Proposal is submitted to the Department, the Offeror is required to provide a completed Certification of Compliance Pursuant to State Finance Law §139-k. This certification is included as **Exhibit I.P** of this RFP.

3. Notice of Bidding Intention Deadline

Filing of this notice is **not** mandatory; however, to assist the Department in better managing the procurement process, prospective Offerors, whether they intend to submit a Proposal in response to this RFP or not, are requested to complete a **“Notice of Bidding Intention Form” (Exhibit I.J)** and submit it to the DEAS Procurement Manager by the Notice of Bidding Intention Deadline as set forth in Section II.A.1. The completed form may be submitted either in hardcopy, at the address provided in Section II.A.2.b, or electronically at: 2008DEASRFP@cs.state.ny.us.

4. Pre-Proposal Conference

A Pre-Proposal Conference will be held on July 2, 2008, in Room 354 of the Alfred E. Smith Office Building, Albany, NY, at 10:00 a.m. Attendance is **not** mandatory; but is strongly recommended, as prospective Offerors will be afforded the opportunity to ask questions concerning the Procurement at the conference.

Each Offeror is requested to send no more than three (3) representatives to the conference. If your organization plans to attend the Pre-Proposal Conference, please notify the DEAS Procurement Manager via facsimile or e-mail at the address noted in Section II.A.2.b at least five (5) business days before the conference with the name and affiliation of each person attending. Please be advised that due to security requirements, all visitors must be registered in the Alfred E. Smith Building's Visitors' Management System in advance of the meeting date. On the date of the conference, visitors will be required to present photo identification and will be photographed. Prospective Offerors are advised to allow sufficient time to go through security.

5. Submission of Errors or Omissions in the RFP Document

By participating in activities related to this Procurement, and/or by submitting a Proposal in response to this RFP, prospective Offerors agree to be bound by its terms, including, but not limited to, this process by which a prospective Offeror may submit errors or omissions for

consideration. In the event that a prospective Offeror believes there is an error or omission in the RFP, the prospective Offeror may raise such issue according to the following provisions:

a. Process for Submitting Assertions of Errors or Omissions in RFP Document

- (1) **Time Frame:** Assertions of errors or omissions in the procurement process which are or should have been apparent prior to the Proposal Due Date must be received by the Department, in writing, five (5) business days after the Release Date of Official Responses to Questions specified in Section II.A.1.
- (2) **Content:** The submission alleging the error or omission must clearly and fully state the legal and/or factual grounds for the assertion and must include all relevant documentation
- (3) **Format of Submission:** All submissions asserting an error or omission must be in writing and submitted to the DSS Procurement Manager at the following address:

DEAS Procurement Manager
Employee Benefits Division, Room 641
NYS Department of Civil Service
Alfred E. Smith Office Building
Albany, New York 12239

The envelope or package must clearly and prominently display the following statement:

**"Submission of Errors or Omissions for the
Dependent Eligibility Audit Services
Request for Proposal"**

Any assertion of an error or omission which does not conform to the requirements set forth in this section shall be deemed waived by the prospective Offeror and the prospective Offeror shall have no further recourse.

b. The Review Process for Assertions of Errors or Omissions in RFP Document

The Department shall conduct the review process for submission of errors or omissions. The Commissioner may appoint a designee who will review the submission and make a recommendation to the Commissioner as to the disposition of the matter. The Commissioner's designee may be an employee of the Department but, in any event,

shall be someone who has not participated in the preparation of this RFP, the evaluation of Proposals, or the selection decision. At the discretion of the Commissioner, or the Commissioner's designee, the prospective Offeror may be given the opportunity to meet with the Commissioner or his designee, as the case may be, to support its submission. The prospective Offeror may, but need not, be represented by counsel at such a meeting. Any and all issues concerning the manner in which the review process is conducted shall be determined solely by the Commissioner or the Commissioner's designee.

The Commissioner, or the Commissioner's designee, shall review the matter, and the Commissioner shall issue a written decision within twenty (20) business days after the close of the review process. If additional time for the issuance of the decision is necessary, the prospective Offeror shall be advised of the delay and of the time frame within which a decision may be reasonably expected. The Commissioner's decision will be communicated to the party in writing and shall constitute the agency's final determination in the matter.

The Department reserves the right to determine and to act in the best interests of the State in resolving any assertion of error or omission in the RFP document. As a consequence of reviewing the assertion, the Department may elect to extend the Proposal Due Date as may be appropriate. Notice of any such extension will be provided to all organizations who registered via mail, facsimile or e-mail and those prospective Offerors who attended the pre-proposal conference. Notice of any extension will also be posted to: www.cs.state.ny.us/2008DEASRFP/index.cfm.

6. Submission of Questions

In the event a prospective Offeror has any substantive or procedural questions concerning the content of the RFP document, those questions can be submitted in the following manner to:

DEAS Procurement Manager
Employee Benefits Division, Room 641
NYS Department of Civil Service
Alfred E. Smith Office Building
Albany, New York 12239
Fax: 518-402-2835
E-Mail: 2008DEASRFP@cs.state.ny.us

Prospective Offerors may submit questions to the DEAS Procurement Manager, in writing, via e-mail, facsimile or mail, prior to the date of the Pre-Proposal Conference. The Department strongly urges prospective Offerors to submit the questions via e-mail. Written and oral questions also may be submitted at the Pre-Proposal Conference. Each question must cite the particular RFP section, page number and paragraph number to which it refers. Responses to some questions may be deferred until after the conference. All responses will be considered unofficial until issued or confirmed in writing by the Department on the procurement website. Only those questions received prior to 5:00 p.m. Eastern Time (ET), on the Questions Due Date as shown in Section II.A.1. of this RFP, will be accepted.

To expedite its responses, the Department has provided a question template form which prospective Offerors are requested to use in submitting questions regarding the RFP (see RFP, [**Exhibit I.R**] "Question Template").

After the Questions Due Date, the Department will provide to all organizations who have registered, e-mail notification of the posting of all questions accepted and the Department's Official Responses to said questions. Said information will be posted to: www.cs.state.ny.us/2008DEASRFP/index.cfm. Upon written request to the DEAS Procurement Manager, the Department will provide a hard copy of all questions accepted and their Official Responses. The written Official Responses will be deemed controlling. In responses to questions, the Department will not provide information about processes or information proprietary to any prospective Offeror.

7. Submission of Proposal

a. Submission Requirements

The Offeror's Proposal must be organized in three (3) separate parts: Administrative Proposal; Technical Proposal, and Cost Proposal. To facilitate the evaluation process, Offerors must submit twelve (12) separately bound hard copies (two (2) ORIGINALS and ten (10) copies) and one (1) electronic copy (CD) **of each of the three (3) parts** of the Offeror's Proposal. Electronic submissions must be in Adobe Acrobat, as applicable. These thirty-six (36) documents and three (3) CDs are collectively hereafter referred to as "Submissions."

Each ORIGINAL hard copy of each part must be marked "ORIGINAL," contain original signatures of an official(s) authorized to bind the Offeror to its provisions on all forms submitted that require the Offeror's signature and should be numbered sequentially, i.e. Original #1, Original #2. The remaining ten (10) hard copies of each part may contain a copy of the official's signature and should be numbered sequentially (e.g. Copy #1, Copy #2, etc). Please note that, for each of the three (3) parts, that hard copy marked "ORIGINAL #1" will be deemed controlling by the Department when viewing the Proposal.

Proposals should be placed and packaged in sealed boxes/envelopes with a label on the outside containing the information below.

**New York State Department of Civil Service
Request for Proposals
"Dependent Eligibility Audit Services"
OFFEROR NAME
OFFEROR ADDRESS**

Indicate content, as applicable:
ADMINISTRATIVE, TECHNICAL or COST PROPOSAL

There must be no Cost information included in the Offeror's Administrative Proposal or Technical Proposal.

All Proposals must be mailed or hand-delivered to:

DEAS Procurement Manager
ATTN: Employee Benefits Division, Room 641
NYS Department of Civil Service
Alfred E. Smith Office Building
Albany, New York 12239

For those Offerors who plan to have the Proposal hand delivered to the Department, arrangements for acceptance of the package must be made in accordance with Department security procedures. **To make such arrangements, the Department requests that the Offeror notify the DEAS Procurement Manager forty-eight (48) hours prior to delivery.**

All Proposals must be received by 3:00 p.m. ET on the Proposal Due Date as set forth in Section II. A.1 of the RFP. No exceptions will be made for late submission or delays in delivery of the Proposal. If the Proposal is delivered by mail or courier, the

Department recommends that it be sent "return receipt requested," so the Offeror obtains proof of timely delivery.

All Proposals submitted become the property of the Department. Any proposal received after 3:00 p.m. ET on the Proposal Due Date will not be deemed accepted by the Department and may be returned to the submitting entity at the Department's discretion.

The Department will accept amendments and/or additions to an Offeror's Proposal if the request is received by the Department prior to 3:00 p.m. ET on the Proposal Due Date. Such a request must be submitted in writing, in accordance with the format set forth in Section II.A.7 of this RFP, and will be included as part of the Offeror's Proposal, if accepted by the Department as provided above.

Offerors are cautioned to verify the content of their Proposal before submission. Except for material received from an Offeror in response to a request by the Department, the Department will not accept amendments or additions to a Proposal if such material is received after 3:00 p.m. ET on the Proposal Due Date. Offerors are encouraged to submit the Proposal Submission Checklist (**Exhibit I.A**) to facilitate verification of Proposal contents. An Offeror's request to withdraw a Proposal after the Proposal Due Date may be considered at the sole discretion of the Department.

b. Formatting Requirements

The Administrative Proposal, Technical Proposal and Cost Proposal each must comply with the following formatting requirements:

(1) **Binding of Proposal:** The Administrative, Technical and Cost Proposals must be separately bound. The official name of the organization(s) and "Dependent Eligibility Audit Services" must appear on the outside front cover of each copy of the Offeror's Administrative, Technical and Cost Proposal. If the Proposals are submitted in loose-leaf binders, the official name(s) of the organization(s) and "Dependent Eligibility Audit Services" also must appear on the spine of the binders;

(2) **Table of Contents:** Each Proposal must include a table of contents;

- (3) ***Index Tabs***: Each major Section of the Proposal and each Exhibit must be labeled with an index tab that completely identifies the title of the Section or Exhibit as named in the table of contents;
- (4) ***Pagination***: Each page of the Proposal, including Exhibits, must be labeled on the upper right with the Section title and Section reference, page number, and date. Pages within each Section and Exhibit must be numbered consecutively;
- (5) ***Proposal Updates/Corrections***: Each Offeror must submit its Proposal so that any update pages required by the Department can be easily incorporated into the Proposal. Should it be necessary for an Offeror to submit additional information in support of its Proposal, it must be submitted in accordance with the following: upon written notification by the Offeror and agreement by the Department, new or replacement pages may be placed in the Proposal. All new or replacement pages will show the date of the revision and indicate the portion of the page being changed. This latter requirement will be fulfilled by drawing vertical lines down both margins of all affected passages. All new/replacement pages will be noted by the Department on the errata sheet to be placed at the front of the Proposal copy; and,
- (6) ***Required Content of Proposals***: The Proposal shall consist of three parts: 1) the Administrative Proposal, which must respond to the requirements set forth in Section III of this RFP; 2) the Technical Proposal, which must respond to the requirements set forth in Section IV of this RFP; and 3) the Cost Proposal, which must respond to the requirements set forth in Section V of this RFP.

8. Notification of Award

A proposed award notification letter will be sent to the selected Offeror indicating a conditional award subject to successful contract negotiations. The remaining Offerors will be notified of the conditional award and the possibility that failed negotiations could result in an alternative award. At that time, Offerors will be advised of the opportunity for a debriefing by the Department of the evaluation of that Offeror's Proposal. No public discussion or news releases relating to this RFP or the Contract shall be made by any Offeror or their agent without the prior approval of the Department.

9. Submission of Award Protests

By participating in activities related to this Procurement, and/or by submitting a Proposal in response to this RFP, all Offerors agree to be bound by its terms including, but not limited to, the process by which an Offeror may submit protests of the selection award for consideration. In the event that an Offeror decides to protest the selection decision, the Offeror may raise such issue according to the following provisions.

a. Process for Submitting Post Award Protests of the Selection Decision

- (1) **Time Frame:** Any protest of the selection decision must be received no later than ten (10) business days after an Offeror's receipt of written notification by the Department of a conditional award.
- (2) **Content:** The submission of the protest must clearly and fully state the legal and/or factual grounds for the protest and must include all relevant documentation.
- (3) **Format of Submission:** All submissions of protest must be in writing and submitted to the DEAS Procurement Manager at the following address:

DEAS Procurement Manager
ATTN: Employee Benefits Division, Room 641
NYS Department of Civil Service
Alfred E. Smith Office Building
Albany, New York 12239

A protest of the selection decision must have the following statement clearly and prominently displayed on the envelope or package:

**“Submission of Selection Protest for the
Dependent Eligibility Audit Services”**

Any assertion of protest which does not conform to the requirements set forth in this section shall be deemed waived by the Offeror, and the Offeror shall have no further recourse.

b. The Review Process for Submission of Protests

The Department shall conduct the review process of submitted protests. The Commissioner may appoint a designee to review the submission and to make a

recommendation to the Commissioner as to the disposition of the matter. The Commissioner's designee may be an employee of the Department but, in any event, shall be someone who has not participated in the preparation of this RFP, the evaluation of Proposals, or the selection decision. At the discretion of the Commissioner, or the Commissioner's designee, the Offeror may be given the opportunity to meet with the Commissioner or his designee, as the case may be, to support its submission. The Offeror may, but need not, be represented by counsel at such a meeting. Any and all issues concerning the manner in which the review process is conducted shall be determined solely by the Commissioner, or the Commissioner's designee.

The Commissioner, or the Commissioner's designee, shall review the matter, and the Commissioner shall issue a written decision within twenty (20) business days after the close of the review process. If additional time for the issuance of the decision is necessary, the Offeror shall be advised of the delay and of the time frame within which a decision may be reasonably expected. The Commissioner's decision will be communicated to the party in writing and shall constitute the agency's final determination in the matter.

In the event that an Offeror protests the selection decision, the Department shall continue working with the selected Offeror pending the outcome of the protest. Any Offeror whose Proposal might become eligible for a conditional award in the event that the intended selection is disqualified may be asked to extend the time for which their Proposal shall remain valid.

The Department reserves the right to determine and to act in the best interests of the State in resolving any post award selection protest.

10. Department of Civil Service Reservation of Rights

In addition to any rights articulated elsewhere in this RFP, the Department reserves the right to:

- a. Amend the RFP. If the Department elects to amend any part of the RFP, notification of the amendment will be provided to all organizations who submitted a Notice of Bidding Intention Form (Exhibit I.J) via e-mail, facsimile or mail and those prospective Offerors who attended

the Pre-Proposal Conference. Any amendments will also be posted to:

www.cs.state.ny.us/2008DEASRFP/index.cfm.

- b. Withdraw the RFP, in whole or in part, at its sole discretion;
- c. Disqualify any Offeror whose conduct and/or Proposal fails to conform to any mandatory requirements of the RFP;
- d. Require clarification at any time during the Procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an Offeror's Proposal and/or to determine an Offeror's compliance with the requirements of this RFP;
- e. Reject any or all Proposals received in response to this RFP, at its sole discretion;
- f. Change any of the scheduled dates stated in this RFP;
- g. Establish programmatic and legal requirements to meet Department's needs, and to modify, correct, and/or clarify such requirements at any time during the Procurement, provided that any such modifications would not materially benefit or disadvantage any particular Offeror;
- h. Eliminate requirements unmet by all Offerors;
- i. Award a contract for any or all parts of a Proposal and negotiate contract terms and conditions to meet agency Project Services requirements consistent with the solicitation. Project Services, as defined in this RFP, means the entire scope of dependent eligibility audit services to be provided by the selected Offeror in accordance with the Contract;
- j. Use the Proposal, information obtained through any site visits, management interviews, and the Department's own investigation of an Offeror's qualifications, experience, ability or financial standing, and any other material or information submitted by the Offeror in response to the Department's request for clarifying information in the course of evaluation and selection under this RFP;

- k. Consider any and/or all alternatives, i.e. optional and/or supplemental services, suggested by the selected Offeror following selection of the selected Offeror, provided such suggested alternatives perform to the State's advantage;
- l. Negotiate additional terms and conditions in the Contract which are to the Department's and the State's advantage and which do not substantially alter the requirements of the RFP;
- m. Request best and final offers;
- n. Set aside the original selected Offeror if it is subsequently determined by the Department that the Offeror is non-responsive. The Department may then invite the Offeror with the next highest Total Combined Score to enter into negotiations for purposes of executing an agreement; and
- o. Set aside the conditional award to the selected Offeror should the Department be unsuccessful in negotiating an agreement with that Offeror within a time frame acceptable to the Department; such time frame is to be determined solely by the Department based on the best interest of the Department and the State. If the Department determines that contract negotiations between the Department and the selected Offeror are unsuccessful, the Department may then invite the Offeror with the next highest Total Combined Score to enter into negotiations for purposes of executing an agreement.

11. Limitation of Liability

The Department is not liable for any cost incurred by any Offeror prior to approval by OSC of the Contract. Additionally, no cost will be incurred by the Department for any prospective Offeror or Offeror's participation in any procurement related activities.

The Department has taken care in preparing the data accompanying this RFP (hard copy Exhibits, website Exhibits, and sample document exhibits). However, the Department does not warrant the accuracy of the data; the numbers or statistics which appear in hardcopy Exhibits, website Exhibits, and sample document exhibits referenced throughout this RFP are for informational purposes only and should not be used or viewed by prospective Offerors as guarantees or representations of any levels of past or future performance or

participation. Accordingly, prospective Offerors should rely upon and use such numbers or statistics in preparing their Proposals at their own discretion.

B. COMPLIANCE WITH APPLICABLE RULES, LAWS, REGULATIONS & EXECUTIVE ORDERS

This Procurement is governed by the legal authorities referenced below. All Offerors must fully comply with the provisions set forth in this Section II.B of the RFP. The Department will consider for evaluation and selection purposes only those Offerors who agree to comply with these provisions whose Proposal contains the Statements, Formal Certifications and Exhibits submissions required hereunder.

1. Public Officers Law

All Offerors and Offerors' employees and agents must be aware of and comply with the requirements of the New York State Public Officers Law ("POL"), particularly POL Sections 73 and 74, as well as all other provisions of New York State law, rules and regulations, and policy establishing ethical standards for current and former State employees. In signing its Proposal, each Offeror guarantees knowledge and full compliance with such provisions for purposes of this RFP and any other activities including, but not limited to, contracts, bids, offers, and negotiations. Failure to comply with these provisions may result in disqualification from the procurement process, termination, suspension or cancellation of the Contract, and criminal proceedings as may be required by law.

Offerors must submit an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the Offeror because of prior, current, or proposed contracts, engagements, or affiliations, by submitting a completed **Exhibit I.M** in the Offeror's Administrative Proposal.

2. Omnibus Procurement Act

Offerors are hereby notified that, if their principal place of business is located in a foreign or domestic jurisdiction that penalizes New York State vendors, and if the goods or services they offer would be produced or performed substantially outside New York State, the Omnibus Procurement Act of 1994 and its 2000 amendments require that they be denied contracts which they otherwise could obtain.

A current list of jurisdictions subject to this provision is available from the NYS Department of Economic Development, or on-line at www.nyscr.com/pub_omnibus.asp

A completed Statement of Acceptance by the Offeror of the terms and conditions of the Omnibus Procurement Act of 1992 (**Exhibit I.O**) must be submitted in the Offeror's Administrative Proposal.

3. Minority and Women-Owned Business Enterprises (MWBE) Act and Federal Equal Employment Opportunities Act (EEO)

a. General Obligations

The State of New York and the Department actively support and encourage the participation of certified minority and women-owned business enterprises and equal employment opportunities for minorities and women on State contracts. The Contract will contain provisions regarding the participation of MWBEs in the performance of the Contract. Those provisions are set forth below. Generally, the provisions state the Contractor's obligations under Article 15-A of the Executive Law and its implementing regulations, including clauses dealing with equal employment opportunities, organized labor cooperation and advertisements for employees.

b. Minority and Women-Owned Business Enterprises (MWBEs)

The Department has established eight percent (8%) goals for the participation of MWBEs in the performance of services under the Contract. The Offeror is encouraged to use its best efforts to solicit and obtain the participation of MWBEs on the Contract. In furtherance of this goal, offerors must submit **Exhibit I.Q** in the Offeror's Administrative Proposal.

c. Equal Employment Opportunity Obligations

The Offeror shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotions, upgradings, demotion, transfer, layoff or termination, and rates of pay or other forms of compensation.

The Offeror's EEO Policy Requirements under this RFP shall contain, but not necessarily be limited to, the following:

- (1) The Offeror must demonstrate its compliance with the Equal Employment Opportunity (EEO) Act by affirming to the Department that the Offeror's EEO Policy Statement contains, at a minimum, language consistent with the provisions set forth in **Exhibit I.G**. During the performance of the Contract, the Contractor shall agree to comply with such EEO Policy Statement. The Offeror's EEO Policy Statement shall contain, but not necessarily be limited to, the services under the Contract. However, the Offeror is encouraged to use its best efforts to solicit and obtain the participation of MWBEs on the Contract. Offerors must affirm their ability to comply with this requirement by submitting a completed EEO Obligations – Offeror Certification of Compliance form (**Exhibit I.G**) in the Offeror's Administrative Proposal.
- (2) As part of its Administrative Proposal, the Offeror shall submit a Workforce Employment Utilization Report (see **Exhibit I.H** to this RFP) to be utilized on the Contract or, where required, information on the Offeror's total workforce, including apprentices, broken down by specified ethnic background, gender, and Federal Occupational Categories, or other appropriate categories specified by the Department.
- (3) On a periodic schedule to be provided by the Department, the Contractor shall submit to the Department a workforce utilization report, on a form to be supplied by the Department, of the workforce actually utilized on the Agreement, broken down by specified ethnic background, gender, and Federal Occupational Categories or other appropriate categories specified by the Department.
- (4) The Offeror shall include in every subcontract in connection with the Contract, if any, the requirement that subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination and, when requested, provide to the Contractor information on the ethnic background, gender, and Federal Occupational Categories of the employees to be utilized on the Contract.

4. Americans with Disabilities Act

The Contractor will be required to assure its compliance with the Americans With Disabilities Act (42 USC§12101 et. seq.), in that any services and programs provided during the course of performance of the Contract shall be accessible under Title II of the Americans With Disabilities Act, and as otherwise may be required under the Americans With Disabilities Act by submitting a completed Compliance with Americans with Disabilities Act form (**Exhibit I.N**) in the Offeror's Administrative Proposal.

5. MacBride Fair Employment Principles Act & Non-Collusive Bidding Certification

In accordance with Chapter 807 of the Laws of 1992, Offerors must certify whether they or any individual or legal entity in which the Offeror holds a ten percent (10%) or greater ownership interest, or any individual or legal entity that holds a ten percent (10%) or greater ownership in the Offeror have business operations in Northern Ireland. If an Offeror does have business operations in Northern Ireland, they must certify that they are taking lawful steps in good faith to conduct such business operations in accordance with the MacBride Fair Employment Opportunity Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such principles.

The Department also requires that Offerors certify that prices in their Proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition with any other Offeror or competitor. In addition, that unless required by law, the prices quoted in the Offeror's Proposal have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, directly, indirectly, to any other Offeror or to any competitor. Offerors must also certify that no attempt has been made or will be made by the Offeror to induce any person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition. An executed copy of the combined MacBride Act statement form and Non-collusive Bidding Certification (**Exhibit I.D**) is required to be submitted in the Offeror's Administrative Proposal.

6. Vendor Responsibility Requirements – State Finance Law §163

New York State Finance Law §163 requires contracts for services and commodities be awarded on the basis of lowest price or best value “to a responsive and responsible Offeror.” Furthermore, §163(9)f requires the Department to make a determination of responsibility of the proposed contractor prior to making an award.

“Responsibility” encompasses factors including, but not limited to, financial ability to complete the contract, accountability, reliability, skill, sufficiency of capital resources, judgment, integrity, and “moral worth.” *Does the Offeror possess the integrity to perform the contract?* Factors to be considered may include, but not be limited to, criminal indictments, criminal convictions, civil fines and injunctions imposed by governmental agencies, anti-trust and any other investigations, ethical violations, tax delinquencies, debarment by the Federal government, or prior determinations of integrity-related non-responsibility of the Offeror. In addition, any litigation, investigation or subpoena in which the Offeror is presently involved in regardless of the venue or whether or not the State of New York is a party, which may materially affect the Offeror’s ability to effectively perform, and any present litigation concerning a contract for services similar to that as set forth in this RFP may be considered in this determination. *Has the Offeror performed at acceptable levels on other governmental contracts?* Factors to be considered include, but not limited to, reports of less than satisfactory performance, early contract termination for cause, contract abandonment, court determinations of breach of contract, etc. *Is the Offeror legally capable of performing the contract?* Factors to be considered include, but not limited to, authority to do business in New York State (under the Business Corporation Law or Not-For-Profit Corporation Law), licensing (i.e., with the Education Department or Department of State), debarment by the State Labor Department due to a prevailing wage violation, etc. *Is the contractor financially and organizationally capable of performing the contract?* Factors to be considered include, but not limited to, assets, liabilities, recent bankruptcies, equipment, facilities, personnel resources and expertise, availability in consideration of other business commitments, existence of appropriate accounting and auditing procedures for control of property and funds, etc.

To assist the Department in evaluating the responsibility of Offerors, a completed Vendor Responsibility Questionnaire (**Exhibit I.I**) must be submitted in the Offeror’s Administrative Proposal. A person legally authorized to represent the Offeror must execute the

questionnaire. To the extent that the Contractor is proposing the use of “key subcontractors” (i.e., part of the Offeror’s proposed Project Team), the Offeror must submit a completed **Exhibit I.I** for each key subcontractor completed by a person legally authorized to represent the subcontractor.

7. Tax Law Section 5-a Certification Regarding Sales and Compensating Use Taxes

Section 5-a of the New York Tax Law requires that any contract valued at more than \$100,000 entered into by a State agency shall not be valid, effective, or binding against the agency unless the Contractor certifies to the Tax Department that it is registered to collect New York State and local sales and compensating use taxes, if the contractor made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specified period. In addition, the contractor must certify to the Tax Department that each affiliate and subcontractor of such contractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. For the purpose of this requirement, “affiliate” means a person or organization which, through stock ownership or any other affiliation, directly, indirectly, or constructively controls another person or organization, is controlled by another person or organization, or is, along with another person or organization, under the control of a common parent. The contractor also must certify to the procuring state entity that it filed the certification with the Tax Department and that the certification is correct and complete. Accordingly, in the event the value of the Contract exceeds \$100,000, the Contractor must file a properly completed Form ST-220-CA (**Exhibit I.E**) with the Department and a properly completed Form ST-220-TD (**Exhibit I.F**) with the Department of Taxation & Finance before the Contract may take effect. In addition, after the Contract has taken effect, the Contractor must file a properly completed Form ST-220-CA with the Department if the Contract’s term is renewed. Further, a new Form ST-220-TD must be filed with the Department of Taxation & Finance if no ST-220-TD has been filed by the Contractor or if a previously filed Form ST-220-TD is no longer correct and complete.

Submission of these forms (ST-220CA and ST-220TD) is NOT required at time of Proposal submission however, the selected Offeror will be required to complete and submit these forms as a condition of contract award. These forms may also be found at:

www.tax.state.ny.us/forms/sales_cur_forms.htm#Other%20Sales%20Tax%20Forms

8. Procurement Lobbying Compliance

It is **mandatory** that all potential Offerors complete **Exhibit I.K**, affirming their understanding of and agreement to comply with the procurement lobbying requirements set forth in State Finance Law §139-k and §139-j. **A completed Exhibit I.K must be submitted to the DEAS Procurement Manager prior to a prospective Offeror making its initial contact with the Department (e.g., attendance at the Pre-Proposal Conference, submission of questions, etc.) or concurrent with an Offeror's submission of its Proposal, whichever shall occur first.**

Additionally, at the time of Proposal submission, the Offeror is required to provide a Certification of Compliance pursuant to State Finance Law §139-k in the Offeror's Administrative Proposal. This certification is included as **Exhibit I.P** of this RFP.

9. Disclosure of Proposal Contents – Freedom of Information Law (FOIL)

All materials submitted by an Offeror in response to this RFP shall become the property of the Department and may be returned to the Offeror at the sole discretion of the Department. Proposals may be reviewed or evaluated by any person, other than one associated with a competing Offeror, designated by the Department. Offerors may anticipate that Proposals will be evaluated by staff and consultants retained by the Department and may also be evaluated by staff of other State agencies interested in the provision of the subject services including, but not limited to, the Division of the Budget, unless otherwise expressly indicated in this RFP. The Department has the right to adopt, modify, or reject any or all ideas presented in any material submitted in response to this RFP.

To request that materials be protected from FOIL disclosure, the Offeror must follow the procedures below regarding the New York State Freedom of Information Law (FOIL). If an Offeror believes that any information in its Proposal or subsequent communication constitutes proprietary and/or trade secret information and desires that such information not be disclosed if requested pursuant to the New York State Freedom of Information Law, Article 6 of the Public Officers Law, the Offeror must make that assertion by completing **Exhibit I.C**. The Offeror must complete the form specifically identifying by page number, line, or other appropriate designation, the specific information requested to be protected from FOIL disclosure and the specific reason why such information should not be disclosed.

Page 2 of **Exhibit I.C** contains information regarding appropriate justification for protection from FOIL disclosure. Vague, non-specific, summary allegations that material is proprietary or trade-secret are inadequate and will not result in protection from FOIL disclosure.

The completed **Exhibit I.C** must be submitted in the Offeror's Administrative Proposal both as hard copy and an electronic copy on CD in Microsoft Word or Excel. In addition, at the time of Proposal submission, the Offeror must submit a hard copy and an electronic copy on CD in Microsoft Word or Excel of the Administrative Proposal, Technical Proposal, and the Cost Proposal noting the specific portions of each item requested to be protected from FOIL disclosure by highlighting in yellow (the Department's preference), underlining, or otherwise marking such sections in a manner such that the material remains visible. Such copies shall be separately bound and clearly labeled "Requested Redactions." These materials will not be considered part of the Offeror's Proposal and will not be reviewed as a part of the Procurement's evaluation process.

The Offeror must also submit a second CD with the requested redactions electronically highlighted in black ("blacked out") of the Administrative Proposal, Technical Proposal and the Cost Proposal. Upon completion of the procurement process, a copy of the redacted contract and a redacted copy of each Offeror's proposal will be posted to the procurement website.

After the Proposal Due Date, if the Offeror makes any submissions during the procurement process that it wishes to protect from FOIL disclosures, the Offeror must submit such submissions with a completed **Exhibit I.C** in hardcopy and as an electronic copy on a CD in Microsoft Word or PDF format noting the specific portions of each item requested to be protected from FOIL disclosure by highlighting in yellow (the Department's preference), underlining or otherwise marking such sections in a manner such that the material remains visible. These materials will not be considered part of the Offeror's proposal and will not be reviewed as a part of the procurement's evaluation process.

If the Offeror chooses not to assert that any proposal material or subsequent correspondence should be protected from FOIL disclosure, the Offeror must so advise the Department by checking the applicable box on **Exhibit I.C** and including the completed form in the Offeror's Administrative Proposal.

In the event any material is requested pursuant to FOIL, the Department will address each party's interests fully in accordance with the procedures required by Article 6 of the Public Officers Law.

SECTION III: ADMINISTRATIVE PROPOSAL REQUIREMENTS

This section of the RFP sets forth the requirements for the Offeror's Administrative Proposal submission, including the minimum mandatory requirements that must be satisfied to qualify an Offeror to be considered for selection. The Department will accept Proposals only from qualified Offerors and will consider for evaluation and selection purposes only those Proposals that it determines to be in compliance with the requirements set forth in this Section III.

The Offeror's *Administrative Proposal* must respond to all of the following sections as set forth below in the order and format specified and using the forms set forth in RFP, **Exhibits A – V**, as applicable. Additional details pertaining to the required forms are found in Section II. B. Compliance With Applicable Rules, Laws, Regulations & Executive Orders.

The *Administrative Proposal* must contain the following information, in the order enumerated below:

- A. Formal Offer Letter:** At this part of its Administrative Proposal, the Offeror must submit a formal offer in the form of the "Formal Offer Letter" as set forth in **Exhibit I.S**. The formal offer must be signed and executed by an individual with the capacity and legal authority to bind the Offeror in its offer to the State. Each of the two copies of the Offeror's Administrative Proposal marked "ORIGINAL" requires a letter with an original signature; the remaining copies of the Offeror's Administrative Proposal may contain photocopies of the signature. The Offeror must accept substantially the terms and conditions as set forth in RFP, Section VII and must stipulate to the terms and conditions set forth in RFP, Appendices A, B and C and agree to enter into a contractual agreement containing, at a minimum, the terms and conditions identified in the section and appendices as cited herein. (Note: Appendix A, "Standard Clauses for New York State Contracts" is basically a compilation of statutory requirements applicable to all persons and entities contracting with the State and therefore has been deemed to be non-negotiable by the Offices of the Attorney General and the State Comptroller. Appendix B, "Standard Clauses for All DCS Contracts", and Appendix C, "Third Party Connection and Data Exchange Agreement", are compilations of standard clauses for DCS contracts and also are non-negotiable.) If an Offeror proposes to include the services of a subcontractor(s), the Offeror shall be required

to assume responsibility for those services as “Prime Contractor.” DCS will consider only the Prime Contractor in regard to contractual matters.

B. Minimum Mandatory Requirements: In this part of its Administrative Proposal, the Offeror must submit a completed Offeror Attestation form in the form set forth in **Exhibit I.T**; entitled “Offeror Attestations,” representing and warranting that the Offeror:

1. possesses, as of the Proposal Due Date, the legal capacity to enter into a contract with the President of the New York State Civil Service Commission (“Commissioner”);
2. attests that it understands and agrees to comply with all specific duties and responsibilities set forth in Section IV of this RFP.
3. attests that it has provided DEA services comparable to the services outlined in this RFP for at least three clients, each with a size of at least one hundred thousand (100,000) or more covered lives.
4. attests that its audit process is fully HIPAA compliant.
5. guarantees a return on investment, as defined in Sections IV.B.3.b.1.e and IV.B.3.b.1.f, of at least three to one (3:1) for the administration of the Amnesty Period; and the dependent eligibility audit and at least one to one (1:1) for the dependent eligibility audit only (in the event the Department opts to administer the Amnesty Period itself).
6. will maintain a complete and accurate set of records as may be required by the State to be produced for review by the State pursuant to Appendix A of the draft contract, contained in Section VII of this RFP, including any and all financial records as deemed necessary by the State to discharge its fiduciary responsibilities to NYSHIP participants and to ensure that public dollars are spent appropriately; and

7. acknowledges and agrees that:

- a. all enrollment data provided by the Department or the Department's agents and/or contractors is being provided to the Offeror (Contractor) solely for the purposes of allowing the Contractor to fulfill its duties and responsibilities under the Contract;
- b. said materials are the sole property of the State; and
- c. it will not share, sell, release, or make the data available to third parties in any manner without the written consent of the Department, except as directed by a court of competent jurisdiction, or as necessary to comply with applicable New York State or federal law.

C. Exhibits: At this part of its Administrative Proposal, the Offeror must complete and submit the various Exhibits specified in Section II of this RFP, in satisfaction of the regulatory requirements described therein. A listing of the required Exhibits is set forth below:

Exhibit Name	Exhibit
Proposal Submission Requirement Checklist	Exhibit I.A
Freedom of Information Law – Request for Redaction Chart	Exhibit I.C
MacBride Statement and Non-Collusive Bidding Certification	Exhibit I.D
EEO Obligations – Offeror Certification of Compliance	Exhibit I.G
Workforce Employment Utilization Report	Exhibit I.H
NYS Department of Civil Service Vendor Responsibility Questionnaire	Exhibit I.I
Offeror's Affirmation of Understanding and Agreement	Exhibit I.K
Compliance with Public Officer's Law Requirements	Exhibit I.M
Compliance with Americans with Disabilities Act	Exhibit I.N
Omnibus Procurement Act Statement of Acceptance	Exhibit I.O
Certificate of Compliance Pursuant to State Finance Law §139-k	Exhibit I.P
Article 15-A of the Executive Law	Exhibit I.Q
Formal Offer Letter	Exhibit I.S
Offeror Attestations Form	Exhibit I.T
Key Subcontractors	Exhibit I.U
Project References	Exhibit I.V

Note: If not already provided to the Department by time of Proposal submission, the Offeror must also enclose a completed Exhibit I.K - Offeror's Affirmation of Understanding and Agreement.

D. Key Subcontractors: At this part of its Administrative Proposal, the Offeror must provide a statement identifying all Key Subcontractors, if any, that the Offeror will be contracting with to provide Project Services and must, for each such subcontractor identified, complete and submit **Exhibit I.U**; entitled, "Key Subcontractors": 1) provide a brief description of the services to be provided by the subcontractor; and 2) provide a description of any current relationships with such subcontractor and the clients/projects that the Offeror and subcontractor are currently servicing under a formal legal agreement or arrangement, the date when such services began and the status of the project. The Offeror must indicate whether or not, as of the date of the Offeror's Proposal, a subcontract has been executed between the Offeror and the Key Subcontractor for services to be provided by the subcontractor relating to this RFP. If the Offeror will not be subcontracting with any Key Subcontractor(s) to provide Project Services, the Offeror must provide a statement to that effect.

E. Reference Checks: At this part of its Administrative Proposal, for the purpose of reference checks, the Offeror must list five (5) references composed of a combination of both current and former clients for which the Offeror has supplied dependent eligibility audit services similar to those required in this RFP (Project References). For each Project Reference provided the Offeror must complete and submit **Exhibit I.V**, entitled "Project References." At least three (3) of the referenced clients must be an entity with at least one hundred thousand (100,000) or more covered lives. If the Offeror has no former clients to include as references, the Offeror must include a statement attesting to that fact. Otherwise, the Offeror must include, at minimum, one (1) former client as a reference for which the Offeror has supplied services similar in nature to those required in this RFP. The Offeror shall be solely responsible for providing contact names and phone numbers that are readily available to be contacted by the State. The Offeror must also indicate what participation, if any, the Project Manager and each key staff person proposed for this project had in the referenced services.

F. Financial Statements: At this part of its Administrative Proposal, the Offeror must provide a copy of the Offeror's last issued GAAP annual audited financial statement and the most recent GAAP quarterly financial statement. A complete set of statements, not just excerpts, must be provided. Additionally, for each Key Subcontractor, if any, that provides any of the Project Services, provide the most recent GAAP annual audited statement and the most recent GAAP quarterly financial statement. If the Offeror, or a Key Subcontractor, is a privately held business and is unwilling to provide copies of their annual audited financial statements as part of their Proposal, the Offeror/Key Subcontractor must make arrangements for the procurement evaluation team to review the financial statements.

Note: Any Offeror that fails to satisfy one or more of the above submission requirements may be deemed non-responsive and/or non-responsible and eliminated from further consideration.

SECTION IV: TECHNICAL PROPOSAL REQUIREMENTS

The purpose of this section of the RFP is to describe the duties and responsibilities of the prospective Contractor and to pose questions for the Offeror's response to carrying out those duties and responsibilities.

The Offeror's Technical Proposal must contain responses to all questions in this Section in the order and format specified. **Offerors may not include any cost information in the technical portion of their Proposal including exhibits or attachments.** Offerors' proposed performance guarantee responses including fee amounts to be put at risk are not considered to be cost information and therefore should be stated in the Offeror's Technical Proposal.

The Technical Proposal will be evaluated based on the Offeror's responses to the questions contained in this section of the RFP. The evaluation of all Proposals and the selection of the Successful Offeror shall be based only upon the Offeror's proposal regarding the duties and responsibilities set forth in the RFP.

A. Project Administration

In this section, the Offeror must demonstrate that it has the experience and expertise to provide the required services for the implementation and administration of the Dependent Eligibility Audit Services.

1. Executive Summary

The Offeror must submit an Executive Summary outlining its capability to provide the Project Services required by this RFP. The Executive Summary must include:

- a. The name and address of the Offeror's main and branch offices and the name of the senior officer who will be responsible for this account;
- b. A description of its understanding of the requirements presented in the RFP and the Department's objectives as well as how the Offeror can assist the Department in accomplishing its objectives;

- c. An explanation of which functions will be performed by the Offeror and which functions, if any, will be subcontracted.

2. General Qualifications of the Offeror

a. Duties and Responsibilities

- (1) The Offeror must provide the name and contact information for at least three large complex clients (complex client is defined as having various distinct employee groups offering eligibility to members other than the enrollee, the enrollee's legal spouse and their natural or adopted dependent children (for example domestic partners, disabled dependents or dependent survivors)) with more than 100,000 covered lives to which the Offeror has provided DEAS within the last three years.
- (2) The Offeror must have the experience, reliability and integrity to ensure that the Department's needs are addressed in a cost effective manner consistent with the terms of the Offeror's proposal.
- (3) The Offeror must meet all the requirements of the Department set forth in the RFP.

b. Questions

- (1) Provide name and contact information for at least three large complex clients with more than 100,000 covered lives to which you have provided DEAS within the last three years.
- (2) Describe your experience providing DEAS as described in this RFP for those three large clients. Include the timetable for conducting each client's dependent eligibility audit, adherence to the schedule (e.g. was it implemented and completed on time?), and any issues that arose during the audit and an explanation of how those issues were resolved.
- (3) Describe how the Offeror will meet the requirements of the Department set forth in the RFP.

B. Dependent Eligibility Audit Services

The Department is seeking DEA services that include the collection and review of dependent proofs to support a dependent's eligibility under NYSHIP, and reporting back to the Department the results of the review. A one-time amnesty period not to exceed 60 days will be offered to enrollees to provide an opportunity for enrollees to remove ineligible dependents on a current basis, without penalty.

Project Services required by the Department are as follows:

1. Project Management Team

The Department requires the Offeror to have a knowledgeable, experienced project manager and an experienced team in place that have the responsibility, authority and integrity to command the appropriate resources necessary to deliver the Project Services required by the Department.

a. *Duties and Responsibilities*

- (1) The Offeror must maintain an organization of sufficient size with the skills and experience necessary to administer, manage, and oversee all aspects of the DEAS during implementation and operation.
- (2) The Offeror's assigned project management team must be experienced, accessible and sufficiently staffed to provide timely responses (1 business day) to administrative concerns and inquiries posed by the Department, and other users designated by the Department, for the duration of the contract to the satisfaction of the Department.
- (3) The Offeror must propose a Project Manager who will be available full time for the entire term of the DEAS project. The Project Manager must possess at least three (3) years experience serving as a project manager. The Offeror must advise the Department immediately if replacement of the Project Manager is contemplated during the term of this project.
- (4) The Project Manager for the Offeror may not be removed or replaced by the Offeror without the written consent of the Department. Further, the Department

shall have the right to ask the Offeror to substitute the Project Manager with another individual of equal or greater relevant experience.

- (5) The Offeror's assigned project management team must immediately notify the Department of actual or anticipated events impacting the delivery of services to the Department and present options available to minimize or eliminate the impact of those events on the delivery of DEAS.

b. Questions

- (1) Provide an organizational chart and description illustrating how you propose to implement, administer, manage, and oversee all aspects of the DEAS functions. Include the following:

- (a) The responsibilities of each key position. The Offeror must include the percentage of time (by position) dedicated to the project and reporting relationships. Also include how the team will interact with other departments or functional areas within your organization and with any subcontractors for this project. Describe how the project management team interfaces with the organization's senior management;
- (b) Provide the names, qualifications, and job descriptions of those individuals selected to comprise the implementation, operational and management team for the Offeror. Complete **Exhibit I.B** of this RFP, Biographical Sketch Form, for all key members, including subcontractor provided key staff, if any, of the proposed project management team; and
- (c) Where individuals are not named, include the required qualifications for individuals that you would seek to fill the positions.

- (2) What executive resources are available to the project management team to manage the DEAS? How do you propose to ensure the project management team will meet the Department's accessibility and timely response requirements? How do you propose to ensure that the Project Manager will have the authority to

guarantee that problem areas identified by the Department will be corrected in a manner satisfactory to the Department? Where will the project management team be located?

- (3) Confirm that a full time Project Manager will be assigned to this project that possesses at least three (3) years experience serving as a project manager. Confirm that the Department will be advised immediately if a replacement of the project manager is contemplated during the term of this project.
- (4) Confirm that the Project Manager will not be removed or replaced without the written consent of the Department. Further, confirm that the Department shall have the right to ask the Offeror to substitute the Project Manager with another individual of equal or greater relevant experience.
- (5) Confirm that the Offeror's assigned project management team will immediately notify the Department of actual or anticipated events impacting the delivery of services to the Department and that options will be presented to minimize or eliminate the impact of those events on the delivery of DEAS.

2. Project Plan

The Offeror must provide a well developed Project Plan acceptable to the Department. The plan must be detailed, comprehensive, include project mile stones and timeframes and exhibit a firm commitment by the Offeror that all activities will be completed in accordance with the terms of the Contract.

To assist the selected Offeror in fulfilling their obligations under the Agreement resulting from this RFP, the Department will be available to participate in meetings and provide administrative oversight of the project.

a. Duties and Responsibilities

- (1) The Offeror must submit a detailed project plan and timeline acceptable to the Department that includes, at a minimum the following items:

- (a) Detailed description/flowchart, including timeframes, of all major project activities including, but not limited to:
 - Administration of Amnesty Period
 - Communications to enrollees
 - Receipt and storage of eligibility documentation
 - Evaluation of dependent eligibility
 - Follow-up communications with enrollees who don't respond or who provide insufficient documentation
 - Processing of eligibility documentation submitted by the enrollee after the deadline
 - Electronic reporting of final eligibility determinations and eligibility documentation to the Department
- (b) Plan to test the transmission of data to/from the Department as outlined in Section IV.B.3.a.
- (c) Development of enrollee communications for review and approval by the Department.
- (d) Establishment and maintenance of a fully trained call center as outlined in Section IV.B.3.c.

b. Questions

- (1) Provide a proposed Project Plan that includes:
 - (a) Description/flow chart, including timeframes, of all major project activities as outlined in Section IV.B.2.a.1.a.
 - (b) Plan to test the transmission of data to/from the Department as outlined in Section IV.B.3.a.
 - (c) Development of enrollee communications for review and approval by the Department.

- (d) Establishment and maintenance of a fully trained call center as outlined in Section IV.B.3.a.

3. Administration of an Amnesty Period and the Dependent Eligibility Audit Process

The following services are required:

- a. Electronic Transfer of Data

- (1) *Duties and Responsibilities*

The Department requires that:

- (a) The Offeror be capable of receiving and transmitting dependent data in a secure electronic format and on a schedule mutually agreed upon by the Offeror and the Department;
 - (b) The Offeror must be able to receive/transmit data in the format required by the file layouts presented in Exhibit III.G;
 - (c) The Offeror must maintain a HIPAA compliant level of security to protect the confidentiality of enrollee/dependent information on the Offeror's computer system and in the Offeror's physical work environment;
 - (d) The Offeror must have a disaster recovery plan in place that is applicable to this project;
 - (e) The Offeror must be able to image all documentation received from the enrollee and transmit a file (or files) to the Department in a standard format (i.e. Tagged Image File Format (**TIFF**)). The file of images must be accompanied by indexing files in a format to the defined by the Department.

The image and indexing files must follow a naming convention to be defined by the Department.

(2) Questions

- (a) Describe your capabilities for receiving and transmitting data in a secure environment and on a schedule mutually agreed upon by the Offeror and the Department;
- (b) Confirm your ability to accept/transmit the data required in format presented in Exhibit III.G;
- (c) Describe the HIPAA compliant level of security to be used to protect the confidentiality of enrollee/dependent information on your computer system and in your physical work environment;
- (d) Describe your disaster recovery plan that will be in place for this project;
- (e) Describe your ability to image enrollee documentation in a standard format (i.e. TIFF) and transmit an indexed file to the Department.

b. Eligibility Verification

(1) Duties and Responsibilities

- (a) The Offeror must have a comprehensive program to administer an Amnesty Period for enrollees to report ineligible dependents. The program must include the communication of the amnesty period to enrollees, call center support, receiving requests from enrollees to terminate ineligible dependents and the reporting of ineligible dependents to the Department. The Department reserves the right to administer the Amnesty Period itself, separate and apart from the eligibility audit.

- (b) The Offeror must have a comprehensive program to verify and track Dependent eligibility audit tasks that conform to NYSHIP eligibility rules.

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- (c) The Offeror must offer a review process for dependents that are terminated because documentation was not provided by the deadline and who subsequently provide the documentation prior to completion of this project. Receipt of acceptable documentation is required to be reported to the Department in the same format as information received prior to the deadline and be accompanied by the Appeals Report specified in Section IV.B.3.e.6. Such information must be provided to the Department within one (1) business day of receipt by the Offeror.
- (d) The Offeror must complete all tasks related to the DEAS process within one (1) year of the last date that enrollment records are sent to the Offeror.
- (e) The Offeror must guarantee a return on investment of at least 3:1 (Total Savings of at least three times the Total Project Cost (administrative fee including postage costs)) for the administration of the Amnesty Period and the dependent eligibility audit.
- (f) The Offeror must guarantee a return on investment of at least 1:1 (Total Savings of at least one time the Total Project Cost (administrative fee including postage costs)) for the dependent eligibility audit only (in the event the Department opts to administer the Amnesty Period itself).
- (g) Total Savings will be calculated by the Department and will be based on the Plan (Empire, SEHP or HMO) the member is enrolled in at the time of the audit. In the event that the Department opts to administer the Amnesty Period itself, total savings for dependents reported as ineligible as a result of the Amnesty Period will be excluded from this calculation. The Total Savings shall be calculated as follows (refer to Exhibit III.H for an example of the Return on Investment Calculation):

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1. For Empire Plan and SEHP dependents determined to be ineligible by the Offeror, the annualized savings will be calculated as follows: total claims paid for the period 2002 – 2007 for dependents determined to be ineligible divided by the number of months the dependents were enrolled in the Empire Plan or SEHP during the 2002 – 2007 period times 12 months. This calculation does not include a reduction to either the claims paid or the enrolled months, based on the dependent's actual eligibility, for any part of the 5-year period.

Note: For dependent children age 19 (or age 21 if enrolled in the Empire Plan for PBA or PIA) and older who are not disabled dependents, the total claims paid will exclude claims paid and months enrolled in the Empire Plan or SEHP up to age 18 (or age 20 if enrolled in the Empire Plan for PBA or PIA).

Plus

2. For HMO dependents, annual savings based on difference between Family and Individual 2008 Net Premium when dependents determined not eligible cause an enrollee's coverage to change from Family to Individual.

Plus

3. Annual savings of Medicare Part B Premium reimbursement paid for Medicare dependents determined not eligible by the Offeror based on the basic 2008 monthly Medicare Part B Premium amount.

(2) Questions

- (a) Describe how you would administer the Amnesty Period phase of the project for enrollees to report ineligible dependents. At a minimum, describe the

proposed process to communicate the amnesty period to enrollees, call center support, the processing of requests from enrollees to terminate ineligible dependents and the reporting of ineligible dependents to the Department.

- (b) Describe how you would verify dependent eligibility in accordance with NYSHIP eligibility rules, including the proofs you would require to be submitted by the enrollee for each dependent type (see Exhibits II.A and II.B). Explain how you verify that a spouse or domestic partner is still currently the spouse or domestic partner of the enrollee. In addition to a narrative description, include a detailed flow chart that includes all processes and proposed timeframes.

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- (c) Describe the process that would be implemented to reinstate dependents who were terminated because documentation was not provided on a timely basis and who subsequently are able to provide the documentation. Confirm that acceptable documentation will be reported to the Department in the same format as information received prior to the deadline and be accompanied by the Appeals Report specified in Section IV.B.3.e.6 and that such information will be provided to the Department within one (1) business day of receipt by the Offeror.
- (d) The Offeror must guarantee that all DEA services will be completed within one (1) year of the last date that enrollment records are sent to the Offeror. For each month or partial month that all DEA services are not completed within one (1) year of enrollment records being sent to the Offeror, the Offeror shall credit ____ percent of all fees charged under the Contract for amnesty and/or audit tasks.

The Offeror's quoted percent to be credited for this guarantee is: ____ %.

Standard Credit Amount: For each month or partial month that all DEA services are not completed within one (1) year of enrollment records being

sent to the Offeror, the standard credit amount is four percent (4%) of all fees charged under the Contract for amnesty and/or audit tasks.

(e) Return on Investment Guarantee:

The Offeror must guarantee a return on investment of at least 3:1 for the administration of the Amnesty Period and the dependent eligibility audit: Total Savings of at least three times the Total Project Cost (administrative fee plus postage).

The Offeror's Quoted Guaranteed Return on Investment is ____ : 1

Standard Credit Amount: If total savings calculated by the Department is less than three times the total fees charged under the Contract, the Offeror shall credit against the total Project Cost the difference between three times the total administrative cost and actual total savings, not to exceed the total fees charged under the Contract.

(f) The Offeror must guarantee a return on investment of at least 1:1 for the administration of the dependent eligibility audit only: At a minimum, Total Savings must equal the Total Project Cost (administrative fee plus postage).

The Offeror's Quoted Guaranteed Return on Investment is ____ : 1

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*Standard Credit Amount: If total savings calculated by the Department is less than one **times** the total fees charged under the Contract, the Offeror shall credit against the total Project Cost the difference between one time the total administrative cost and actual total savings, not to exceed the total fees charged under the Contract.*

c. Call Center Services

(1) *Duties and Responsibilities*

- (a) The Offeror must have a toll free telephone number that enrollees can call with questions regarding the the amnesty period and/or the dependent eligibility audit and required documentation. The Offeror must maintain a call center with a staffing level sufficient to meet the call center performance guarantees. The Offeror must dedicate a core staff to service the Department's account.
- (b) The call center must be located in the United States and be staffed with fully trained call center representatives and supervisors, with representatives available, at a minimum, from 12:00 noon to 8:00 p.m. ET, except for legal holidays observed by the State. The Offeror's call center technology must have a system to track all inquiries and complaints. The system must include call type, actions and resolutions. Call center representatives must be trained to respond to questions, complaints and inquiries including but not limited to dependent eligibility and status of documentation review. Any inquiries that cannot be answered in the initial phone call must be responded to either by telephone or in writing within five (5) business days.
- (c) The call center must have a procedure in place for escalating complex and/or difficult calls to more experienced representatives and ultimately supervisory staff.
- (d) The Offeror must provide a guarantee for the following four (4) levels of service on the toll-free call center number:
 - i) Call Center Availability: The Project's service level standard requires that the Offeror's telephone line will be operational and available to callers at least ninety-eight percent (98%) of the Offeror's call center hours, calculated for the term of the Contract;
 - ii) Call Center Telephone Response Time: The Project's service level standard requires that the Offeror's telephone line will be answered by a call center representative within 45 seconds at lease ninety (90%) percent

of the time during the Offeror's call center hours, calculated for the term of the Contract;

- iii) Telephone Abandonment Rate: The Project's service level standard requires that the Offeror's telephone line in which the caller disconnects prior to the call being answered by a call center representative not exceed the standard of three percent (3%) of total incoming calls, calculated for the term of the Contract;
- iv) Telephone Blockage Rate: The Project's service level standard requires that the Offeror's call center telephone line that are blocked by a busy signal not exceed the of the standard of three percent (3%) of total incoming calls calculated for the term of the Contract.

(2) Questions

- (a) Describe the call center operations that would be used for this Project. Include a description of the technology that will be used including sample IVR scripts that would be used to route calls or permit self-service by callers. Also include the number of call center staff and the various training and experience levels that will be assigned to this account on a permanent basis. Describe how the call center will handle peak call volumes (for example, right after a letter is mailed). Describe the training call center staff will receive, including HIPAA training. Explain the process call center staff will use to provide responses to enrollee questions and what procedures will be used to escalate difficult or complex calls.
- (b) Where will the call center be located? During what hours will call center representatives be available to take calls from enrollees? Will the toll free service have after hours features? If so, what? Describe the system capabilities and how the system will help call center staff address enrollee inquiries and document calls and resolutions.

- (c) What provisions will be in place if the call center system is not operational during the required time? For example, do you have a back-up call center where calls will be routed, an upfront message directing the enrollee to call back, or an answering machine to take messages?
- (d) Propose guarantees you will offer for the following major call center performance standards. The guarantee for each major activity should read:
- i) Call Center Availability: For each .01 to .50% below the proposed standard of 98% percent that the Offeror's telephone line is not operational and available to callers during the Offeror's call center hours, calculated for the term of the Contract, the Offeror shall credit against the Program's administrative fees the amount of \$_____;

Standard Credit Amount: For each .01 to .50% below the Offeror's proposed guarantee, the standard credit amount is \$5,000.

- ii) Call Center Telephone Response Time: For each .01 to .50% of incoming calls to the Offeror's telephone line below the standard of 90% percent that is not answered by a call center representative within 45 seconds, calculated for the term of the Contract, the Offeror shall credit against the Program's administrative fees the amount of \$_____;

Standard Credit Amount: For each .01 to .50% below the Offeror's proposed guarantee, the standard credit amount is \$5,000.

- iii) Telephone Abandonment Rate: For each .01 to .50% of incoming calls to the Offeror's telephone line in which the caller disconnects prior to the call being answered by a call center representative in excess of the standard of 3% of total incoming calls, calculated for the term of the Contract, the Offeror shall credit against the Program's administrative fees the amount of \$_____;

Standard Credit Amount: For each .01 to .50% in excess of the Offeror's proposed guarantee, the standard credit amount is \$5,000.

- iv) Telephone Blockage Rate: For each .01 to .50% of incoming calls to the call center telephone line that are blocked by a busy signal, in excess of the standard of 3% of total incoming calls calculated for the term of the Contract, the Offeror shall credit against the Program's administrative fees the amount of \$_____;

Standard Credit Amount: For each .01 to .50% in excess of the Offeror's proposed guarantee, the standard credit amount is \$5,000.

d. Communication Material

The Offeror must develop customized enrollee communications acceptable to the Department for the amnesty period and/or the dependent eligibility audit. The Offeror must have the capability to send different enrollee communications for different types of dependents (i.e. dependent student versus spouse).

(1) *Duties and Responsibilities*

- a) Develop draft communications for approval by the Department.
- b) Customize enrollee communication material to suit the needs of NYSHIP's diverse population.

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- c) Mail the appropriate communication material to each enrollee **by First Class Mail with Address Service Requested. Send address notifications received from the United States Postal Service for forwarded mail and notifications for undeliverable mail to the Department, or an agent designated by the Department. Dependent eligibility verification activities are not necessary for dependents of enrollees whose mail is returned undeliverable; such dependent's enrollment shall instead be closed.**

(2) *Questions*

- a) Confirm your willingness to work with the Department to develop and customize communications.
- b) Describe your experience with other clients in developing customized communications.

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- c) Provide samples of the different communications that have been used in the DEAS. **Describe your process for handling returned mail.**

e. Reporting

(1) *Duties and Responsibilities*

- a) The Offeror will be required to work with the Department to develop reports acceptable to the Department for the amnesty period and/or the dependent eligibility audit that include, but are not limited to, the measurement of the Offeror's efficiency and effectiveness, adherence to contract requirements, and measurement of performance guarantees. Reporting will be at intervals mutually agreed upon by the Department and the Offeror. Reporting, at a minimum, must cover:

1. **Verification Status Summary Report** (for each letter mailed: number letters mailed, number responders, number amnesty requests, number complete documentation received, number incomplete documentation received, number non-responders, number returned-mail).
2. **Call Center Statistics** (A weekly report reporting the call center activity on daily basis including, but not limited to the number of calls, average on-hold time, etc.).
3. **Weekly Management Summary Report** of progress of project and milestone met.

4. **Master File of Final Eligibility Status Determination Detail Report**
(enrollee information, dependent information, resolution – amnesty, eligibility confirmed, eligibility not confirmed).
5. **Report of Final Eligibility Status Determination Detail Report** by agency.
6. **Appeals Report** (number of appeals, number accepted, number rejected).
7. **File of all Imaged Eligibility Documentation** received and enrollee correspondence.
8. **Guarantee Report** to summarize Offeror's compliance with all Contract guarantees (with the exception of the Return on Investment Guarantee, which will be calculated by the Department).
9. **Final Project Report** summarizing project outcome and suggestions to improve the Department's management of dependent eligibility.

(2) Questions

- a) Describe the reports that you recommend for this Project that conform to the minimum reporting requirements described in this section. Provide report samples for each report type.

SECTION V: COST PROPOSAL REQUIREMENTS

A. Introduction

As a result of this procurement, the Department seeks to award a contract to the Offeror that will meet the Department's requirements and standards and provide the best combination of services and cost over the term of the contract.

The Department expects the selected Offeror to provide an aggressive pricing proposal consistent with the size and functional requirements for the DEAS.

B. Cost Structure

1. The Department may elect to administer the Amnesty Period. However, the Department may opt to have the Contractor administer the Amnesty Period under this Agreement. There will be only one Amnesty Period for all groups (NY, PE and PA). Further, the Department may elect to have the Contractor conduct the audit of NYSHIP eligibility in two stages. In the event the Department elects to do the audit in two stages, an audit of State and PE dependent eligibility will be conducted first. Based on the results of this group, the Department will decide whether to proceed with an audit of Participating Agency dependent eligibility. The audit of PA dependents may commence prior to the conclusion of the NY/PE audit. **Based on these variables, Offerors are required to submit three separate single flat fees (each which includes associated postage costs) for:**

- (1) the administration of the Amnesty Period,**
- (2) the audit of State and PE dependent eligibility, and**
- (3) the audit of PA dependent eligibility.**

The Department or the Offeror may initiate negotiations to adjust the single flat fee for (1) the administration of the Amnesty Period, (2) the audit of State and PE dependent eligibility or (3) the audit of PA dependent eligibility, in the event the actual referral of family contracts is 10% less than or 10% greater than the family contract counts (see Exhibit IV) at the time the RFP is released. Any agreement

regarding any changes in the proposed fee must be through amendment to the contract and approved by the Office of the State Comptroller.

2. Submission Requirements:

The Offeror must submit a completed **Exhibit IV** in response to this requirement. The Department requires the Offeror to quote three separate single flat fees for each of the following tasks:

- (1) the administration of the Amnesty Period for State, PE and PA family contracts,
- (2) the audit of State and PE family contracts and
- (3) the audit of PA family contracts.

SECTION VI: EVALUATION AND SELECTION CRITERIA

Proposals determined by the Department to satisfy the submission requirements set forth in Section II and the Minimum Mandatory Requirements set forth in Section III of this RFP will be evaluated by an assigned evaluation team composed of staff of the Department, assisted by any person, other than one associated with a competing Offeror, designated by the Department. An Offeror's Proposal shall be removed from the evaluation process and not considered should it be determined that the Offeror did not satisfy any of the Minimum Mandatory Requirements as specified in Section III, despite any attestation made regarding the Minimum Mandatory Requirements.

During the evaluation process, the Department may require clarifying information from an Offeror for the purpose of assuring the Department's full understanding of the Offeror's responsiveness to the RFP requirements and the Project's duties and responsibilities. This clarifying information shall be submitted in writing in accordance with the formats set forth in Section II of this RFP and shall be included as a formal part of the Offeror's Proposal. Failure to provide the required information by the due date set forth in the Department's request for clarification may result in rejection of the Offeror's proposal. Nothing in the foregoing shall mean or imply that it is obligatory upon the Department to seek or allow clarifications provided for herein. The Department may, at its discretion, elect to have all Offerors provide oral presentations pertaining to their Technical Proposal or Cost Proposal. The Department also may at its discretion, elect to perform site visits with any or all Offerors. The Procurement Manager will coordinate the necessary scheduling arrangements with the Offerors.

The Department will consider for evaluation and selection purposes only those proposals determined to have met the minimum mandatory requirements specified in Section III of this RFP as well as the proposals determined to be responsive to the duties and responsibilities set forth in the RFP. The Department intends to select that responsive and responsible Offeror whose Proposal offers the best value to the Department and the State as specified in the following evaluation procedures for the purpose of entering into negotiations for the execution of a contract.

The evaluation will entail the review and scoring of both the Offeror's Technical Proposal and Cost Proposal. These components are evaluated separately and scored as described below.

A. Technical Evaluation

Each Offeror's ability and willingness to deliver the Project Services described in this RFP will be evaluated and scored based on a weighted point system. The evaluation of the Offeror's Technical Proposal will be based on that Offeror's written Technical Proposal, responses to clarifying questions, if any, and information obtained through reference checks.

1. Technical Score Ratings

Offeror's technical proposals will be evaluated based on the following ratings and criteria as applied to each evaluated response. A rating of "excellent" equates to a score of 5 for each evaluated question. Each reduction in the ratings results in a one point reduction in the score such that a rating of "poor" equates to a score of 1.

a. EXCELLENT (5)

The Offeror far exceeds the criteria. The services described indicate that the Offeror will provide very high quality services and is very pro-active and innovative.

b. GOOD (4)

The Offeror exceeds the criteria. The services described indicate that the Offeror will exceed the Project's needs. The Offeror demonstrates some innovative features not shown in typical proposals.

c. MEETS CRITERIA (3)

The Offeror meets but does not exceed the criteria. The services described indicate that the Offeror will meet the Project's needs.

d. FAIR (2)

The Offeror's answer is minimal; or the answer is very general and does not fully address the question; or the Offeror meets only some of the criteria.

e. POOR (1)

The Offeror misinterpreted or misunderstood the question; or the Offeror does not answer the question/criteria in a clear manner or the Offeror does not answer the question; or the Offeror does not meet the criteria.

The Offeror's commitment to meet the levels of standards it outlines in its proposal will be verified by reviewing responses to related Performance Guarantee questions and reviewing the Offeror's proposed credit to the administrative fee (credit amount) for its failure to meet each of its proposed performance guarantees.

2. Performance Guarantee Ratings

As described in (1) above, points awarded for each rating will be consistent with the ratings presented above. Offeror's may propose performance guarantees that exceed the Program's service level standards presented in this RFP. Proposed Performance Guarantees are contained within the respective technical areas and will be evaluated using the following criteria:

a. EXCELLENT

(1) The Offeror's proposed performance guarantee exceeds the Project's service level standard contained within this RFP; and

(2) The Offeror's proposed credit amount is one hundred and twenty-five percent (125%) or more of the standard credit amount stated within this RFP.

b. GOOD

(1) The Offeror's proposed performance guarantee equals the Project's service level standard contained within this RFP, and the Offeror's proposed credit amount is one hundred and twenty-five percent (125%) or more of the standard credit amount stated within this RFP; or

(2) The Offeror's proposed performance guarantee exceeds the Project's service level standard contained within this RFP; and the Offeror's proposed credit amount is greater than one hundred percent (100%) but less than one hundred

and twenty-five percent (125%) of the standard credit amount stated within this RFP.

c. MEETS CRITERIA

- (1) The Offeror's proposed performance guarantee equals the Project's service level standard contained within this RFP and the Offeror's proposed credit amount is equal to or greater than the standard credit amount and less than 125% of the standard credit amount stated within this RFP; or
- (2) The Offeror's proposed performance guarantee is greater than the Project's service level standard contained within this RFP and the Offeror's proposed credit amount is equal to the standard credit amount stated within this RFP.

d. FAIR

- (1) The Offeror's proposed performance guarantee equals or exceeds the Program's service level standard contained within this RFP; and
- (2) The Offeror's proposed credit amount is greater than fifty percent (50%) but less than one hundred percent (100%) of the standard credit amount stated within this RFP.

e. POOR

- (1) The Offeror's proposed performance guarantee is below the Program's service level standard contained within this RFP regardless of the credit amount proposed by the Offeror; or
- (2) The Offeror's proposed credit amount is fifty percent (50%) or less of the standard credit amount stated within this RFP regardless of the level of performance the Offeror pledges.

3. Allocation of Technical Score Points

The scores referenced above shall be applied to weighted point values associated with each evaluated response. The relative point value for each section of the Technical Proposal is as follows:

a. Project Administration - 10% of Total Technical Score

The Offeror will be rated on the completeness, reasonableness and appropriateness of its project administration, its willingness and ability to meet completion dates, and on the qualification and experience of its personnel responsibilities for the oversight and management of the DEAS.

The Offeror will be rated on its prior experience, and/or capabilities of administering a program similar in size and scope to the Project requirements of the RFP and the adequacy of its staffing to meet requirements of the RFP.

b. Administration of Amnesty Period and Dependent Eligibility Audit Services - 90% of Total Technical Score

The Offeror will be rated on its ability to effectively implement the DEAS and its system capabilities to perform the required DEAS tasks. The Offeror will be rated on its proposed Project Management Team and Project Plan, Electronic Data Transfer Capabilities, Administration of Amnesty Period, Eligibility Verification Process, Call Center Services, Communication Materials and Reporting capabilities.

4. Technical Scoring

Qualifying Proposals will be evaluated independently by multiple evaluators based on the Evaluation Criteria filed with the Office of the State Comptroller. The average score for each evaluated response shall be applied to the points associated with each question such that an average score of "Excellent" for each evaluated response will result in a maximum available score of 1,000. The awarded score will be calculated to the hundredth decimal place.

B. Cost Evaluation Component

1. The total DEAS cost will be evaluated based on the total of three separate single flat fees, quoted for (1) the administration of the Amnesty Period, (2) the audit of State and PE family contracts and (3) the audit of PA family contracts.
2. The Department may seek clarification of the Offeror's Cost Proposal in writing or through a management interview.
3. The evaluated proposal with the lowest Total Cost as calculated in accordance with Section VI.B.1 shall be awarded a Cost Score equal to the highest Technical Score awarded. All other Cost Proposals evaluated shall be awarded a Cost Score using a pre-established formula such that the Cost Scores awarded will be proportional to the evaluated costs of the proposals.

C. Total Combined Score

To arrive at a Total Combined Score, the Department will combine the Offerors Technical Score and Cost Score using the following formula:

Technical Score times fifty percent (50%)
Plus: Cost Score times fifty percent (50%)
Equals: Total Combined Score

D. Best Value Determination

The Department shall select and enter into negotiations for the purpose of executing a contract with the responsive and responsible Offeror that has accumulated the highest Total Combined Score. If an Offeror's Total Combined Score is equal to or less than 1 point below the highest Total Combined Score, the Offeror's proposal will be determined to be substantially equivalent to the Offeror holding the highest score. Among any Offeror proposals deemed substantially equivalent, the Department shall select the Offeror that has the lowest evaluated cost calculated pursuant to Section VI.B.3 of this RFP to enter into negotiations for the purpose of executing a contract. The Offeror selected to enter into negotiations with the Department must agree to execute a contract that substantially includes the terms set forth in Section VII of this RFP, Contract Provisions.

Please note that the terms in Appendix A, Standard Clauses for All New York State Contracts, Appendix B, Standard Clauses for all Department Contracts, and Appendix C, Third Party Connection and Data Exchange Agreement, are not subject to negotiation.

If the Department determines that contract negotiations between the Department and the selected Offeror are unsuccessful because of material differences in key provision(s) as determined by the Department, the Department may invite the Offeror with the next highest Total Combined Score to enter into negotiations for purposes of executing a contract. Prior to negotiating with the Offeror with the next highest Total Combined Score, the Department will notify the Offeror originally selected and provide the date when negotiations shall cease should an agreement not be reached. Scores will not be recalculated for any remaining Offerors should contract negotiations between the Department and the selected Offeror be unsuccessful because of material differences in key provision(s).

SECTION VII: CONTRACT PROVISIONS

AGREEMENT NO. C000587

THIS Agreement is entered into by and between New York State Department of Civil Service ("Department" or "DCS"), having its principal office at the Alfred E. Smith Building, Albany, N.Y. 12239 and _____, a corporation authorized to do business in the State of New York with a principal place of business located at _____, and collectively referred to as "the Parties."

WITNESSETH

WHEREAS, New York State, through DCS, oversees the enrollment eligibility of enrollees and in the New York State Health Insurance for New York State employees, Participating Employers (PE's) and Participating Agencies (PA's); and

WHEREAS, on June 18, 2008, the Department of Civil Service issued a Request for Proposal (RFP) entitled, "Dependent Eligibility Audit Services" (DEAS), to secure the services of a qualified organization to provide dependent eligibility audit services; and

WHEREAS, after thorough review and evaluation by the Department of proposals received in response to the RFP, the Contractor's proposal was selected as representing the best value to the State; and

WHEREAS, the Department, in reliance upon the expertise of the Contractor, desires to engage the Contractor to deliver the DEAS, in the manner set forth in the RFP and the Contractor's Proposal, pursuant to the terms and conditions set forth in this Agreement;

THEREFORE, the Parties agree as follows:

ARTICLE I: DEFINITION OF TERMS

1.1.0 Business Day(s) means every Monday through Friday, except for days designated as business holidays by the Department prior to January 1 of each calendar year.

- 1.2.0 Call Center Hours** means between the hours of 12:00 p.m. until 8:00 p.m. ET, Monday through Friday.
- 1.3.0 Contractor** means successful Offeror.
- 1.4.0 Day(s)** means calendar days unless otherwise noted.
- 1.5.0 DCS or Department** means the New York State Department of Civil Service.
- 1.6.0 DEAS** means Dependent Eligibility Audit Services.
- 1.7.0 Dependent** means the spouse, domestic partner, and unmarried children under nineteen (19) years of age; for PBA–Troopers, PBA–Supervisors, and PIA enrolled in the Empire Plan, unmarried children under twenty-one (21) years of age. Unmarried dependent children who are full-time students at an accredited secondary or preparatory school, college, or other educational institution also are eligible until the first of the following dates: the end of the third month following the month in which they complete course requirements for graduation, or the end of the month in which they reach age twenty-five (25). Unmarried dependent children aged nineteen (19) or over also are eligible if they are incapable of supporting themselves due to mental or physical disability acquired before termination of their eligibility for coverage under Program.
- 1.8.0 Dependent Survivor** means the unremarried spouse, dependent child, or domestic partner who has not acquired another domestic partner, of an Enrollee who died after having had at least ten (10) years of service, who were covered as dependents of the deceased Enrollee at the time of the Enrollee's death and who elect to continue coverage under NYSHIP following the three (3) month extended benefits period.
- 1.9.0 Enrollee** means an employee, who is eligible for coverage under the NYS Health Insurance Plan, or a former Employee or covered Dependent eligible to continue health insurance benefits after separation from active employment.
- 1.10.0 ET** means prevailing Eastern Time.
- 1.11.0 NYS** means New York State.
- 1.12.0 NYSHIP** means the New York State Health Insurance Program.

1.13.0 OSC means NYS Office of State Comptroller.

1.14.0 Participating Agency (PA) means any unit of local government such as school districts, special districts and district or municipal corporations which elects, with the approval of the President of the Civil Service Commission, to participate in the New York State Health Insurance Program.

1.15.0 Participating Employer (PE) means a public authority, public benefit corporation, or other public agency, subdivision or quasi-public organization of the State which elects, with the approval of the President of the Civil Service Commission, to participate in the New York State Health Insurance Program, such as, the NYS Thruway authority and the Dormitory Authority.

1.16.0 President means the President of the Civil Service Commission and the Commissioner of the DCS.

1.17.0 Proposal means the Contractor's Technical Proposal and Cost Proposal, submitted during the course of the procurement process including all responses to supplemental requests for clarification, information, and documentation.

1.18.0 RFP means the Request For Proposals, entitled Dependent Eligibility Audit Services, dated June 18, 2008, Exhibit B to this Agreement, including all clarifications and supplemental requests for information made subsequent to the release of the RFP.

1.19.0 SEHP means Student Employee Health Plan.

1.20.0 State means the State of New York.

ARTICLE II: AGREEMENT DURATION AND AMENDMENTS

2.1.0 This Agreement shall be effective upon the date of its approval by the Office of the State Comptroller of the State of New York. The term of the Agreement shall be for two (2) years, with up to two (2) one (1) year optional extension periods. These optional extension periods are exercisable at the sole discretion of the Department. Pricing during any extension shall be in accordance with Article VIII of this Agreement.

- 2.2.0** The Agreement is subject to amendment(s) only upon mutual consent of the Parties, reduced to writing and approved by the Office of the State Comptroller of the State of New York.

ARTICLE III: INTEGRATION

- 3.1.0** This Agreement, including all Exhibits, copies of which are attached hereto and incorporated by reference, constitutes the entire Agreement between the Parties. All prior Agreements, representations, statements, negotiations, and undertakings are superseded hereby.
- 3.2.0** All Statements made by the DCS shall be deemed to be representations and not warranties.

ARTICLE IV: DOCUMENT INCORPORATION AND ORDER OF PRECEDENCE

- 4.1.0** The Agreement consists of:
- 4.1.1** The body of the Agreement (that portion preceding the signatures of the Parties in execution) and any amendments thereto;
 - 4.1.2** Appendix A – Standard Clauses for all New York State Contracts;
 - 4.1.3** Appendix B – Standard Clauses for all Department of Civil Service Contracts;
 - 4.1.4** Appendix C – Third Party Connection and Data Exchange Agreement;
 - 4.1.5** The following Exhibits attached and incorporated by reference to the body of the Agreement:
 - 4.1.5a** Exhibit A: which includes the MacBride Act Statement; and the Non-Collusive Bidding Certification;
 - 4.1.5b** Exhibit B: the Request for Proposals entitled, “Dependent Eligibility Audit Services,” dated June 18, 2008 and Exhibit B-1, the official DCS response to questions raised concerning the RFP;

4.1.5c Exhibit C: the Contractor's Proposal and Exhibit C-1: the official transcript of the Management Interview and related materials clarifying the contractor's proposal;

4.1.5d Exhibit D, the Schedule of Administrative Fees;

4.2.0 In the event of any inconsistency in, or conflict among, the document elements of the Agreement identified above, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the following order:

4.2.1 First, Appendix A - Standard Clauses for all New York State contracts;

4.2.2 Second, Appendix B - Standard Clauses for all Department of Civil Service contracts;

4.2.3 Third, Appendix C – Third Party Connection and Data Exchange Agreement;

4.2.4 Fourth, any Amendments to the body of the Agreement;

4.2.5 Fifth, the body of the Agreement;

4.2.6 Sixth, Exhibit B – the Request for Proposals entitled, "Dependent Eligibility Audit Services," dated June 18, 2008 and Exhibit B-1, the official DCS response to questions raised concerning the RFP; and

4.2.7 Seventh, Exhibit C – the Contractor's Proposal and Exhibit C-1, the official transcript of the Management Interview and related materials clarifying the Contractor's proposal; and

4.2.8 Eighth, Exhibit D, the Schedule of Administrative Fees.

4.3.0 The terms, provisions, representations, and warranties contained in the Agreement shall survive performance hereunder.

ARTICLE V: LEGAL AUTHORITY TO PERFORM

- 5.1.0** The Contractor represents that it possesses adequate legal authority to perform the Project Services in accordance with the terms and conditions of this Agreement.
- 5.2.0** The Contractor shall maintain appropriate corporate and/or legal authority, which shall include but is not limited to the maintenance of an administrative organization capable of delivering the Project Services in accordance with the Agreement and the authority to do business in the State of New York or any other governmental jurisdiction in which the Project Services are to be delivered.
- 5.3.0** The Contractor shall provide the Department with immediate notice in writing of the initiation of any legal action or suit which relates in any way to the Agreement or which may affect the performance of Contractor's duties under the Agreement.

ARTICLE VI: PROJECT SERVICES

- 6.1.0** The Contractor's performance under this Agreement shall commence no later than fifteen days after effective date of this Agreement. The Contractor shall deliver Project Services required pursuant to this Agreement in such a manner so as to comply with the terms and conditions as set forth in this Agreement. Project Services shall be in compliance with the requirements of the RFP and in accordance with the Contractor's approach as set forth in the Contractor's Technical Proposal, including, but no limited to the proposed Project Plan.
- 6.2.0 Project Management Team**
- 6.2.1** The Contractor must maintain an organization of sufficient size with the skills and experience necessary to administer, manage and oversee all aspects of the DEAS during implementation and operation.
- 6.2.2** The Contractor's assigned project management team shall be experienced, accessible and sufficiently staffed to provide timely responses (1 Business Day) to administrative concerns and inquiries posed by the Department, and other users designated by the Department, for the duration of the contract to the satisfaction of the DCS.

6.2.3 The Contractor agrees to appoint a Project Manager that will be available full time for the entire term of the DEAS project and who has at least three (3) years experience serving as a Project Manager. The Contractor shall advise the Department immediately if replacement of the Project Manager is contemplated during the term of this project.

6.2.4 The Contractor shall obtain written consent from the Department before removing or replacing the Project Manager. Further, the Department shall have the right to ask the Contractor to substitute the Project Manager with another individual of equal or greater relevant experience.

6.2.5 The Contractor's assigned project management team shall immediately notify the Department of actual or anticipated events impacting delivery of services to the Department and present options available to minimize or eliminate the impact of those events on the delivery of DEAS.

6.3.0 Administration of the Amnesty Period and the Dependent Eligibility Audit Process

The Contractor shall be responsible for all activities related to the audit of dependent eligibility including but not limited to:

6.3.1 Electronic Transfer of Data

6.3.1a The Contractor shall receive and transmit enrollment data in a secure electronic format and on a schedule mutually agreed upon by the Contractor and the Department;

6.3.1b The Contractor shall receive and transmit enrollment data in the format required by the Department;

6.3.1c The Contractor shall maintain proper security to protect the confidentiality of enrollee/dependent information on the Contractor's computer system and in the Contractor's physical work environment;

6.3.1d The Contractor shall have a disaster recovery plan in place that is applicable to this project and acceptable to the Department;

6.3.1e The Contractor shall image all documentation received from the enrollee and transmit the imaged file to the Department in a standard format (i.e. TIFF). The imaged file shall have an index to identify each dependent record.

6.3.2 Eligibility Verification

6.3.2a The Contractor shall have a comprehensive program to administer an Amnesty Period for enrollees to report ineligible dependents. The program shall include the communication of the amnesty period to enrollees, call center support, receiving requests from enrollees to terminate ineligible dependents and the reporting of ineligible dependents to the Department. The Department reserves the right to administer the Amnesty Period itself, separate and apart from the eligibility audit.

6.3.2b The Contractor shall have a comprehensive program to verify and track dependent eligibility audit tasks that conform to NYSHIP eligibility rules.

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6.3.2c The Contractor shall offer a review process for dependents that are terminated because documentation was not provided **by the deadline** and who subsequently provide the documentation **prior to completion of this project. Receipt of acceptable documentation is required to be reported to the Department in the same format as information received prior to the deadline and be accompanied by the Appeals Report. Such information must be provided to the Department within one (1) business day of receipt by the Contractor.**

6.3.2d The Contractor shall complete all tasks related to the DEAS process within one (1) year of the last date that enrollment records are sent to the Contractor.

6.3.3 Call Center Services

The Contractor shall be responsible for all customer support and services including but not limited to:

6.3.3a Maintenance of a toll free telephone number that enrollees can call with questions regarding the amnesty period, the dependent eligibility audit and required documentation. A call center of sufficient size must be maintained to handle telephone calls in a timely manner. A core staff must be dedicated to service the Department's project; and

6.3.3b The call center shall be located in the United States and be staffed with fully trained call center representatives and supervisors, with representatives available, at a minimum, from ____ a.m. to ____ p.m. ET, except for legal holidays observed by the State. The Contractor's call center technology shall have a system to track all inquiries and complaints. The system shall include call type, actions and resolutions. Call center representatives shall be trained to respond to questions, complaints and inquiries including but not limited to dependent eligibility and status of documentation review. Any inquiries that cannot be answered in the initial phone call shall be responded to either by telephone or in writing within 5 business days.

6.3.3c The call center shall have a procedure in place for escalating complex and/or difficult calls to more experienced representatives and ultimately supervisory staff.

6.3.4 Communication Material

The Contractor shall develop customized enrollee communications acceptable to the Department for the amnesty period and the dependent eligibility audit. The Contractor must have the capability to send different enrollee communications for different types of dependents (i.e. dependent student versus spouse). The Contractor shall:

6.3.4a Develop draft communications for approval by the Department;

6.3.4b Customize enrollee communication material to suit the needs of NYSHIP's diverse population;

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6.3.4c Mail the appropriate communication material to each enrollee by First Class Mail with Address Service Requested. Send address notifications received from the United States Postal Service for forwarded mail and notifications for undeliverable mail to the Department, or an agent designated by the Department. Dependent eligibility verification activities are not necessary for dependents of enrollees whose mail is returned undeliverable; such dependent's enrollment shall instead be closed.

ARTICLE VII: PERFORMANCE GUARANTEES

The Contractor acknowledges and agrees that failure to perform the Service Features in such a manner which either meets or exceeds any and/or all of the Performance Guarantee(s) as set forth in this Article and/or fails to make any payment(s) of any such penalty(ies) for such failure to meet any Performance Guarantee(s) does not relieve the Contractor of the performance of the activities, duties and obligations as otherwise set forth in the Agreement. The Contractor shall report to the Department within thirty (30) days of completion of the Project its level of compliance with these guarantees, as specified in this Agreement.

Performance penalty amounts due from the Contractor to the Department for failure to perform any Service Feature at the Guarantee level as set forth above, and audit credit amounts, as determined pursuant to Article XII of this Agreement, shall be made at the time and in such amounts as determined by the Department to be final. Upon such determination, the Department shall notify the Contractor, in writing, and the Contractor shall deduct such amounts from its final payment.

7.1.0 Call Center Services Guarantees and Penalty

7.1.1 Call Center Availability

7.1.1a Guarantee: The Contractor guarantees that the Contractor's toll-free telephone line will be operational and available to callers least ____ % of the Contractor's call center hours calculated for the term of the Contract.

7.1.1b *Penalty:* For each .01 to .50% below the standard of ____% that the Contractor's toll-free telephone line is not operational and available to callers during the Contractor's call center hours calculated for the term of the Contract, the Contractor shall pay the DCS a penalty of \$_____.

7.1.2 Call Center Telephone Response Time

7.1.2a *Guarantee:* The Contractor guarantees that at least ____% of incoming calls to the Contractor's toll-free telephone line will be answered by a customer service representative within ____ seconds, calculated for the term of the Contract. Response time is defined as the time it takes incoming calls to be answered by a call center representative.

7.1.2b *Penalty:* For each .01 to .50% of incoming calls to the Contractor's toll-free telephone line below the standard of ____% that is not answered by a call center representative within ____ seconds, calculated for the term of the Contract, the Contractor shall pay the DCS a penalty of \$_____.

7.1.3 Telephone Abandonment Rate

7.1.3a *Guarantee:* The Contractor guarantees that the percentage of incoming calls in which the caller disconnects prior to the call being answered by a Call Center Representative will not exceed ____% of total incoming calls, calculated for the term of the Contract.

7.1.3b *Penalty:* For each .01 to .50% of incoming calls to the Contractor's toll-free telephone line in which the caller disconnects prior to the call being answered in excess of the standard of ____% of total incoming calls, calculated for the term of the Contract, the Contractor shall pay the DCS a penalty of \$_____.

7.1.4 Telephone Blockage Rate

7.1.4a *Guarantee:* The Contractor guarantees that not more than ____% of total incoming calls to the customer service telephone line will be blocked by a busy signal, calculated for the term of the Contract.

7.1.4b Penalty: For each .01 to .50% of incoming calls to the Contractor's toll-free telephone that are blocked by a busy signal, in excess of the standard of ___% of total incoming calls calculated for the term of the Contract, the Contractor shall pay the DCS a penalty of \$___.

7.2.0 Project Completion Guarantee

7.2.1 Guarantee: The Contractor guarantees that all DEAS services will be completed within one (1) year of the last date that enrollment records are sent to the Contractor.

7.2.2 Penalty: For each month or partial month that all DEA services are not completed within one (1) year of the last date that enrollment records are sent to the Contractor, the Contractor shall credit against the total project administrative fee (including postage expense) ____ percent of all fees charged under the Contract for amnesty and audit tasks;

7.3.0 Project Return on Investment

7.3.1 Guarantee: The Contractor shall guarantee a return on investment of at least 3:1 for the administration of the Amnesty Period and the dependent eligibility audit (Total Savings of at least three times the Total Project Cost (administrative fee plus postage costs). Total Savings shall be calculated by the Department and shall be based on the Plan (Empire, SEHP or HMO) the member is enrolled in at the time of the audit. The Total Savings shall be calculated as follows:

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1. For Empire Plan and SEHP dependents determined to be ineligible by the Contractor, the annualized savings will be calculated as follows:
total claims paid for the period 2002 – 2007 for dependents determined to be ineligible divided by the number of months the dependents were enrolled in the Empire Plan or SEHP during the 2002 – 2007 period times 12 months. This calculation does not include a reduction to either the claims paid or the enrolled months,

based on the dependent's actual eligibility, for any part of the 5-year period.

Note: for dependent children age 19 (or age 21 if enrolled in the Empire Plan for PBA or PIA) and older who are not disabled dependents, the average of total claims paid will exclude claims paid and months enrolled in the Empire Plan or SEHP up to age 18 (or age 20 if enrolled in the Empire Plan for PBA or PIA).

Plus

2. For HMO dependents, annual savings based on difference between Family and Individual 2008 Net Premium when dependents determined not eligible cause an enrollee's coverage to change from Family to Individual.

Plus

3. Annual savings of Medicare Part B Premium reimbursement paid for Medicare dependents determined not eligible by the Offeror based on the basic 2008 monthly Medicare Part B Premium amount.

7.3.2 Penalty: The Contract shall guarantee a return on investment of at least 3:1. for the administration of the Amnesty Period and the dependent eligibility audit. Total Savings of at least three times the Total Project Cost (administrative fee plus postage). For Total Savings below three times the Total Project Cost, the Contractor shall credit against the Total Project Cost the difference between three times the total administrative cost and the actual total savings, not to exceed the total fees charged under the Contract.

ARTICLE VIII: PAYMENT FOR SERVICES RENDERED

8.1.0 The Contractor shall be paid for services rendered pursuant to Exhibit D of this Agreement. The Contractor shall not charge to the Project any fees in excess of the flat fees contained in the Schedule of Administrative Fees (Exhibit D)

8.2.0 The Contractor shall be paid twenty percent (20%) of the total administrative fee for the Project within 45 days of the first enrollment records being sent to the Contractor.

8.3.0 The Contractor shall be paid the remaining fee agreed upon with the Department according to the following schedule, which assumes the Project will take one (1) year to complete:

- 20% of the flat fee within 90 days of the first enrollment records being sent to the Contractor;
- 20% of the flat fee within 180 days of the first enrollment records being sent to the Contractor;
- 20% of the flat fee within 270 days of the first enrollment records being sent to the Contractor;
- The final 20% of the flat fee, adjusted for any performance guarantee penalties, will be paid within 60 days of completion of the Project, to the Department's satisfaction.

The Department reserves the right to adjust the payment schedule if the projected time to complete the project changes significantly.

8.4.0 The Contractor shall not charge to the Project any fees in excess of the flat fees contained in the Schedule of Administrative Fees (Exhibit D).

8.5.0 All of the prices, terms, warranties and benefits granted by the Contractor herein are comparable to or better than the equivalent terms being offered by the Contractor to other customers using similar scope and volume of services. If, during the course of this Agreement, the Contractor enters into arrangements with any other customers providing benefits which are equal to or greater than those benefits to be provided under this Agreement at more favorable terms, this Agreement shall thereupon be deemed amended to provide the same to the DCS.

ARTICLE IX: DATA SHARING AND OWNERSHIP

9.1.0 All enrollment and other data related to the Project is the property of the State. Upon the request of the Department, the Contractor shall share appropriate enrollment data with the Department's consultants. Except as directed by a court of competent

jurisdiction, or as necessary to comply with applicable New York State or federal law, or with the written consent of the Enrollee, the Contractor shall not share, sell, release, or make the data available to third parties in any manner without the prior consent of the DCS. The provision shall survive the expiration or termination of this Agreement.

ARTICLE X: REPORTS AND ENROLLMENT FILES

The Contractor shall work with the Department to develop reports acceptable to the Department for the amnesty period and/or the dependent eligibility audit that include, but are not limited to, the measurement of the Contractor's efficiency and effectiveness, adherence to contract requirements and measurement of performance guarantees. Reporting will be at intervals mutually agreed upon by the Department and the Contractor. Reporting, at a minimum, must cover:

1. **Verification Status Summary Report** (for each letter mailed: number letters mailed, number responders, number amnesty requests, number complete documentation received, number incomplete documentation received, number non-responders, number returned-mail).
2. **Call Center Statistics** (A weekly report reporting the call center activity on daily basis including, but not limited to the number of calls, average on-hold time, etc.).
3. **Weekly Management Summary Report** of progress of project and milestone met.
4. **Master File of Final Eligibility Status Determination Detail Report** (enrollee information, dependent information, resolution – amnesty, eligibility confirmed, eligibility not confirmed).
5. **Report of Final Eligibility Status Determination Detail Report** by agency.
6. **Appeals Report** (number of appeals, number accepted, number rejected).
7. **File of all Imaged Eligibility Documentation** received and enrollee correspondence.

8. **Guarantee Report** to summarize Offeror's compliance with all Contract guarantees (with the exception of the Return on Investment Guarantee, which will be calculated by the Department).
9. **Final Project Report** summarizing project outcome and suggestions to improve the Department's management of dependent eligibility.

ARTICLE XI: TERMINATION OF CONTRACT

11.1.0 The Agreement may be terminated by mutual written agreement of the Parties.

11.2.0 The Agreement may be terminated by the Department for cause upon the failure of the Contractor to comply with the terms and conditions of the Agreement, including any exhibits incorporated herein, provided that the Department shall give the Contractor written notice via registered or certified mail, return receipt requested, or hand delivery, such written notice to specify the Contractor's failure and the termination of the Agreement. Termination shall be effective ten (10) Business Days after receipt of such notice unless the Contractor, in the opinion of the Department, has cured such failure. The Contractor agrees to incur no new obligations nor claim for any expenses made after receipt of the notification of termination. Upon termination for cause, the Department shall have the right to award a new contract to another Bidder. Termination for cause shall create a liability upon the Contractor for actual damages incurred and for all reasonable additional costs incurred in reassigning the contract.

11.3.0 The Agreement may be terminated if the Department deems that termination would be in the best interest of the State provided that the Department shall give written notice to the Contractor not less than thirty (30) Days prior to the date upon which termination shall become effective, such notice to be made via registered or certified mail, return receipt requested or hand delivered. The date of such notice shall be deemed to be the date of postmark in the case of mail or the date of hand delivery. In the case of termination under this Section 11.3.0, the Department agrees to pay the Contractor for reasonable and appropriate expenses accrued or incurred in good faith. The Contractor, on its part, agrees to incur no new obligations after receipt of notification of termination and, after consultation with the Department, to cancel such outstanding obligations as the Contractor deems appropriate in the exercise of sound business judgment.

- 11.4.0** The Agreement may be deemed terminated immediately upon the filing of a petition in bankruptcy or insolvency unless dismissed within thirty (30) Days, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligations by the Department to the Contractor except for the payment of outstanding vouchers.
- 11.5.0** Should the Department reasonably determine that State funds are unavailable; the Department shall deem the Agreement terminated immediately. The Department agrees to give thirty (30) Days notice to the Contractor in the event of termination under this Section 11.5.0. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department shall be obligated to pay the Contractor only for the reasonable and appropriate expenditures made and obligations incurred by the Contractor in accordance with the Agreement until such time as notice of termination is received either orally or in writing by the Contractor from the Department.
- 11.6.0** In the event of termination for any reason, the Contractor shall not incur new obligations for the terminated portion. The Contractor agrees, after consultation with the Department, to cancel such outstanding obligations as the Contractor deems appropriate in the exercise of sound business judgment.
- 11.7.0** Upon termination of the Agreement each Party shall, if applicable, return to the other all papers, materials, and other properties of the other Party held by each for purposes of performance under the Agreement. In addition, each Party shall assist the other Party in orderly termination of the Agreement and the transfer of all assets hereof, tangible, and intangible, as may be necessary for the orderly, non-disrupted business continuation of each Party.

ARTICLE XII: AUDIT AUTHORITY

In addition to the Audit Authority requirements specified in Appendices A and B to this Agreement, the following provisions shall apply:

- 12.1.0** The Contractor acknowledges that the Department has the authority to conduct performance audits of the Contractor's delivery of Project Services in accordance with the Agreement and any applicable State and federal statutory and regulatory authorities.

12.2.0 The Contractor shall maintain and make available documentary evidence necessary to perform such reviews. Documentation maintained and made available by the Contractor may include, but is not limited to, source documents, procedure manuals and system access.

ARTICLE XIII: CONFIDENTIALITY

In addition to the Confidentiality terms specified in Appendices A and B to this Agreement, the following provisions also shall apply:

13.1.0 All enrollment records relating to the Agreement are confidential and shall be used by the Contractor solely for the purpose of carrying out its obligations under the Agreement, for measuring the performance of the Contractor in accordance with the performance guarantees of the Agreement, and for providing the DCS with material and information as may be specified elsewhere in this Agreement.

13.2.0 Except as directed by a court of competent jurisdiction, or as necessary to comply with applicable New York State or federal law, or with the written consent of the Enrollee, no records may be otherwise used or released to any party other than the DCS by the Contractor, its officers, employees, agents, consultants or sub-contractors either during the term of the Agreement or in perpetuity thereafter. Deliberate or repeated accidental breach of this provision may, at the sole discretion of the DCS, be grounds for termination of the Agreement.

13.3.0 The Contractor, its officers, employees, agents, consultants and/or any sub-contractors agree to comply, during the performance of the Agreement, with all applicable federal and State privacy, security and confidentiality statutes, including but not limited to the Personal Privacy Law (New York Public Officer's Law Article 6-A, as amended), and its implementing regulations, policies and requirements, for all material and information obtained by the Contractor through its performance under the Agreement, with particular emphasis on such information relating to Enrollees.

13.4.0 The Contractor shall be responsible for assuring that any Agreement between the Contractor and any of its officers, employees, agents, consultants and/or sub-contractors

contains a provision which strictly conforms to the various confidentiality provisions of this Agreement.

- 13.5.0** The Contractor shall promptly advise the DCS of all requests made to Contractor for information regarding the performance of services under this Agreement including, but not limited to, requests for any material and information provided by the DCS.

ARTICLE XIV: USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

- 14.1.0** For purposes of this Article, the term “Protected Health Information” (“PHI”) means any information, including enrollment eligibility information collected from an individual, that relates to the past, present, or future eligibility of an individual, that identifies the individual, or with respect to which there is a reasonable basis to believe that the information can be used to identify the individual. Within the context of this Agreement, PHI may be received by the Contractor from the Department or may be created or received by the Contractor on behalf of the Department. All PHI received or created by the Contractor as a consequence of its performance under this Agreement is referred to herein collectively as “DCS’ PHI”.
- 14.2.0** The Contractor acknowledges that the DCS administers on behalf of New York State several “health plans” as that term is defined in HIPAA’s implementing regulations at 45 CFR 160.103, and that each of those group health plans consequently is a “covered entity” under HIPAA. These group health plans include NYSHIP, which encompasses the Empire Plan as well as participating health maintenance organizations; the Dental Plan and the Vision Plan. In this capacity, DCS is responsible for the administration of these “covered entities” under HIPAA. The Contractor further acknowledges that the Contractor is a HIPAA “business associate” of DCS as a consequence of the Contractor’s provision of services to and/or on behalf of DCS within the context of the Contractor’s performance under this Agreement, and that the Contractor’s provision of such services may involve the disclosure to the Contractor of individually identifiable health information from DCS or from other parties on behalf of DCS, and also may involve the Contractor’s disclosure to DCS of individually identifiable health information as a consequence of the services performed under this Agreement.

- 14.3.0** *Permitted Uses and Disclosures of DCS' PHI:* The Contractor may use and/or disclose DCS' PHI solely in accordance with the terms of this Agreement. [45 CFR §164.504(e)(2)(i)]. In addition, the Contractor may use DCS' PHI to provide data aggregation services relating to the health care operations of DCS. [45 CFR §164.504(e)(2)(i)(B)]. Further, the Contractor may use and disclose DCS' PHI for the proper management and administration of the Contract if such use is necessary for the Contractor's proper management and administration or to carry out the Contractor's legal responsibilities, or if such disclosure is required by law or the Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor or any instances of which it is aware in which the confidentiality of the information has been breached. [45 CFR 164.504(e)(2)(i)(A) and 164.504(e)(4)(i) and (ii)].
- 14.4.0** *Nondisclosure of DCS' PHI:* The Contractor shall not use or further disclose DCS' PHI otherwise than as permitted or required by this Agreement or as otherwise required by law. [45 CFR §164.504(e)(2)(ii)(A)].
- 14.5.0** *Safeguards:* The Contractor shall use appropriate, documented safeguards to prevent the use or disclosure of DCS' PHI otherwise than as provided for by this Agreement. [45 CFR §164.504(e)(2)(ii)(B)]. The Contractor shall maintain a comprehensive written information security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, to reasonably and appropriately protect the confidentiality, integrity and availability of any electronic PHI that it creates, receives, maintains, or that it transmits on behalf of the DCS pursuant to this Agreement.
- 14.6.0** *Reporting of Disclosures:* The Contractor shall report to DCS any use or disclosure of DCS' PHI otherwise than as provided for by this Agreement of which the Contractor becomes aware. [45 CFR §164.504 (e)(2)(ii)(C)]. Further, the Contractor shall report to DCS any security incident of which it becomes aware. "Security incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information, or interference with system operations in an information system.

- 14.7.0** *Associate's Agents:* The Contractor shall ensure that any agents or sub-contractors to whom it provides DCS' PHI, whether received from DCS or created or received by the Contractor on behalf of DCS, agree to the same restrictions and conditions that apply to the Contractor with respect to DCS' PHI under this Agreement. [45 CFR §164.504(e)(2)(ii)(D)].
- 14.8.0** *Availability of Information to DCS:* The Contractor shall make available to DCS such information as DCS may require to fulfill DCS' obligations to provide access to, to provide a copy of, and to account for disclosures with respect to DCS' PHI in accordance with HIPAA and its implementing regulations, including, but not limited to, 45 CFR Sections 164.524 and 164.528. [45 CFR §164.504(e)(2)(ii)(E) and (G)].
- 14.9.0** *Amendment of DCS' PHI:* The Contractor shall make DCS' PHI available to DCS as DCS may require to fulfill DCS' obligations to amend individuals' PHI pursuant to HIPAA and its implementing regulations, including, but not limited to, 45 CFR Section 164.526. The Contractor shall, as directed by DCS, incorporate any amendments to DCS PHI into copies of such DCS PHI maintained by the Contractor. [45 CFR §164.504(e)(2)(ii)(F)].
- 14.10.0** *Internal Practices:* The Contractor shall make its internal practices, books, and records relating to the use and disclosure of DCS' PHI, whether received from DCS or created or received by the Contractor on behalf of DCS, available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining the DCS' compliance with HIPAA and its implementing regulations. [45 CFR §164.504(e)(2)(ii)(H)].
- 14.11.0** *Disposition of DCS' PHI:* At the time this Agreement is terminated, the Contractor shall, if feasible, return or destroy all of DCS' PHI, whether received from DCS or created or received by the Contractor on behalf of DCS, that the Contractor still maintains in any form and retain no copies of such information. Alternatively, if such return or destruction is not feasible, the Contractor shall extend indefinitely the protections of this Agreement to the information and shall limit further uses and disclosures to those purposes that make the return or destruction of the DCS PHI infeasible. [45 CFR §164.504(e)(2)(ii)(I)].

14.12.0 *Termination under HIPAA:* This Agreement may be terminated by DCS at DCS' discretion if DCS determines that the Contractor has violated a material term of this Article or of the Agreement with respect to the Contractor's obligations under this Article. [45 CFR §164.504(e)(2)(iii)].

Contractor: _____

Contract Number: C000587

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

NEW YORK STATE DEPARTMENT OF CIVIL SERVICE

NANCY G. GROENWEGEN
COMMISSIONER

By: _____

Date: _____

[Insert Name of Contractor]

Date: _____

By: _____

Name: _____

Title: _____

STATE OF)
) ss:
 COUNTY OF)

On the _____ day of _____, _____, before me personally came _____, to me known, and known to me to be the person who executed the above instrument, who, being duly sworn by me, did for her/himself depose and say that (s)he is the _____ of _____ the corporation or organization described in and which executed the above instrument; and that (s)he signed his/her name thereto.

 NOTARY PUBLIC

Approved as to form:

ANDREW M. CUOMO
ATTORNEY GENERAL

Approved:

THOMAS P. DINAPOLI
STATE COMPTROLLER

By: _____

By: _____

Date: _____

Date: _____

APPENDIX A
STANDARD CLAUSES FOR ALL NEW YORK STATE CONTRACTS

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

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

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

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

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

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

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

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

(B) *PRIVACY NOTIFICATION.* (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purpose and for any other purpose authorized by law; (2) the personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease "the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

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

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

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

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

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

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

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

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

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

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State, otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

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

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

Department of Economic Development
Division for Small Business
30 South Pearl Street – 7TH Floor
Albany, New York 12245
Tel. 518-292-5220

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

Department of Economic Development
Minority and Women's Business Development Division
30 South Pearl Street – 2nd Floor
Albany, New York 12245
<http://www.empire.state.ny.us>.

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

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

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

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

Revised June 2006

APPENDIX B
STANDARD CLAUSES FOR ALL DEPARTMENT CONTRACTS

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1. INTEGRATION

The Contract executed between the Department and the Contractor (or Purchase Order issued by the Department) is hereinafter referred to as this Agreement. This Agreement, including all Exhibits and Appendices, copies of which are attached hereto, and incorporated herein by reference, constitutes the entire agreement between the Parties. All prior agreements, representations, statements, negotiations and undertakings are superseded hereby.

All statements made by the Department shall be deemed to be representations and not warranties.

2. EXECUTORY PROVISION

Section 112 of the State Finance Law requires that any contract made by a State department which exceeds fifty thousand dollars (\$50,000) in amount be first approved by the Comptroller of the State of New York before becoming effective. The Parties recognize that, if this Agreement is for fifty thousand dollars or more, it is wholly executory until and unless approved by the Comptroller of the State of New York.

3. CHOICE OF LAW

The Parties agree that this Agreement shall be interpreted according to the laws of the State of New York, except where the federal supremacy clause requires otherwise. The Contractor shall be required to bring any legal proceeding against the Department arising from this Agreement in New York State courts located in Albany County.

4. DISPUTE RESOLUTION

Except as otherwise provided in this Agreement, any dispute raised by the Contractor concerning any question of fact or law arising under this Agreement which is not disposed of by mutual agreement of the Parties shall be decided initially by the designee of the President of the Civil Service Commission (President). A copy of the written decision shall be furnished to the Contractor. The Parties shall proceed diligently with the performance of this Agreement and shall comply with the provisions of such decision and continue to comply pending further resolution of any such dispute as provided herein. The decision of the designee of the President shall be final and conclusive unless, within ten (10) Days from the receipt of such decision, the Contractor furnishes the President a written appeal. In the event of an appeal, the President shall promptly review the initial decision, and confirm, annul, or modify it. The decision of the President shall be final and conclusive unless, as determined by a court of competent jurisdiction, it violates one of the provisions of Section 7803 of the Civil Practice Law and Rules. Pending final decision of any Article 78 proceeding hereunder, both Parties shall proceed diligently with the performance of this Agreement in accordance with the President's decision.

5. WAIVER OF BREACH

No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No consent by a Party to, or waiver of, a breach under this Agreement shall constitute a consent to, a waiver of, or excuse for any other, different or subsequent breach.

6. NEW YORK STATE REQUIREMENTS

The Contractor acknowledges that it is bound by the terms of Appendix A, Standard Clauses For All New York State Contracts, which is attached and incorporated by reference to this Agreement.

7. OUTSIDE OF SCOPE

The Contractor agrees that any and all work performed outside the scope of this Agreement shall be deemed to be gratuitous and not subject to any charge, cost or payment of any kind.

8. NON-ASSIGNABILITY

Neither the rights nor the obligations of the Contractor under this Agreement may be conveyed, assigned, delegated, or otherwise transferred in any manner whatsoever by the Contractor, either in whole or in part, without the prior written approval of the Department.

9. NOTIFICATION

Any notice required by this Agreement to be given by one Party to the other shall be sent by registered or certified mail, return receipt requested, by delivery service with proof of receipt provided by such service, or shall be delivered in hand and a receipt granted.

10. INDEMNIFICATION

The Contractor agrees to indemnify, defend and save harmless the Department, the State, its officers, agents and employees, for any claims or losses the Department, the State or any individuals may suffer when such claims or losses result from the claims of any person or organization for any and all injuries or damages caused by the negligent acts or omissions of the Contractor, its officers, employees, agents, consultants and/or sub-contractors in performance of this Agreement. Furthermore, the Contractor agrees to indemnify, defend and save harmless the Department and the State, its officers, agents, and employees from any and all claims or losses caused by the acts or omissions of any and all contractors, sub-contractors, consultants and any other persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement and from all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement, and against any loss, damages or actions, including, but not limited to, costs and expenses, for violation of proprietary rights, copyrights, patents, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any material, information or data furnished under this Agreement, or based on any libelous or otherwise unlawful matter contained in such material, information or data, except as otherwise provided in the Article entitled "Patent Copyright or Proprietary Rights Infringement".

The Contractor also shall provide indemnification against all losses, and/or cost expenses (including reasonable counsel fees) that may be incurred by reason of the Contractor's breach of any term, provision, covenant, warranty, or representation contained herein and/or in connection with the enforcement of this Agreement or any provision hereof.

The Department does not agree to any indemnification provisions in any documents attached hereto that require the Department or the State of New York to indemnify or save harmless the Contractor or third parties.

Notwithstanding anything to the contrary in this Agreement, neither the Department nor The Contractor shall be liable to the other for any special, consequential, or punitive damages, or loss of profits or revenues, whether such damages are alleged as a result of tort (including strict liability), contract, warranty, or otherwise, arising out of or relating to either Party's acts or omissions under this Agreement.

11. PATENT, COPYRIGHT OR PROPRIETARY RIGHTS INFRINGEMENT

The Contractor, solely at its expense, shall defend any claim or suit which may be brought against the Department or the State for the infringement of United States patents,

copyrights or proprietary rights arising from the Contractor's or the Department's use of any software, equipment, data, materials and/or information of any kind prepared, developed or furnished by the Contractor in connection with performance of this Agreement and, in any such suit, shall satisfy any final judgment for such infringement. The Department shall give the Contractor written notice for such claim or suit and full right and opportunity to conduct the defense thereof, together with full information and all reasonable cooperation.

If principles of governmental or public law are involved, the State of New York may participate in the defense of any action identified under this Article, but no costs or expenses shall be incurred upon the account of the Contractor without the Contractor's written consent.

If, in the Contractor's opinion, any software, equipment, data, materials and/or information prepared, developed or furnished by the Contractor is likely to or does become the subject of a claim of infringement of a United States patent, copyright or proprietary right, then, without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, with the Department's prior written approval, substitute other equally suitable software, equipment, materials, data and/or information. In the event that an action at law or in equity is commenced against the Department arising out of a claim that the Department's use of any software, equipment, materials and/or information under this Agreement infringes on any patent, copyright, or proprietary right, such action shall be forwarded by the Department to the Contractor for defense and indemnification under this Article and to the Office of the Attorney General of the State of New York together with a copy of this Agreement. If upon receipt of such request for defense, or at any time thereafter, the Contractor is of the opinion that the allegations in such action, in whole or in part, are not covered by the defense and indemnification set forth herein, the Contractor shall immediately notify the Department and the Office of the Attorney General of the State of New York, in writing, and shall specify to what extent the Contractor believes it is and is not obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the State of New York and shall take the steps necessary to secure a continuance to permit the State of New York to appear and defend its interest in cooperation with the Contractor, as is appropriate, including any jurisdictional defenses which the State shall have.

12. DATE/TIME WARRANTY

The Contractor warrants that products furnished pursuant to this Agreement shall be able to accurately process, date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific products and/or services must perform as a package or system, this warranty shall apply to the products and/or services as a system.

Where the Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g. billing, invoicing, claim processing), the Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure, or error due to the inaccuracy of the Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. The Contractor shall be responsible for damages resulting from any delays, errors, or untimely performance resulting there from, including but not limited to the failure or untimely performance of such services.

This Date/Time Warranty shall survive beyond termination or expiration of this Agreement through a) ninety (90) days or b) the Contractor's or product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement

shall be construed to limit any rights or remedies otherwise available under this Agreement for breach of warranty.

13. VIRUS WARRANTY

Licensed Product contains no viruses, either known to the Contractor or which reasonably should have been known to the Contractor exercising due diligence. The Contractor is not responsible for viruses introduced at Licensee's site.

14. TITLE AND OWNERSHIP WARRANTY

The Contractor warrants, represents and conveys (i) full ownership, clear title free of all liens, or (ii) the right to transfer or deliver perpetual license rights to any Products transferred to the Department under this Agreement. The Contractor shall be solely liable for any costs of acquisition associated therewith. The Department may require the Contractor to furnish appropriate written documentation establishing the above rights and interests as a condition of payment. The Department's request or failure to request such documentation shall not relieve the Contractor of liability under this warranty.

15. USE RESTRICTIONS AND INTELLECTUAL PROPERTY

The Parties agree that all work by the Contractor for the Department is intended as work for hire. The Parties agree that the Contractor's work is specifically ordered and commissioned for use as contributions to a collective work, or is other such work as specified by Section 101(2) of the U.S. Copyright Act [17 U.S.C. 101(2)], and is intended to be a work for hire that is made for the use and ownership of the State of New York and the Department. Furthermore, the Department and the Contractor agree that the State of New York and the Department are the owners of all copyrights regarding the work. The Contractor warrants to the State of New York and the Department that the Contractor, and all of its subcontractors and their employees, who have been, or may be used in regard to this Agreement, forfeits all past or future claims of title or ownership to the work produced.

Materials such as forms and publications used by the Contractor in the course of its performance under this Agreement which have been agreed upon by the Parties as generic materials are specifically excluded from this provision.

16. OWNERSHIP/TITLE TO PRODUCT DELIVERABLES

For purposes of this section, the term "Department" is understood to mean the Department acting on behalf of the State.

(A) Definitions

1. Products:

A deliverable furnished under this Agreement by or through the Contractor, including existing and custom Products, including, but not limited to: a) components of the hardware environment; b) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); c) third party software; d) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and e) any properties embodied therein, whether in tangible or intangible form (including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, object code).

2. Existing Products:

Tangible Products and intangible licensed Products which exist prior to the commencement of work under this Agreement. The Contractor retains the burden of proving that a particular product existed before commencement of the Agreement.

3. Custom Products:

Products, preliminary, final or otherwise, which are created or developed by The Contractor, or its subcontractors, partners, employees, or agents under this Agreement for the benefit of the Department.

(B) Title to Project Deliverables

The Contractor acknowledges that it is commissioned by the Department to perform services detailed in this Agreement. Unless otherwise specified in writing in this Agreement, the Department shall have ownership and/or license rights as follows:

1. Existing Products:

a) Hardware - Title and ownership of Existing Hardware Product shall pass to Department upon acceptance.

b) Software - Title and ownership to Existing Software Product(s) delivered by The Contractor under this Agreement which is normally commercially distributed on a license basis by the Contractor or other independent software vendor/proprietary owner ("Existing Licensed Product"), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with the Contractor or other independent software vendor/proprietary owner ("ISV"). Effective upon acceptance, such Product shall be licensed to the Department in accordance with the Contractor or ISV owner's standard license agreement, provided, however, that such standard license, must, at a minimum: (a) grant the Department a non-exclusive, perpetual license to use, execute, reproduce, display, perform, adapt (unless the Contractor advises the Department as part of the Contractor's bid proposal that adaptation will violate existing agreements or statutes and the Contractor demonstrates such to the Department's satisfaction) and distribute Existing Licensed Product to the Department up to the license capacity stated in the work order with all license rights necessary to fully effect the general business purpose(s) stated in this Agreement and (b) recognize the State of New York as the licensee. Where these rights are not otherwise covered by the ISV's standard license agreement, the Contractor shall be responsible for obtaining these rights at its sole cost and expense. The Department shall reproduce all copyright notices and any other legend of ownership on any copies authorized under this paragraph.

2. Custom Products:

Effective upon creation of Custom Products, the Contractor hereby conveys, assigns and transfers to State the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all trademark and copyrights. The Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through the Contractor, its agents, employees, or subcontractors. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Contractor's business.

Where payment for Custom Product does not involve COPS or other third party financing, the Department may, by providing written notice thereof to the Contractor, elect in the alternative to take a non-exclusive perpetual license to Custom Products in lieu of State taking exclusive ownership and title to such Products. In such case, the Department shall be granted a non-exclusive perpetual license to use, execute, reproduce, display, perform, adapt and

distribute Custom Product as necessary to fully effect the general business purpose(s) as stated herein.

In the event that the Contractor wishes to obtain ownership rights to Custom Product(s), the sale or other transfer shall be at fair market value as determined by the Parties at the time of such sale or other transfer, and must be pursuant to a separate written agreement in a form acceptable to the State which complies with the terms of this paragraph.

3. Documentation, Data & Reports

The Department shall own title to all documentation, drawings, (e.g., engineering drawings, system diagrams, logic/schematics, plans, reports, training, maintenance or operating manuals), including network design, equipment configurations and other documentation prepared or developed pursuant to this Agreement, whether preliminary, final or otherwise. The Contractor shall deliver to the possession of the Department all work-in-progress documentation as it becomes available, but in no case longer than thirty (30) days after creation.

17. FORCE MAJEURE

Neither Party to this Agreement shall be liable or deemed to be in default for any delay or failure in performance under this Agreement resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, wars, riots, civil disturbances, insurrections, accident, fire, explosions, earthquakes, floods, the elements, acts or omissions of public utilities or strikes, work stoppages, slow downs or other labor interruptions due to labor/management disputes involving entities other than the Parties to this Agreement, or any other causes not reasonably foreseeable or beyond the control of a Party. The Parties are required to use best efforts to eliminate or minimize the effect of such events during performance of this Agreement and to resume performance of this Agreement upon termination or cessation of such events.

18. TIME OF THE ESSENCE

The Department and the Contractor acknowledge and agree that time is of the essence for the Contractor's performance under this Agreement.

19. RIGHTS AND REMEDIES

The rights, duties and remedies set forth in this Agreement shall be in addition to, and not in limitation of, rights and obligations otherwise available at law.

20. FEDERAL AND STATE COMPLIANCE

The Contractor shall ensure that its employment practices comply with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended.

The Contractor shall ensure compliance with the Americans With Disabilities Act (42 USC §2101 et. seq.) such that programs and services provided during the course of performance of this Agreement shall be accessible under Title II of the Americans With Disabilities Act and as otherwise applicable under the Americans With Disabilities Act.

21. TAXES

It shall be understood that the Department, as an agency of the State of New York, is not liable for the payment of any sales, use, excise, or other form of tax however designated, levied or imposed, and shall agree to reimburse the Contractor for same only if taxes would have been incurred through the Department's normal business operations.

22. INDEPENDENT CONTRACTOR

The Parties agree that the Contractor is an independent contractor, and the Contractor, its officers, employees, agents, consultants and/or sub-contractors in the performance of this Agreement shall act in an independent capacity and not as agents, officers or employees of the State or the Department. Neither the Contractor nor any sub-contractor shall thereby be deemed an agent, officer, or employee of the State. The Contractor agrees, during the term of this Agreement, to maintain at the Contractor's expense those benefits to which its employees would otherwise be entitled by law, including health benefits, and all necessary insurance for its employees, including worker's compensation, disability and unemployment insurance, and to provide the Department with certification of such insurance upon request. The Contractor remains responsible for all applicable federal, State, and local taxes, and all FICA contributions.

23. NO THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement, expressed or implied, is intended to confer upon any person, corporation, other than the Parties hereto and their successors in interest and assigns, any rights or remedies under or by reason of this Agreement.

24. HEADINGS OR CAPTIONS

The headings or captions contained within this Agreement are intended solely for convenience and reference purposes and shall in no way be deemed to define, limit or describe the scope or intent of this Agreement or any provisions thereof.

25. PARTIAL INVALIDITY

Each Party agrees that it shall perform its obligations under this Agreement in accordance with all applicable federal and State laws, rules, and regulations, policies and/or guidelines now or hereafter in effect. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding such term or provision, this Agreement shall remain in full force and effect, and such term or provision shall be deemed stricken.

26. CONFLICT OF INTEREST

The Contractor shall ensure that its officers, employees, agents, consultants and/or sub-contractors comply with the requirements of the New York State Public Officers Law ("POL"), as amended, including but not limited to Sections 73 and 74, as amended, with regard to ethical standards applicable to State employees, and particularly POL sections 73(8)(a)(i) and (ii) regarding post-employment restrictions affecting former State employees. Additionally, the Contractor shall ensure that no violation of these provisions will occur by reason of the Contractor's proposal for or negotiation and execution of this Agreement or in its delivery of services pursuant to this Agreement. If, during the term of this Agreement, the Contractor becomes aware of a relationship, actual or potential, which may be considered a violation of the POL or which may otherwise be considered a conflict of interest, the Contractor shall notify the Department in writing immediately. Should the Department thereafter determine that such employment is inconsistent with State law; the Department shall so advise the Contractor in writing, specifying its basis for so determining, and may require that the contractual or employment relationship be canceled. Failure to comply with these provisions may result in suspension or cancellation of this Agreement and criminal proceedings as may be required by law.

The Contractor is required to make full disclosure of any circumstances that could affect its ability to perform in complete compliance with the POL. Any questions as to the applicability of these provisions should be addressed by the Contractor to the New York State Ethics Commission, 540 Broadway, Albany, NY 12207 (518) 408-3976.

27. AUDIT AUTHORITY

The Contractor acknowledges that the Department and the Office of the State Comptroller have the authority to conduct financial and performance audits of the Contractor's delivery of Program Services in accordance with this Agreement and any applicable State and federal statutory and regulatory authorities. Such audit activity may include, but not necessarily be limited to, the review of documentary evidence to determine the accuracy and fairness of all items on the Contractor's submission of claims for payment under this Agreement, and the review of any and all activities relating to the Contractor's administration of this Agreement.

The Contractor shall make available documentary evidence necessary to perform such reviews. Documentation made available by the Contractor may include, but is not limited to, source documents, books of account, subsidiary records and supporting work papers, claim documentation and pertinent contracts and correspondence.

The audit provisions contained herein shall in no way be construed to limit the audit authority or audit scope of the Office of the State Comptroller as set forth in Appendix A of this Agreement - Standards Clauses for All New York State Contracts.

28. CONFIDENTIALITY

All records maintained by the Contractor and relating to this Agreement are confidential and shall be used by the Contractor and its officers, employees, and subcontractors or agents solely for the purpose of carrying out its obligations under this Agreement. Except as directed by a court of competent jurisdiction or as may be permitted or required by applicable New York State or federal law or regulations, no such records may be otherwise used or released to any person by the Contractor, its employees, subcontractors or agents, either during the term of this Agreement or in perpetuity thereafter. Deliberate or repeated accidental breach of this provision may, at the sole discretion of the Department, be grounds for termination of this Agreement.

The Contractor shall promptly advise the Department of all requests made to the Contractor for information regarding the performance of services under this Agreement, including any information provided by the Department, except as required by subcontractors or agents solely for the purpose of carrying out obligations under this Agreement or as required by law.

The Contractor shall be responsible for assuring that any agreement between the Contractor and any of its officers, agents and employees or applicable subcontractors contains a provision that conforms strictly to the provisions of this article.

29. INFORMATION SECURITY REQUIREMENTS

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law section 889-aa, State Technology Law section 208). Contractor shall be liable for the costs associated with noncompliance if caused by the Contractor's negligent or willful acts of omissions, or the negligent or willful acts of omissions of the Contractor's agents, officers, employees, or subcontractors.

Concomitantly, and contemporaneous with the execution of this Agreement, the Contractor and its designees shall execute the Department's Third Party Connection and Data Exchange Agreement and any other protocol required by the Department, and shall ensure its employees, agents and designees complete the related Third Party Acceptable Use Policy and Agreement if applicable, to ensure the security of data transmissions and other information related to the administration of this Agreement. This request may be waived by the Department in its sole discretion.

30. NONDISCLOSURE OF CONFIDENTIAL INFORMATION

Except as may be required by applicable law or a court of competent jurisdiction, the Contractor, its officers, agents, employees, and subcontractors shall maintain strict confidence with respect to any Confidential Information to which the Contractor, its officers, agents, employees, and subcontractors have access in the course of The Contractor's performance under this Agreement. For purposes of this Agreement, all State information of which The Contractor, its officers, agents, employees and subcontractors becomes aware during the course of performing services for the Department shall be deemed to be Confidential Information (oral, visual or written). Notwithstanding the foregoing, information that falls into any of the following categories shall not be considered Confidential Information:

- (a) information that is previously rightfully known to the receiving party without restriction on disclosure;
- (b) information that becomes, from no act or failure to act on the part of the receiving party, generally known in the relevant industry or is in the public domain; and
- (c) information that is independently developed by The Contractor without use of confidential information of the State.

The Contractor shall hold the State and the Department harmless from any loss or damage to the State or the Department resulting from the disclosure by the Contractor, its officers, agents, employees, and subcontractors of such Confidential Information.

The Contractor shall provide for its officers, agents, employees, and subcontractors to acknowledge and execute a nondisclosure agreement containing substantially the terms described in this section, if requested to do so by the Department or the State.

This representation shall survive termination of this Agreement.

31. FREEDOM OF INFORMATION LAW

Disclosure of information and material provided to the Department by the Contractor in the course of the Contractor's performance under this Agreement shall be permitted consistent with the laws of the State of New York, and specifically the Freedom of Information Law (FOIL), Article 6 of the Public Officers Law. The Department shall take reasonable steps to protect from public disclosure any of the records relating to the Contractor's performance under this Agreement that otherwise are exempt from disclosure under FOIL.

If the Contractor believes that any information or material provided to the Department constitutes trade secret information that should be exempted from FOIL disclosure, the Contractor must, at the time of the materials' submission, request the exemption in writing, specifically identifying the material by page number, line, or other appropriate designation, and provide a particularized explanation as to why the material constitutes trade secret information and how the disclosure of the identified information would cause substantial injury to the Contractor's competitive position. The material sought to be protected from disclosure must be clearly marked in yellow highlighter on a duplicate copy of the submission and may be provided in hardcopy or on a CD. Generically marking all material as "Confidential" will not be considered adequate for the purpose of this section.

The Department's receipt of the Contractor's submission of material and the Contractor's request for protection of the material from FOIL disclosure does not constitute a determination that the information is exempt from disclosure under FOIL. In the event any information or material is requested pursuant to FOIL, the Department will address each party's interests fully in accordance with the procedures required by Article 6 of the Public Officers Law.

32. TERMINATION OF AGREEMENT

In addition to any termination provisions specified elsewhere in this Agreement, the following provisions also shall apply:

The Agreement may be terminated by mutual written agreement of the Parties.

The Agreement may be terminated by the Department for cause upon the failure of the Contractor to comply with the terms and conditions of this Agreement, including any exhibits incorporated herein, provided that the Department shall give the Contractor written notice via registered or certified mail, return receipt requested, or hand delivery, such written notice to specify the Contractor's failure and the termination of this Agreement. Termination shall be effective ten (10) Business Days after receipt of such notice unless the Contractor, in the opinion of the Department, has cured such failure. The Contractor agrees to incur no new obligations nor to claim for any expenses made after receipt of the notification of termination. Upon termination for cause, the Department shall have the right to award a new contract to another contractor. Termination for cause shall create a liability upon the Contractor for actual damages incurred and for all reasonable additional costs incurred in reassigning this Agreement.

The Agreement may be terminated if the Department deems that termination would be in the best interest of the State provided that the Department shall give written notice to the Contractor not less than thirty (30) Days prior to the date upon which termination shall become effective, such notice to be made via registered or certified mail, return receipt requested or hand delivered. The date of such notice shall be deemed to be the date of postmark in the case of mail or the date of hand delivery.

The Agreement may be terminated immediately in the event the Department determines that funds are unavailable. The Department agrees to provide notice to the Contractor as soon as it becomes aware that funds are unavailable in the event of termination under this paragraph. If the initial notice is via oral notification, the Department shall provide written notice immediately thereafter. The Department shall be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination or received either orally or in writing by the Contractor from the Department.

In the event of termination for any reason, the Contractor shall not incur new obligations for the terminated portion. The Contractor agrees, after consultation with the Department, to cancel such outstanding obligations as the Contractor deems appropriate in the exercise of sound business judgment.

Upon termination of this Agreement each Party shall, if applicable, return to the other all papers, materials, and other properties of the other Party held by each for purposes of performance under this Agreement. In addition, each Party shall assist the other Party in orderly termination of this Agreement and the transfer of all aspects hereof, tangible, and intangible, as may be necessary to ensure the orderly administration of the State program.

33. CONTRACTOR PERSONNEL

The Contractor shall designate an Account Executive, who shall be the contact person for all matters arising under this Agreement.

The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries, and management of its personnel. These functions shall be carried out by the Contractor in accordance with the provisions of this Agreement and with all applicable federal and State laws and regulations.

The Contractor is required to commit key personnel for the administration of all aspects of this Agreement. In the event that any of the key personnel will be or are unavailable for the performance of their duties, the Contractor will designate and propose to the Department an equally qualified alternate with full authority to act for the unavailable key person.

The Contractor shall notify the Department in writing of any changes in the key personnel designated for performance of this Agreement. This shall include any changes in the personnel designated to bind the Contractor.

The Department reserves the right to demand the reassignment or cancellation of assignment to duties under this Agreement of any Contractor personnel so assigned. The Department shall not exercise the authority unreasonably. The Contractor agrees to replace any employees so reassigned or canceled with an employee of equal or better qualifications. If the Department exercises its right under this provision, it agrees to provide written notice to the Contractor setting forth its reasons with specificity.

34. OPERATIONAL CONTACTS

The Contractor shall maintain appropriate corporate and/or legal authority, which shall include, but not be limited to, the maintenance of an administrative organization capable of delivering Program Services in accordance with this Agreement and the authority to do business in the State of New York or any other governmental jurisdiction in which these Services are to be delivered pursuant to this Agreement. The Contractor also shall maintain operations, financial and legal staff that shall be directly available to the Department's operations, financial and legal staff, respectively. For purposes of this Agreement, maintenance of such staff and staff availability by the Contractor shall in no way create any agency relationship between the Department and the Contractor.

The Contractor acknowledges and agrees that no aspect of the Contractor's performance under this Agreement is contingent upon Department personnel or the availability of Department resources, with the exception of all proposed actions of the Contractor specifically identified in this Agreement as requiring the Department approval. With respect to such approval, the Department shall act promptly and in good faith.

The Contractor must cooperate fully with any other contractors who may be engaged by the Department relative to the State program and this Agreement.

The Contractor must ensure that all contacts by the Contractor personnel with other New York State agencies, external organizations (Federal Agencies, Unions, etc.) which result in any charge, cost or payment of any kind, must receive prior written authorization from the Department's Contract Manager.

35. SUB-CONTRACTORS

The Contractor may arrange for specified portions of its responsibilities under this Agreement to be subcontracted to a qualified organization. In such situations, said sub-contractors must be clearly identified and the nature and extent of their involvement in and/or proposed performance under this Agreement must be fully explained by the Contractor to the Department. The Contractor retains the ultimate responsibility for all services performed under this Agreement. The Department reserves the right to approve any subcontracts entered into by the Contractor for the delivery of Program Services under this Agreement.

All subcontracts shall be in writing and shall contain provisions, which are functionally identical to, and consistent with, the provisions of this Agreement. Such functionally identical and consistent provisions shall include, but not be limited to, the following

provisions of this Agreement: Appendix A - Standard Clauses For All New York State Contracts; Appendix B - Standard Clauses for All Department Contracts; the Articles pertaining to Audit Authority and Confidentiality, and such other Agreement Articles as may be specified by the Department.

A copy of any proposed subcontract relating to the Contractor's performance under this Agreement shall be furnished to the Department before its execution for the Department's review and approval. The Department will review the document(s) and advise the Contractor of its approval or disapproval within 30 days.

The Contractor shall give the Department immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract or which may affect the performance of the Contractor's duties under this Agreement.

The Department's requirement of prior approval of any subcontract under this Agreement shall not make the Department or the State of New York a party to any subcontract or create any right, claim, or interest in the sub-contractor or proposed sub-contractor against the Department.

Any subcontract shall not relieve the Contractor in any way of any responsibility, duty and/or obligation of this Agreement.

36. PUBLICITY AND COMMUNICATIONS

The Contractor shall ensure that all requests for the Contractor's participation in events where the Contractor will be participating on behalf of the Department receive prior written authorization from the Department.

No public discussion or news releases relating to this Agreement shall be made or authorized by the Contractor or the Contractor's agent without the prior written approval of the Department, which written approval shall not be unreasonably withheld or delayed provided, however, that Contractor shall be authorized to provide copies of this Agreement and answer any questions relating thereto to any State or federal regulators or, in connection with its financial activities, to financial institutions for any private or public offering.

37. CONSULTANT DISCLOSURE REQUIREMENTS

Unless directed otherwise by the Department, the Contractor shall demonstrate its compliance with Chapter 10 of the Laws of 2006 throughout the term of this Agreement by submitting to the Department and to the Office of the State Comptroller a "State Consultant Services - Contractor's Annual Employment Report" for each State Fiscal Year. Such report shall be due no later than May 15th of each year following the end of the State Fiscal Year being reported. Such report shall be required of any contract that includes services for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health and mental health services, accounting, auditing, paralegal, legal, or similar services. Such report shall conform with Bulletin No. G-226 - Form B as issued by the Office of the State Comptroller. The report must be submitted to the Office of the State Comptroller, Bureau of Contracts, 110 State Street, 11th floor, Albany, NY 12236, ATTN: Consultant Reporting; and to the Department's Contract Manager.

38. PROCUREMENT LOBBYING RESTRICTIONS UNDER STATE FINANCE LAW SECTIONS 139-j AND 139-k

The Contractor certifies that all information that it has provided or will provide to the Department pursuant to State Finance Law sections 139-j and 139-k is complete, true, and accurate, including but not limited to information regarding prior determinations of non-responsibility within the past four years based upon (i) impermissible contacts of other

violations of SFL section 139-j, and (ii) the intentional provision of false or incomplete information to a governmental entity.

The Department reserves the right to terminate this Agreement in the event it is found that the Contractor's certification of its compliance with SFL sections 139-j and 139-k was intentionally false or intentionally incomplete. Upon such finding, the Department may exercise its right to terminate this Agreement by providing written notification to the Contractor in accordance with Section 9 of this Appendix.

39. VENDOR RESPONSIBILITY

The Contractor is required to provide the Department with an updated Vendor Responsibility Questionnaire when requested to do so by the Department throughout the term of this Agreement. Regardless, the Contractor is required to report to the Department any material changes in the information reported in its initial Vendor Responsibility Questionnaire.

40. TAX LAW SECTION 5-A - CERTIFICATION REGARDING SALES AND COMPENSATING USE TAXES

In the event the value of this Agreement exceeds \$100,000, the Contractor must file a properly completed Form ST-220-CA with the Department and a properly completed Form ST-220-TD with the Department of Taxation & Finance before this Agreement may take effect.

In addition, after this Agreement has taken effect, the Contractor must file a properly completed Form ST-220-CA with the Department if this Agreement's term is renewed; further, a new Form ST-220-TD must be filed with the Department of Taxation & Finance if no ST-220-TD has been filed by the Contractor or if a previously filed Form ST-220-TD is no longer correct and complete.

May 2008



Appendix C

THIRD PARTY CONNECTION AND DATA EXCHANGE AGREEMENT

THIS AGREEMENT (the “Agreement”) by and between the NYS Department of Civil Service (“DCS”), with principal offices in Albany, NY 12239, and

with principal offices at

(hereinafter “Third Party”), is entered into as of the date last written below (“the Effective Date”).

This Agreement consists of this signature page and the following attachments incorporated by reference:

1. Attachment 1: Third Party Connection and Data Exchange Agreement Terms and Conditions
2. Attachment 2: Third Party Connection and Data Exchange Request Requirements Document
3. Attachment 3: Third Party Acceptable Use Policy and Agreement
4. Attachment 4: DCS Equipment Loan Agreement (Applicable: ☐Yes ☐No)

This Agreement may only be modified by a written document executed by the parties hereto. Any disputes arising out of or in connection with this Agreement shall be governed by New York State law without regard to choice of law provisions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed. Each party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

Third Party Name:	NYS Department of Civil Service (DCS)
Authorized Signature	Authorized Signature
Name (Print)	Name (Print)
Date	Date



THIRD PARTY CONNECTION AND DATA EXCHANGE AGREEMENT

ATTACHMENT 1 – SECURITY REQUIREMENTS

1. *Right to Use Connection*

Third Party may only use the connection and the information obtained from DCS for business purposes as outlined by the Third Party Connection and Data Exchange Request Requirements Document (Attachment 2).

2. *Data Exchange*

2.1 Third Party may only use the data obtained for purposes outlined by the Third Party Connection and Data Exchange Request Requirements Document (Attachment 2) and the contract or Memoranda of Understanding, if any, that exists between DCS and Third Party for the provision of goods or services or governing conduct between DCS and Third Party with respect to the access to and use of DCS data.

2.2 Data exchange may be conducted only by methods and/or services outlined by the Third Party Connection and Data Exchange Request Requirements Document (Attachment 2). Third Party should expect that access to information and services may be limited, as determined or required by DCS.

3. *Network Security*

3.1 Third Party will allow only its own employees approved in advance by DCS (“Third Party Users”) to access the Network Connection or any DCS-owned equipment. Third Party shall be solely responsible for ensuring that Third Party Users are not security risks, and upon DCS’ request, Third Party will provide DCS with any information reasonably necessary for DCS to evaluate security issues relating to any Third Party User.

3.2 Third Party will promptly notify DCS whenever any Third Party User leaves Third Party’s employ or no longer requires access to the connection or DCS-owned Equipment.

3.3 Each Party will be solely responsible for the selection, implementation, and maintenance of security procedures and policies that are sufficient to ensure that (a) such party’s use of the connection (and Third Party’s use of DCS-owned Equipment) is secure and is used only for authorized purposes, and (b) such Party’s business records and data are protected against improper access, use, loss alteration or destruction.

3.4 The preferred connectivity method is via the Internet to a DCS-approved or DCS-provided Virtual Private Network (VPN) device. If the device is DCS-provided, DCS will loan the Third Party, in accordance with the DCS Equipment Loan Agreement, the required client software for establishing VPN connections with DCS. Normal DCS perimeter security measures will control access to the internal network.

3.5 Extranet – Designated routers are used in combination with firewall rules to allow access to be managed. A second authentication may be required.



- 3.6 Remote Access - Using the DCS-provided remote access software, Third Party will connect via an Internet browser. The account may be disabled until usage is required and controls are placed and managed by DCS. Third Party will be required to follow procedures to enable the account for each use.
- 3.7 Third Party Connections will be audited. All remote access user accounts for Third Parties will be given an expiration time. Renewals must be requested by Third Party and approved by the Department Sponsor. Obsolete Third Party connections will be terminated.
- 3.8 Software versions on all Third Party computers that connect to the DCS network must be versions that are currently supported by the software manufacturer, and all available security updates and hot fixes for that software must be applied in a timely fashion. Software and firmware for all Third Party networking equipment that is part of the connection to the DCS network must be kept up to date, especially with patches that fix security vulnerabilities.
- 3.9 Anti-virus software and firewalls must be installed and enabled at all times on DCS-owned computers and on Third Party computers that connect to the DCS network. Additionally, virus definition files must be kept up to date.
- 3.10 In no case may a Third Party Connection to DCS be used as an Internet Connection for Third Party or for a Third Party User.

4. Notifications

- 4.1 Third Party shall notify DCS in writing promptly of any change in its Users for the work performed over the Network Connection or whenever Third Party believes a change in the connection and/or functional requirements of the connection is necessary.
- 4.2 Any notices required by this Agreement shall be given in hand, sent by first class mail, or via facsimile to the applicable address set forth below.

Third Party Name:	NYS Department of Civil Service Albany, New York 12239
Address:	
Attention:	Attention:



5. *Citizen Notifications*

If Third Party maintains "identifying personal information" on behalf of the Department and such information is compromised, Third Party shall notify the Department immediately that the information has been compromised, the circumstances under which the information was compromised, and the measures undertaken by Third Party to address those circumstances and to otherwise mitigate the effects of the compromise. If encrypted data is compromised along with the corresponding encryption key and encryption software, the data shall be considered unencrypted and the information will be considered compromised through unauthorized access. If the Department requests Third Party to do so, Third Party shall notify the persons whose identifying information was compromised. Such notification shall be communicated via postal service or email, as directed by the Department, and shall otherwise be executed in accordance with the Department's direction. Notification shall be delayed if a law enforcement agency determines that such notification may impede a criminal investigation. For the purpose of this section, "identifying personal information" shall be any information concerning an individual which, because of name, number, symbol, mark or other identifier in combination with any of the following, is unencrypted: (1) Social Security Number; or (2) driver's license number; or (3) financial account number, credit or debit card number, in combination with any required security code, access code, or password which would permit access to an individual's financial account; or (4) password which would permit access to the individual's account.

6. *Payment of Costs*

Each Party will be responsible for all costs incurred by that Party under this Agreement, including, without limitation, costs for phone charges, telecommunications equipment and personnel for maintaining the connection.

7. *Confidentiality*

- 7.1 Information exchanged for the business purposes outlined in Attachment 2 will be held confidential by the Parties to the maximum extent permitted by law. Each Party may internally use the information received from the other Party hereunder in connection with and as specifically necessary to accomplish the Business Purpose set forth in Attachment 2 and for no other purposes. Each Party may otherwise share such information with other third parties (e.g. consultants, subcontractors, control agencies) as required or permitted by law in order to effect the business purposes outlined in Attachment 2 and for no other purposes, provided that such third parties agree to the confidentiality restrictions set forth herein and as may be required otherwise by State and federal law.
- 7.2 Third Party must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the sensitive information that it creates, receives, maintains, or transmits on behalf of DCS.
- 7.3 Unencrypted DCS information must not be transmitted over email.
- 7.4 Third Party must ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it and report to the DCS Help Desk any security incident of which it becomes aware.



8. *Third Party Users*

- 8.1 Third Party must require that each Third Party User executes a Third Party Acceptable Use Policy and Agreement (Attachment 3). Third Party must ensure that DCS is notified by fax or mail when the user base changes, following the specifications in the Third Party Connection & Data Exchange Agreement.
- 8.2 All aspects of Third Party connections within DCS control may be monitored by the appropriate DCS support group and/or the DCS Information Security Officer. Any unauthorized use or change to devices will be investigated immediately.
- 8.3 All Third Party Connections will be reviewed on a regular basis and information regarding specific Third Party connection will be updated as necessary. Obsolete Third Party connections will be terminated.

9. *DCS-owned Equipment*

- 9.1 DCS may, in DCS' sole discretion, loan to Third Party certain equipment and/or software for use on Third Party premises (the DCS-owned Equipment) under the terms of the DCS Equipment Loan Agreement set forth in Attachment 4. DCS-owned equipment will only be configured for TCP/IP, and will be used solely by Third Party on Third Party's premises or other locations authorized by DCS for the purposes set forth in this Agreement. DCS is responsible for ensuring that it has the right under applicable software licenses to permit third party use.
- 9.2 Third Party may modify the configuration of the DCS-owned equipment only after notification and approval in writing by authorized DCS personnel.
- 9.3 Third Party will not change or delete any passwords set on DCS-owned equipment without prior approval by authorized DCS personnel. Promptly upon any such change, Third Party shall provide DCS with such changed password.

10. *Term, Termination and Survival*

- 10.1 This Agreement will remain in effect until terminated by either Party, but in no event prior to the termination or expiration of any contract or agreement between the Parties for the purchase of goods or services that provides the business purpose for the exchange of data between the Parties, unless both Parties mutually agree to so terminate this Agreement.
- 10.2 Upon termination, Third Party shall return all tangible DCS data to DCS within a timeframe specified by DCS for that purpose, and further shall certify in writing to DCS that all other DCS data in whatever form has been destroyed. Additionally, any DCS-owned equipment and/or software shall be promptly returned to DCS at Third Party's expense.
- 10.3 Notwithstanding the above, the Parties' obligations to safeguard the confidentiality of the data subject to this Agreement shall survive the termination of this Agreement, and shall bind the Parties' employees, subcontractors, agents, heirs, successors and assigns.



11. Severability

If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.

12. Waiver

The failure of any Party to enforce any of the provisions of this Agreement will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions.

13. Assignment

Third Party may not assign this Agreement, in whole or in part, without the prior written consent from DCS. Any attempt to assign this Agreement, without such consent, will be null and of no effect. Subject to the foregoing, this Agreement is for the benefit of and will be binding upon the parties' respective successors and permitted assigns.

14. Force Majeure

Neither Party will be liable for any failure to perform its obligations if such failure results from any act of God or other cause beyond such Party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving any data.

15. Partial Invalidity

If this Agreement is entered into as a consequence of Third Party's provision of goods or services to DCS pursuant to a contract or other written agreement, that Agreement supersedes this Agreement to the extent the agreements' provisions may be inconsistent.



THIRD PARTY CONNECTION AND DATA EXCHANGE AGREEMENT

ATTACHMENT 2 – REQUEST REQUIREMENTS

In accordance with the DCS *Third Party Connection and Data Exchange Policy*, all requests for Third Party connections and data exchanges must be accompanied by this completed requirements document. This document should be completed by the DCS person or group requesting the Third Party connection and/or data exchange. The DCS Department Sponsor must be the Director of the Division whose business requires the Third Party connection and/or data exchange. DCS Divisions are encouraged to work with their IRM Liaison to complete the information in this document.

Part 1 – Business Justification

A. DCS Sponsor *(Division Director)*

Name:

Division:

Office Location:

Phone Number:

Email Address:

Back-up Point of Contact: (Data Custodian)

Name:

Division:

Office Location:

Phone Number:

Email Address:

B. Business Reason for Connection *(To be completed by Sponsor)*

State the purpose of establishing the connection and the purpose of the data transmission. Specify the business needs of the proposed connection. Use additional sheets of paper if needed.

C. Specify the details of the work to be accomplished via the connection. What applications will be used? What information will be used? What transactions will be accomplished?



D. Specify the Third Party Controls to be Implemented for Safeguarding DCS Data:

Access Controls:

Audit Controls:

Working procedures or practices for handling printed material and verbal exchanges:

Method of Disposal of media and paper:

User Account Management, including review of accounts:

Physical Security:

Other:

E. Estimated number of hours of use each week?

☐ 1 – 20

☐ 21 – 40

☐ More than 40 hours per week

F. Anticipated normal hours of use?

☐ M – F, 8:00 – 5:00 pm Eastern time

☐ Other (specify):

G. What is the requested installation date? (Minimum lead-time is 30 days)

H. Approximately how long will the connection be needed?

☐ Up to 6 months

☐ 6 – 12 months

☐ More than 12 months

☐ Specific time period:

Note: If a connection is needed for more than a year, the Connection Agreement must be renewed annually.



I. Other useful information

J. Third Party Information

Name of Third Party:

Main Phone Number:

Main Office Address:

Management Contact

Name:

Department:

Address:

Email Address:

Phone Number:

Manager's Name:

Manager's Phone:

Backup Contact

Name:

Department:

Address:

Email Address:

Phone Number:

Manager's Name:

Manager's Phone:

Technical Contact

Name:

Department:

Address:

Email Address:

Phone Number:

Manager's Name:

Manager's Phone:

Technical Support Hours:

Escalation List:

Domain name(s):

Host name(s):



User Names and Contact Information. *(List all employees of the Third Party who will use this access.)*

User 1 *(name, phone, email):*

User 2 *(name, phone, email):*

User 3 *(name, phone, email):*

User 4 *(name, phone, email):*

User 5 *(name, phone, email):*

User 6 *(name, phone, email):*

User 7 *(name, phone, email):*

User 8 *(name, phone, email):*

User 9 *(name, phone, email):*

User 10 *(name, phone, email):*

K. Other information

July 2005



THIRD PARTY CONNECTION AND DATA EXCHANGE AGREEMENT

ATTACHMENT 3 – THIRD PARTY ACCEPTABLE USE POLICY AND AGREEMENT

This Policy and Agreement applies to all forms of computer and networking use, including local access at the Department of Civil Service (DCS) premises, remote access via public or private networks, access using DCS equipment, access using individual or group accounts, and access via other methods.

A signed paper copy of this form must be submitted by any individual (1) for whom authorization of a new user account is requested, (2) who will use a shared third party account, and/or (3) who is requesting reauthorization of an existing use. Modifications to the terms and conditions of this agreement will not be accepted by DCS management.

Indicate here if this is a notification that the User named below no longer requires access: ☐

User's Name (<i>print</i>):			
Organization:			
Telephone Number:	Area code	Number	Extension
Office Address:			

The undersigned acknowledges that he or she has read, understands, and agrees to comply with this Third Party Acceptable Use Policy and Agreement governing the use of DCS computing resources.

User Signature:	Date:
-----------------	-------

You must sign this signature page and send it to DCS. Retain a copy of the signature page and the attached Policy for your records. This form must be delivered either by fax or mail to:

MAIL: NYS Department of Civil Service, Albany, NY 12239
Attention: Help Desk
FAX: 518-485-5588



THIRD PARTY CONNECTION AND DATA EXCHANGE AGREEMENT

ATTACHMENT 3 – THIRD PARTY ACCEPTABLE USE POLICY AND AGREEMENT

I. ***Protection of DCS Information***

All records and information maintained in DCS systems accessed by the User are confidential and shall be used by the User solely for the purpose of carrying out the User's official duties. Users may not use any such records and information for any other purpose. No such records or information may otherwise be used or released to any person by the User or by the User's employer or agent, except as may be required by applicable State or federal law or by a court of competent jurisdiction. All accounts and connections will be regularly reviewed.

II. ***DCS Log-on Banner***

All users will follow the guidelines of the DCS Log-on Banner as stated below.

NOTICE * The contents of this banner have been recommended to all State agencies by the Office for Technology in the NYS Preferred Standards and Procedures for Information Security. * This electronic system, which includes hardware, software and network components and all data contained therein (the "system"), is the property of the New York State Department of Civil Service (DCS). * Unauthorized use or attempted unauthorized use of this system is not permitted and may constitute a federal or state crime. Such use may subject you to appropriate disciplinary and/or criminal action. Use of this system is only permitted to the extent authorized by DCS. * Use is limited to conducting official business of DCS. Under the Electronic Communications Privacy Act of 1986 (18 U.S.C. 2510, et seq.), notice is hereby given that there are NO facilities provided by this system for sending or receiving private confidential electronic communication. Any use, whether authorized or not, may be monitored, intercepted, recorded, read, copied, accessed or captured in any manner, and used or disclosed in any manner, by authorized DCS personnel without additional prior notice to users. In this regard, users have no legitimate expectation of privacy during any use of this system or in any data on this system. * Use, whether authorized or unauthorized, constitutes expressed consent for DCS to monitor, intercept, record, read, copy, access or capture and use or disclose such information. * DCS policy regarding this matter can be reviewed on the DCS internal website. Copies can also be obtained from the Office of Human Resources Management. Such policies are subject to revision. This notice is consistent with the Acceptable Use Policy issued to DCS employees regarding acceptable use, June 15, 2005. I have read and understand this notification and department policy.

III. ***Passwords***

The User is not permitted to share his/her password with anyone. Passwords must never be written down. The User must not use the same password for multiple applications. The User must use passwords that are not easily guessed and must not use their email address as their password.



IV. *Shared Accounts*

All use of shared accounts must be authorized by DCS. Users of shared accounts must be identified to DCS via the completion and signing of this policy/agreement. Third Parties are responsible for notification to DCS when the user base changes. Passwords for shared accounts must not be provided to individuals who have not been identified by Third Party to DCS and who have not completed and signed this policy/agreement.

V. *Virus Protection*

Anti-virus software must be installed and enabled at all times on DCS-owned computers and on third party computers used to conduct DCS business. Virus definition files must be kept up to date. DCS Information Resource Management (IRM) provides anti-virus software and maintains the configuration of that software for all DCS-owned computers.

VI. *Acceptable Use*

DCS computers, computing systems and their associated communication systems are provided to support the official business of DCS. All uses inconsistent with DCS' business activities and administrative objectives are considered to be inappropriate use.

Examples of unacceptable behavior include, but are not limited to the following.

- Any illegal activities that could result in legal actions against and/or financial damage to DCS.
- Computer usage that reasonably harasses or offends other employees, users, or outsiders, or results in public embarrassment to DCS.
- Computer usage that is not specifically approved and which consumes significant amounts of computer resources not commensurate with its benefit to DCS' mission or which interferes with the performance of a worker's assigned job responsibilities.
- Use in connection with compensated outside work or unauthorized not-for-profit business activities.
- Use of sniffers, spyware, ad-ware or other related technology.

VII. *Software Protection*

The User is responsible for complying with copyright, licensing, trademark protection, and fair use restrictions.

VIII. *Reporting Incidents*

Users are required to report incidents of system errors, data discrepancies, application performance problems, to the DCS Help Desk, at 518-457-5406 phone; 518-485-5588 fax.



IX. *DCS Rights*

Pursuant to the Electronic Communications Privacy Act of 1986 (18 USC 2510 et seq.), notice is hereby given that there are no facilities provided by this system for sending or receiving private or confidential electronic communications. DCS has access to all access attempts, messages created and received, and information created or stored using DCS resources, and will monitor use as necessary to assure efficient performance and appropriate use. Information relating to or in support of illegal activities will be reported to the appropriate authorities.

DCS reserves the right to log and monitor use. DCS reserves the right to remove a user account from the network. DCS assumes no responsibility or liability for files or information deleted.

The DCS will not be responsible for any damages. This includes the loss of data resulting from delays, non-deliveries, or service interruptions caused by negligence, errors or omissions, or caused by the way the user chooses to use DCS computing facilities.

DCS reserves the right to change its policies and rules at any time.

X. *Penalties*

The User shall hold the State and DCS harmless from any loss or damage to the State and/or DCS resulting from the User's inappropriate disclosure of information covered by this User Agreement. Further, the User's non-compliance with this Agreement may result in the revocation of system privileges, termination of employment or contract with DCS, and/or criminal and/or civil penalties.

July 2005



Name And Address Of Borrower	DCS Business Unit (Loaning Organization)	
	Point Of Contact	
	Work Location	Telephone
Shipping Address (<i>If different from borrower's</i>)	Manager's Name	
	Date To Be Loaned	
	Date To Be Returned	
Equipment To Be Loaned		
Quantity	Description	Value
Purpose Of Loan		
CONDITIONS OF LOAN		
1. The Borrower of the above equipment agrees to return same in like condition as received from DCS, normal wear and tear excepted, on or before the above return date, unless the loan period is formally extended. 2. Upon termination of this Agreement, Borrower shall uninstall all DCS software included in this Agreement from Borrower's computer and/or network equipment. 3. The Borrower shall not make any copies of DCS software included in this Agreement. 4. In case of loss or damage beyond repair, DCS shall be reimbursed by Borrower at the current price of replacement. 5. The equipment shall not be loaned or transferred to a third party without the written consent of DCS. 6. The right is reserved to cancel the loan or recall the equipment upon ____ days notice. 7. The Borrower shall assume all shipping and/or transportation costs involved. 8. Other conditions:		



State of New York
Department of Civil Service
The State Campus
Albany, New York 12239

ADMINISTRATIVE SERVICES DIVISION
Third Party Connection and Data Exchange Agreement
Attachment 4 –Equipment Loan Agreement
ADM-125 (4/06)

Agreed (Borrower)	Approved (DCS)
Borrowing Organization	Loaning Organization
Signature Of Authorized Official	Signature Of Authorized Official
Title	Title
Date	Date
RECEIPT OF EQUIPMENT	
Borrower <i>(Upon initial receipt)</i>	DCS Lender <i>(Upon termination of Agreement)</i>
Borrowing Organization	Loaning Organization
Signature Of Authorized Official	Signature Of Authorized Official
Title	Title
Date	Date

July 2005

Exhibit I.A Proposal Submission Requirement Checklist

Please indicate by checkmark that your Proposal meets **each** of the following submission requirements:

- ☐ **1. TIMELY SUBMISSION:** Proposal submitted to assure receipt by the Department of Civil Service no later than 3:00 p.m. ET on the Proposal Due Date as indicated in RFP Section II.A.1.
- ☐ **2. FORMATTING REQUIREMENTS:** The Offeror's Proposal must be organized in three parts: Administrative Proposal; Technical Proposal and Cost Proposal and each part must each comply with the formatting requirements stated in Section II.A.7.a and.b of this RFP.
 - ☐ a. Twelve (12) separately bound hardcopies -- two (2) Originals each of the Administrative Proposal, Technical Proposal and Cost Proposal containing original documents (i.e., original signatures, no photocopies) and marked and numbered (i.e., "ORIGINAL #1," "ORIGINAL #2"), ten (10) copies of each Administrative Proposal, Technical Proposal and Cost Proposal marked and numbered (i.e., "COPY #1," "COPY #2," etc.) and a separate CD for the Administrative, Technical and Cost Proposal.
 - ☐ b. Proposals must be prepared in Adobe Acrobat, as applicable.
 - ☐ c. Each Administrative, Technical and Cost Proposal must be separately bound and externally labeled with "Dependent Eligibility Audit Services" and Offeror's name(s). (No cost information [i.e., \$ quotes] can be referenced in the Administrative or Technical Proposal.
 - ☐ d. Table of Contents
 - ☐ e. Index Tabs
 - ☐ f. Pagination
 - ☐ g. Updates/Corrections
 - ☐ h. Required Content of Proposals - The Proposal shall consist of three parts: the Administrative Proposal must contain the documentation required in Section III of this RFP. The Technical Proposal must be responsive to the programmatic duties and responsibilities set forth in Section IV of this RFP. The Cost Proposal must demonstrate a commitment to perform all programmatic duties and responsibilities in accordance with Section IV of this RFP.
- ☐ **3. REQUIRED CONTENT OF THE ADMINISTRATIVE PROPOSAL:** The Administrative Proposal must contain the following information, in the order enumerated below:
 - ☐ a. **Formal Offeror Letter:** The Offeror must submit a formal offer in the form of the "Formal Offer Letter" as set forth in RFP, Exhibit I.S in accordance with the requirements set forth in RFP, Section III.A
 - ☐ b. **Minimum Mandatory Requirements:** The Offeror must submit a completed Exhibit I.T "Offeror Attestation Form" containing the representations and warranties set forth therein.
 - ☐ c. **Exhibits:** The Offeror must complete and submit the Exhibits specified in Section III.C as follows:

- ☐ Exhibit I.A Proposal Submission Requirement Checklist
- ☐ Exhibit I.C Freedom of Information Law – Request for Redaction Chart
- ☐ Exhibit I.D MacBride Statement and Non-Collusive Bidding Certification
- ☐ Exhibit I.G Equal Employment Opportunity (EEO) Obligations – Offeror Certification of Compliance
- ☐ Exhibit I.H Workforce Employment Utilization Report
- ☐ Exhibit I.I NYS Department of Civil Service Vendor Responsibility Questionnaire
- ☐ Exhibit I.K Offeror’s Affirmation of Understanding & Agreement
- ☐ Exhibit I.M Compliance with Public Officers Law Requirements
- ☐ Exhibit I.N Compliance with Americans with Disabilities Act
- ☐ Exhibit I.O Omnibus Procurement Act Statement of Acceptance
- ☐ Exhibit I.P Certification of Compliance Pursuant to State Finance Law §139-k
- ☐ Exhibit I.Q Article 15-A of the Executive Law
- ☐ d. **Key Subcontractors**: The Offeror must provide a statement identifying all Key Subcontractors, if any, that the Offeror will be contracting with to provide Project Services and must, for each such subcontractor identified, complete and submit Exhibit I.U “Key Subcontractors” in accordance with the requirements set forth in RFP, Section III.D. (Note: If the Offeror will not be subcontracting with any Key Subcontractor(s) to provide Project Services, the Offeror must provide a statement to that effect.)
- ☐ e. **Reference Checks**: The Offeror must list five (5) references comprised of a combination of both current and former clients for which the Offeror has supplied decision support services pertaining to medical claims similar to those required in this RFP (Project References). For each Project Reference provided the Offeror must complete and submit Exhibit I.V “Project References” in accordance with the requirements set forth in RFP, Section III.E.
- ☐ f. **Financial Statements**: The Offeror must provide a copy of the Offeror's:
 - ☐ last issued GAAP annual audited financial statement; and
 - ☐ the most recent GAAP quarterly financial statement (A complete set of statements, not just excerpts, must be provided.)For each Key Subcontractor, if any, that provides any of the Project Services; provide
 - ☐ the most recent GAAP annual audited statement and
 - ☐ the most recent GAAP quarterly financial statement(Note: If the Offeror, or a Key Subcontractor, is a privately held business and is unwilling to provide copies of their annual audited financial statements as part of their Proposal, the Offeror/Key Subcontractor must make arrangements for the procurement evaluation team to review the financial statements.)

____ **4. REQUIRED CONTENT OF THE TECHNICAL PROPOSAL:** The Technical Proposal must be responsive to the duties and responsibilities and submission requirements set forth in Section IV of this RFP and it must contain the following information, in accordance with the submissions associated requirements, and in the order enumerated below:

____ A. **Project Administration:**

____ 1. **Executive Summary**

____ 2. **General Qualifications of the Offeror**

____ B. **Dependent Eligibility Audit Services:**

____ 1. **Project Management Team**

____ 2. **Project Plan**

____ 3. **Dependent Eligibility Audit Services**

____ a. Electronic Transfer of Data

____ b. Eligibility Verification

____ c. Call Center Services

____ d. Communication Material

____ e. Reporting

____ **5. REQUIRED CONTENT OF THE COST PROPOSAL:** The Offeror's Cost Proposal must demonstrate that it will execute the duties and responsibilities set forth in Section V of this RFP and it must contain the following information, in accordance with the submissions associated requirements below:

____ A. A Single flat fee for all services required by this RFP, including first class postage costs

INSTRUCTION: Prepare this form for each key staff individual, including subcontractor provided key staff, if any.

Name: _____

Title: _____

Relationship to Project: _____

EDUCATION

<u>Institution & Location</u>	<u>Degree</u>	<u>Year Conferred</u>	<u>Discipline</u>

PROFESSIONAL EMPLOYMENT (Start with most recent.)

<u>Dates From - To</u>	<u>Employer</u>	<u>Title</u>

PROFESSIONAL EXPERIENCE (Significant experience/education relevant to program)

(Name of Company)

Proposal Dated _____

In Response to the Request for Proposals entitled **Dependent Eligibility Audit Services RFP**, dated June 18, 2008.

- ☐ Offeror asserts that the information noted in the table below constitutes proprietary and/or trade secret information and desires that such information not be disclosed if requested pursuant to the New York State Freedom of Information Law, Article 6 of the Public Officers Law.
- ☐ Offeror makes NO assertion that any information in its Proposal, in whole or in part, should be protected from FOIL disclosure.

Administrative Comments:		
Requested Redaction Page(s) and Page Sections	Description	Offeror Rationale for Proposed Redaction
<i>Insert rows above as necessary</i>		
Technical Comments:		
Requested Redaction Page(s) and Page Sections	Description	Offeror Rationale for Proposed Redaction
<i>Insert rows above as necessary</i>		
Cost Comments:		
Requested Redaction Page(s) and Page Sections	Description	Offeror Rationale for Proposed Redaction
<i>Insert rows above as necessary</i>		

REDACTION CHART

If an Offeror wishes to request that proposal material be protected from disclosure under the Freedom of Information Law, the Offeror must submit this form to the Procurement Manager within 10 days after the Proposal Due Date. If the Offeror does not request such protection within 10 days after the Proposal Due Date, the Offeror shall waive any right to such protection permanently.

The Offeror must complete the form specifically identifying by page number, line, or other appropriate designation, the specific information requested to be protected from FOIL disclosure and the specific reason why the information should not be disclosed. Vague, non-specific, summary allegations that the material is proprietary or trade secrets are inadequate and will not result in protection from FOIL disclosure.

An appropriate justification may include any one or more of the following considerations by which to demonstrate reasonably whether the item for which you seek protection may be excepted from disclosure:

- a) the confidential nature of the specific item, including a description of the nature and extent of the injury to the Offeror's competitive position, such as unfair economic or competitive damage, which would be incurred were the information/record to be disclosed;
- b) whether the specific information/record is treated as confidential by the Offeror, including whether it ever has been made available to any person or entity;
- c) whether any patent, copyright, or similar legal protection exists for the specific item of information;
- d) whether the public disclosure of the information/record is otherwise restricted by law, and the specific source and content of such restriction;
- e) the date upon which the information/record no longer will need to be kept confidential, if applicable;
- f) whether the item of information is known by anyone outside the Offeror's business or organization;
- g) the extent to which the information is known by Offeror's employees and others involved in the Offeror's business;
- h) the value of the specific information/record to the Offeror and to its competitors;
- i) the amount of effort or money expended by the Offeror in developing the information/record; and
- j) the ease or difficulty with which the information could be properly acquired or duplicated (not merely copied) for use by others.



State of New York
Department of Civil Service
 Albany, NY 12239

**MacBride Statement and
 Non-Collusive Bidding Certification**

ADM-990 (1/07)

NON-DISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND
MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either (answer "yes" or "no" to one or both of the following, as applicable):

1. Have business operations in Northern Ireland. Yes _____ or No _____

If yes:

2. Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes _____ or No _____

Date: _____

 (Contractor's Signature)

 (Name of Business)

NON-COLLUSIVE BIDDING CERTIFICATION

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

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

Date: _____

 (Contractor's Signature)

 (Name of Business)



New York State Department of Taxation and Finance

Contractor Certification to Covered Agency

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

ST-220-CA

(6/06)

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

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

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

(name)

(title)

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

(Mark an X in only one box)

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

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

(insert contract number or description)

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

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Instructions**General information**

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

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

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

When to complete this form

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

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

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

Page 2 of 2 ST-220-CA (6/06)

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF _____ }
 : SS.:
 COUNTY OF _____ }

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

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

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

 Notary Public

 Registration No.

Privacy notification

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

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

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

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

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

Need help?

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



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



Telephone assistance is available from
 8:00 A.M. to 5:00 P.M. (eastern time),
 Monday through Friday. 1 800 698-2931

To order forms and publications: 1 800 462-8100

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

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



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



New York State Department of Taxation and Finance

Contractor Certification(Pursuant to Section 5-a of the Tax Law, as amended,
effective April 26, 2006)**ST-220-TD**

(6/06)

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

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

General information

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

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

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

Mail completed form to:

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

Privacy notification

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

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

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

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

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

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

To order forms and publications: 1 800 462-8100

Sales Tax Information Center: 1 800 698-2909

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

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



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Page 2 of 4 ST-220-TD (6/06)

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

Make only one entry in each section below.

Section 1 — Contractor registration status

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

Section 2 — Affiliate registration status

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

Section 3 — Subcontractor registration status

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

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Schedule A — Listing of each person (contractor, affiliate, or subcontractor) exceeding \$300,000 cumulative sales threshold

List the contractor, or affiliate, or subcontractor in Schedule A only if such person exceeded the \$300,000 cumulative sales threshold during the specified sales tax quarters. See directions below. For more information, see Publication 223.

A Relationship to Contractor	B Name	C Address	D Federal ID Number	E Sales Tax ID Number	F Registration in progress

Column A – Enter **C** in column A if the contractor; **A** if an affiliate of the contractor; or **S** if a subcontractor.

Column B – Name - If person is a corporation or limited liability company, enter the exact legal name as registered with the NY Department of State, if applicable. If person is a partnership or sole proprietor, enter the name of the partnership and each partner's given name, or the given name(s) of the owner(s), as applicable. If person has a different DBA (doing business as) name, enter that name as well.

Column C – Address - Enter the street address of person's principal place of business. Do not enter a PO box.

Column D – ID number - Enter the federal employer identification number (EIN) assigned to the person or person's business, as applicable. If the person is an individual, enter the social security number of that person.

Column E – Sales tax ID number - Enter only if different from federal EIN in column D.

Column F – If applicable, enter an X if the person has submitted Form DTF-17 to the Tax Department but has not received its certificate of authority as of the date of this certification.

Page 4 of 4 ST-220-TD (6/06)

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
 : SS.:
COUNTY OF }

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

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

☐ (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.

☐ (If a corporation): _he is the _____
of _____, the corporation described in said instrument; that, by authority of the Board
of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for
purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on
behalf of said corporation as the act and deed of said corporation.

☐ (If a partnership): _he is a _____
of _____, the partnership described in said instrument; that, by the terms of said
partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth
therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said
partnership as the act and deed of said partnership.

☐ (If a limited liability company): _he is a duly authorized member of _____
LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument
on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed
the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited
liability company.

Notary Public

Registration No. _____



State of New York
Department of Civil Service
Albany, NY 12239

**Equal Employment Opportunity (EEO)
Obligations – Offeror Certification of Compliance**

ADM-988 (1/07)

The Offeror must demonstrate its compliance with the Equal Employment Opportunity Act (EEO) by affirming to the Department that the Offeror's EEO Policy Statement contains, at a minimum, language consistent with the provisions of numbered paragraphs 1, 2, 3, and 4. Failure to comply with this provision will result in rejection of the Offeror's proposal.

1. The Offeror shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, gender, age, disability, or marital status; shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination; and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on the Agreement.
2. The Offeror shall state in all solicitations or advertisements for employees that, in the performance of the Agreement, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, gender, age, disability, or marital status.
3. The Offeror shall not do business with any employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other Agreement or understanding, that discriminates on the basis of race, creed, color, national origin, gender, age, disability, or marital status.
4. At the request of the DCS, the Offeror agrees to require any employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other Agreement or understanding to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, gender, age, disability, or marital status and that such union of representative will affirmatively cooperate in the implementation of the Offeror's obligation under the agreement.

The undersigned states that the affirmative statements contained in this certification are true, accurate and complete.

Name of Offeror

Date of Submission

Name & Title of Officer's Representative please print)

Authorized Signature



State of New York
Department of Civil Service
Albany, NY 12239

**Workforce Employment Utilization Report
Service and/or Consultant Firms**

ADM-989
(1/07)

Agency: _____ /Code _____ Reporting period: _____

Check One: ☐ Quarterly ☐ Semi-Annual Report

Contractor/Firm

Name: _____ Address: _____

City State Zip

Type of Report: ☐ Contract Specific Work Force ☐ Total Work Force Check if NOT-For- Profit: ☐

Federal ID/Payee ID No. _____ Contract No. _____ Location of Work _____

County Zip

Check One: ☐ Prime Contractor ☐ Subcontractor

Product/Service Provided: _____

Contract Amount: \$ _____ Contract Start Date: _____

Percent of Job Completed _____

Number of Employees											Total Percent Minority Employees	Total Percent Female Employees
Federal Occupational Category	Total Number of Employees		Black (Not of Hispanic origin)		Hispanic		Asian or Pacific Islander		Native American/ Alaskan Native			
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female		
Officials/Admin.												
Professionals												
Technicians												
Sales Worker												
Office & Clerical												
Craft Workers												
Operatives												
Laborers												
Service Workers												
TOTALS												

Company

Official's Name: _____ Title: _____

Company Official's

Signature: _____ Date: _____

Telephone

Number: () _____

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

BUSINESS ENTITY INFORMATION				
Legal Business Name			EIN	
Address of the Principal Place of Business/Executive Office			Phone Number	Fax Number
E-mail		Website		
Authorized Contact for this Questionnaire				
Name:			Phone Number	Fax Number
Title			Email	
List any other DBA, Trade Name, Other Identity, or EIN used in the last five (5) years, the state or county where filed, and the status (active or inactive): (if applicable)				
Type	Name	EIN	State or County where filed	Status

I. BUSINESS CHARACTERISTICS	
1.0 Business Entity Type – Please check appropriate box and provide additional information:	
a) ☐ Corporation (including PC)	Date of Incorporation
b) ☐ Limited Liability Co. (LLC or PLLC)	Date Organized
c) ☐ Limited Liability Partnership	Date of Registration
d) ☐ Limited Partnership	Date Established
e) ☐ General Partnership	Date Established County (if formed in NYS)
f) ☐ Sole Proprietor	How many years in business?
g) ☐ Other	Date Established
If Other, explain:	
1.1 Was the Business Entity formed in New York State?	☐ Yes ☐ No
If 'No' indicate jurisdiction where Business Entity was formed:	
☐ United States State _____	
☐ Other Country _____	
1.2 Is the Business Entity currently registered to do business in New York State with the Department of State? Note: Select 'Not Required' if the Business Entity is a Sole Proprietor or General Partnership	☐ Yes ☐ No ☐ Not required
If 'No' explain why the Business Entity is not required to be registered in New York State.	
1.3 Is the Business Entity registered as a Sales Tax Vendor with the New York State Department of Taxation and Finance?	☐ Yes ☐ No
If 'No', explain and provide detail, such as "not required", "application in process", or other reason for not being registered.	
1.4 Is the Business Entity publicly traded?	☐ Yes ☐ No

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

I. BUSINESS CHARACTERISTICS		
CIK Code or Ticker Symbol 		
1.5 Is the responding Business Entity a Joint Venture? <i>Note: If the Submitting Business Entity is a Joint Venture, also submit a questionnaire for each Business Entity comprising the Joint Venture</i>	☐ Yes ☐ No	
1.6 Does the Business Entity have a DUNS Number?	☐ Yes ☐ No	
Enter DUNS Number		
1.7 Is the Business Entity's Principal Place of Business/Executive Office in New York State? If 'No', does the Business Entity maintain an office in New York State?	☐ Yes ☐ No ☐ Yes ☐ No	
Provide the address and telephone number for one New York office.		
1.8 Is the Business Entity a New York State Certified Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE), New York State Small Business or a Federally Certified Disadvantaged Business Enterprise (DBE)?	☐ Yes ☐ No	
If 'Yes', check all that apply: ☐ New York State Certified Minority Owned Business Enterprise (MBE) ☐ New York State Certified Women Owned Business Enterprise (WBE) ☐ New York State Small Business ☐ Federally Certified Disadvantaged Business Enterprise (DBE)		
1.9 Identify Business Entity Officials and Principal Owners. For each person, include name, title and percentage of ownership, if applicable. <i>Attach additional pages if necessary.</i>		
Name	Title	Percentage Ownership (<i>Enter 0% if not applicable</i>)

II. AFFILIATES AND JOINT VENTURE RELATIONSHIPS		
2.0 Does the Business Entity have any Affiliates? <i>Attach additional pages if necessary.</i>		☐ Yes ☐ No
Affiliate Name	Affiliate EIN (<i>If available</i>)	Affiliate's Primary Business Activity
Explain relationship with the Affiliate and indicate percent ownership, if applicable (enter N/A, if not applicable):		
Are there any Business Entity Officials or Principal Owners that the Business Entity has in common with this Affiliate?		☐ Yes ☐ No
Individual's Name	Position/Title with Affiliate	
2.1 Has the Business Entity participated in any Joint Ventures within the past three (3) years? <i>Attach additional pages if necessary</i>		☐ Yes ☐ No
Joint Venture Name:	Joint Venture EIN (<i>If available</i>):	Identify parties to the Joint Venture:

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

III. CONTRACT HISTORY	
3.0 Has the Business Entity held any contracts with New York State government entities in the last three (3) years? If “Yes” attach a list including the Contract Number, Agency Name, Contract Amount, Contract Start Date, Contract End Date, and the Contract Description.	☐ Yes ☐ No

IV. INTEGRITY – CONTRACT BIDDING	
Within the past five (5) years, has the Business Entity or any Affiliate	
4.0 been suspended or debarred from any government contracting process or been disqualified on any government procurement?	☐ Yes ☐ No
4.1 been subject to a denial or revocation of a government prequalification?	☐ Yes ☐ No
4.2 been denied a contract award or had a bid rejected based upon a finding of non-responsibility by a government entity?	☐ Yes ☐ No
4.3 had a low bid rejected on a government contract for failure to make good faith efforts on any Minority Owned Business Enterprise, Women Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	☐ Yes ☐ No
4.4 agreed to a voluntary exclusion from bidding/contracting with a government entity?	☐ Yes ☐ No
4.5 initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity?	☐ Yes ☐ No
For each “Yes” answer above provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

V. INTEGRITY – CONTRACT AWARD	
Within the past five (5) years, has the Business Entity or any Affiliate	
5.0 been suspended, cancelled or terminated for cause on any government contract?	☐ Yes ☐ No
5.1 been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract?	☐ Yes ☐ No
5.2 entered into a formal monitoring agreement as a condition of a contract award from a government entity?	☐ Yes ☐ No
For each “Yes” answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

VI. CERTIFICATIONS/LICENSES	
Within the past five (5) years, has the Business Entity or any Affiliate	
6.0 had a revocation, suspension or disbarment of any business or professional permit and/or license?	☐ Yes ☐ No
6.1 had a denial, decertification, revocation or forfeiture of New York State certification of Minority Owned Business Enterprise, Women Owned Business Enterprise or federal certification of Disadvantaged Business Enterprise status, for other than a change of ownership?	☐ Yes ☐ No
For each “Yes” answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

VII. LEGAL PROCEEDINGS	
Within the past five (5) years, has the Business Entity or any Affiliate	
7.0 been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation?	☐ Yes ☐ No
7.1 been the subject of an indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime?	☐ Yes ☐ No
7.2 received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	☐ Yes ☐ No
7.3 had a government entity find a willful prevailing wage or supplemental payment violation?	☐ Yes ☐ No
7.4 had any New York State Labor Law violation deemed willful?	☐ Yes ☐ No
7.5 entered into a consent order with the New York State Department of Environmental Conservation, or a Federal, State or local government enforcement determination involving a violation of federal, state or local environmental laws?	☐ Yes ☐ No
7.6 other than the previously disclosed: (i) Been subject to the imposition of a fine or penalty in excess of \$1,000 imposed by any government entity as a result of the issuance of citation, summons or notice of violation, or pursuant to any administrative, regulatory, or judicial determination; or (ii) Been charged or convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any government entity?	☐ Yes ☐ No
For each "Yes" answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

VIII. LEADERSHIP INTEGRITY	
NOTE: If the Business Entity is a Joint Venture Entity, answer 'N/A – Not Applicable' to questions 8.0 through 8.4.) Within the past five (5) years has any individual previously identified, any other Business Entity Leader not previously identified, or any individual having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation with New York State been subject to	
8.0 a sanction imposed relative to any business or professional permit and/or license?	☐ Yes ☐ No ☐ N/A
8.1 an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business related conduct?	☐ Yes ☐ No ☐ N/A
8.2 an indictment, grant of immunity, judgment, or conviction of any business related conduct constituting a crime including, but not limited to, fraud, extortion, bribery, racketeering, price fixing, bid collusion or any crime related to truthfulness?	☐ Yes ☐ No ☐ N/A
8.3 a misdemeanor or felony charge, indictment or conviction for: (i) any business-related activity including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price fixing or collusive bidding; or (ii) any crime, whether or not business related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny?	☐ Yes ☐ No ☐ N/A
8.4 a debarment from any government contracting process?	☐ Yes ☐ No ☐ N/A
For each "Yes" answer provide an explanation of the issue(s), the individual involved, the government entity involved, the relationship to the submitting Business Entity, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY	
9.0 Within the past five (5) years, has the Business Entity or any Affiliates received a formal unsatisfactory performance assessment(s) from any government entity on any contract?	☐ Yes ☐ No
If "Yes" provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.1 Within the past five (5) years, has the Business Entity or any Affiliates had any liquidated damages assessed over \$25,000?	☐ Yes ☐ No
If "Yes" provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.2 Within the past five (5) years, has the Business Entity or any Affiliates had any liens, claims or judgments (not including UCC filings) over \$25,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 90 days?	☐ Yes ☐ No
If "Yes" provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the lien holder or claimant's name, the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.3 In the last seven (7) years, has the Business Entity or any Affiliates initiated or been the subject of any bankruptcy proceedings, whether or not closed, regardless of the date of filing, or is any bankruptcy proceeding pending?	☐ Yes ☐ No
If "Yes" provide the Business Entity involved, the relationship to the submitting Business Entity, the Bankruptcy chapter number, the Court name, and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.	
9.4 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any tax returns required by federal, state or local tax laws?	☐ Yes ☐ No
If "Yes" provide the Business Entity involved, the relationship to the submitting Business Entity, the taxing jurisdiction (federal, state or other), the type of tax, the liability years, the tax liability amount the Business Entity failed to file/pay and the current status of the tax liability. Provide answer below or attach additional sheets with numbered responses.	
9.5 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any New York State unemployment insurance returns?	☐ Yes ☐ No
If "Yes" provide the Business Entity involved, the relationship to the submitting Business Entity, the years the Business Entity failed to file/pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.6 During the past three (3) years, has the Business Entity or any Affiliates had any government audits? If "yes" did any audit reveal material weaknesses in the Business Entity's system of internal controls? If "Yes", did any audit reveal non-compliance with contractual agreements or any material disallowance (if not previously disclosed in 9.6)?	☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No
For each "Yes" answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

X. FREEDOM OF INFORMATION LAW (FOIL)	
10.0 Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.	☐ Yes ☐ No
Indicate the question number(s) and explain the basis for the claim.	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

Certification

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

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the question set in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of their knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments; if applicable;
- understands that New York State will rely on information disclosed in this questionnaire when entering into a contract with the Business Entity; and
- is under obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the state's contracting entity or the Office of the State Comptroller prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Officer _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

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

_____ Notary Public

**NYS Department of Civil Service
"Dependent Eligibility Audit Services"**

(Please PRINT/TYPE Firm's Name Above)

With regard to this RFP, (check one of the following):

☐ We **ARE INTERESTED & MAY** submit a bid response.
(Note to potential Offerors, please also complete table at end of form)

☐ We **ARE NOT INTERESTED & WILL NOT** be submitting a bid response because:

Name of Contact at Firm

Title

_____/_____/_____
Date

Interested Potential Offerors are requested to also provide the following information:

Primary Contact Information		Alternate Contact Information	
Contact Name:		Contact Name:	
Address:		Address:	
Phone Number:		Phone Number:	
Fax:		Fax:	
E-Mail:		E-Mail:	
Preferred Communication Method	☐ E-Mail ☐ Mail	Preferred Communication Method	☐ E-Mail ☐ Mail

Complete the table above and submit it to the DEAS Procurement Manager specified in Section II.A.3.b of this RFP. The completed table may be emailed (at: 2008DEASRFP@cs.state.ny.us), faxed (at: 518-402-2835) and/or mailed (see address provided in RFP, Section II.A.3.b).

Exhibit I.K Procurement Lobbying Offeror's Affirmation of Understanding & Agreement



State of New York
Department of Civil Service
Albany, NY 12239

ADMINISTRATION DIVISION
Procurement Lobbying
Offeror's Affirmation of Understanding & Agreement
ADM-982(12/06)

Instructions:

Pursuant to State Finance Law §§139-j and 139-k, this solicitation imposes certain procurement lobbying limitations. Offerors are restricted from making contacts during the procurement's "Restricted Period" (from the issuance of the solicitation document until the date of the contract's final approval by the State Comptroller) to other than designated staff, unless the contact falls within certain statutory exceptions ("permissible contacts"). DCS employees are required to obtain certain information from Offerors and others whenever there is a contact about the procurement during the Restricted Period, and are required to make a determination of the Offeror's responsibility that addresses the Offeror's compliance with the statutes' requirements. Findings of non-responsibility result in rejection for contract award, and if an Offeror is subject to two non-responsibility findings within four years the Offeror also will be determined ineligible to submit a proposal on or be awarded a contract for four years from the date of the second non-responsibility finding. Further information about these requirements can be found at: <http://www.ogs.state.ny.us/aboutOGS/regulations/defaultAdvisoryCouncil.html>.

As a prerequisite for participating in this procurement, an Offeror must provide the following Affirmation of Understanding and Agreement to comply with these procurement lobbying restrictions in accordance with State Finance Law §§139-j and 139-k.

Offeror Affirmation and Agreement

The Offeror affirms that it understands the procurement lobbying requirements set forth in State Finance Law §§139-j and 139-k, and agrees to comply with the DCS' procedures regarding permissible contacts as required thereby.

Name of
Offeror: _____

By: _____
(Signature)

Name: _____

Title: _____

Address: _____

Date: _____

**Exhibit I.L Procurement Lobbying Policy:
Restrictions on Contacts During the Procurement Process**



State of New York
Department of Civil Service
Albany, NY 12239

ADMINISTRATION DIVISION

**Procurement Lobbying Policy: Restrictions
on Contacts During the Procurement Process**

ADM-982.1 (12/06)

**Policy on Restrictions on Contacts During the Procurement Process
Procurement Lobbying, Ch.1, L. 2005 State Finance Law (SFL) Sections 139-j and 139-k**

I. Definitions. For the purpose of this policy, the following definitions apply:

“Contacts” means any oral, written, or electronic communication with DCS or any other State governmental entity under circumstances where a reasonable person would infer that the communication was intended to influence the procurement. However, any communications received by DCS from members of the State legislature or legislative staff, when acting in their official capacity, shall not be considered to be a “contact” and shall not be recorded by DCS staff pursuant to this policy.

“Contract” means any contract or other agreement to purchase a service or commodity that involves an estimated annualized expenditure in excess of \$15,000. Grants, contracts entered into under SFL Article 11-B, and intergovernmental agreements shall not be deemed “contracts” for the purpose of this policy,

“Offeror” means any individual or entity, or any employee, agent, consultant, or person acting on behalf of such individual or entity, who contacts DCS or any other State governmental entity about a governmental procurement during that procurement’s restricted period. “Offeror” includes prospective offerors prior to the due date for the submission of offers/bids in response to the solicitation document.

“Procurement” means:

- a) the preparation or terms of the specifications, solicitation documents, or evaluation criteria for a contract;
- b) the solicitation for a contract;
- c) the evaluation of a contract;
- d) the award, approval, denial, or disapproval of a contract;
- e) the approval or denial of an assignment, amendment (other than amendments that were authorized and payable under the terms of the contract as it was awarded or approved by the State Comptroller), renewal or extension of a contract, or any other material change in the contract resulting in a financial benefit to the Offeror/Contractor.

**Exhibit I.L Procurement Lobbying Policy:
Restrictions on Contacts During the Procurement Process**

“Restricted period” means the period of time commencing with the earliest written notice or advertisement of a Request for Proposal or Invitation for Bids, or the issuance of a solicitation document requesting bids or proposals, or any other method for soliciting a response from Offerors intending to result in a procurement contract with DCS, and ending with the final contract award by DCS and, where applicable, approval by the State Comptroller.

- II. For each procurement, DCS shall designate a person or person(s) who may be contacted by Offerors regarding the procurement. Each Offeror who contacts the DCS or any other State governmental entity during a procurement’s restricted period is permitted to contact only the person(s) designated by the DCS for that purpose. Such contacts must comply with the requirements established by SFL sections 139-j and 139-k, and with the requirements set forth by DCS in the solicitation document.
- III. As a threshold requirement to participating in a procurement, DCS shall require each Offeror to provide written confirmation of its understanding of and agreement to comply with the DCS’ policy and procedures regarding permissible contacts during the procurement’s restricted period. This may be done by use of a registration period at the beginning of the procurement, or some other procedure by which written confirmation is received by DCS early in the procurement process.
- IV. Upon any contact during the procurement’s restricted period, DCS staff shall obtain the name, address, telephone number, place of principal employment, and occupation of the person or organization making the contact, and also shall inquire whether the person or organization making the contact was the Offeror or was retained, employed, or designated by or on behalf of the Offeror to appear before or contact the DCS about the procurement. All recorded contacts shall be recorded on the appropriate form(s) and included in the procurement record.
- V. DCS staff shall ensure that all solicitation documents require Offerors to disclose findings of nonresponsibility made within the previous four years by any State governmental entity where such prior finding of non-responsibility was due to:
 - a) a violation of the procurement lobbying requirements established at SFL section 139-j;
 - b) the intentional provision of false or incomplete information to a government entity.
- VI. The failure of an Offeror to timely disclose accurate or complete information to the DCS regarding the above shall be considered by DCS in its determination of the Offeror’s responsibility. No procurement contract shall be awarded to any such Offeror, its subsidiaries, and any related or successor entity with substantially similar function, management, board of directors, officers and shareholders unless the DCS finds that the

**Exhibit I.L Procurement Lobbying Policy:
Restrictions on Contacts During the Procurement Process**

award of the contract to that entity is necessary to protect public property or public health or safety, and that the entity is the only source capable of supplying the required article of procurement within the necessary timeframe, provided however, that the DCS shall include in the procurement record a statement describing the basis for such finding.

- VII. A contract award subject to SFL sections 139-j and 139-k shall contain a certification by the successful Offeror that all information provided to the DCS with respect to the procurement lobbying requirements established by those sections is complete, true and accurate.
- VIII. Each contract shall contain a provision authorizing the DCS to terminate such contract in the event such certification is found to be intentionally false or intentionally incomplete. The DCS shall include in the procurement record a statement describing the basis for such termination.
- IX. Any employee of DCS who becomes aware that an Offeror has made an impermissible contact(s) during the procurement shall immediately notify the DCS Ethics Officer and the DCS Director of Internal Audit. If an Offeror violates these requirements with regard to permissible contacts at a governmental entity other than the DCS, the employee of that entity who becomes aware of the violation shall notify that entity's Ethics Officer, Inspector General, if any, or other official of that entity responsible for reviewing or investigating such matters, who shall in turn notify the DCS Ethics Officer and the DCS Director of Internal Audit.
- X. DCS Review of Alleged Violations and the Imposition of Sanctions
 - a) If the DCS Ethics Officer and/or the DCS Director of Internal Audit receive notification of an allegation that an Offeror has made an impermissible contact during the procurement's restricted period as described above, the DCS Director of Internal Audit shall immediately investigate such allegation. If the position of Director of Internal Audit is vacant, the Ethics Officer shall conduct the investigation, or the Commissioner may appoint a designee to investigate the allegation. In no event shall the person conducting the investigation be someone who has participated in the preparation of the solicitation document, the evaluation of Proposals, or the selection decision.
 - b) If the investigation indicates that sufficient cause exists to believe that the allegation is true, the DCS shall give the Offeror reasonable notice that an investigation is ongoing and an opportunity to be heard in response to the allegation. At the DCS' discretion, such opportunity to be heard may be provided by giving the Offeror the opportunity to meet with the DCS staff conducting the investigation or by the Offeror's submission of a written statement, or both. The Offeror may, but need not, be represented by counsel during the investigation.

**Exhibit I.L Procurement Lobbying Policy:
Restrictions on Contacts During the Procurement Process**

Any and all issues concerning the manner in which the investigation process is conducted shall be determined solely by the DCS staff conducting the investigation.

- c) If it is found that an Offeror has knowingly and willfully made an impermissible contact in violation of these requirements, then the DCS staff making such findings shall report to the President of the Civil Service Commission related instances, if any, of any DCS employee's violation of Public Officers Law sections 73(5) and 74.

XI. Sanctions

- a) A finding that an Offeror has knowingly and willfully made an impermissible contact shall result in a determination of non-responsibility for such Offeror. Concomitantly, such Offeror and its subsidiaries, and any related or successor entity with substantially similar function, management, board of directors, officers and shareholders, shall not be awarded the procurement contract, unless the DCS finds that the award of the procurement contract to that entity is necessary to protect public property or public health or safety, and that the entity is the only source capable of supplying the required article of procurement within the necessary timeframe. If such in the case, the DCS shall include in the procurement record a statement describing the basis for such a finding.
- b) Any subsequent determination of an Offeror's non-responsibility due to violation of these requirements within four years of a prior determination of non-responsibility due to a violation of these requirements shall result in the Offeror being rendered ineligible to submit a proposal on or be awarded any procurement contract for a period of four years from the date of the second non-responsibility determination.

- XII.** DCS staff shall ensure that the model language set forth below is included in all solicitation documents issued by DCS, subject to final review by the Office of Counsel.

(Model language for solicitation documents):

Restrictions on Contacts Between Offerors and State Staff During the Procurement Process

- a) Pursuant to State Finance Law sections 139-j and 139-k, this solicitation imposes certain procurement lobbying limitations. Offerors are restricted from making contacts during the procurement's "Restricted Period" (from the issuance of the solicitation document until the date of the contract's final approval by the State

**Exhibit I.L Procurement Lobbying Policy:
Restrictions on Contacts During the Procurement Process**

Comptroller) to other than designated staff of the DCS and the Executive Branch of New York State government, unless the contact falls within certain statutory exceptions (“permissible contacts”). Staff are required to obtain certain information from Offerors and others whenever there is a contact about the procurement during the Restricted Period, and are required to make a determination of the Offeror’s responsibility that addresses the Offeror’s compliance with the statutes’ requirements. Findings of non-responsibility result in rejection for contract award, and if an Offeror is subject to two non-responsibility findings within four years the Offeror also will be determined ineligible to submit a proposal on or be awarded a contract for four years from the date of the second non-responsibility finding. The DCS’ policy and procedures are attached as Exhibit XXX to this RFP. Further information about these requirements can be found at:

<http://www.ogs.state.ny.us/aboutOGS/regulations/defaultAdvisoryCouncil.html>

- b) In order to ensure public confidence and integrity in the procurement process, DCS will control strictly all communications between any Offeror and participants in the evaluation process from the date the RFP is released until the end of the procurement. “Offeror” includes prospective offerors prior to the due date for the submission of offers/bids in response to the solicitation document. All contacts and inquiries concerning the procurement must be made to the Procurement Manager. DCS shall disqualify any Offeror who fails to comply with this requirement.

(Name of Procurement Manager)
(Name of Division)
NYS Department of Civil Service
Alfred E. Smith State Office Building
Albany, NY 12239
Telephone: xxx-xxx-xxxx
Fax: xxx-xxx-xxxx
E-mail: (special email address for procurement)

Additionally, any Offeror is strictly prohibited from making any contacts or inquiries concerning the procurement with any member, officer or employee of any governmental entity other than the DCS from the date the RFP is released until the end of the procurement, subject only to the specific exceptions listed below. Further, any Offeror shall not attempt to influence the procurement in any manner that would result in a violation or an attempted violation of Public Officers Law sections 73(5) or 74.

- c) The following contacts are exempted from the provisions of paragraph (b):
- (1) the submission of written proposals in response to the solicitation document;
 - (2) the submission of written questions as set forth in the solicitation document when all written questions and responses are to be distributed to all Offerors who have expressed an interest in the procurement;
 - (3) participation in a conference provided for in the solicitation document;
 - (4) complaints by an Offeror regarding the failure of the DCS Procurement Manager to respond an Offeror's authorized contacts, when such complaints are made in writing to the DCS' Office of the General Counsel, provided that any such written complaints shall become a part of the procurement record;
 - (5) communications by a successful Offeror(s) who has been tentatively awarded a contract and is engaged in communications with DCS solely for the purpose of negotiating the terms of the contract after having been notified of tentative award;
 - (6) contact by an Offeror to request the review of a procurement award when done in accordance with the procedure specified in the solicitation document;
 - (7) (a) contacts by an Offeror in protests, appeals or other review proceedings (including the apparent successful Offeror and its representatives) before DCS seeking a final administrative determination, or in a subsequent judicial proceeding; or
 - (b) complaints of alleged improper conduct in the procurement when such complaints are made to the State Attorney General, Inspector General, District Attorney, or to a court of competent jurisdiction; or
 - (c) written protests, appeals or complaints to the State Comptroller's office during the process of contract approval, where the State Comptroller's approval is required by law, and where such communications and any responses thereto are made in writing and shall be entered in the procurement record pursuant to State Finance Law section 163.



State of New York
Department of Civil Service
Alfred E. Smith State Office Building
Albany, NY 12239

Compliance with Public Officers Law Requirements

ADM-992 (1/07)

The New York State Public Officers Law ("POL"), particularly POL Sections 73 and 74, as well as all other provisions of New York State law, rules and regulations, and policy establishes ethical standards for current and former State employees. In submitting its Proposal, the Offeror must guarantee knowledge and full compliance with such provisions for purposes of this RFP and any other activities including, but not limited to, contracts, bids, offers, and negotiations. Failure to comply with these provisions may result in disqualification from the procurement process, termination, suspension or cancellation of the contract, and criminal proceedings as may be required by law.

The Offeror hereby submits its affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the Offeror because of prior, current, or proposed contracts, engagements, or affiliations.

Please provide below an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the Offeror because of prior, current, or proposed contracts, engagements, or affiliations. Please attach additional pieces of paper as necessary.

Name of Offeror: _____

Name & Title of Representative: _____

Signature: _____

Date: _____



State of New York
Department of Civil Service
Albany, NY 12239

Compliance with Americans with Disabilities Act

ADM-987 (1/07)

The Offeror hereby provides assurance of its compliance with the Americans With Disabilities Act (42 USC§12101 et. seq.), in that any services and programs provided during the course of performance of the Agreement resultant from this RFP shall be accessible under Title II of the Americans With Disabilities Act, and as otherwise may be required under the Americans With Disabilities Act.

Name of Offeror: _____

Name & Title of Representative: _____

Signature: _____

Date: _____



State of New York
Department of Civil Service
Albany, NY 12239

Omnibus Procurement Act Statement of Acceptance

ADM-991 (1/07)

Offerors are hereby notified that, if their principal place of business is located in a foreign or domestic jurisdiction that penalizes New York State vendors, and if the goods or services they offer would be produced or performed substantially outside New York State, the Omnibus Procurement Act of 1994 and its 2000 amendments require that they be denied contracts which they otherwise could obtain.

A current list of jurisdictions subject to this provision is available from the New York State Department of Economic Development, or on-line at http://www.nyscr.com/pub_omnibus.asp.

The Offeror must submit this Statement of Acceptance of the terms and conditions of the Omnibus Procurement Act with its proposal.

Name of Offeror: _____

Name & Title of Representative: _____

Signature: _____

Date: _____



State of New York
Department of Civil Service
Albany, NY 12239

**ADMINISTRATION DIVISION
Procurement Lobbying
Offeror's Certification of Compliance**

ADM-983(12/06)

Instructions:

New York State Finance Law (SFL) §139-k(5) requires that every contract award subject to the provisions of SFL §§139-k or 139-j shall contain a certification by the Offeror that all information provided to the DCS with respect to SFL §139-k is complete, true and accurate.

At the time an Offer or Bid is submitted to the DCS, the Offeror/Bidder must provide the following certification that the information it has and will provide to the DCS pursuant to SFL §139-k is complete, true and accurate including, but not limited to, disclosures of findings of non-responsibility made within the previous four years by any State governmental entity where such finding of non-responsibility was due to a violation of SFL §139-j or due to the intentional provision of false or incomplete information to a State governmental entity.

Offeror Certification

I certify that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

Name of
Offeror: _____

By: _____
(Signature)

Name: _____

Title: _____

Address: _____

Date: _____

Subject to the requirements of Article 15-A of the Executive Law, and based on vendor availability, the Department of Civil Service has developed goals for this project. These goals are 8 % MBE and 8 % WBE. These percentages are not set aside or quotas, but are only targets.

OFFERORS PLEASE ANSWER THE FOLLOWING QUESTIONS:

1. Are you a New York State resident business: _____ YES _____ NO

2. Total number of people employed by your business: _____

3. Total number of people employed by your business
in New York State: _____

4. Is your company independently owned and operated: _____ YES _____ NO

Is your firm at least 51% owned and controlled by women: _____ YES _____ NO

and/or,

51% owned and controlled by minority group members: _____ YES _____ NO
(i.e., Black, Hispanic, Asian, Pacific Islander, American Indian, Alaskan Native)?

If yes, have you been certified or registered? _____ YES _____ NO

List certification or registration authority: _____

5. Place(s) where type(s) of service(s) bid are provided: _____
(Please indicate Yes or No for A and B) _____ YES _____ NO

A. All within NYS _____ YES _____ NO

B. Both within and outside NYS State of _____

If yes to B above, location (State) where more than one-half the value of the bid services are provided:

6. Offeror's principal place of business: _____
(i.e., the location of the primary control, direction, and management of the enterprise.) State of _____

Questions Template

Question Number	RFP Page #	Section and Sub-Section Reference	Question

Offerors are requested to use the Question Template table above in submitting questions. Offerors' questions must be submitted to the DEAS Procurement Manager at the address specified in Section II.A.7 of this RFP, with an electronic copy of the Offeror's questions sent to the DEAS Procurement Manager's attention at: 2008DEASRFP@cs.state.ny.us.

[TO BE COMPLETED ON OFFEROR'S LETTERHEAD]

Date

Ms. Linda Burk
DEAS Procurement Manager
Employee Benefits Division, Room 641
NYS Department of Civil Service
Alfred E. Smith State Office Building
Albany, New York 12239

RE: "Dependent Eligibility Audit Services"
Firm Offer to the State of New York

Dear Ms. Burk:

[INSERT OFFEROR NAME] hereby submits this firm and binding offer to the State of New York in response to New York State Request for Proposal, issued by the New York State (NYS) Department of Civil Service, entitled "Dependent Eligibility Audit Services" (RFP). The Proposal hereby submitted meets or exceeds all terms, conditions, and requirements set forth in the above-referenced RFP and in the manner set forth in this RFP. **[INSERT OFFEROR NAME]** accepts the terms and conditions as set forth in RFP, Section VII and Appendices A, B and C, and agrees to enter into a contractual agreement that shall substantially contain the terms and conditions set forth in the RFP section and appendices cited herein. **[INSERT OFFEROR NAME]** further agrees, if selected as a result of the RFP, to comply with 1) the provisions of Tax Law Section 5-a and Certification Regarding Sales and Compensating Use Tax; and 2) the Consultant Disclosure Requirements as set forth in **Section II.B.9** of the RFP. This formal offer will remain firm and non-revocable for a minimum period of 365 days from the Proposal Due Date as set forth in RFP, § 2.01. In the event that a contract is not approved by the NYS Comptroller within the 365 day period, this offer shall remain firm and binding beyond the 365 day period and until a contract is approved by the NYS Comptroller, unless **[INSERT OFFEROR NAME]** delivers to the Department of Civil Service written notice of withdrawal of its Proposal.

[INSERT OFFEROR NAME]'s complete offer is set forth as follows:

Administrative Proposal: Total of ten (12) hard copy volumes [two (2) original and ten (10) copies] and one (1) electronic copy in (disk, CD Rom) format.

Technical Proposal: Total of ten (12) hard copy volumes [two (2) original and ten (10) copies] and one (1) electronic copy in (disk, CD Rom) format.

Financial Proposal: Total of ten (12) hard copy volumes [two (2) original and ten (10) copies] and one (1) electronic copy in (disk, CD Rom) format.

The undersigned affirms and swears s/he has the legal authority and capacity to sign and make this offer on behalf of, **[INSERT OFFEROR NAME]** and possesses the legal authority and capacity to act on behalf of **[INSERT OFFEROR NAME]** to execute a contract with the State of New York. The undersigned affirms and swears as to the truth and veracity of all documents included in this offer.

Date: _____

Signature

[INSERT OFFEROR NAME]
[INSERT TITLE]
[INSERT COMPANY NAME]

CORPORATE OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF _____ }

: SS.:

COUNTY OF _____ }

On the ____ day of _____ in the year 2008, before me personally appeared:

_____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _he resides at _____,

Town of _____,

County of _____, State of _____; and further that:

[Check One]

(___ **If a corporation**): _he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

(___ **If a partnership**): _he is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for the purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name and on behalf of said partnership as the act and deed of said partnership.

Notary Public

An authorized representative of the Offeror who is legally authorized to certify the information requested in the name of and on behalf of the Offeror is required to complete and sign the Offeror Attestations and provide all requested information. Offeror's authorized representative must certify as to the truth of the representations made by signing where indicated, below.

CERTIFICATION:

The Offeror (1) recognizes that the following representations are submitted for the express purpose of assisting the State of New York in making a determination to award a contract; (2) acknowledges and agrees by submitting the Attestation, that the State may at its discretion, verify the truth and accuracy of all statements made herein; (3) certifies that the information submitted in this certification and any attached documentation is true, accurate and complete.

Name of Business Entity Submitting Bid:		
Entity's Legal Form:		☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other _____
No.	RFP Ref.	RFP Requirement:
1.	Section III.B.1	At time of bid submission, Offeror represents and warrants that it: ☐ possesses ☐ does not possess the legal capacity to enter into a contract with the President of the New York State Civil Service Commission ("Commissioner").
No.	RFP Ref.	RFP Requirement:
2.	Section III.B.2	At time of bid submission, Offeror represents and warrants that it: ☐ attests ☐ does not attest that it understands and agrees to comply with all specific duties and responsibilities set forth in Section IV.B of this RFP, entitled "Dependent Eligibility Audit Services."
No.	RFP Ref.	RFP Requirement:
3.	Section III.B.3	At time of bid submission, Offeror represents and warrants that it: ☐ attests ☐ does not attest that is has provided DEA services, comparable to the services outlined in this RFP for three clients with a size of one hundred thousand (100,000) or more covered lives. <i>(Note: Evidence that Offeror has this experience is demonstrated by identification of any and all such client(s) with one hundred thousand (100,000) or more covered lives, and inclusion of named client(s) as reference(s) in response to Section III.E. Offeror's "Project References" (Exhibit I.V) of the Offeror's Administrative Proposal.)</i>
No.	RFP Ref.	RFP Requirement:
4	Section III.B.4	At time of bid submission, Offeror represents and warrants that it: ☐ attests ☐ does not attest that their audit process is fully HIPAA compliant.

Name of Business Entity Submitting Bid:		
Entity's Legal Form:		☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other _____
No.	RFP Ref.	RFP Requirement:
5	Section III.B.5	At time of bid submission, Offeror represents and warrants that it: ☐ will ☐ will not guarantees a return on investment, as defined in Section IV.B3.b.e, of at least three to one (3:1); and guarantees a return on investment, as defined in Section IV.B3.b.f, of at least one to one (1:1).
No.	RFP Ref.	RFP Requirement:
6	Section III.B.6	At time of bid submission, Offeror represents and warrants that it: ☐ will ☐ will not maintain a complete and accurate set of records as may be required by the State to be produced for review by the State pursuant to Appendix A of the draft contract, contained in Section VII of this RFP, including any and all financial records as deemed necessary by the State to discharge its fiduciary responsibilities to NYSHIP participants and to ensure that public dollars are spent appropriately.
No.	RFP Ref.	RFP Requirement:
7	Section III.B.7.a	At the time of bid submission, Offeror represents and warrants that it: ☐ agrees ☐ does not agree that all enrollment data provided by the Department or the Department's agents and/or contractors is being provided to the Offeror (Contractor) solely for the purposes of allowing the Contractor to fulfill its duties and responsibilities under the Contract.
No.	RFP Ref.	RFP Requirement:
7	Section III.B.7.b	At the time of bid submission, Offeror represents and warrants that it: ☐ agrees ☐ does not agree that said materials are the sole property of the State.
No.	RFP Ref.	RFP Requirement:
7	Section III.B.7.c	At the time of bid submission, Offeror represents and warrants that it: ☐ agrees ☐ does not agree that it will not share, sell, release, or make the data available to third parties in any manner without the written consent of the Department, except as directed by a court of competent jurisdiction, or as necessary to comply with applicable New York State or federal law.

Date: _____

Signature _____

[INSERT OFFEROR NAME]

[INSERT TITLE]

[INSERT COMPANY NAME]

CORPORATE OR PARTNERSHIP ACKNOWLEDGMENTSTATE OF _____ }
: SS.:

COUNTY OF _____ }

On the ____ day of _____ in the year 2008, before me personally appeared: _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _he resides at _____, Town of _____, County of _____, State of _____; and further that:

[Check One]

(____ If a corporation): _he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

(____ If a partnership): _he is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for the purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name and on behalf of said partnership as the act and deed of said partnership.

Notary Public

The Offeror must complete and submit this Exhibit I.U as part of its Administrative Proposal. A separate form should be completed for each Key Subcontractor, if any. If the Offeror will not be subcontracting with any Key Subcontractor(s) to provide any of the services required under the RFP, the Offeror must complete and submit a single Exhibit I.V to that affect.

INSTRUCTION: Prepare this form for each Key Subcontractor	
Offeror's Name:	
The Offeror: ☐ is ☐ is not proposing to utilize the services of a subcontractor(s) to provide Project Services	
Subcontractor's Legal Name:	
Business Address:	
Subcontractor's Legal Form:	☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other _____
As of the date of the Offeror's Proposal, a subcontract ☐ has ☐ has not been executed between the Offeror and the subcontractor(s) for services to be provided by such subcontractor(s) relating to the Dependent Eligibility Audit Services.	
In the space provided below, describe the Subcontractor's role(s) and responsibilities regarding Project Services to be provided by the subcontractor:	
Relationship between Offeror and Subcontractor for Current Engagements:	
(Complete items 1 through 5 for each client engagement identified)	
1. Client:	
2. Client Reference Name and Phone #	
3. Project Title:	
4. Project Start Date:	
5. In the space provided below, Project Status:	
6. In the space provided below, describe the roles and responsibilities of the Offeror and subcontractor in regard to the project identified in 3, above:	

Reference #: _____

Abstract		
Customer For Whom Services Were Performed: _____		
Customer Address: _____ _____ _____		
Project Start Date: _____	Project Name: _____	Project Cost: _____
Project Duration: _____	Hardware Environment: _____	Software Environment: _____
Network Environment: _____		
Project Title: _____		
Project Description: (The Offeror should submit specific details concerning the project identified in satisfaction of the requirements in RFP, Section III.D. This information should be provided as an attachment to this form and the information provided should support the Offeror's ascertain that it can successfully undertake and complete a project of the scope and complexity as that as set forth in this RFP.)		
Project Contact References: (Required And Will Be Verified) (Attach Additional References If Desired)		
Contact Name: _____ Contact Title: _____		
Phone Number: _____ E-Mail Address: _____		
Contact Name: _____ Contact Title: _____		
Phone Number: _____ E-Mail Address: _____		

Dependent Eligibility Guidelines

The following individuals are eligible for NYSHIP coverage:

Employee

Individuals who are employed by the State, work not less than half time on a regularly scheduled basis and are expected to work at least six biweekly payroll periods (for seasonal employees, employment must be expected to last six months or longer); individuals who work for other NYSHIP participating employers who work at least half time on a regularly scheduled basis or are paid at least \$2,000 annually, (however, individual PAs and PEs may establish higher service and/or salary levels); a paid elected official; or an unpaid board member of a public authority with at least six months of service in such position.

Employee's Spouse

The employee's spouse, including a same sex spouse married in a jurisdiction where such marriages are legal, and a legally separated spouse are eligible. If the employee is divorced or if their marriage has been annulled, the former spouse is not eligible, even if there is a court order requiring the employee to maintain health insurance coverage for the divorced spouse. If the employee's marriage ends, the employee must notify their agency Health Benefits Administrator and end coverage for their spouse effective the date the marriage ends. The spouse may be able to continue coverage under COBRA.

Employee's Domestic Partner

The employee may cover a same or opposite sex domestic partner as a dependent under NYSHIP. A domestic partnership, for eligibility under NYSHIP, is one in which the employee and their partner are 18 years of age or older, unmarried and not related in a way that would bar marriage, living together, involved in a lifetime relationship and financially interdependent. To enroll a domestic partner, the employee must have been in the partnership for six months and be able to provide proof of at least six months of cohabitation and financial interdependence.

Acceptable proof of cohabitation may include one document with both names or two separate documents that show the legal residence of each partner. The following is a list of items that can be used to demonstrate proof of residency:

Auto registration; bank statement; driver's license; mailed insurance benefits statement; mailed joint membership statement with address (e.g., church or family association); lease agreement listing both parties; mortgage agreement listing both parties; passport; pay check stub; registration as a domestic partnership in a New York State municipality that has established such a procedure (e.g., Albany, New York City, Rochester, Ithaca); tax return; telephone bill; or utility bill. Agency HBAs have complete information on eligibility, enrollment procedures and coverage dates.)

The following is a list of items that can be used to demonstrate proof of financial interdependence—at least two proofs must be submitted and at least one of the two proofs must be from List A:

List A—Joint obligation on a loan (including an affidavit by a creditor for a personal loan); joint ownership of a residence; joint renters' or home owners' insurance policy; joint responsibility for child care (e.g., school documents, guardianship) (The child's birth certificate alone is not sufficient.); designation of one partner as beneficiary under the other's life insurance policy, retirement benefits account or will or executor of the other's will; an affidavit by a corporate creditor or other disinterested third party qualified to testify to partners' financial interdependence; mutually granted durable power of attorney; designation of one partner as the representative payee for the other's government benefits; joint ownership or holding of investments; joint ownership or lease of a motor vehicle; mutually granted authority to make health care decisions (e.g., health care power of attorney); both listed as tenants on the lease of a shared residence; same-sex marriage or civil union certificate; sharing a household budget for the purpose of receiving government benefits; or claiming your partner as a dependent for federal tax purposes. A PS-425.3—*Dependent Tax Affidavit*—must be completed and submitted.

List B—Joint bank account; joint credit or charge card(s); status as authorized signatory on the partner's bank account, credit card or charge card; or other proof establishing economic interdependence.

To cover an employee's domestic partner's child, the standard NYSHIP provisions for adding an "other child" dependent apply. (Note that waiting periods may apply when employees enroll a dependent more than seven days after eligibility.)

If the partnership ends, the employee must notify the agency HBA and end coverage for the domestic partner effective on the date the partner no longer met the eligibility criteria above. (The domestic partner may be able to continue coverage under COBRA if timely notification of the qualifying event is made).

There is a one-year waiting period from the termination date of the employee's previous partner's coverage before an employee may again enroll a domestic partner.

Employees who fraudulently enroll a domestic partner are held financially and legally responsible for any benefits paid and are subject to disciplinary action. Such employees may forfeit future coverage.

If the employee dies, the surviving domestic partner may be eligible to continue in NYSHIP, but dependent survivor coverage will be lost if the surviving domestic partner enters into another domestic partnership. In no case can dependents acquired by the surviving domestic partner during dependent survivor coverage be covered under NYSHIP.

Under Social Security law, Medicare is primary for an active employee's domestic partner who becomes Medicare eligible at age 65. If the domestic partner becomes Medicare-eligible due to disability, NYSHIP is primary.

Child Under Age 19

The employee's unmarried children under 19 years of age are eligible. This includes biological children, legally adopted children, including children in a waiting period prior to finalization of adoption, and dependent stepchildren. Other children who reside permanently with the employee in their household who are chiefly dependent on the employee and for whom the

employee has assumed legal responsibility in place of the parent are also eligible; the employee must verify eligibility and provide documentation upon enrollment and every two years thereafter.

Child Age 19 or Over -- Full Time Student

The employee's unmarried dependent children who are age 19 or over but under age 25 are eligible if they are *full time* students at an accredited secondary or preparatory school, college or other educational institution and are not eligible for NYSHIP group coverage as an employee. They continue to be eligible until the earliest of the following dates:

- Their date of marriage
- The end of the third month in which they complete a semester of study if they do not continue to be full time students;
- The end of the third month following the month in which they complete course requirements for graduation; or
- They reach age 25.

For children other than the employee's biological children, legally adopted children or dependent stepchildren, support by and residence with the employee as described in *Child Under Age 19* must have commenced before the child reached age 19.

If the employee's child reaches age 19 during a school vacation period, coverage will continue until the end of the third month after the child completed the last semester of study. Proof of semester completion may be required.

Students who *complete a semester of school are covered until the end of the third month following the month in which the semester ended*. Students who completed a semester of full time attendance and then attend school for part of a semester are covered until the end of the month in which they last attended school on a full time basis with proof of such attendance, or until the later of the end of the third month following the last completed semester, or the starting date of the incomplete semester if attendance cannot be documented.

The child must apply to the Department for COBRA coverage within 60 days of the NYSHIP termination date.

Entering school - When an enrollee with Family coverage applies for dependent student coverage for a dependent child who is not currently a student, coverage will begin on the first day of the month in which attendance in class actually starts. When an enrollee with Individual coverage applies for a change to Family coverage in order to cover a dependent student who is entering school, the usual effective date rules for effective date of family coverage apply.

Withdrawing from school - When a dependent student withdraws from school after classes have begun for the semester, coverage will end on the last day of the month in which the dependent attended classes as a full time student, if documentation of attendance during the semester is provided. If no documentation is provided, coverage ends on the day the semester began. The child must apply for COBRA coverage within 60 days of the NYSHIP termination date.

Reduced course load - If a dependent child who is enrolled as a full time student voluntarily drops a course and becomes a part time student, coverage will end on the last day of the month

in which the dependent child was considered a full time student. The child must apply for COBRA coverage within 60 days of the NYSHIP termination date. If a dependent child becomes a part time student because the school has canceled a course and the dependent child cannot register in another course to continue full time status, coverage as a dependent student will continue through that semester as if the dependent child was a full time student.

Child Age 19 or Over -- Partially Disabled Students

A partially disabled dependent student between the ages of 19 and 25 taking a reduced course load that is the maximum for that student's capability is eligible; the employee must provide medical documentation, or evidence of an accommodation determination by the school.

Medical Leave for Students Age 19 or Over

If the employee's child is granted a medical leave by the school, health insurance coverage may continue for a maximum of one year from the month in which the student withdraws from classes, plus any time before the start of the next regular semester. The employee must be able to provide written documentation of the leave from the school and the request must be approved by the Department. If the dependent attends a school that does not grant medical leaves of absence, the continuation of coverage may be provided upon submission of documentation from the child's attending physician that the child is unable to attend school due to a medical condition.

Military Service

For purposes of eligibility for health insurance coverage as a student dependent, the employee may deduct one year from their dependent's age for each year of military service up to four years, for service in a branch of the U.S. Military. Students granted eligibility extensions for military service must be dependent upon the enrollee while attending school. The employee must be able to provide written documentation from the U.S. Military.

Certain Students Completing Graduation Requirements

The employee's unmarried dependent children who are age 19 or over but under age 25 who need less than a full time course load to satisfy requirements for graduation may also be eligible. They must:

1. Otherwise qualify;

and
2. Have been a full time student in the term immediately preceding the semester or trimester in which course requirements will be completed;

and
3. Be able to provide a statement from their school or college administrator which verifies that the student needs less than full time study to complete graduation requirements. They continue to be entitled to benefits for up to three months following the end of the month in which they complete course requirements for graduation. At the end of the three

months, the graduated student will have 60 days to apply to the EBD for COBRA continuation of coverage. A dependent child may be granted a second semester of coverage for part time attendance if there are unusual, extenuating circumstances, which, through no fault of the student, prevent that student from completing the course work in one semester of part time study. Requests for this continued coverage must be submitted in writing to the EBD.

Disabled Dependents Age 19 or Over

The employee's unmarried dependent children age 19 or over who are incapable of supporting themselves because of a mental or physical disability acquired before termination of their eligibility for health insurance are eligible. For example, if the employee's child becomes disabled at age 19 or older while covered as a full time dependent student, the child may qualify to continue coverage as a disabled dependent.

If the employee has a child who is enrolled in NYSHIP and qualifies for coverage as a disabled dependent, the employee must provide medical documentation. If the employee anticipates eligibility on this basis, the employee must file a PS-451—*Statement of Disability*. The employee should contact their agency Health Benefits Administrator as soon as possible after enrollment, even if their child is under the age when eligibility would normally terminate through age disqualification.

However, if the employee's disabled dependent child was not enrolled in NYSHIP because the child had other health insurance, and loses the other coverage involuntarily, the employee may apply for disabled dependent child coverage. For the application to be considered, the employee must file a PS-451 as soon as possible following the loss of the other coverage. The employee must provide proof that the disability occurred prior to NYSHIP's standard age disqualification date and that the loss of other coverage was not voluntary.

If the child who is age 19 or over but under age 25 is covered as a full time student, and is disabled or becomes disabled while a full time student, the employee should contact their agency HBA as soon as possible. The deadline for filing a PS-451 is 60 days after the child loses NYSHIP coverage.

Proof of Eligibility

All new enrollees and dependents must provide proof of eligibility to enroll in NYSHIP. The application to enroll or to add a dependent to the employee's coverage will not be processed unless it is accompanied by satisfactory documentation. In situations where certification/re-certification is necessary, some carriers check eligibility on a regular basis while others do so when a claim is filed. Providing false or misleading information about eligibility for coverage or benefits is considered fraud.

Under certain circumstances, the employee may be able to re-enroll a dependent who regains eligibility after a period of ineligibility.

Survivor Eligibility Criteria

Survivors

Survivors should contact the employee's agency Health Benefits Administrator. The Department sends information about eligibility, enrollment and payment methods to survivors during the extended benefits period which is provided to an employee's survivors after the employee's death.

Extended Benefits Period

If an employee dies while on the State's payroll, the enrolled dependents will continue to receive coverage for five biweekly payroll periods beyond the payroll period for which their last health insurance deduction was taken.

If an employee dies while on a Participating Employer or Participating Agency's payroll, the enrolled dependents will continue to receive coverage for three months beyond the month in which the employee died.

If the employee dies while retired or in vested status, the enrolled dependents will have health insurance coverage for three months beyond the month in which the employee died.

If the employee dies while enrolled in NYSHIP through COBRA, the enrolled dependents will be eligible for the balance of the COBRA continuation coverage (up to a maximum of 36 months from the original COBRA start date) and/or conversion to a direct-pay contract.

Continued Dependent Survivor Coverage

The *unremarried spouse*, or domestic partner who has not acquired another domestic partner, and eligible dependent children may be allowed to continue their coverage under NYSHIP after the extended benefits period ends.

Whether they are eligible for dependent survivor coverage depends on the following circumstances:

If a State, Participating Employer, or Participating Agency employee dies as a result of a work-related illness or injury, regardless of their age at the time of death or their length of service, their dependents are eligible for NYSHIP coverage for as long as the dependents otherwise remain eligible.

If the employee's death is not the result of a work-related illness or injury:

If at the time of the State, Participating Employer or Participating Agency employee's death the employee was an active employee who had 10 years of service with New York State or an agency eligible to participate in NYSHIP the dependents will be eligible for NYSHIP coverage. In addition, Participating Agencies have the option of including years of service with New York City in calculating the 10 years of service.

Enrollment Identification

During the extended benefits period, the employee's survivors should continue to use the card(s) they already have under the employee's identification number.

After the extended benefits period ends, if the dependent then enrolls for dependent survivor coverage, the Department will change the file to the survivor's own name and identification number, and issue a new card.

Employee's Eligible Dependents if Employee's Surviving Spouse Loses Eligibility or Dies

If the employee's surviving spouse or domestic partner loses eligibility or dies, the eligible dependent children may continue their coverage as dependent survivors until they no longer meet the eligibility requirements as dependents. If they no longer meet these requirements, they may enroll in COBRA or convert to a direct-pay contract.

Not Eligible for Dependent Survivor Coverage

If the employee's spouse or domestic partner and children are not eligible for survivor coverage under NYSHIP, they may be eligible to continue their coverage in NYSHIP under COBRA or convert to a direct-pay conversion contract.

Option Transfer for Dependent Survivors

Dependent survivors may change options at any time once in a twelve-month period. They are covered by the same rules as retirees for changing options.

**New York State Health Insurance Program
Required Proofs for Dependent Eligibility**

Type Of Dependent	Proofs
Spouse	- Birth Certificate* - Social Security Card - Marriage Certificate
Domestic Partner	- Birth Certificate* - Social Security Card - Completed Form PS-425.1 and PS-425.3 plus additional proofs as required on form
Dependent Children	- Birth Certificate* - Social Security Card
Other Dependent Children	- Birth Certificate* - Social Security Card - Completed PS-457
Full Time Students	- Varies by Health Insurance Carrier

* Valid Passport is acceptable, if Birth Certificate is not available

Policy Memo #2r1
Original Issue Date: January 27, 1987
Reissue Date: February 20, 1991
Policy File Ref: A330

SUBJECT

Eligibility for dependent student status when a child needs less than full-time course work in his or her last term to satisfy the requirements for graduation.

BACKGROUND

An unmarried student over 19 years of age but under 25 who receives more than half of his/her support from the employee and is a full-time student in an accredited educational institution is eligible to continue coverage. However, our current policy does not address the issue of a student who needs less than full-time course work in his/her last term to satisfy the requirements for graduation.

POLICY

An otherwise eligible child is considered an eligible dependent student when the child needs less than full-time course work in his or her last term to satisfy the requirements for graduation if the following criteria are met:

1. The child must have been a full-time student in the term immediately preceding the subject semester.
and
2. An acceptable statement from an administrator of the school or college certifying the facts of the case is received by the carrier.

If the criteria are met, the child will be eligible for dependent student status through the end of the month in which he or she completes the requirements for graduation.

It may be possible for a dependent child to be granted a second semester of part time attendance if there are unusual, extenuating circumstances which, through no fault of the student, prevent timely graduation. An example would be if a college cancels a course required for graduation because of insufficient registration, and there is no alternative course. Requests for coverage for a second semester of part time study may be considered on an exception basis for review by an Associate Director.

RATIONALE

The definition of a dependent student is given in the President's Regulations, 73.1 (i). Although a literal interpretation would preclude eligibility for less than full-time status, it is reasonable to extend eligibility to a child who is in a situation where in the last term he or she will complete graduation requirements with less than full-time course work.

UNIT RESPONSIBILITY

Client Services, Agency Services, Contract Management

Director of Employee Benefits

Policy Memo #4
Original Issue Date: February 23, 1987
Reissue Date: March 30, 1988
Policy File Ref: A330

SUBJECT

If a dependent is granted a medical leave due to disability and subsequently returns to school in less than a full-time status, for what period of time is the dependent eligible for dependent student status while in less than full-time status.

BACKGROUND

Under current policy, a dependent student who is granted a medical leave due to disability continues to be eligible for coverage for a maximum of 12 calendar months following the month in which the child withdraws from school plus the time between that period and the beginning of the next regular semester.

With the exception of students granted a medical leave of absence and students who need less than a full-time course load in their last semester, all other students must maintain a full-time status to be eligible for coverage (e.g., no allowance is made for students who drop below full-time status for financial reasons).

POLICY

A dependent student granted a medical leave due to disability who subsequently returns to school in less than full-time status can maintain eligibility for coverage for a maximum of 12 calendar months following the month in which the child withdraws from school plus the time between that period and the beginning of the next regular semester. The student/enrollee must submit a written request to the carrier which includes documentation that the school granted the student a leave of absence due to medical reasons and has accepted the student for continued studies on a less than full-time basis.

Example:

Child is granted a medical leave from school in October 1986. In September, 1987, the child returns to school in less than full-time status. The child's eligibility may continue until the beginning of the next regular semester in January, 1988. If the child does not resume full-time status at that time, he/she is no longer eligible as a dependent student.

RATIONALE:

While our current policy addresses the issue of eligibility for coverage for dependents who are granted a medical leave due to disability for a maximum of 12 calendar months, plus the time between that period and the beginning of the next regular semester, the policy does not include the situation where a student is on medical leave and returns to school in less than a full-time status due to a disability. This policy covers such a situation.

UNIT RESPONSIBILITY

Client Services

**Underlined material
denotes revision**

Policy Memo #12 (Revision)
Issued: May 6, 1988
Policy File Ref: A330

ISSUE

Residency not required for stepchildren enrolled in NYSHIP.

BACKGROUND

The General Information booklets and the agency's procedures manuals indicate a stepchild can be an eligible dependent if the child permanently resides with the enrollee. This is contrary to the President's Regulations which do not require permanent residency: "An employee's or retired employee's child shall be deemed to include any legally adopted child, any stepchild who resides in the employee's or retired employee's household..." In addition, discussion of the issue with the Insurance Department indicates our current practice of requiring any residency violates an Insurance Regulation that requires family policies to provide coverage for a stepchild, dependent upon the insured, on the same basis as coverage provided for a natural child.

POLICY

"Permanent residency" for stepchildren is not required. The manuals and information booklet will be corrected when they are reissued. A regulation change has been made to eliminate the residency requirement and add a support provision. The term "support" means a level of at least 50% support provided by the employee or retiree.

RATIONALE

Since no official basis exists for a permanent residency requirement and that requirement is contrary to the President's Regulations and also in conflict with Insurance Department Regulations, it has been eliminated. The support provision has been added to conform to NYSID regulations.

UNIT RESPONSIBILITY

Agency Services, Client Services, Communications

Director of Employee Benefits

Employee Benefits Division Policy Memorandum

Number: 23r1**Date Issued: June 30, 1989****Date Revised: 9/16/92****Policy File Ref: A330, A200****Subject: Dependent Eligibility, Effective Dates**

ISSUE:

Determine the effective date of coverage for children who are in the process of being adopted.

BACKGROUND:

There have been instances when enrollees who are in the process of adopting a child want NYSHIP to cover the child before adoption becomes final, even though they may not have custody of the child. They state that the child is really theirs and that such children are entitled to coverage even if they do not meet all of the requirements for coverage as set forth in Chapter 8 of the HBA Handbook, particularly residence requirements for newborns.

PROPOSED POLICY:

In order to be covered under NYSHIP, a child must meet the definition of being either legally adopted, a stepchild, or "any other child" as defined in Chapter 8 of the HBA Handbook. In the case of a newborn child, if legal guardianship has been established as of the date of birth or a petition for adoption has been filed pursuant to Section 115(c) of the domestic relations law prior to, or within 30 days of, birth, the intent of the residence requirement in Chapter 8 will be deemed satisfied if the child will live with the enrollee when physically able. NYSHIP coverage will cease for adoptees if a notice of revocation of adoption has been filed pursuant to Section 115(b) of the domestic relations law and consent to the adoption has been revoked; coverage may continue, however, if the definition of "other child" is met.

RATIONALE:

The eligibility requirements for children in Chapter 8 of the HBA Manual were designed to protect the plan from the costs of providing coverage for children who do not have a firm legal or dependent relationship with the insured. In the case of a potential adoptee, the adoption could be voided for any number of reasons, such as the natural

parents changing their minds or an adverse investigative report on the prospective parents, and the Empire Plan or NYSHIP-affiliated HMO would be in the position of seeking to recover large sums of money. The Adoption Unit of the Department of Social Services concurs that our approach is equitable and sound. This revised policy is the result of changes made to Sections 3216(c)(4)(C), 4304(d)(1), 4235(f)(2), 4305(c)(1) of the Insurance Law.

UNIT RESPONSIBILITY:

_____Agency Services, Client Services, Contract Management, Communications

Underlined material is new.

Policy Memo #27
Issued: October 11, 1989
Policy File Ref:A330

ISSUE

Change in procedure for disabled dependents.

BACKGROUND

Currently dependents must become disabled prior to age 19 to be eligible for continued coverage in disabled dependent status. A new State law requires that group health plans replace the age 19 limitation provision with "the age at which dependent coverage would otherwise terminate." This means that when a dependent is permitted by the plan's rules to continue coverage beyond age 19 (i.e., dependent student) the age by which the dependent must become disabled is also extended through the period of continued eligibility.

POLICY

Effective January 1, 1990, the date by which a dependent must be disabled to qualify for disabled dependent status is extended to the age at which dependent coverage will terminate.

RATIONALE

This procedure is changed to conform to State law.

UNIT RESPONSIBILITY

Client Services, Agency Services, Communications

Director of Employee Benefits

Employee Benefits Division Policy Memorandum

Number: 43r2

Date Issued: 12/10/90

Date Revised: 1/17/96, 2/5/98, 6/17/08

Policy File Ref: A330

Subject: Eligibility, COBRA

ISSUES

1. Termination date of student coverage.
2. COBRA eligibility for student dependents who do not return to school.
3. Interim coverage between semesters.
4. Effective date of student coverage for students who become newly eligible for coverage.

BACKGROUND

This policy governs the administration of full-time student dependent coverage for PA employees and retirees, New York State employees represented by Council 82, (Supervisors and ALES), NYSCOPBA, PBA, PIA and GSEU as well as unrepresented UCS employees. This policy will be in effect until such time as an administrative decision is made to adopt the recently negotiated changes for UCS unrepresented employees, until 1/1/09 for PA employees and retirees and until agreements that include a new full-time student eligibility contract provision are reached through collective bargaining or arbitrated settlement with the unions.

POLICY

- Allow student dependent coverage to continue over the summer months only when a student is enrolled in school for the fall semester and the student was enrolled in the previous spring semester as a full-time student. If a student is not enrolled full-time in a school for the fall semester, coverage will terminate on the last day of the month in which the student was a full time student. The student must apply for COBRA coverage within 60 days of the termination date.
- If a dependent is in school in the spring semester (who is not enrolled in a school for the fall semester) is seeking admission to a school over the summer, the dependent should enroll for COBRA coverage. If enrollment occurs, COBRA payments will be refunded and student dependent status will be retroactively reinstated once the student actually begins attending school full-time in the next semester.
- When we are informed that a student dependent who was enrolled in the semester before the pre-semester break (vacation) decides that he/she will not return for the following semester, coverage will be terminated on the last day of the month in which we are notified that the student will not return. If we are not informed until classes start in the following semester or later, the date of the qualifying event for COBRA coverage will be the first day of classes of the following semester; proof of the first day of classes may be requested. Proof of enrollment in the prior semester, such as a

grade transcript or tuition receipt must be provided or COBRA coverage will not be offered since if the student was not enrolled for the prior semester, the last eligibility termination date would preclude timely notice to the plan under COBRA rules.

- When an enrollee applies for student dependent coverage for a dependent who is not currently a student, student dependent coverage will begin on the first day of the month in which attendance in class starts.
- When a student dependent withdraws from school after classes have begun for the semester, coverage will end on the last day of the month in which the student dependent attended classes as a full-time student.
- If a dependent enrolled as a full-time student voluntarily drops a course and becomes a part-time student, coverage will cease on the last day of the month in which the dependent was considered a full-time student. If a dependent becomes a part-time student because the school has canceled a course and the dependent cannot register in another course to continue full-time student status, student dependent status will continue through that semester as if the dependent was a full-time student.

RATIONALE

Student dependent status over vacation periods should only continue if the dependent is continuing studies in the next semester and the dependent was enrolled in the previous semester as a full-time student. To prevent extension of coverage to ineligible dependents, it is necessary to require proof of continued eligibility.

UNIT RESPONSIBILITY

All

Director of Employee Benefits

Employee Benefits Division Policy Memorandum

Number: 43r3

Date Issued: 6/17/08

Date Revised: Policy File Ref: A330

Subject: Eligibility, Dependent Student Age 19 and Over, COBRA

Topic – Administration of eligibility for dependents age 19 and over based on full time student status

- 1. Termination date of full-time student dependent coverage.**
- 2. COBRA eligibility for student dependents who do not return to school.**
- 3. Interim coverage between semesters.**
- 4. Effective date of full-time student coverage for students who become newly eligible for coverage.**

BACKGROUND

Effective July 1, 2008, this policy governs the administration of full-time student dependent coverage for CSEA, PEF, DC-37, UUP, and the unrepresented cohorts (Executive Branch & Legislative Branch M/C employees, PE employees and retirees, State retirees, dependent survivor, preferred list, and vested enrollees. The more restrictive previous policy was difficult to administer for EBD, HBA's and the enrollees because of many differences in registration procedures used by schools. A revision is necessary to administer this benefit in accordance with the 2007 collective bargaining agreements and will provide for administration of student dependent coverage using documentation which is readily available from all schools while preserving the basic intent of providing coverage only to full-time students.

POLICY

- When an enrollee applies for student dependent coverage for a dependent age 19 and over who is not currently a full-time student, coverage will begin on the first day of the month in which full-time attendance in classes starts. Documentation proving full-time student status is required.
- When a full-time student dependent completes a semester at an accredited secondary or preparatory school, college or other educational institution, their eligibility for health insurance will be extended until the end of the third month following the month in which the semester is completed or until such time as eligibility would otherwise be lost under existing plan rules.
- When a full-time student dependent enrolls but does not complete a semester, and proof of the last day of attendance for the semester is provided, coverage ends on the last day of the month in which the student dependent attended classes as a full-time student or the end of the third month following the month in which the preceding semester was completed, whichever is later. The student must apply for COBRA coverage within 60 days of the termination date.

- When a full-time student dependent enrolls but does not complete a semester and no proof of attendance is provided for the incomplete semester, coverage will end on the first day of the incomplete semester or the last day of the third month following the month in which the preceding semester was completed, whichever is later. The date of the qualifying event for COBRA coverage will be the starting date of the semester or the end of the third month following the month that the last semester was completed, whichever is later. Proof of completion of the prior semester, such as a grade transcript or tuition receipt must be provided or COBRA coverage will not be offered since if the student was not a full time student in the prior semester, the last eligibility termination date would preclude timely notice to the plan under COBRA rules.
- If a dependent enrolled as a full-time student voluntarily drops a course and becomes a part-time student, coverage will cease on the last day of the month in which the dependent was considered a full-time student or the last day of the third month following the month in which the preceding semester was completed as a full-time student, whichever is later. If a dependent becomes a part-time student because the school has canceled a course and the dependent cannot register in another course to continue full-time student status, student dependent status will continue through that semester as if the dependent was a full-time student.

RATIONALE

The 2007-2011 collective bargaining agreements with CSEA, DC-37, PEF and UUP provide for the extension of benefits for full time dependent students age 19 and over for three months following the month in which a semester of qualifying attendance at school is completed, or until such time as the dependent would otherwise lose eligibility under Plan rules, whichever is sooner. The above policy provides administrative details and interpretation of the application of the agreement's terms in various situations in which a semester is not completed, and the appropriate COBRA application guidelines.

UNIT RESPONSIBILITY

All

Director of Employee Benefits

Employee Benefits Division Policy Memorandum

Number: 57r3

Date Issued: 2/26/92

Date revised: 4/3/96, 2/10/97, 8/10/99

Policy File Ref: A330, A340

Subject: Dependent Eligibility, Dependent Survivor Eligibility

ISSUE

Determine if dependents who lose eligibility due to marriage, loss of student or disabled dependent status should be readmitted to NYSHIP if their status later changes.

BACKGROUND

We were recently informed that a disabled dependent over age 19 who married was widowed shortly after the marriage, and the enrollee has applied to return the dependent to coverage under NYSHIP. There is no record of this situation occurring previously. It was determined in researching the disabled dependent question that no policy existed concerning the reacquisition of eligibility for dependents, although there had been consistent past practice. This led to a review of policy on other dependents who might lose, then subsequently regain, eligibility.

POLICY

Allow dependents, other than dependent survivors, who lose eligibility due to marriage or loss of student status to reenter NYSHIP should they subsequently become divorced, widowed or reenroll in school, provided they are otherwise eligible. Unmarried disabled dependents may also reenter NYSHIP should they have a relapse of the same disability which qualified them as disabled dependents while they were in NYSHIP and which again renders them incapable of self-support. Dependent survivors who lose eligibility, other than remarried former dependent survivors who have had the remarriage annulled, may not reenter NYSHIP. All applications for reenrollment must be made within 60 days of the event which requalifies the person for NYSHIP coverage.

Policy Effective Date: The 60 day enrollment deadline will become effective when published in the next Empire Plan and HMO Reports.

RATIONALE

We currently allow unmarried dependent students who lose eligibility through loss of student status to be covered again as dependent students if they subsequently reenroll in school; children who marry and then divorce are also allowed to reenroll if they are otherwise eligible. There is no written policy, however, on this issue of readmittance.

The Insurance Department has informed us that insurance law does not require us to readmit a disabled dependent who has lost coverage through marriage or other disqualifying event. Although we have no obligation to readmit them, the dependent is still a responsibility of the enrollee and our program exists to assist in paying for the medical care of the enrollee's legal dependents. Since disabled dependents have no age limit on their enrollment if the disability continues, they may reenroll after divorce or death of the spouse if they have been continuously disabled due to the original disability. Unmarried disabled dependents may also be reenrolled if they experience a relapse of the same condition that caused their disability while previously enrolled and the reoccurrence of that disability again renders them incapable of self-support (both factors to be determined by MetraHealth or the enrollee's HMO). ¹ This policy is meant to provide a safety net to employees whose disabled dependents are trying to establish independence, but subsequently suffer a relapse of their original disabling condition that makes it impossible for them to do so. It will be necessary for the enrollee to complete another PS-451 form to verify that the dependent still qualifies for disabled dependent status.

Our past practice concerning dependent survivors has been consistent: dependent survivors may not regain coverage once eligibility is lost. This policy was finalized in PM-46. The Regulations in this area are clearly restrictive and intend to provide continuation of coverage only until the dependent loses coverage due to some disqualifying event; they do not specify or authorize a period of possible renewed eligibility once the continued coverage is lost. Spouses of deceased enrollees who remarry are specifically prohibited from further eligibility under Section 73.2(b)(2) of the President's Regulations. The rationale section of PM-46 provides further information.

The only exception to this rule for dependent survivors occurs when the dependent survivor has had the remarriage legally annulled. Counsel has informed us that it is a general legal rule that the annulment of a marriage means that the marriage is considered void from its inception, placing the parties in the same position as if a marriage had never been entered into. In a case against the New York City Retirement System, the court ruled that the annulment of a widow's remarriage should restore her rights to her husband's pension rights. Consequently, it is logical that we restore dependent survivor rights in cases of annulment. This is expected to be a rare occurrence, and proof of the annulment is required.

A 60 day reenrollment application period is instituted in order to bring this policy into conformance with PM-107.

UNIT RESPONSIBILITY

All

¹ The parameters for disabled dependent coverage were extended at the EBD Senior Staff meeting of 11/12/96

EMPLOYEE BENEFITS DIVISION POLICY MEMO

Date Issued: 1/18/96

File Ref: A330

Number: 81

ISSUE

Determine if dependents may be removed from the enrollment file by HBAs if they discover that the dependent is no longer eligible. Current practice requires an enrollee's signature.

BACKGROUND

A number of HMOs have complained that they experience problems when an enrollee fails to remove a dependent student from the enrollment file when that dependent loses student eligibility. The HMOs certify student status by requesting verification from the school. If the HMO learns that the student is no longer eligible, the HMO generally tells the enrollee to visit his HBA and remove the dependent. In such situations, EBD has advised the HMOs to pend claims on the dependent and wait for the "DEL" transaction.

Unfortunately, enrollees do not always cooperate and do not remove ineligible dependents, and current procedures require an enrollee signature to remove a dependent.

POLICY

Allow the HBA to remove a dependent student without an enrollee's signature when:

- The HMO has a response from an enrollee stating that the dependent is no longer a student, or
- The HMO has a response from the school that the student is not a full-time student, or
- The enrollee fails to respond to a written inquiry from the HMO, and the HMO has kept a record that such a letter was sent, and
- In all cases, the HBA has contacted the enrollee to inform the enrollee that the dependent will be removed unless new evidence of full-time student status is received by the HMO.

HMOs may not remove dependents from their files until they receive notice of the deletion through the enrollment system.

RATIONALE

It is important that the enrollment files are kept current. Unfortunately, some enrollees do not cooperate by removing ineligible dependents even when they know that they are supposed to. The proposed policy allows the removal of ineligible dependent students when enrollees are uncooperative, but ensures that the enrollee is aware of the pending deletion.

UNIT RESPONSIBILITY

Operations, Contract Management , Program Services

Director of Employee Benefits

EMPLOYEE BENEFITS DIVISION POLICY MEMO		
Date Issued: 3/19/96	File Ref: A330	Number: 84

ISSUE

Determine if dependent student status can be extended to students who must take part-time course loads due to disability.

BACKGROUND

Section 73.1(i)(1) of the President's Regulations states, in pertinent part, that a dependent student must be a "full-time student at an accredited secondary or preparatory school or college." We occasionally receive requests for coverage for students who are physically or mentally incapable of handling a full time credit load, but cannot be considered disabled for disabled dependent status because they are attending school. In most cases, the school will certify the student as full-time in light of medical information; their reasoning is that because of the disability, a reduced load is full-time for that particular student. In these cases, there is no problem because we accept a school's certification of full-time status. In other cases, the school has no mechanism for accommodating a request for full-time certification due to disability, and the parents are faced with paying for COBRA coverage during this time. Our experience leads us to estimate that most students in this category will carry about nine credit hours and the disability will be temporary.

POLICY

Allow disabled students to take a reduced course load and retain coverage when there is compelling medical evidence submitted by the student's physician that the student is incapable of meeting a school's full-time credit load, and that the reduced load is maximum for their capabilities; the medical evidence will be evaluated by the carriers. This optional eligibility should only be utilized for dependent students who would qualify for disabled dependent status in the absence of school attendance and only in cases where the school has no procedure for designating a reduced schedule as full-time for a partially disabled student. This disabled part-time status will cease at the current maximum age of 25 for student status.

RATIONALE

The full-time student requirement was meant to cover students who are pursuing an education full time and are dependent upon our enrollee. Disabled students may be incapable of completing the requirements in the normal time frame, but would appear to meet the eligibility criteria of dependent on our enrollee because of full-time educational pursuit. If such students are engaged in carrying what for them is a full credit load, they are, in fact, only being accorded the same privilege as the non-disabled. It is not reasonable to penalize a dependent who would otherwise be eligible because of disability for attendance at school which will potentially enable the dependent to become independent.

UNIT RESPONSIBILITY

Program Services, Operations, Contract Management, Communications

Director of Employee Benefits

EMPLOYEE BENEFITS DIVISION POLICY MEMO

Date Issued: 5/15/95

File Ref: A330

Number: 88

ISSUE

1. The definition of "chiefly dependent" and "permanent" for purposes of "other child" eligibility for NYSHIP.
2. Criteria for uniform processing of PS-457s, Statement of Dependence for Participation in the Health Insurance Program.

BACKGROUND

NYSHIP's eligibility requirements state that children other than natural, step or adopted (known as "other children") are eligible if they "permanently reside with the enrollee" and are "chiefly dependent" upon the enrollee. Presently, no uniform criteria are used to define these terms. This could result in inappropriate and/or inconsistent approvals or denials of requests.

POLICY

Definition of *Chiefly Dependent*:

For NYSHIP eligibility purposes, an "other child" is considered chiefly dependent upon an enrollee if the child receives greater than 50% support from the enrollee; acceptable proof would be evidence that the child is claimed as a dependent on the enrollee's income tax return. In the case of a married couple filing separately, the child may be claimed on either spouse's return. If, for some reason, the individual does not wish to claim the dependent on a tax return, we will accept a letter from a CPA or an attorney that the dependent could be claimed upon the individual's tax return under current IRS regulations if the enrollee chose to do so.

Definition of Permanent Residence:

The dictionary defines permanent as "continuing or enduring without fundamental or marked change." For purposes of establishing a child's eligibility, "permanent" is defined as a resident state that is likely to continue until the child reaches age 19 or completes dependent student status. One proof of permanent status would be legal guardianship documents; other documents may also be acceptable upon review by Division Policy Unit staff.

Criteria for evaluation of the PS-457 have been developed by the Policy Unit and are appended to this Policy Memo.

This policy will apply to all enrollment applications received on or after January 1, 1997.

RATIONALE

We have been using the standard of greater than 50% support for years, but have not requested proof of support. It is reasonable to require proof of support with every PS-457. A copy of a tax return with the dependent in question listed would be acceptable proof. Other acceptable documentation would be proof of legal custody. In the case of a newly acquired child, a statement of intent until the next tax filing period for which the dependent can be claimed on the Federal tax form would suffice if a copy of the tax return will be used as proof in the future.

It is more difficult to define "permanent," but the implications of the word are that the benefit should be granted only to an enrollee who has established a long term responsibility for a child that includes residency. As a general rule, if the decision about how long the child will reside with the enrollee rests with someone else who has legal responsibility, such as a parent, we will not consider the residence permanent. Eligibility will be for limited periods to assure the dependent's status hasn't changed; the enrollee will be required to document that the dependent continues to permanently reside in his/her household and remains chiefly dependent upon the enrollee for support.

The PS-457 should be revised to indicate that the State reserves the right to request proof of support and/or residency that may be satisfactory to it and that the enrollee will be responsible for repayment of any claims paid on behalf of dependents who are subsequently found to have been covered based upon false statements by the enrollee.

UNIT RESPONSIBILITY

Program Services, Communications, Operations, Contract Management

Director of Employee Benefits

Attachment

pm\margcrt2.doc/wjh/March 9, 1993/February 1, 2000

EMPLOYEE BENEFITS DIVISION POLICY MEMO

Date Issued: 5/15/96

File Ref: A330

Number: 89

ISSUE

Determine whether proof of marriage and/or dependent relationship will be required upon enrollment for family coverage, when changing from individual to family coverage or when adding dependents to existing family coverage.

BACKGROUND

Program Services and Operations staff are encountering an increasing number of cases of dubious "marriages." Audit is investigating several of these cases, and they have found cases of apparent fraud. HBAs have also told staff that they suspect that some dependents are not really eligible. In addition, we must be consistent with the documentation that we require in order to protect the plan from unauthorized coverage.

POLICY

Require that an enrollee requesting family coverage produce proof of the relationship of the dependents for whom coverage is being requested:

- For spouses: a copy of the marriage certificate.
- For domestic partners: Completed PS-425.1 and PS-452.2 and the required documentation.
- For natural children: a copy of the child's birth certificate.
- For adopted children: a copy of the adoption papers.
- For stepchildren: a completed PS-457, a copy of the child's birth certificate and proof of financial dependence as outlined in PM-88.
- For "other children": a completed PS-457 and documentation of support and residence as outlined in PM-88.

This policy will apply to all enrollment applications received for family coverage submitted on or after January 1, 1997.

RATIONALE

We do not now request documentation of all dependent situations. Health insurance costs have risen tremendously in the past decade. It is necessary now more than ever to more closely monitor enrollment in order to protect NYSHIP from fraud. Since the document necessary can be provided by the enrollee with little difficulty, the program can be protected without great inconvenience to the enrollee.

UNIT RESPONSIBILITY

Program Services, Operations, Communications

Director of Employee Benefits

Employee Benefits Division Policy Memorandum

Number: 101r1

Date Issued: June 3, 1997

Revised: April 3, 2006

Policy File Ref: 330

Subject: Eligibility

Issue:

1. Determine if NYSHIP must enroll previously eligible children without a late enrollment waiting period when an enrollee or the agency is ordered by a family court order to enroll the dependents immediately.
2. Determine if such a change would be a qualifying event for the PTCP.

Background:

Under NYSHIP rules, if an enrollee with individual coverage wishes to change to family coverage in order to enroll previously eligible dependents, there is a late enrollment waiting period before the family coverage becomes effective. This is done to protect the plan from adverse selection. If family coverage is in effect, previously eligible dependents may be added retroactive to the start of family coverage or their date of first eligibility, whichever is later. A divorced enrollee with individual coverage was ordered by the court under Section 416 of the Family Court Act to enroll his children in his employer health insurance. Section 416 of the Family Court Act requires that the children be enrolled without regard to seasonal enrollment restrictions. Since the late enrollment waiting period is not seasonal, Counsel's Office was asked for its opinion as to whether we must comply. Counsel advised that we should.

Policy:

When a NYSHIP enrollee is subject to a court order mandating that children be enrolled in employer health insurance, the late enrollment waiting period will be waived for eligible children covered by the court order. The enrollee must provide a copy of the court order and any supporting documentation that may be required to ascertain that the persons for whom coverage is requested are covered by the order and otherwise eligible for coverage under NYSHIP eligibility rules.

Section 5241 of the New York State Civil Practice Law and Rules (CPLR) allows a court to order an employer to enroll eligible dependent children in the health insurance and ancillary health benefits programs even if the enrollee will not submit an enrollment form to add the dependents. Agencies under such orders must add the dependents and change the coverage if necessary (or even start health insurance coverage if the employee is eligible for health insurance under NYSHIP rules but has previously declined) as well as institute the proper deductions. The court may also direct the employer to send NYSHIP identification cards for the dependent, information and claim

forms to the support unit and notify the support unit if the employee's health insurance is terminated or canceled by the enrollee. *Section 5241 CPLR does not require an employer to grant health insurance coverage to an employee or dependent who is ineligible under the plan's eligibility requirements.* For instance, health insurance would not have to be granted to a person who works less than half time and for whom an agency has received an order under CPLR 5241.

If an agency is ordered under CPLR 5241 to enroll an eligible child and the enrollee refuses to sign the PS-404, the HBA should enter the appropriate transaction on EMS, sign the PS-404 with the statement "Enrolled pursuant to an execution for medical support under CPLR 5241" in the signature box and file the PS-404 with a copy of the order.

Under CPLR 5241, "'Health insurance benefits" means any medical, dental, optical and prescription drugs and health care services or other health care benefits which may be provided for dependents through an employer organization, including such employers or organizations which are self-insured. When any of these benefits are provided by a union benefit fund rather than through the State, the HBA should inform the court and provide the union benefit fund address.

We will consider dependent enrollment under a court order to be a change in family status for PTCP purposes, provided that the enrollee's application for coverage is timely and appropriate in relation to the court order, or if mandated by an execution under CPLR 5241.

Rationale:

Counsel informs us that while it may be argued that Section 416 of the Family Court Act does not apply to our late enrollment waiting period, Section 5241(b)(2) of the Civil Practice Law and Rules would allow the court to issue an execution for medical support enforcement which would force us to allow the enrollment. Since a procedure for mandating compliance exists and could be easily used by a court, it is logical for us to enroll eligible dependents whenever an enrollee receives an order for medical support. Since enrollment is not discretionary under a court order, there is no adverse selection issue.

When enrollment is mandated by an execution under CPLR 5241, the agency must comply to the extent of the law.

IRS regulations relating to §125 of IRS Code permit a change in benefit election to cover a child who is the subject of a medical support order.

A copy of Counsel's opinion and CPLR 5241 may be found in Policy File A330.

Unit Responsibility:

All

Employee Benefits Division Policy Memorandum

Number: 107

Date Issued: June 16, 1998

Date Revised: NA

Policy File Ref: A330

Subject: Dependent Eligibility

ISSUE:

Determine the PS-451 submission dates for disabled dependent child status eligibility.

BACKGROUND:

Disabled dependents (children) may continue in NYSHIP past standard age disqualification dates provided that the disability occurred prior to the time when coverage would normally terminate, that is, age 19 (21 in some negotiating units) or up to age 25 if a full-time student. The General Information books state that enrollees with a disabled dependent child must contact their HBAs "several months" prior to the disabled dependent's 19th birthday, or if a full-time student, "at the time the disability occurs" so that a disabled dependent application, PS-451, can be filed prior to the standard age disqualification date. Staff have previously been authorized to routinely decline disabled dependent applications if they were not submitted within these parameters. This rule would preclude an enrollee from enrolling a disabled dependent child many years after the standard age disqualification dates. Several recent developments have caused us to review the procedures and guidelines for approving disabled dependent status:

First, the phrases "several months" or "at the time the disability occurs" are not precise expressions of the filing deadline, and have, therefore, been subject to inconsistent definition and application.

Second, we have become aware that United HealthCare has been approving applications for disabled dependent child status without regard to whether they have been timely filed, and without regard to whether the dependent in question is covered under NYSHIP at the time of application, based upon a past exception request which they believed was authorization to permanently change the guidelines. HBAs have been routinely sending such applications to United HealthCare instead of disapproving them at the agency level.

Finally, we have learned that State law has been amended to allow an enrollee to apply for disabled dependent status up to 31 days after coverage would normally end.

POLICY:

1. For a dependent child to be considered for continuation in NYSHIP as a disabled dependent child, an enrollee must submit a PS-451 no later than sixty

(60) days after the date when eligibility for the dependent would normally cease due to age under NYSHIP (i.e.; age 19 (21 for some groups) or age 25 for full time students) Enrollees with dependents who have a qualifying disability should be encouraged to submit a PS-451 as soon as possible upon enrollment, even if the child is under the age when eligibility would normally terminate through age disqualification. (Refer to PM-57r2 for complete rules on continuation and readmission of dependents) If claims for the disabled dependent are incurred within the sixty day grace period, claims will not be paid until a PS-451 is submitted and approved.

2. When an enrollee has a dependent child listed on the enrollment file but does not submit a PS-451 either prior to or within sixty days of the standard age disqualification dates, a request for coverage as a disabled dependent will not be considered, nor will disabled dependent status for a child who was never covered under NYSHIP be considered beyond the standard age disqualification dates, unless the child qualifies under these circumstances:
 - a) When a disabled dependent child has been covered under the enrollee's spouse's policy and involuntarily loses that coverage due to a change in the spouse's job status (i.e. termination, involuntary reduction in work hours resulting in loss of coverage or termination of the employer's group health insurance coverage), an application for disabled dependent status under NYSHIP will be considered if the enrollee applies within sixty days of the loss of coverage under the spouse's plan; provides proof that the termination of coverage was not a voluntary cancellation of coverage, and provides proof that the disability occurred prior to the standard age disqualification dates for NYSHIP coverage.
 - b) When a disabled dependent child has been covered under Medicaid or a similar comprehensive program and involuntarily loses that coverage, an enrollee may apply for disabled dependent child coverage provided the enrollee applies for coverage within sixty days of the date that coverage under Medicaid or a similar program was terminated; provides proof that disenrollment was involuntary, and provides proof that the disability occurred prior to the standard age disqualification dates.
3. A new enrollee with a disabled dependent child age 19 or over must submit a PS-451 within sixty days of the employee's initial enrollment in NYSHIP in order to qualify the disabled child for NYSHIP coverage, unless the dependent is covered under a spouse's group health insurance or a government medical program. In such cases, enrollment may be considered under the Rule 2 exceptions.
4. Dependent children who become disabled during COBRA status are not eligible to continue as disabled dependents.
5. Effective Dates: Coverage for enrolled disabled dependents who are continuing coverage will be continuous. Coverage for those who are applying due to

involuntary loss of other coverage will be effective the day after the other coverage ceases.

RATIONALE:

NYSHIP must be assured that disabled dependent child status is only granted to individuals who were disabled prior to standard age disqualification dates. We have been receiving PS-451s up to a decade after the disability was reportedly incurred . In some cases these applications have been incorrectly approved by the insurer or by EBD because of lack of precision about when the deadlines for applying for such coverage expire. Consistent administration requires that NYSHIP have clear policy on the eligibility of these individuals and precisely stated time frames for timely application based on that policy.

UNIT RESPONSIBILITY:

All

N.B.: Change published in September 1998 Empire Plan Report.

Employee Benefits Division Policy Memorandum

Number: 111

Date Issued: December 27, 2000

Policy File Ref: A330

Subject: Dependent Eligibility

ISSUE:

Determine if State agencies must accept Qualified Medical Child Support Orders (QMCSO) issued pursuant to ERISA.

BACKGROUND:

We occasionally receive QMCSOs based upon the ERISA statutes which mandate that employers add children to the health insurance of covered parents. ERISA, however, does not apply to governmental plans. Counsel was asked if NYSHIP should obey such orders since ERISA does not apply to NYSHIP.

POLICY:

Comply with ERISA QMCSOs issued by New York State judges. (See PM-101 for guidance on complying with New York State orders) Other states may have similar laws, so all new QMCSOs from other states will be reviewed. If staff receives a QMCSO from another state, forward the QMCSO to the Policy Unit which will ask for the opinion of Counsel. If other states are qualified to be covered by this policy, this policy will be revised to include them. Once a state has been listed in this policy, it will not be necessary to forward the QMCSO to the Policy Unit for review unless there are other compliance issues.

RATIONALE:

Since judges in New York State have the power under State law to mandate the enrollment of children under parents' health insurance, we should obey the ERISA orders since they serve as a parallel mandate to orders that may be lawfully imposed by judges in New York State requiring NYSHIP to enroll children under their parents' health insurance plans.

UNIT RESPONSIBILITY:

All

States from which EBD will accept ERISA QMCSOs

New York

Employee Benefits Division Policy Memorandum

Number: 126

Date Issued: September 25, 2004

Policy File Ref: A330, A420

Subject: Dependent Eligibility, Instructions to Carriers

ISSUE:

Determine the frequency of case review for NYSHIP disabled dependents.

BACKGROUND:

Disabled dependents of NYSHIP enrollees are entitled to keep dependents covered under their family coverage beyond the normal age-out limits if those dependents are incapable of self support. For the Empire Plan, the medical component carrier determines disability for those with physical disabilities and the mental health carrier determines disabled status for mental health cases. All of these cases are subject to review by the carriers on a periodic basis. UHC, the current medical component carrier has been granting permanent disabilities, but Value Options, the mental health carrier has not been able to do so since the inception of the mental health program due to requirements for periodic reviews instituted at that time. We have been asked to determine if a standard schedule of disability status reviews should be instituted for the Empire Plan.

POLICY:

The Empire Plan carriers will use the following guidelines for all disabled dependent reviews:

If improvement of the dependent's condition is

- "Expected," the case will be normally reviewed within six to eight months, unless the carrier determines a need for a more frequent review.
- "Possible," the case will be normally reviewed no sooner than three years, unless the carrier determines a need for a more frequent review.
- "Not expected," the case will normally be reviewed no sooner than seven years, unless the carrier determines a need for a more frequent review.

RATIONALE:

NYSHIP has the right to be certain that persons receiving extended coverage due to disability are truly disabled to the extent that they may continue receiving those benefits. While some may object to providing the information, NYSHIP must protect the interests

of all enrollees. The above schedule is similar to that used by the Social Security Administration to evaluate those receiving Social Security disability benefits. We believe it is a rational schedule for NYSHIP disability reviews also.

UNIT RESPONSIBILITY:

All

Policy Memo #3

Issued: February 6, 1987

Policy File Ref: A1130-A340

SUBJECT

Eligibility to continue Health Insurance in retirement and dependent survivor coverage for employees who do not meet the usual eligibility requirements for enrollment.

BACKGROUND

As a result of negotiated agreements between the State and employee unions, effective 1/3/83, State employees must work at least halftime to be eligible to participate in the New York State Health Insurance Program. A Division of Employee Benefits memo dated 1/3/83 advised part-time employees of the new requirement and gave them the opportunity to remain in the State Health Insurance Program by paying full cost for their coverage. No one has been added to this category since 1983.

The UUP negotiated an agreement in the current contract to permit part-time employees who perform less than half a professional obligation to participate on a full premium cost basis. While the agreement permits these persons to purchase coverage under the Program during their employment by paying full cost, Nelson Carpenter's letter of 10/23/86 advised Charlie Barnes that the negotiated intent was to only provide coverage to such individuals while they were actively employed. These enrollees cannot accrue qualifying service time toward retirement or otherwise enroll for the purpose of establishing eligibility for retirement or dependent survivor coverage.

POLICY

Employees who do not meet the usual eligibility requirements but are enrolled through a special plan provision are ineligible to continue health insurance in retirement or for dependent survivor coverage. The exception would be the enrollee who had met the necessary service requirement, except for age, during a previous employment period and had continuously maintained coverage either as a vestee or under such special plan provision.

RATIONALE

Employees should not be disadvantaged if they have previously met the needed requirements, except for age, for a retirement benefit. Such employees could be eligible for vested status, but might, instead, maintain continuous coverage through either of these special plan provisions.

UNIT RESPONSIBILITY

Fiscal Management

Policy Memo #21
Issued: June 30, 1989
Policy File Ref: A340

ISSUE:

Application of the dual annuitant sick leave credit when the enrollee dies before the effective date of the RET transaction.

BACKGROUND:

CSEA, PBA and M/C employees who retire on or after January 1, 1989, can choose to use up to 70% of their sick leave credit for the remainder of their lives and, in the event of their deaths, the sick leave credit would be used to reduce their survivors' premiums.

A Health Benefits Administrator questioned the validity of a deceased employee's election when the employee died after the actual retirement date but before the RET transaction was effective on the Central File(28 days following the end of the last pay period worked).

PROPOSED POLICY:

If an enrollee eligible for the dual annuitant sick leave has elected this option and dies after the actual retirement date but before the effective date of the RET, that enrollee's survivor will be allowed the use of the designated amount of sick leave credit toward the cost of survivor coverage.

RATIONALE:

If it is the intent of the deceased to provide this benefit for the survivor, we should permit its application. The 28 day delay in health insurance for retirement is an administrative device used to facilitate transition of the individual's payment status and should not impede the implementation of the retiree's selected sick leave option.

UNIT RESPONSIBILITY:

Agency Services

ISSUE:

Determine whether a dependent survivor is eligible to add dependents to NYSHIP coverage.

BACKGROUND:

An individual covered under a dependent survivor contract gave birth to a child and wished to add the child to the survivor coverage.

POLICY:

Only individuals who were enrolled dependents of a deceased employee or retiree at the time of the employee's or retiree's death are eligible for dependent survivor coverage under NYSHIP. New dependents cannot be added to survivor coverage except that a deceased enrollee's as yet unborn child would be eligible for coverage at birth.

RATIONALE AND COMMENTS:

Section 73.2(b)(1) of the President's Regulations states that "in the event of the death of an employee or retired employee...the coverage hereunder of his dependents shall continue [emphasis ours]..." according to certain payment rules.

Section 73.2(b)(2) goes on to say: "Coverage of dependents of a deceased employee under this paragraph may be continued only for so long as such dependents would otherwise be eligible for coverage if the employee had lived and continued to be covered in the health insurance plan, and the surviving spouse for only so long as he or she remains unmarried." The survivors must file for coverage within 90 days of the death of the employee.

The intent of the Regulations, therefore, is clearly to restrict continuation of coverage only to dependents covered by the employee's contract at the time of the employee's death.

UNIT RESPONSIBILITY:

Agency Services, Client Services

Director of Employee Benefits

Policy Memo #48

Issued: 1/14/91

Policy File Ref: A340;

A1320

ISSUE

Dependent Survivor eligibility for survivors of deceased COBRA enrollees.

BACKGROUND

Survivors of both active employees and retirees are eligible to continue health insurance coverage in Dependent Survivor status if the deceased enrollee had at least ten years of service. A policy to determine the eligibility of COBRA survivors for Dependent Survivor status has not been established.

POLICY

Survivors of deceased COBRA enrollees are not eligible for NYSHIP Dependent Survivor status. Since the enrollee's death is a qualifying event by federal standards, such survivors are entitled to a maximum of 36 months of COBRA coverage, less the number of months covered by the first COBRA period.

RATIONALE

Although benefits made available to active employees must usually be provided to COBRA enrollees, granting Dependent Survivor status to COBRA survivors could permit the survivors to continue in the NYSHIP for their lifetime. Such a benefit would far exceed the 36 month maximum COBRA period and was clearly not intended by the federal legislation. Jack Helitzer, Metropolitan's benefit attorney, confirms that such survivors may be deemed ineligible for NYSHIP Dependent Survivor status.

UNIT RESPONSIBILITY

Client Services, Agency Services

Director of Employee Benefits

Employee Benefits Division Policy Memorandum

Number: 66

Date Issued: 12/14/92

File Ref: A340

Subject: Dependent Survivors

ISSUE

Determine if a dependent survivor who is employed, or becomes employed, by the State can enroll in NYSHIP as an employee and begin or resume dependent survivor coverage at a later date, provided he or she is otherwise eligible.

BACKGROUND

A dependent survivor has become employed by the State and wishes to know whether she can enroll in NYSHIP as an active enrollee and resume dependent survivor coverage at a later date if she is unable to complete ten year's service necessary to qualify for health insurance as a retiree. There is consensus that this has been allowed before, but there is no written guidance.

POLICY

Permit a dependent survivor who begins employment with the State and enrolls in NYSHIP as an employee to resume dependent survivor coverage following separation or loss of employee coverage, provided the survivor is otherwise eligible and has not attained continuation eligibility in his/her own right (e.g. retiree). In addition, permit an employee/survivor whose State employee's spouse dies while the employee/survivor works for the State to begin dependent survivor coverage upon termination of employment or loss of eligibility for employee coverage, provided the employee/survivor is otherwise eligible. In either case, survivor coverage must be applied for within 90 days of the termination of employment or loss of eligibility for health insurance.

RATIONALE

Since an individual can have only one enrollment in NYSHIP, a dependent survivor under these circumstances is faced with a dilemma: If the individual selects survivor coverage, the opportunity for possibly lower employee share premiums is lost; if the individual chooses employee coverage, the right to lifetime health insurance is lost unless an additional service requirement is fulfilled. It was not the intent of the regulations to impose this dilemma upon survivors; the intent was to provide continuous coverage until a disqualifying event occurs. In the case of a surviving spouse, the only disqualifying events specified are remarriage or a break in continuation of coverage.

In order to accomplish the regulation's intent, the Division has traditionally allowed State employee/dependent survivors to regain dependent survivor coverage. As long as the survivor maintains health insurance during employment, the continuity of coverage is not broken and the intent of the Regulations is fulfilled. The survivor,

therefore, should be able to resume or begin dependent survivor coverage upon termination of employee health insurance.

The Regulations require the survivor to apply for dependent survivor coverage within 90 days of the employee's death. As the regulations provide only for "continued" coverage of survivors, once coverage is lost by a disqualifying event, such as cancellation or remarriage, it cannot be regained.

UNIT RESPONSIBILITY

Agency Services, Client Services, Communications

Director of Employee Benefits

PAR 79

File Ref: A330

TO: Senior Staff
FROM: Mary McGinty
SUBJECT: Clarification of Qualified Trade Schools
DATE: December 19, 2007

The purpose of this memo is to further clarify what types of programs are considered to be "Qualified Trade Schools" under when PAR 79. was originally issued. This memo will be attached to PAR 79 as further clarification.

To In order to become a journey level craftsman in certain trades, including, but not limited to, plumbing, carpentry, and electrical work there is a formal apprenticeship must to be completed. As part of the apprenticeship there is a training component. We have received an inquiry regarding the granting of dependent student status to a dependent enrolled in such an apprenticeship, sponsored jointly by the NYS Department of Labor and the Empire State Carpenters Apprenticeship Program.

The statutory authority for such apprenticeship programs, Labor Law Article 23, Section 816(1) clearly establishes an the employer/employee relationship between the apprentice and the entity sponsoring the apprenticeship program. This concept of an employee/employer relationship is further expanded under Department of Labor (DOL) Regulations Part 601 where the apprenticeship agreement is defined as "a written agreement between an apprentice and either his employer, or an apprenticeship committee acting as an agent for employers, which agreement contains the terms and conditions of the employment and training of the apprentice."

Based upon the statute and the regulations, apprenticeship programs that operate under the statutory authority of Labor Law Article 23, Section 816(1) do not meet the intent of extending dependent student eligibility to dependents enrolled in a trade school. The intent of offering dependent student eligibility to dependents attending trade schools was to allow coverage of dependents who are full time students at such schools, to which they pay tuition, in order to prepare for a specific occupation. An example of such a school would be a cosmetology school where students train for the licensing examination to become a barber or hairdresser.

For future reference, attached is a copy of the DOL Apprenticeship Agreement/Documentation Form.

TO: Senior Staff
FROM: Christine Williams
SUBJECT: Trade Schools and Student Dependent Status
DATE: December 4, 2001

This memorandum is to advise you that the definition of "full-time study" to qualify for NYSHIP coverage as a full-time student over the age of 19 is being modified. Previous

policy recognizes attendance at high school, college, or any school which is accredited by the State and prepares a student for an occupation which is licensed by the State or which issues a certificate recognized by the State as the equivalent of a diploma, and which qualifies the holder to engage in the occupation or take a licensing exam. NYSHIP policy will now also recognize attendance at trade schools that are State-certified and grant a certificate or diploma upon satisfactory completion of the course of study, even if that certificate or diploma is not necessary to legally practice the trade being prepared for or to take a State licensing exam. The student still must meet the full-time student, employee support (if applicable), and ineligibility for other coverage provisions. For example, a full-time BOCES course of study leading to a certificate of completion in carpentry would now be acceptable.

EBD staff questions concerning this change should be addressed to the Policy Unit.

cc: R. DuBois
Policy Staff
bcc: Chrono
File

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State of New York
Department of Civil Service
Alfred E. Smith State Office Bldg.
Albany, NY 12239

EMPLOYEE BENEFITS DIVISION

Application for Domestic Partner Benefits and Affidavit of Domestic Partnership and Financial Interdependence for Active Employees in the following groups: CSEA, UUP, PEF, DC-37, PIA, GSEU, PBA, Judicial Branch employees, M/C, NYSCOPBA (arbitration affected titles) and Legislative employees PS-425.1 (7/06)

The undersigned, being duly sworn, depose and declare as follows:

1. We are both eighteen years of age or older and not married to other individuals. If either or both of us has been married, we submit evidence of the termination of the marriage(s).
2. We are not related by blood in a manner that would bar marriage under the laws of the State of New York.
3. We are each other's sole domestic partner, have been so for at least six months prior to the date of this affidavit, and intend to remain so indefinitely. We are in a relationship of mutual support, caring and commitment, and have assumed responsibility for each other's welfare.
4. We have been living together on a continuous basis for at least six months prior to the date of this affidavit and submit proof of qualifying cohabitation (see reverse side for proof of residency).
5. As domestic partners we are financially interdependent. We submit original documents of two proofs of our financial interdependence (see reverse side for proofs of financial interdependence).
6. One of us is enrolled in the New York State Health Insurance Program (NYSHIP).
7. I, the enrollee, affirm that I have not had a domestic partner enrolled in NYSHIP as my dependent within the last year.
8. I, the enrollee, affirm that I will file a *Termination of Domestic Partnership* form (PS-425.4) within 14 days of the date I/my partner no longer meet one or more of the qualifying criteria set forth above.
9. I, the enrollee, understand that any false or misleading statements made in order to receive benefits for which I do not qualify will subject me to financial responsibility for any benefits paid on behalf of my partner and potential disciplinary action by my employer.

Print Name (Enrollee)
Social Security No.
Address
Signature (<i>sign in presence of notary</i>)

Print Name (Partner)
Social Security No.
Date of Birth
Address
Signature (<i>sign in presence of notary</i>)

Sworn to before me _____ this day of _____, _____

NOTARY PUBLIC

Personal Privacy Protection Law Notification

The information you provide on this application is requested for the principal purpose of determining the eligibility of a domestic partner for benefits under the New York State Health Insurance Program, Dental Program, Vision Program, and/ or Employee Benefit Fund Program. The information will be used in accordance with Section 96 (1) of the Personal Privacy Protection Law, particularly subdivisions (b), (e) and (f). Failure to provide the information requested may prevent the Department from processing this application. This information will be maintained by the Director, Division of Employee Benefits, NYS Dept. of Civil Service, Alfred E. Smith State Office Building, Albany, NY 12239. For information related only to the Personal Privacy Protection Law, call (518) 457-9375. **For information, related to the Domestic Partnership Program, contact your Agency Health Benefits Administrator. If, after calling your Health Benefits Administrator, you need more information concerning the Domestic Partnership Program, please call (518) 457-5754 or 1-800-833-4344 between the hours of 9:00 a.m. and 3:00 p.m.**



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EMPLOYEE BENEFITS DIVISION

Application for Domestic Partner Benefits and Affidavit of Domestic Partnership and Financial Interdependence for Active Employees in the following groups: CSEA, UUP, PEF, DC-37, PIA, GSEU, PBA, Judicial Branch employees, M/C, NYSCOPBA (arbitration affected titles) and Legislative employees PS-425.1 (7/06)

YOU NEED A TOTAL OF 3 SEPARATE PROOFS*, AS DESCRIBED BELOW (1 PROOF OF COHABITATION DURATION AND 2 PROOFS OF FINANCIAL INTERDEPENDENCE)

*Proofs should be clearly unaltered copies of original documents.

Proof of Six Months of Cohabitation

You must submit proof that you and your partner have resided together for at least six months. The proof may be one document with both names or two separate documents that show the residence of each partner. The following is a list of items that can be used to demonstrate proof of residency.

Submit one (1) of the following (check proof submitted):

- | | |
|--|---|
| ☐ Auto registration | ☐ Passport |
| ☐ Bank statement | ☐ Pay check stub |
| ☐ Driver's license | ☐ Registration as a domestic partnership in a New York State municipality that has established such a procedure (e.g., Albany, New York City, Rochester, Ithaca) |
| ☐ Mailed insurance benefits statement | ☐ Tax return |
| ☐ Mailed joint membership statement with address (e.g., church or family association) | ☐ Telephone bill |
| ☐ Lease agreement listing both parties | ☐ Utility bill |
| ☐ Mortgage agreement listing both parties | |

Proof of Financial Interdependence

You must submit two (2) copies of clearly unaltered original documents as proof of financial interdependence of at least six months duration. Below is a list of acceptable proofs (**at least one of the two items must be from List A**). **Check the two (2) proofs you are submitting:**

Note: "Joint" proofs must contain both names (enrollee and domestic partner). Original documents will be copied only to the extent necessary to document receipt and returned to you.

LIST A

- | | |
|--|---|
| ☐ Joint obligation on a loan (including an affidavit by a creditor for a personal loan) | ☐ Designation of one partner as the representative payee for the other's government benefits |
| ☐ Joint ownership of your residence | ☐ Joint ownership or holding of investments |
| ☐ Joint renters' or home owners' insurance policy | ☐ Joint ownership or lease of a motor vehicle |
| ☐ Joint responsibility for child care (e.g., school documents, guardianship) Birth certificate of child alone is not sufficient. | ☐ Mutually granted authority to make health care decisions (e.g., health care power of attorney) |
| ☐ Designated as beneficiary under the other's life insurance policy, retirement benefits account or will or executor of each other's will | ☐ Both listed as tenants on the lease of shared residence |
| ☐ An affidavit by a corporate creditor or other disinterested third party qualified to testify to partners' financial interdependence | ☐ Same-sex marriage or civil union certificate |
| ☐ Mutually granted durable power of attorney | ☐ Share a household budget for the purpose of receiving government benefits |
| | ☐ I claim my partner as a dependent for federal tax Purposes (you must complete and submit PS-425.3) |

LIST B

- | | |
|---|---|
| ☐ Joint bank account | ☐ Status as authorized signatory on the partner's bank account, credit card or charge card |
| ☐ Joint credit or charge card(s) | ☐ Other proof establishing economic interdependence |



State of New York
Department of Civil Service
Alfred E. Smith State Office Bldg.
Albany, NY 12239

EMPLOYEE BENEFITS DIVISION

Instructions for Enrolling Domestic Partners of Active Employees in the following groups: CSEA, UUP, PEF, DC-37, PIA, GSEU, PBA, Judicial Branch employees, M/C, NYSCOPBA (arbitration affected titles) and Legislative employees PS-425 (4/07)

Agreements with the unions representing State employees provide for the extension of coverage to the domestic partners of State employees in the New York State Health Insurance Program (NYSHIP) and the Dental and Vision programs administered by New York State. If you receive dental or vision benefits from an Employee Benefit Fund (CSEA, DC-37 and UUP employees), that fund may also permit you to enroll an eligible domestic partner. These benefits have also been extended to unrepresented employees in the Executive, Legislative and Judicial branches of State government and to State retirees, vestees and dependent survivors. To determine if your domestic partner qualifies for enrollment, carefully read these instructions, which includes important tax information and the Domestic Partner Affidavit (PS-425.1)

The affidavit and documents you are required to submit are only intended to establish the eligibility of your domestic partner for benefits available to you as a New York State employee. However, it is recommended that you seek advice from your attorney regarding any possible legal and financial implications before you take the actions required to provide this coverage to a domestic partner.

Who can be Covered as a Domestic Partner

Enrollees may cover same or opposite sex partners with whom they reside and have a committed, long term relationship of mutual support, and for whom they have assumed long term financial responsibility or have mutual financial responsibility. See the Affidavit of Domestic Partnership and Financial Interdependence (PS-425.1) for details. Persons who live together for economic reasons, but who have not made a commitment to an exclusive enduring domestic partnership as described in these documents, will not be considered to be domestic partners for the purposes of enrollment in New York State administered benefit programs.

How to Enroll a Domestic Partner

- Complete the following forms:
 - Affidavit of Domestic Partnership and Financial Interdependence (PS-425.1)
 - Health Insurance Transaction Form (PS-404)
- In addition to the above, **IF** your partner qualifies as your dependent for federal tax purposes and you wish to avoid the additional taxes that may result from this benefit (see Income Tax Implications), you must also complete the Dependent Tax Affidavit (PS-425.3) and return it with the other documents.
- Return the completed forms and the **REQUIRED PROOFS OF RESIDENCE AND FINANCIAL INTERDEPENDENCE** (see PS-425.1) to your agency Health Benefits Administrator.

Applications filed without the required affidavit or proofs will not be processed. Ambiguity or lack of clarity will not be interpreted in the employee's/partner's favor.

When Coverage Begins

If you are enrolled in NYSHIP, have satisfied the six month residency and financial requirements, and you have submitted all required documentation to your agency Health Benefits Administrator on or before, or within seven days of your partner's first eligibility, the coverage for your partner begins on the date of first eligibility. If you apply more than seven days but less than 31 days after the date of first eligibility, coverage for your partner begins on the first day of the payroll period following the pay period in which you have submitted all required documentation to your agency Health Benefits Administrator. If you apply 31 days or more after the date of first eligibility, you will be subject to a late enrollment period and coverage for your partner will begin on the first day of the fifth payroll period following the payroll period in which you apply. **Your partner's date of first eligibility is the day that is exactly six months after the latest date of the residency and financial support documents submitted with your application for coverage.**

If you are not enrolled in NYSHIP, coverage for both you and your partner may be deferred until you satisfy the new employee or late enrollment waiting period. Ask your agency Health Benefits Administrator if you must satisfy a waiting period.

Because there is no late enrollment imposed for dental and vision benefits, the effective date of domestic partner coverage would be the date of first eligibility.



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EMPLOYEE BENEFITS DIVISION

Instructions for Enrolling Domestic Partners of Active Employees in the following groups: CSEA, UUP, PEF, DC-37, PIA, GSEU, PBA, Judicial Branch employees, M/C, NYSCOPBA (arbitration affected titles) and Legislative employees PS-425 (4/07)

When Coverage Ends

Coverage for your partner will end on the day on which you and/or your partner no longer meet one or more of the requirements on the affidavit you both have signed. The terms and conditions of your coverage require you to report this relationship termination within **14 days** of its occurrence.

How to Report that the Partnership has Ended

You must complete and submit the form PS-425.4 "Termination of Domestic Partnership" within **14 days** of the date the partnership ends. The form is available from your agency Health Benefits Administrator. **If you do not file the form on a timely basis, you may be liable for claims paid for your former partner for services rendered on and after the date the partnership ended.** You may not enroll another domestic partner, or re-enroll the same domestic partner, until one year after the date the "Termination of Domestic Partnership" form is filed with your agency Health Benefits Administrator. Your former partner's 60 day eligibility period for applying for COBRA continuation coverage starts on the date the relationship terminates, not the notification date.

Coverage of Domestic Partner's Children

You may provide coverage under State administered benefit programs for you partner's child (children) if the child permanently resides in your household and you provide more than 50% of the child's support. To enroll the child, ask your agency Health Benefits Administrator for form PS-457, "Statement of Dependence". After you complete the form and return it to your agency Health Benefits Administrator, you will be advised whether the child is eligible for coverage. Documentation of the statements made on the PS-457 may be required. Requirements for coverage of your partner's child (children) under union Employee Benefit Funds may differ from those of State administered programs. Consult the appropriate Employee Benefit Fund for its requirements.

Changes of Coverage

Changes of coverage involving domestic partners and their children follow the same rules that dependents follow. If you are enrolled in a pre-tax status, changes to individual medical coverage can only be made during the month of November, unless you have a qualifying event. Changes to dental or vision coverage can be made at any time. Please see your agency Health Benefits Administrator for more details.

INCOME TAX IMPLICATIONS

Imputed Income

Under IRS rules, if a domestic partner is not a "dependent" within the meaning of Section 152 of the Internal Revenue Code (IRC), the "fair market value" of the partner's coverage, less any contribution by the enrollee, is treated as income for federal tax purposes. Check with your agency Health Benefits Administrator for an approximation of the fair market value for State administered health, dental and vision coverage and check with the applicable benefits fund (CSEA, DC-37 and UUP represented employees) regarding the tax status of the benefits provided by them. These values, referred to as "imputed income", will be added to your annual salary for income tax purposes and apply even if you cover other dependents in addition to your partner. If your partner qualifies as a dependent under IRC 152, there is no imputed income. If you qualify under this section, (and ONLY if you qualify) you must complete PS-425.3 Dependent Tax Affidavit and submit it with your other enrollment documents. If your domestic partner's tax status changes during the year, no retroactive changes will be made to imputed income. It is your responsibility to amend your tax return to correct taxable income. If you have questions regarding your eligibility under Section 152, please contact your tax advisor.

Pre-Tax Contribution Program Implications

Under IRC Section 125 rules governing pre-tax contributions, a domestic partner is not an eligible dependent unless they qualify under Section 152. Therefore, if your partner is a covered dependent, the part of the premium you pay for the dependent portion of your health insurance coverage must be deducted on a post-tax basis. The W-2 form issued by the Office of the State Comptroller at the end of the tax year will show only the amount of your premium for the individual portion of your coverage on a pre-tax basis.



State of New York
Department of Civil Service
Alfred E. Smith State Office Bldg.
Albany, NY 12239

EMPLOYEE BENEFITS DIVISION

DEPENDENT TAX AFFIDAVIT

For Enrolling Domestic Partners of Active Employees
in the New York State Health Insurance Program

PS-425.3 (7/06)

The undersigned, being duly sworn, depose and declare as follows:

My domestic partner,

Name Of Domestic Partner and Social Security Number

fully qualifies as my dependent under Internal Revenue Code rule 152. I understand that if my partner's dependent status under IRC 152 changes at any time during the tax year, I will be responsible for reporting and paying tax on any resulting imputed income.

The following are definitions extracted from the Internal Revenue Code that may be helpful in determining if a domestic partner qualifies as a dependent for federal purposes. It is recommended that you seek the advice of an attorney prior to completing this affidavit.

IRC 152 DEPENDENT DEFINED.

- (a) GENERAL DEFINITION. - For the purposes of this subtitle, the term "dependent" means any of the following individuals over half of whose support, for the calendar year in which the taxable year of the taxpayer begins, was received from the taxpayer (or is treated under subsection (c) or (e) as received from the taxpayer):
 - (9) An individual (other than an individual who at any time during the taxable year was the spouse, determined without regard to section 7703, of the taxpayer) who, for the taxable year of the taxpayer, has as his principal place of abode the home of the taxpayer and is a member of the taxpayer's household.
- (b) RULES RELATING TO GENERAL DEFINITION. -For purposes of this section-
- (5) An individual is not a member of the taxpayer's household if at any time during the taxable year of the taxpayer the relationship between such individual and the taxpayer is in violation of local law.

Print Name (Enrollee)

Social Security No.

Address

Signature (*sign in presence of notary*)

Sworn to before me _____ this day of _____, _____

NOTARY PUBLIC

Personal Privacy Protection Law Notification

The information you provide on this application is requested for the principal purpose of enabling the NYS Department of Civil Service to process your request to enroll a domestic partner in the New York State Health Insurance Program, Dental Program, Vision Program, and/ or Employee Benefit Fund Program. The information will be used in accordance with Section 96 (1) of the Personal Privacy Protection Law, particularly subdivisions (b), (e) and (f). Failure to provide the information requested may prevent the Department from processing this application. This information will be maintained by the Director, Division of Employee Benefits, NYS Department of Civil Service, Alfred E. Smith State Office Building, Albany, NY 12239. For information related only to the Personal Privacy Protection Law, call (518) 457-9375. **For information, related to the Domestic Partnership Program, contact your Agency Health Benefits Administrator. If, after calling your Health Benefits Administrator, you need more information concerning the Domestic Partnership Program, please call (518) 457-5754 or 1-800-833-4344 between the hours of 9:00 a.m. and 3:00 p.m.**



STATE OF NEW YORK
DEPARTMENT OF CIVIL SERVICE
ALBANY, NEW YORK 12239

EMPLOYEE BENEFITS DIVISION
STATEMENT OF DEPENDENCE
FOR PARTICIPATION IN THE HEALTH INSURANCE PROGRAM

PS-457 (5/06) Page 1 of 2

INSTRUCTIONS: This form must be completed when an enrollee applies for coverage on behalf of a dependent child who is other than the enrollee's own child, adopted or dependent stepchild. For such a dependent to be eligible, the child must, among other things, (1) reside permanently in the enrollee's home and (2) receive more than 50 percent of support from the enrollee, including medical expenses. If you have a dependent who meets these criteria, please complete this form and submit proof of support.

Please read carefully, respond accurately and initial your response to each of the following questions. If you have questions, contact your agency Health Benefits Administrator.

Part A – ENROLLEE'S STATEMENT

Enrollee's Name		Health Insurance Identification Number	
Enrollee's Address No. and Street		City	State
			Zip Code
Enrollee's Agency (if on the payroll)		Telephone Work ()	Home ()
Dependent's Name		Dependent's Birth Date	
1. What relationship is the dependent to you? _____ 2. Who has legal custody of this dependent? _____ 3. <u>Check one</u>: Acting in place of the parent ("<i>in loco parentis</i>") for this dependent, I ☐ have ☐ have not assumed responsibility for medical expenses for the above named dependent until the child is age 19 or otherwise no longer eligible for enrollment in the New York State Health Insurance Program. 4. What percent of the dependent's support do you provide? _____ Please supply documentation of this support: for example, papers indicating legal guardianship or a copy of your Federal tax return listing the individual as a dependent. If you do not claim the dependent on a tax return, we will accept a letter from a CPA or an attorney that the dependent could be claimed on your tax return under current IRS regulations if you chose to do so. 5. Is your home the permanent legal residence of this dependent? ☐ Yes ☐ No Explain _____ 6. How long do you anticipate such legal residence will continue? _____ Be specific; duration of residence if categorized as "indefinite" or "unknown" is not qualifying.			

The State may request such proof of support and/or residency that may be satisfactory to it.

PERSONAL PRIVACY PROTECTION LAW NOTIFICATION

The information you provide on this application is being requested in accordance with Article 11 of the Civil Service law for the principal purpose of enabling the Department of Civil Service to enroll a dependent child the New York State Health Insurance Program (NYSHIP). This information will be used in accordance with Section 96 (1) of the Personal Privacy Protection Law, particularly subdivisions (b), (e) and (f). Failure to provide the information requested may result in the disapproval of your application. This information will be maintained by the Director, Employee Benefits Division, Department of Civil Service, Albany, NY 12239. For further information relating *only* to the Personal Privacy Protection Law call (518) 457-9375. If you have a question regarding this form or the health insurance coverage, please call (518) 457-5754 or 1-800-833-4344 between the hours of 9:00 a.m. and 3:00 p.m.

This information must be true and accurate, pursuant to the following:

Section 1035 of Title 18 of the United States Code:

(a) Whoever, in any matter involving a health care benefit program, knowingly and willfully – (1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact; or (2) makes any materially false, fictitious, or fraudulent statement or representations, or makes or uses any materially false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry, in connection with the delivery of or payment for health care benefits, items, or services, shall be fined under this title or imprisoned not more than 5 years, or both.

Section 86.4 of title 11 of the New York Compilation of Rules and Regulations:

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Section 176.05 of the Penal Law:

A fraudulent insurance act is committed by any person who, knowingly and with intent to defraud presents, causes to be presented, or prepares with knowledge or belief that it will be presented to or by an insurer, self insurer, or purported insurer, or purported self insurer, or any agent thereof, any written statement as part of, or in support of, an application of the issuance of, or the rating of a commercial insurance policy, or certificate or evidence of self insurance for commercial insurance or commercial self insurance, or a claim for payment or other benefit pursuant to an insurance policy or self insurance program for commercial or personal insurance which he knows to: (i) contain materially false information concerning any fact material thereto; or (ii) conceal, for the purpose of misleading, information concerning any fact material thereto.

Date	Enrollee's Signature

Sworn to before me this

Day of _____

Notary Public

Part B-FOR OFFICE USE ONLY

☐ Approved

Date Transaction submitted to add Dependent (if necessary) _____

☐ Disapproved

Date

Signature of Health Benefit Administrator



State of New York
Department of Civil Service
Employee Benefits Division
www.cs.state.ny.us

2008 Benefit Statement

For Active Employees, Retirees, Vesteers, and Dependent Survivors and their Dependents enrolled in The Empire Plan through Participating Agencies

Your Empire Plan benefits provided through the New York State Health Insurance Program (NYSHIP) are valuable. In order to avoid claims problems, you need to be sure your enrollment record is correct.

Your Benefit Statement (next page) shows the information on your official health insurance enrollment record maintained by the New York State Department of Civil Service, Employee Benefits Division. Every part is important. Please review your record carefully, including your address on the label.



If you have corrections, you must notify your agency Health Benefits Administrator in writing by using the Benefit Statement Correction Form on page 3. If you have corrections, you must sign and return this form with the required documents. If you do not correct errors in your record, we reserve the right to limit future corrections of this information to the date of this statement.

Active enrollees: You **must** notify your agency Health Benefits Administrator of any additions, deletions or changes by

Retirees and other non-Active enrollees: Please notify your *former* agency Health Benefits Administrator of any additions, deletions or changes by mailing your Benefit Statement Correction Form by
An envelope is enclosed for your convenience.

If your record is correct and complete, as presented on this Benefit Statement, no further action is required.

Details...

1 The information in this statement was taken from your health insurance enrollment record on

Make sure your statement is accurate for

Any enrollment change you requested after this date should be confirmed with your agency Health Benefits Administrator.

2 The purpose of this Benefit Statement is to confirm your information is correct (correct records). The only way to correct your record is to provide your agency Health Benefits Administrator with your changes in writing. You may use the Benefit Statement Correction Form on page 3.

3 Your agency Health Benefits Administrator may need additional information from you to make changes in your records. Please make sure you provide all the information requested.

4 If someone other than the enrollee will be submitting changes to the information on this Benefit Statement on the enrollee's behalf, certain required documents must be on file. If a NYSHIP enrollee wishes to have a third party act on his or her behalf regarding NYSHIP health insurance matters, a copy of Power of Attorney (POA) or legal guardianship papers must be submitted to authorize the changes. A HIPAA authorization form can be obtained from your agency Health Benefits Administrator which, when completed and filed with your agency Health Benefits Administrator, will allow

the release of individually identifiable health information to persons other than the enrollee.

5 Keep your enrollment records up to date. Your NYSHIP General Information Book and Empire Plan Certificate explains how to update your coverage at any time. You can also find this information on our web site at www.cs.state.ny.us. Click on Benefit Programs then on NYSHIP Online. Select your group, if prompted, and then click on Health Benefits for links to the NYSHIP General Information Book and Empire Plan Certificate and to other group-specific health benefit information.

2008 EMPIRE PLAN BENEFIT STATEMENT HEALTH INSURANCE ENROLLMENT RECORD INFORMATION

Save this page for your records. Make corrections on the Benefit Statement Correction Form, page 3, and give it to your agency Health Benefits Administrator.

ENROLLEE INFORMATION

- | | |
|--|--|
| <p>1. Name
If your first and/or last name is abbreviated, please print your full name on the Benefit Statement Correction Form on page 3.</p> <p>2. Enrollee Status
(Such as PA Retiree, PA Vestee, PA Dependent Survivor, PA COBRA, etc.)</p> <p>3. Social Security Number
Empire Plan Identification Number</p> <p>4. Sex</p> <p>5. Date of Birth</p> | <p>6. Marital Status (Single, Married, Divorced, Separated or Widowed)

Marital Status Date</p> <p>7. Active Agency Name/Former Agency Name (for Retirees and other non-Active enrollees)

Agency Code</p> |
|--|--|

HEALTH BENEFIT INFORMATION

- | | |
|--|--|
| <p>8. Coverage
Individual or Family: Individual coverage provides benefits for you only. It does not cover your dependents even if they are eligible. Family coverage covers you and your eligible enrolled dependents.</p> <p>9. Medicare
Indicates whether our records show that Medicare is primary to (pays before) NYSHIP. See your <i>NYSHIP General Information Book</i> and <i>Empire Plan Certificate</i> for more information about when Medicare is primary.

If you are an Active employee and Medicare is primary to NYSHIP for you because of end-stage renal disease, but "No" is displayed in this section, please
<i>(continued in next column)</i></p> | <p>Medicare (continued)
indicate "Yes" on #9 on the Benefit Statement Correction Form on page 3, and attach a photocopy of your Medicare card. If you are a Retiree, Vestee or Dependent Survivor and Medicare is primary because of age, end-stage renal disease or disability, but "No" is displayed in this section, please indicate "Yes" on #9 on the Benefit Statement Correction Form on page 3, and attach a photocopy of your Medicare card. See your <i>NYSHIP General Information Book</i> and <i>Empire Plan Certificate</i> for more information about when Medicare is primary.</p> <p>10. Medicare ID #</p> |
|--|--|

ENROLLED DEPENDENT INFORMATION

11. Name The names of the dependents currently covered on your record. If the first and/or last name is abbreviated, please print the full name on the Benefit Statement Correction Form on page 3. Please make corrections here for your records. If you are removing a dependent, you must complete numbers 11 and 12 on the Benefit Statement Correction Form on page 3.	12. Date Eligibility Changed Fill in the date (mm/dd/yyyy) of the change on page 3 if you add or remove a dependent.	13. Relationship Your dependent's relationship to you. "Other" will show for a dependent other than a natural, adopted or dependent stepchild.	14. Date of Birth* The date (mm/dd/yyyy) of birth for each dependent listed on your record.	15. Social Security Number (SSN) Must be filled in on the Benefit Statement Correction Form on page 3 if line displays "please provide" or if SSN is incorrect. The SSN is required for all dependents.	16. Sex M or F	17. Dependent Coverage End Date** End date (mm/dd/yyyy) assigned to a dependent who requires recertification for a disability or a relationship.	18. and 19. Dependent Medicare*** If yes, Medicare ID# and attach a photocopy of your dependent's Medicare card.

* Dependent children with Empire Plan coverage, who are age 19 or over, are not eligible unless they are unmarried full-time students or disabled (disability must be certified). You **must** remove ineligible dependents or duplicate dependent listings from your health insurance enrollment record. You **must** notify your agency Health Benefits Administrator in writing of any ineligible dependents or duplicate dependent listings.

** Certain dependent relationships and temporarily disabled dependent relationships must be recertified periodically or before the end date noted in #17.

*** Indicates whether our records show that Medicare is primary to NYSHIP for your dependent. If your dependent is enrolled in Medicare, but "No" is displayed in this section, you **must** indicate "Yes" on the Benefit Statement Correction Form, page 3, #18, enter the Medicare ID number in section #19 of the Benefit Statement Correction Form and **attach a photocopy** of your dependent's Medicare card.

2008 EMPIRE PLAN BENEFIT STATEMENT CORRECTION FORM

Instructions: Using the correction form below, cross out any incorrect information. Print the change(s) or addition(s) needed to correct your enrollment file. **Sign and date** below, separate at perforation, keep page 2 for your records, and return this page to your agency Health Benefits Administrator. Retirees and other non-Active enrollees: If you have made corrections, please mail this page to your *former* agency Health Benefits Administrator. An envelope has been provided for your convenience.

If you have any questions about the form or your enrollment, please contact your agency Health Benefits Administrator at the address provided on page 4.

If your statement is complete and correct, you do not have to do anything. You may save this unused form for future use.

HEALTH BENEFITS ADMINISTRATOR: Please change my health insurance enrollment record as shown below.

X _____
 Enrollee Signature (required for any corrections) Area Code/Telephone # (home) Date

EXAMPLE:

1. Name **JOHN DOE**
 Correction: **Joseph**

ENROLLEE INFORMATION

1. Name

Correction: _____
 Please print your first name, middle initial, last name.

2. Enrollee Status

Correction: _____

3. Social Security Number

Correction: _____

4. Sex

Correction: _____

5. Date of Birth

Correction: _____



To correct your date of birth, print the correct date and **attach a photocopy** of your birth certificate, baptismal record or passport.

6. Marital Status

Correction: _____

Date of marriage, divorce or death of spouse: _____



To correct "Marital Status," print the correct status and **attach a photocopy** of your marriage certificate, divorce decree or your spouse's death certificate.

7. Active Agency Name/Former Agency Name (for Retirees and other non-Active enrollees)

Correction: _____

HEALTH BENEFIT INFORMATION

8. Coverage

Correction: _____

Date of Change: _____

Explanation/Reason for Correction: _____

9. Medicare

Correction: _____

10. Medicare ID

Correction: _____



To correct your Medicare record, **you must attach a photocopy** of your Medicare card.

ENROLLED DEPENDENT INFORMATION

11. Name

The names of the dependents currently covered on your record. If the first and/or last name is abbreviated, please cross out any abbreviated or incorrect information and print the full name above the printed names.

If you are removing a dependent, draw a thin line through the dependent's name and write the reason for removal. Be sure to write in the date of removal in number 12. (If you are unable to do this legibly in the spaces provided, please attach a separate sheet with this required information.)

12. Date

Eligibility Changed
 Fill in the date (mm/dd/yyyy) of the change here and on page 2 if you add or remove a dependent.

13. Relationship

Your dependent's relationship to you. "Other" will show for a dependent other than a natural, adopted or dependent stepchild.

14. Date of Birth*

The date (mm/dd/yyyy) of birth for each dependent listed on your record.

15. Social Security Number (SSN)

Must be filled in if line displays "please provide" or if SSN is incorrect. The SSN is required for all dependents.

16. Sex

M
or
F

17. Dependent Coverage End Date**

End date (mm/dd/yyyy) assigned to a dependent who requires recertification for a disability or a relationship.

18. and 19. Dependent Medicare***

If yes, Medicare ID# and attach a photocopy of your dependent's Medicare card.



* To correct a dependent's date of birth, show the correct date and **attach a photocopy** of the dependent's birth certificate, baptismal record or passport.

** Certain dependent relationships and temporarily disabled dependent relationships must be recertified periodically or before the end date noted in #17.



*** If Medicare is primary to NYSHIP for your dependent, but "No" is displayed in this section, please indicate "Yes" in section #18, enter the Medicare ID number in section #19 and **attach a photocopy** of your dependent's Medicare card to this form.

Tear at perforation ➡

ADDRESS CORRECTION

Please submit the entire Benefit Statement Correction Form (page 3). We are collecting this information to update your enrollment records. The Employee Benefits Division is committed to maintaining the privacy of your health benefits information. We handle all personal health information in accordance with applicable federal and State laws.

PLEASE CHECK
YOUR ADDRESS CAREFULLY.
IS IT CORRECT?

Agency Health Benefits Administrator,
please correct my address as follows:



IF YOU DO NOT HAVE BENEFIT STATEMENT CORRECTIONS



If you DO NOT have Benefit Statement corrections, STOP.
Do not submit this form.

IF YOU HAVE BENEFIT STATEMENT CORRECTIONS

YOUR CHECKLIST

If you have Benefit Statement corrections, before you submit the Benefit Statement Correction Form, please make sure you remembered to:

- | | |
|--|---|
| <ul style="list-style-type: none"> ✓ Sign and date the Benefit Statement Correction Form, page 3. Unsigned forms will be returned for signature. ✓ Provide your home telephone number, including your area code. ✓ Attach photocopies (on 8½" x 11" paper, please) of any required documents that support the requested change(s). ✓ Check your address above to make sure it is correct and make any corrections in the space provided. | <ul style="list-style-type: none"> ✓ Attach photocopies (on 8½" x 11" paper, please) of required Power of Attorney (POA) or legal guardianship papers if a third party is submitting changes on the enrollee's behalf. ✓ Keep pages 1 and 2 for your records. ✓ Return the Benefit Statement Correction Form, page 3, to your agency Health Benefits Administrator by |
|--|---|

DO NOT SEND ORIGINAL DOCUMENTS

Glossary of Terms

Business Day(s) means every Monday through Friday, except for days designated as business holidays by the Department prior to January 1 of each calendar year.

Call Center Hours means between the hours of 12:00 p.m. until 8:00 p.m. ET, Monday through Friday.

Contractor means successful Offeror.

Day(s) means calendar days unless otherwise noted.

DCS or Department means the New York State Department of Civil Service.

DEAS means Dependent Eligibility Audit Services.

Dependent means the spouses, domestic partners, and unmarried children under nineteen (19) years of age; for PBA–Troopers, PBA–Supervisors, and PIA enrolled in the Empire Plan, unmarried children under twenty-one (21) years of age. Unmarried dependent children who are full-time students at an accredited secondary or preparatory school, college, or other educational institution also are eligible until the first of the following dates: the end of the third month following the month in which they complete course requirements for graduation, or the end of the month in which they reach age twenty-five (25). Unmarried dependent children aged nineteen (19) or over also are eligible if they are incapable of supporting themselves due to mental or physical disability acquired before termination of their eligibility for coverage under Program.

Dependent Survivor means the unremarried spouse, dependent child, or domestic partner who has not acquired another domestic partner, of an Enrollee who died after having had at least ten (10) years of service, who were covered as dependents of the deceased Enrollee at the time of the Enrollee's death and who elect to continue coverage under NYSHIP following the three (3) month extended benefits period.

Enrollee means an employee, who is eligible for coverage under the NYS Health Insurance Plan, or a former Employee or covered Dependent eligible to continue health insurance benefits after separation from active employment.

ET means prevailing Eastern Time.

NYS means New York State.

NYSHIP means the New York State Health Insurance Program.

OSC means NYS Office of State Comptroller.

Participating Agency (PA) means any unit of local government such as school districts, special districts and district or municipal corporations which elects, with the approval of the President of the Civil Service Commission, to participate in the New York State Health Insurance Program.

Participating Employer (PE) means a public authority, public benefit corporation, or other public agency, subdivision or quasi-public organization of the State which elects, with the approval of the President of the Civil Service Commission, to participate in the New York State Health Insurance Program, such as, the NYS Thruway authority and the Dormitory Authority.

President means the President of the Civil Service Commission and the Commissioner of the DCS.

Proposal means the Contractor's Technical Proposal and Cost Proposal, submitted during the course of the procurement process including all responses to supplemental requests for clarification, information, and documentation.

RFP means the Request For Proposals, entitled Dependent Eligibility Audit Services, dated June 18, 2008, Exhibit B to this Agreement, including all clarifications and supplemental requests for information made subsequent to the release of the RFP.

SEHP means Student Employee Health Plan.

State means the State of New York.

**New York State Health Insurance Program
Collective Bargaining Units and Other Non-Represented Groups**

State Collective Bargaining Units

- Civil Service Employee Association, Inc. (CSEA)
- Public Employees Federation AFL-CIO (PEF)
- United University Professions (UUP)
- Graduate Student Employees Union/Communication Workers of America (GSEU/CWA)
- District Council 37 of AFSCME, AFL-CIO (DC-37)
- NYS Correctional Officers and Police Benevolent Association, Inc. (NYSCOPBA)
- Security Supervisors Unit of AFSCME, AFL-CIO (Council 82)
- NYS Police Investigators Association, Local 4, I.U.P.A., AFL-CIO (NYSPIA)
- Police Benevolent Association of New York State Troopers, Inc. (PBA)
- Agency Law Enforcement of AFSCME, AFL-CIO (ALES)
- Various Unions Representing the Unified Court System

State Non-Represented Groups

- Management/Confidential, including Legislative and Unrepresented Judicial Employees
- Retirees
- Dependent Survivors
- Vestees
- COBRA

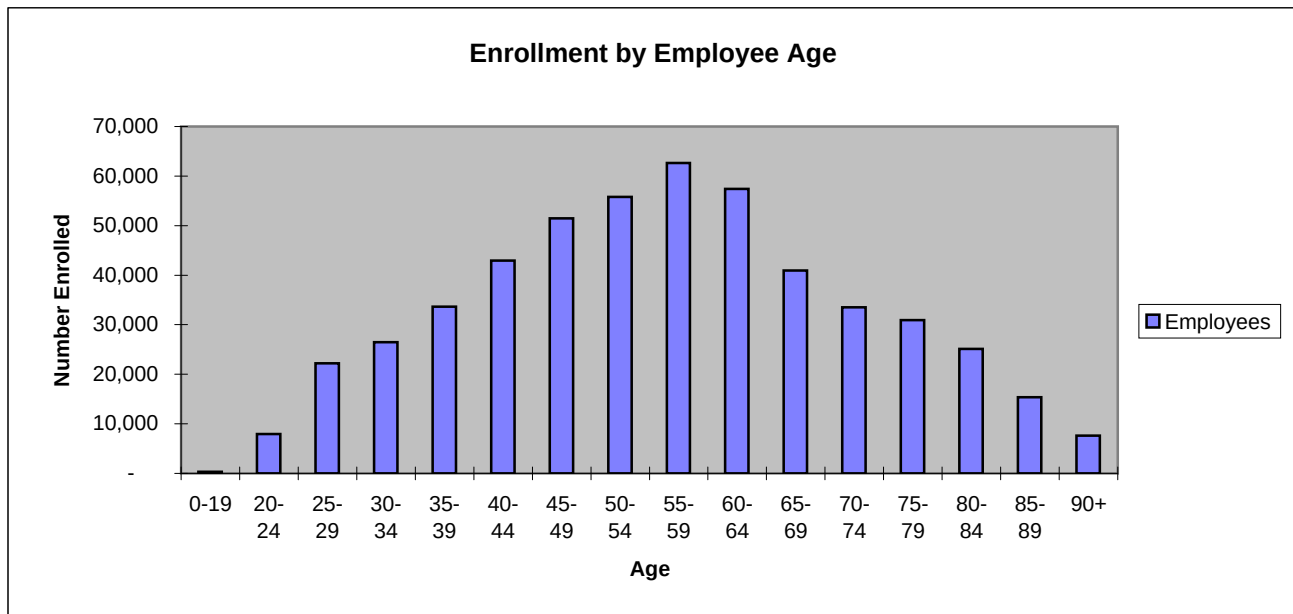
Non-State Groups

- Participating Employers
- Participating Agencies

**Enrollment Eligibility Audit Services
ENROLLMENT BY AGE**

**EMPIRE PLAN
AS OF OCTOBER 2007**

Age Group	Employees	Spouses	Dependents	Total
0-19	313	56	239,806	240,175
20-24	7,947	983	55,015	63,945
25-29	22,230	6,536	1,115	29,881
30-34	26,461	14,463	432	41,356
35-39	33,635	22,473	372	56,480
40-44	42,975	28,446	278	71,699
45-49	51,453	32,369	194	84,016
50-54	55,795	33,993	107	89,895
55-59	62,646	34,675	48	97,369
60-64	57,388	29,656	25	87,069
65-69	40,942	20,416	4	61,362
70-74	33,537	14,706	-	48,243
75-79	30,947	11,055	-	42,002
80-84	25,102	6,926	-	32,028
85-89	15,344	2,956	-	18,300
90+	7,590	767	-	8,357
Total:	514,305	260,476	297,396	1,072,177

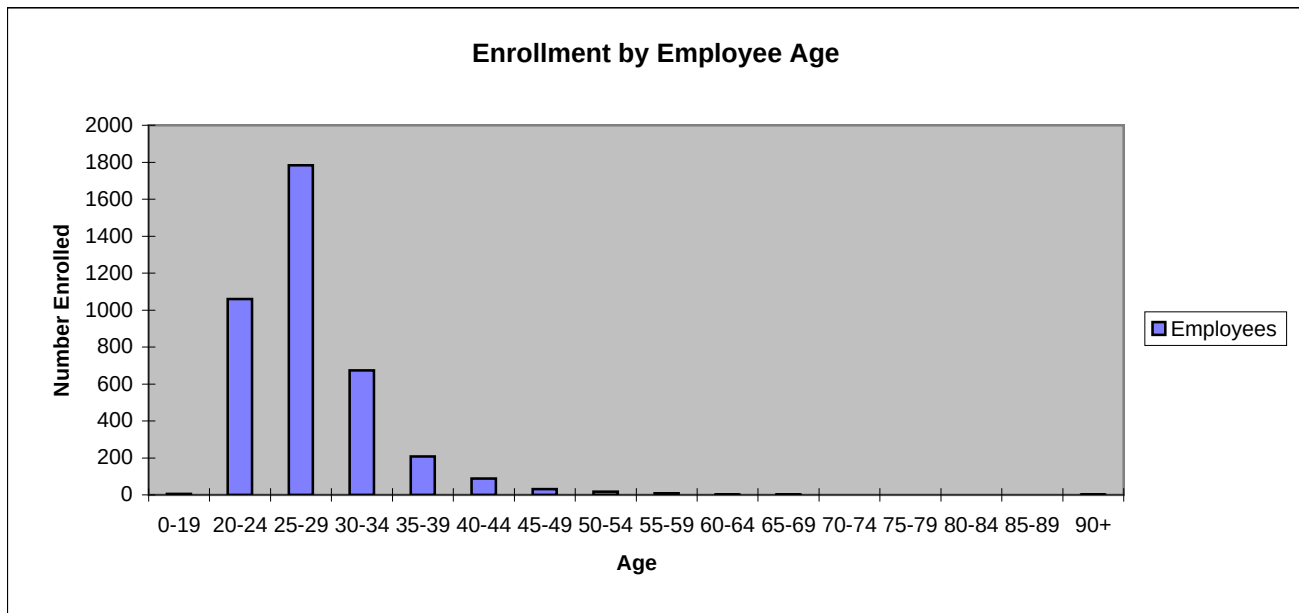


Source: NYBEAS

**Enrollment Eligibility Audit Services
ENROLLMENT BY AGE**

**STUDENT EMPLOYEE HEALTH PLAN
AS OF OCTOBER 2007**

Age Group	Employees	Spouses	Dependents	Total
0-19	6	1	278	285
20-24	1,060	49	1	1,110
25-29	1,784	172	-	1,956
30-34	673	120	-	793
35-39	207	52	-	259
40-44	89	20	-	109
45-49	32	14	-	46
50-54	17	7	-	24
55-59	9	3	-	12
60-64	1	3	-	4
65-69	1	-	-	1
70-74	-	-	-	-
75-79	-	-	-	-
80-84	-	-	-	-
85-89	-	-	-	-
90+	1	-	-	1
Total:	3,880	441	279	4,600

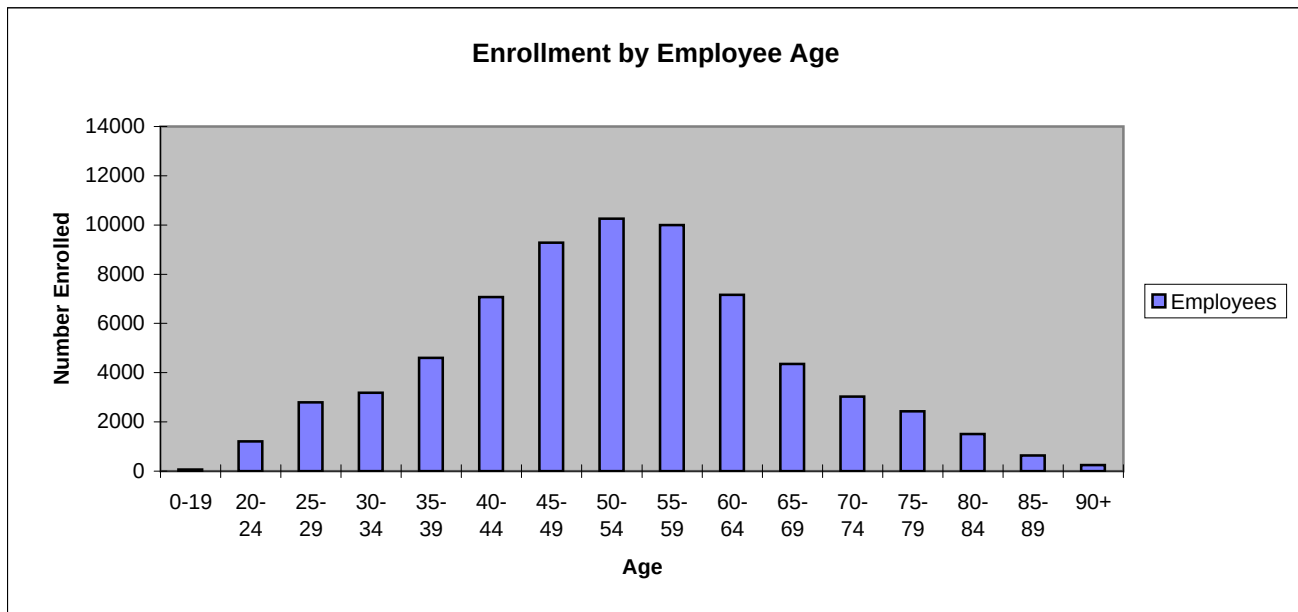


Source: NYBEAS OCTOBER 2007

**Enrollment Eligibility Audit Services
ENROLLMENT BY AGE**

**HMO ENROLLMENT BY AGE
AS OF OCTOBER 2007**

Age Group	Employees	Spouses	Dependents	Total
0-19	63	11	37,413	37,487
20-24	1,212	90	9,012	10,314
25-29	2,793	728	138	3,659
30-34	3,188	1,507	43	4,738
35-39	4,600	2,749	24	7,373
40-44	7,067	4,291	15	11,373
45-49	9,277	5,309	5	14,591
50-54	10,254	5,234	8	15,496
55-59	10,002	4,517	1	14,520
60-64	7,161	3,007	-	10,168
65-69	4,360	1,654	-	6,014
70-74	3,030	998	-	4,028
75-79	2,430	663	-	3,093
80-84	1,507	322	-	1,829
85-89	637	107	-	744
90+	243	19	-	262
Total:	67,824	31,206	46,659	145,689



Source: NYBEAS October 2007

Empire Plan Family Enrollment Broken Down by Group
June, 2008(1)

Group	Enrollees a	Spouses b	Dependents c	Spouse & Dependents d=b+c	Total Covered Lives e=a+d
State & Participating Employers	172,451	152,670	186,967	339,637	512,088
Participating Agencies	<u>117,725</u>	<u>109,140</u>	<u>111,892</u>	<u>221,032</u>	<u>338,757</u>
Total	290,176	261,810	298,859	560,669	850,845

(1) Includes Student Employee Health Plan (SEHP)

NYSHIP Family Enrollment Broken Down by Group
June, 2008(1)

Group	Enrollees a	Spouses b	Dependents c	Spouse & Dependents d=b+c	Total Covered Lives e=a+d
State & Participating Employers	208,792	183,900	233,282	417,182	625,974
Participating Agencies	<u>117,725</u>	<u>109,140</u>	<u>111,892</u>	<u>221,032</u>	<u>338,757</u>
Total	326,517	293,040	345,174	638,214	964,731

(1) Includes Empire Plan, HMOs and Student Employee Health Plan

EMPIRE PLAN ENROLLMENT BY REGION

STATE ENROLLEES*:

REGION	COVERED LIVES				PERCENT OF TOTAL			
	ENROLLEE	SPOUSES	CHILDREN	TOTAL	ENR	SPO	CHILD	TOTAL
LOWER NEW YORK	107,341	49,509	69,996	226,846	33.5%	32.5%	37.4%	34.4%
CENTRAL NEW YORK	57,307	28,876	37,427	123,610	17.9%	19.0%	20.0%	18.7%
CAPITAL & ADIRONDACK	60,496	27,932	32,500	120,928	18.9%	18.4%	17.4%	18.3%
WESTERN NEW YORK	31,332	15,086	17,322	63,740	9.8%	9.9%	9.3%	9.7%
MID HUDSON	25,357	13,269	18,443	57,069	7.9%	8.7%	9.9%	8.7%
TOTAL NEW YORK STATE	281,833	134,672	175,688	592,193	88.0%	88.5%	94.0%	89.8%
OUT-OF-STATE - 10 MOST POPULUS	31,131	14,687	9,869	55,687	9.7%	9.7%	5.3%	8.4%
OUT-OF-STATE - REMAINING STATES	6,538	2,482	956	9,976	2.0%	1.6%	0.5%	1.5%
TOTAL OUT-OF-STATE	37,669	17,169	10,825	65,663	11.8%	11.3%	5.8%	10.0%
Out of Country	311	113	66	490	0.1%	0.1%	0.0%	0.1%
UNKNOWN / INVALID	540	203	399	1,142	0.2%	0.1%	0.2%	0.2%
TOTAL STATE ENROLLEES	320,353	152,157	186,978	659,488	100.0%	100.0%	100.0%	100.0%

PA ENROLLEES:

REGION	COVERED LIVES				PERCENT OF TOTAL			
	ENROLLEE	SPOUSES	CHILDREN	TOTAL	ENR	SPO	CHILD	TOTAL
LOWER NEW YORK	146,147	81,464	92,091	319,702	73.9%	74.9%	83.2%	76.6%
CENTRAL NEW YORK	1,764	959	719	3,442	0.9%	0.9%	0.6%	0.8%
CAPITAL & ADIRONDACK	3,799	1,732	1,109	6,640	1.9%	1.6%	1.0%	1.6%
WESTERN NEW YORK	286	103	36	425	0.1%	0.1%	0.0%	0.1%
MID HUDSON	18,917	11,202	13,719	43,838	9.6%	10.3%	12.4%	10.5%
TOTAL PA	170,913	95,460	107,674	374,047	86.4%	87.8%	97.3%	89.6%
OUT-OF-STATE - 10 MOST POPULUS	22,476	11,409	2,606	36,491	11.4%	10.5%	2.4%	8.7%
OUT-OF-STATE - REMAINING STATES	4,292	1,819	352	6,463	2.2%	1.7%	0.3%	1.5%
TOTAL OUT-OF-STATE	26,768	13,228	2,958	42,954	13.5%	12.2%	2.7%	10.3%
Out of Country	59	22	6	87	0.0%	0.0%	0.0%	0.0%
UNKNOWN / INVALID	92	50	59	201	0.0%	0.0%	0.1%	0.0%
TOTAL PA ENROLLEES	197,832	108,760	110,697	417,289	100.0%	100.0%	100.0%	100.0%

TOTAL ENROLLEES:

REGION	COVERED LIVES				PERCENT OF TOTAL			
	ENROLLEE	SPOUSES	CHILDREN	TOTAL	ENR	SPO	CHILD	TOTAL
LOWER NEW YORK	253,488	130,973	162,087	546,548	48.9%	50.2%	54.5%	50.8%
CENTRAL NEW YORK	59,071	29,835	38,146	127,052	11.4%	11.4%	12.8%	11.8%
CAPITAL & ADIRONDACK	64,295	29,664	33,609	127,568	12.4%	11.4%	11.3%	11.8%
WESTERN NEW YORK	31,618	15,189	17,358	64,165	6.1%	5.8%	5.8%	6.0%
MID HUDSON	44,274	24,471	32,162	100,907	8.5%	9.4%	10.8%	9.4%
TOTAL NEW YORK STATE	452,746	230,132	283,362	966,240	87.4%	88.2%	95.2%	89.7%
OUT-OF-STATE - 10 MOST POPULUS	53,607	26,096	12,475	92,178	10.3%	10.0%	4.2%	8.6%
OUT-OF-STATE - REMAINING STATES	10,830	4,301	1,308	16,439	2.1%	1.6%	0.4%	1.5%
TOTAL OUT-OF-STATE	64,437	30,397	13,783	108,617	12.4%	11.7%	4.6%	10.1%
Out of Country	370	135	72	577	0.1%	0.1%	0.0%	0.1%
UNKNOWN / INVALID	632	253	458	1,343	0.1%	0.1%	0.2%	0.1%
TOTAL EMPIRE PLAN ENROLLEES	518,185	260,917	297,675	1,076,777	100.0%	100.0%	100.0%	100.0%

*Includes GSEU

Source: NYBEAS October 2007

Empire Plan Dependent Claims Cost(1)

Year Paid	Total Claims Paid	Average # Dependents
2003	\$1,242,885,389	545,129
2004	\$1,417,520,565	547,447
2005	\$1,514,307,700	549,822
2006	\$1,650,674,205	553,810
2007	\$1,827,263,694	557,870

(1) includes paid claims for SEHP dependents

Note: this information not available for NYSHIP HMOs.

**Enrollment Eligibility Audit Services
Enrollment File Layout
File Sent from the Department - Record length 299**

Field Name	Description	Description - Add'l	Type	Length
Employee ID	Enrollee Employee ID	Enrollee Social Security Number	CHAR	9
Enrollee Last Name	Enrollee Last Name		CHAR	30
Enrollee First Name	Enrollee First Name		CHAR	30
Enrollee Middle Initial	Enrollee Middle Initial		CHAR	1
Address 1	Enrollee Street Address		CHAR	55
Address 2	Enrollee Street Address	If present	CHAR	55
City	Enrollee City	May be blank if other than USA	CHAR	30
State	Enrollee State	May be blank if other than USA	CHAR	2
Zip Code	Enrollee Zip Code	Zipcode 5 plus 4 when supplied May be blank if other than USA	CHAR	10
Country	Enrollee Country	All countries reported including USA	CHAR	3
Dependent Number	Dependent Number	Assigned unique number of each dependent (i.e. 02, 03, and so on). Numbers may not be sequential.	CHAR	2
Dependent Type	Dependent Type	See chart below	CHAR	2
Dependent Last Name	Dependent Last Name		CHAR	30
Dependent First Name	Dependent First Name		CHAR	30
Dependent Middle Initial	Dependent Middle Initial		CHAR	1
Birthdate	Dependent Date of Birth	YYYYMMDD	DATE	8
Sex	Dependent Gender	M = Male F = Female U = Unknown ' ' = Blank	CHAR	1

Dependent Type	Code
Spouse	SP
Spouse/Domestic Partner	DP
Son	S
Daughter	D
Other Dependent	O

Enrollment Eligibility Audit Services
Enrollment Eligibility File Layout
File Sent to the Department - Record length 300

Field Name	Description		Type	Length
Employee ID	Enrollee Employee ID	Enrollee Social Security Number	CHAR	9
Enrollee Last Name	Enrollee Last Name		CHAR	30
Enrollee First Name	Enrollee First Name		CHAR	30
Enrollee Middle Initial	Enrollee Middle Initial		CHAR	1
Address 1	Enrollee Street Address		CHAR	55
Address 2	Enrollee Street Address	If present	CHAR	55
City	Enrollee City	May be blank if other than USA	CHAR	30
State	Enrollee State	May be blank if other than USA	CHAR	2
Zip Code	Enrollee Zip Code	Zipcode 5 plus 4 when supplied May be blank if other than USA	CHAR	10
Country	Enrollee Country	All countries reported including USA	CHAR	3
Dependent Number	Dependent Number	Assigned unique number of each dependent (i.e. 02, 03, and so on). Numbers may not be sequential.	CHAR	2
Dependent Type	Dependent Type	See chart below	CHAR	2
Dependent Last Name	Dependent Last Name		CHAR	30
Dependent First Name	Dependent First Name		CHAR	30
Dependent Middle Initial	Dependent Middle Initial		CHAR	1
Birthdate	Dependent Date of Birth	YYYYMMDD	DATE	8
Sex	Dependent Gender	M = Male F = Female U = Unknown ' ' = Blank	CHAR	1
Eligibility Status	Eligibility Status	See chart below	CHAR	1

Dependent Type	Code
Spouse	SP
Spouse/Domestic Partner	DP
Son	S
Daughter	D
Other Dependent	O

Eligibility Status	Code
Amnesty	A
Eligibility Verified	B
No/Incomplete Response	D
Not Eligible as Spouse or Domestic Partner	C
Not Eligible as Full Time Student	D

Return on Investment Calculation - Example

Example: There are 100 dependents enrolled in NYSHIP; 6 are determined to be ineligible for NYSHIP benefits:

- 4 are enrolled in the Empire Plan; savings is based on their average claims experience
- 2 are enrolled in HMOs; removing the ineligible dependents, as they were the only dependents listed, results in the enrollee's coverage changing from Family to Individual.
- 3 of the 6 dependents are also Medicare eligible

The Savings and the Return on Investment relative to the six dependents determined to be ineligible are calculated as follows:

A. **Annualized Savings for Dependents Currently Enrolled in the Empire Plan or SEHP**

	Total Claims 2002 - 2007	# Months Enrolled in Empire Plan or SEHP 2002 - 2007	Average Monthly Claims Paid	12 Months	Annualized Claims Paid
	a	b	c=a/b	d	e=c*d
Dependent A	\$10,000	60	\$167	12	\$2,004
Dependent B	\$5,000	48	\$104	12	\$1,248
Dependent C	\$0	13	\$0	12	\$0
Dependent D	\$500	7	\$71	12	\$852
Total Empire Plan/SEHP Savings (A):					\$4,104

B. **Annualized Savings for Dependents Currently Enrolled in an HMO**

	2008 Annual Family Net Premium	2008 Annual Individual Net Premium	Annualized Savings
	a	b	c=a-b
Dependent E	\$12,000	5,000	\$7,000
Dependent F	\$11,000	4,800	\$6,200
Total HMO Savings (B):			\$13,200

C. **Annualized Savings for Dependents Currently Medicare Eligible**

	Monthly Medicare Part B Reimbursement	12 Months	Annualized Savings
Dependent A	\$96.40	12	\$1,156.80
Dependent B	\$96.40	12	\$1,156.80
Dependent E	\$96.40	12	\$1,156.80
Total Medicare Part B Reimbursement Savings (C):			\$3,470

Total Savings and Return on Investment Calculation	
Total Savings (D)=(A)+(B)+(C)	\$20,774.40
Total Cost of Project (E)	\$5,000
ROI (F)=(D)/(E)	4.2

**NYS Dependent Eligibility Audit Services
Quoted Flat Fees for DEAS (1)**

Instructions

(1) Quote in the space provided an all-inclusive (includes all postage costs) Flat Fee for each task based on the total number of family contracts below. **Note:** fees must be expressed in fixed dollar amounts (e.g. \$100,000). The Department or the Offeror may initiate negotiations to adjust the single flat fee for the (1) the administration of the Amnesty Period for NYS, PE and PA dependents, (2) the audit of State and PE dependent eligibility or (3) the audit of PA dependent eligibility, in the event the actual referral of family contracts is 10% less than or 10% greater than the family contract count at the time the RFP is released. Any agreement regarding any changes in the proposed fee must be through amendment to the contract as approved by the Office of the State Comptroller.

(2) Total New York State, Participating Employer and Participating Agency Contracts as of June, 2008	326,517
(3) Total New York State and Participating Employer Family Contracts as of June, 2008	208,792
(4) Total Participating Agency Family Contracts as of June, 2008	117,725

A. Quote the Flat Fee for the Administration of the Amnesty Period for New York State, Participating Employer and Participating Agency Dependents (2)	\$	
B. Quote the Flat Fee for the New York State and Participating Employer Dependent Eligibility Audit (3)	\$	
C. Quote the Flat Fee for the Participating Agency Dependent Eligibility Audit (4)	\$	
D. Total (A + B + C = D)	\$	

**New York State Department of Civil Service
Dependent Eligibility Audit Services
Pre-Proposal Conference
July 2, 2008**

Chojnacki, David, BUDCO
Paul, Kim, BUDCO
Sortisio, Dominica, BUDCO

Serafini, Fred, Consova

Benjamin, Deborah, Healthcare Data Management

Gerver, Howard, HR Best Practices

Murphy, Brian, KPMG

Kelly, Jim, Secova

Firms that did not attend the Pre-Proposal Conference

The HayGroup
Automatic Data Processing (ADP)

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STATE OF NEW YORK
DEPARTMENT OF CIVIL SERVICE

Dependent Eligibility Audit Services
Preproposal Conference

DATE: July 2, 2008

TIME: 10:01 to 10:37 a.m.

LOCATION: 80 South Swan Street
Room 354
Albany, New York 12242

BEFORE: Linda Burk
Procurement Manager
Employee Benefits Division
NYS Department of Civil Service
80 South Swan Street
Albany, New York 12242

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1 Dependent Eligibility Audit Services - 7-2-2008

2 APPEARANCES:

3

4 FOR DEPARTMENT OF CIVIL SERVICE:

5

6 Linda Burk

7 Pam Fetcho

8 David Boland

9 Robert DuBois

10 ATTEENDEES:

11 Howard Gerver

12 Jim Kelly

13 David Chojnacki

14 Brian Murphy

15 Fred Serafini

16 Kim Paul

17 Dominica Sortisio

18

19

20

21

22

23

24

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1 Dependent Eligibility Audit Services - 7-2-2008

2 (The preposposal conference

3 commenced at 10:01 a.m.)

4 MS. BURK: Good morning. My

5 name's Linda Burk, procurement manager for the

6 Employee Benefits Division. I'd like to welcome

7 you to the dependent eligibility audit services

8 preposposal conference.

9 There are a few items I'd like to

10 go over before we begin answering your questions.

11 If you have not already done so, please sign in

12 over at the table.

13 Exhibit One-K is the offeror's

14 affirmation of understanding and agreement,

15 pursuant to the Lobbying Act and concerns contact

16 during the procurement's restricted period.

17 Exhibit One-K is mandatory and should have been

18 completed prior to today's conference. If you have

19 not, you must step outside at this time and

20 complete the form. Also, agency policy is found in

21 Exhibit One-L of the R.F.P., and must carefully

22 reviewed.

23 Exhibit One-J, notice of bidding

24 intention form, is not mandatory, but in order to

Page 4

1 Dependent Eligibility Audit Services - 7-2-2008

2 receive updated information or notice of amendments

3 to the R.F.P., I would advise you to complete this

4 exhibit. I have copies which you may complete

5 before you leave today.

6 Please remember it is extremely

7 important that you do not attempt to contact anyone

8 other than myself for questions or issues

9 concerning this R.F.P. The e-mail address and

10 phone number can be found in Section II of the

11 R.F.P.

12 There are requirements for the

13 offeror's administrative proposal submission,

14 including the minimum mandatory requirements that

15 must be satisfied to qualify an offerer to be

16 considered for selection. These requirements can

17 be found in section three of the R.F.P.

18 Exhibit One-A is a checklist

19 provided to assist you in making sure everything

20 required has been included in your proposal. It is

21 highly recommended that you complete the checklist.

22 Please be sure to submit the

23 administrative, technical, and cost proposals

24 separately. Under no circumstances should cost

Page 5

1 Dependent Eligibility Audit Services - 7-2-2008

2 information be included with the administrative or

3 technical proposals. Submission of twelve

4 separately bound hard copies, two originals plus

5 ten copies of each of the three parts, and one C.D.

6 for each part is required.

7 Finally, I must also remind you

8 that failure to submit Exhibit One-C, request for

9 redactions, may result in disclosure of all

10 material provided in your proposal, if requested,

11 pursuant to the New York State Freedom of

12 Information Law. You should take note of this

13 requirement in section two and follow the

14 procedures regarding FOIL.

15 The purpose of our meeting today

16 is to answer questions that you may have regarding

17 the dependent eligibility audit services R.F.P.

18 released on June 18th, with proposals being due

19 July 31st.

20 Official written responses to all

21 questions asked today, or submitted by mail or

22 e-mail prior to the July 3rd deadline, will be

23 posted to the Web site on or about July 11th. Only

24 the written official responses will be deemed

2 (Pages 2 to 5)

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1 Dependent Eligibility Audit Services - 7-2-2008
2 controlling. Responses are not official until they
3 are posted to the Web site.
4 We're being recorded, so I would
5 ask that you please state your name and the name of
6 your organization before asking your question.
7 If you can't hear at any point in
8 time, please let me know.
9 At this time I'd like to
10 introduce the panel. We have Robert DuBois, the
11 director of the Employee Benefits Division, Dave
12 Boland, assistant director of contract management
13 and Pam Fetcho, contract manager for the dependent
14 eligibility audit services.
15 You want to start? Do you have
16 any questions?
17 MR. GERVER: Sure. Howard Gerver
18 with H.R. Best Practices. I know it's never about
19 the money, but it's always about the money, so I'll
20 just jump in right there. I'm from New York, so
21 excuse me.
22 So, could you provide some extra
23 color regarding the three-to-one return that you're
24 looking for? Color in terms of just --.

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1 Dependent Eligibility Audit Services - 7-2-2008
2 MR. GERVER: Okay.
3 MR. DUBOIS: And I think there's
4 quite a bit of detail in the R.F.P. regarding that.
5 The only per-capita basis for quantifying savings
6 are dependents who would be Medicare -- removed
7 dependents who are Medicare eligible, because we
8 reimburse Medicare Part B premium, so we're
9 crediting that amount as savings.
10 And our H.M.O. enrollment is
11 community-rated, so we're counting premium for
12 H.M.O. enrollments, but the vast majority of the
13 persons covered under the State Health Insurance
14 Program are enrolled in the Empire Plan, and we are
15 using a claims-based formula for that part of the
16 calculation and that is --
17 MR. GERVER: Okay. Thank you.
18 MR. DUBOIS: -- where we would
19 expect most of the savings to be.
20 MR. GERVER: Thank you.
21 MS. FETCHO: And also, if you
22 look at Exhibit Three-H, that gives an example of
23 how the return-on-investment calculation would be
24 done. So that might help clarify for you any other

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1 Dependent Eligibility Audit Services - 7-2-2008
2 MR. DUBOIS: Green.
3 MR. GERVER: Right.
4 MR. DUBOIS: Green.
5 MR. GERVER: Green. Okay.
6 Great. Well, green is good.
7 MR. DUBOIS: Can you be more
8 specific?
9 MR. GERVER: Yeah. Okay. Well,
10 we've had some prior communications over the past
11 year and a half, and our point of view regarding
12 dependent audits is that a claims-based model
13 versus a per-capita-based savings model is more
14 credible, since the claims attached to those
15 confirmed ineligibles will be the true savings. So
16 I was curious if you could share with us, perhaps,
17 your decision around moving towards a
18 per-capita-based model, in conjunction with the
19 three-to-one return you're looking for.
20 MR. DUBOIS: We're not
21 quantifying savings, generally, on a per-capita
22 basis. We're -- we're looking at the claims for
23 those eligible dependents who are removed from the
24 files.

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1 Dependent Eligibility Audit Services - 7-2-2008
2 questions that you might have regarding the
3 calculation.
4 MR. KELLY: Jim Kelly with
5 Secova. You know, it's -- it's one thing to read
6 in an R.F.P. what process or mentality, what you
7 want to have done, but it -- it would be
8 beneficial, I think, if you could just give us a
9 review of what happened, what's behind it, how did
10 the state get there? There's some -- from our
11 experience in state business, there's interesting
12 dynamics that happen when we start terminating
13 eligible dependents, and what happens in the state.
14 So the state's appetite for terminating enrolled
15 dependents; were there any political issues
16 surrounding that issue going into this process?
17 You know, where you are in the -- you described
18 also in the R.F.P. how you intend to slip from an
19 amnesty period to whole audit, and then splitting
20 the population, so just maybe an overall
21 description as to how we got to the R.F.P. over the
22 last couple years of our involvement.
23 MR. DUBOIS: Yeah, I mean, we
24 became aware of eligibility audit activities that

3 (Pages 6 to 9)

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1 Dependent Eligibility Audit Services - 7-2-2008
 2 some of the, you know, larger private sector
 3 corporations were doing. And we did an R.F.I. We
 4 also reached out to other governmental entities and
 5 looked at some -- I think Georgia, it was, had done
 6 their own in-house work, and we came to the
 7 conclusion that one, in an activity like this, time
 8 was of the essence. We're looking to generate
 9 savings as quickly as we possibly can, particularly
 10 now given the -- you know, the state's overall
 11 financial situation.

12 And we had looked at the
 13 feasibility of, you know, using our own staff to do
 14 it. We felt that, given the volume that we were
 15 dealing with, the large number of persons, that to
 16 ramp up for such an activity would not be the most
 17 cost-effective solution, so we decided to do the --
 18 the R.F.P. to seek a qualified offeror to -- to
 19 perform those services.

20 I -- I'm not quite sure where you
 21 were going with your question regarding the state's
 22 appetite for --.

23 MR. KELLY: I mean, we've,
 24 through a number of discussions with a number of

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1 Dependent Eligibility Audit Services - 7-2-2008
 2 having to -- to utilize those other resources.
 3 MR. KELLY: Thank you.
 4 MR. CHOJNACKI: Yeah, Dave
 5 Chojnacki from BUDCO. A question in section three
 6 of the -- I believe it's section three of the
 7 preliminary requirements. You mentioned that the
 8 firm needs to have completed three audits of a
 9 hundred thousand lives or more over the past three
 10 years. Are you defining that as a hundred thousand
 11 contract holders or dependents?

12 MS. FETCHO: Yes.

13 MR. CHOJNACKI: Persons.

14 MR. DUBOIS: Right.

15 MR. DUBOIS: Contract holders and
 16 their dependents. Okay. So combined.

17 MR. DUBOIS: Yes.

18 MR. CHOJNACKI: Thank you.

19 MR. MURPHY: Brian Murphy,
 20 K.P.M.G. As an audit firm, we generally don't have
 21 to enter into agreements, when we're looking into
 22 returns on investment. Would the Department
 23 reconsider revising the model to a fixed fee, be
 24 more in line other state contracts, or are you set

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1 Dependent Eligibility Audit Services - 7-2-2008
 2 different states, about when we terminate a
 3 dependent, and they become uninsured, per se, in
 4 the state, what are the issues? Is that a
 5 political issue for the governor; is that a
 6 political issue for the state agencies, as you --
 7 when it winds up in the newspaper that you're
 8 terminating enrolled dependents?

9 MR. DUBOIS: Well, yeah, I -- I

10 think from -- we have a fiduciary obligation --

11 MR. KELLY: Right.

12 MR. DUBOIS: -- to the plan's
 13 participants. And that includes the state, you
 14 know, itself, as a contributor to the state
 15 employees who make a contribution, and retirees who
 16 make a premium contribution towards the plan; also
 17 to the local government participants. So, our --
 18 our financial obligation -- our fiscal -- fiduciary
 19 obligation is to the plan, and that's where we're
 20 coming from.

21 The -- you know, the -- there is
 22 potential, of course, that this will result in some
 23 persons becoming uninsured. It might also result
 24 in persons who have availability of other insurance

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1 Dependent Eligibility Audit Services - 7-2-2008
 2 on the return-investment model?

3 MR. DUBOIS: The -- we -- the

4 pricing is not a return on investment. We're
 5 looking for a fixed price, with a guarantee return
 6 on investment. So, if you don't have the return on
 7 investment, you don't get paid up to that amount.

8 MR. GERVER: You bring it back
 9 down and then adjust, so you guarantee the three to
 10 one, is that --?

11 MR. DUBOIS: Correct.

12 MR. GERVER: Okay. And does that
 13 include out-of-pocket costs such as postage, et
 14 cetera, or are those separate from the -- is this
 15 how you made your best practices, or is that carved
 16 out, if you will, of the return?

17 MR. DUBOIS: The fees are all the
 18 fees that are under this contract, so it would
 19 include postage and everything.

20 MR. KELLY: Jim Kelly -- oh, go
 21 ahead.

22 MS. FETCHO: Yeah, I -- I'd --
 23 I'd just like to -- to go back and clarify the
 24 previous question on the minimum mandatory

4 (Pages 10 to 13)

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1 Dependent Eligibility Audit Services - 7-2-2008
2 requirements of a hundred thousand or more covered
3 lives. That -- that does not have to be within a
4 three-year period. I -- I think we asked for
5 references --
6 FROM THE FLOOR: Okay. Right.
7 MS. FETCHO: -- within three
8 years, but that's not needed to satisfy the minimum
9 mandatory. We just -- the minimum mandatory is
10 just D.E.A.'s -- D.E.A.S.'s search for three
11 clients, a hundred thousand or more covered lives,
12 and it doesn't have to be within the three-year
13 period.
14 MR. KELLY: Jim Kelly with
15 Secova. Can you describe the state's benefits
16 calendar, when does open enrollment happen --?
17 MR. DUBOIS: Well, there's -- I
18 mean, there is no open enrollment. There is an
19 option-transfer period. Open enrollment being a
20 person who's not currently enrolled being allowed
21 to come in and enroll with no waiting period or
22 other penalty. But there's --.
23 MR. KELLY: So there's no renewal
24 anniversary date for your health plans or --?

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1 Dependent Eligibility Audit Services - 7-2-2008
2 MR. KELLY: Sure.
3 MR. DUBOIS: An open-enrollment
4 period would allow them to enroll at will, with no
5 waiting period or no medical proof.
6 MR. KELLY: Right.
7 MR. DUBOIS: Okay?
8 MR. KELLY: My description of
9 what I'm trying to get to is --
10 MR. DUBOIS: Is a transfer?
11 MR. KELLY: -- is that we send
12 enroll -- we send kits to employees --
13 MR. DUBOIS: Yeah.
14 MR. KELLY: -- that describe
15 their --
16 MR. DUBOIS: Okay. We refer
17 to --
18 MR. KELLY: -- benefits, and they
19 can --.
20 MR. DUBOIS: -- we refer to that
21 as an option transfer.
22 MR. KELLY: Option transfer. And
23 option transfer happens at what time of year?
24 MR. DUBOIS: During the month of

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1 Dependent Eligibility Audit Services - 7-2-2008
2 MR. DUBOIS: There -- yeah, the
3 plans are on a calendar-year basis.
4 MR. KELLY: Okay.
5 MR. DUBOIS: We do allow retirees
6 to change options at any time, but only once during
7 a twelve-month period. But regular employees it's
8 an annual transfer period that usually occurs
9 during the month of December.
10 MR. KELLY: So, for the existing
11 population there's no open -- annual enrollment
12 period that happens in the fall, or in January?
13 MR. DUBOIS: Well, I -- I think I
14 want to --.
15 MR. KELLY: That's my
16 terminology.
17 MR. DUBOIS: Okay. Yeah, I mean,
18 the term "open enrollment," from our perspective,
19 is a -- is a different thing than an
20 option-transfer period. Open enrollment -- an
21 employee who is eligible for coverage, but for
22 whatever reason chooses not to obtain it, and then
23 seeks to become covered, is subject to a waiting
24 period.

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1 Dependent Eligibility Audit Services - 7-2-2008
2 December typically --
3 MR. KELLY: Okay.
4 MR. DUBOIS: -- for coverage
5 effective January 1. Or if you read the
6 description, I believe that there's details in
7 there. State employees are paid on two alternate
8 biweekly payroll schedules, an administrative
9 payroll schedule and an institutional payroll
10 schedule. So someone is getting a paycheck every
11 week, but any individual employee, it's two weeks
12 apart.
13 MR. KELLY: Right.
14 MR. DUBOIS: Typically January
15 1st will -- the effective dates will straddle
16 January 1st, so it might be December 26th for one
17 group and January 2nd for the other. And then the
18 third group are people who are covered on a monthly
19 basis, which includes the local governments and
20 retirees.
21 MR. KELLY: Okay. And
22 communications for the options transfer, out to the
23 population, begin at what time?
24 MR. DUBOIS: Typically they're

5 (Pages 14 to 17)

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1 Dependent Eligibility Audit Services - 7-2-2008
2 out right around the end -- right around
3 Thanksgiving.

4 MR. KELLY: Okay.

5 MR. GERVER: Howard Gerver, H.R.
6 Best Practices. Along the vein of the process
7 question that was just asked, can you describe a
8 little bit about the governance around the -- the
9 current dependent-verification process for those
10 people that are in the plan, in terms of are people
11 required to show the requisite documentation as
12 they enroll, or maintain --?

13 MR. DUBOIS: Yes. Currently a
14 new employee, for example, coming in, who wishes to
15 enroll for family coverage, you know, needs to
16 present a set of documentation, which I believe is
17 described in the R.F.P.; is it not?

18 MS. FETCHO: It is. And there's
19 several exhibits that go into a little more detail
20 about what documentation is required for the
21 different types of dependents.

22 MR. DUBOIS: But basically they
23 have to show the proofs of eligibility to their
24 health benefits administrator, who is an employee

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1 Dependent Eligibility Audit Services - 7-2-2008
2 dependents who are not eligible, but actually
3 persons who are not, in fact, employees. That is
4 outside the scope of this particular audit
5 activity, but you know, we just wanted -- wanted
6 you to be aware of -- of the situation.

7 MR. GERVER: Can we propose
8 additional services as well, like along the lines
9 of --?

10 MR. DUBOIS: Well, let me -- let
11 me -- I was going to provide a caution to all
12 potential offerors. One is look carefully at the
13 minimum mandatory requirements. They are not
14 negotiable. They must be satisfied in order for
15 your proposal to be considered.

16 Secondly, look very carefully at
17 the requirements. We are not, in this instance,
18 prescribing a specific process for you to use, but
19 again, you need to address the requirements. If
20 you have an -- an alternative approach that is
21 outside the requirements of the R.F.P., you should
22 respond in detail to the R.F.P.'s requirements, and
23 propose an alternative in the separate alternative
24 section.

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1 Dependent Eligibility Audit Services - 7-2-2008
2 typically in the personnel office of the agency
3 where they work. And those -- you know, those
4 documents are then -- they -- if they bring
5 original source documents, they're returned to the
6 employee. We are not confident that agency health
7 benefits administrators maintain copies of those
8 records. Much of the administration is
9 decentralized and we're looking to make sure that,
10 you know, gaps are plugged there.

11 We also feel that there is
12 probably a greater level of vulnerability at the
13 local government level, where again, the -- our
14 ability to monitor the situation is far -- far less
15 than it is on the -- in the case of a state
16 employee.

17 For example, we know if a person
18 is enrolled by a state agency, because we need to
19 take a deduction from their paycheck. So if
20 there's no paycheck, there's, you know, no proof of
21 in fact that this person is an employee.

22 On the local government side, we
23 bill the agency for the full premium, so they could
24 have enrolled persons, you know, not only

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1 Dependent Eligibility Audit Services - 7-2-2008
2 So, if you fail to -- to meet the
3 requirements of the R.F.P., your proposal will
4 either be rejected outright if it's a minimum
5 mandatory, or will score low against any of the
6 program requirements. So you should satisfy the
7 R.F.P. If you have a better way of doing it,
8 propose that as an alternative.

9 MR. SERAFINI: Fred Serafini from
10 Consova. I didn't notice in the time line a
11 potential site visit. Are you considering a site
12 visit if you get to the point of finalists?

13 MR. DUBOIS: Yeah, we -- we
14 probably might. You know, management interviews
15 and site visits are optional requirements, are
16 optional activities for the procurement. And I --
17 that -- that would be dependent on what the
18 situation is when -- when we get there.

19 MR. SERAFINI: Thank you.

20 MS. PAUL: This is Kim Paul from
21 BUDCO. Can you narrow down how many sets of unique
22 eligibility we're looking at with the unions? Is
23 there just one set of eligibility, or does each
24 group have their own unique eligibility criteria?

6 (Pages 18 to 21)

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1 Dependent Eligibility Audit Services - 7-2-2008
2 MR. DUBOIS: Eligibility criteria
3 are consistent in each of the bargaining units.
4 Local governments have differing eligibility
5 criteria for employees, but the dependent
6 eligibility criteria are consistent across the
7 entire program.
8 MR. GERVER: Do you have a --
9 Howard Gerver with H.R. Best Practices. Do you
10 have a -- and I apologize again if this is in the
11 R.F.P., but do you have a preferred method of data
12 collection in terms of the documents that would be
13 on site at your local entity level, or whether it
14 be sent in to a service center?
15 MS. FETCHO: Are you referring to
16 the documentation you would receive from the
17 enrollee?
18 MR. GERVER: I'm sorry?
19 MS. FETCHO: Are -- are you
20 referring to the documentation you would receive
21 from the enrollee?
22 MR. GERVER: Yes, in terms of the
23 proof.
24 MS. FETCHO: All right. Yeah.

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1 Dependent Eligibility Audit Services - 7-2-2008
2 preferred method; we didn't -- but we didn't
3 specify. I -- I would imagine on-site collection
4 would be time consuming, disruptive in the
5 workplace.
6 Some of our workplaces are
7 secure, of course. We have prisons and other
8 secure facilities where, you know, that kind of
9 activity would be disruptive. And obviously also
10 we have twenty-four/seven employment, so I guess
11 we'd anticipated that it would be a mail-in, had
12 not anticipated any kind of on-site collection.
13 MR. GERVER: Well, you answered
14 part of the question. So, in the event that it was
15 on-site versus mail, what would the access to the
16 population be, in I think you mentioned, a secure
17 environment?
18 MR. DUBOIS: Yeah, I -- I just --
19 I don't think that on-site is a feasible approach
20 for our -- for our work force.
21 We also have a very distributed
22 work force. You know, for example, a forest ranger
23 in the Adirondacks is probably the only employee
24 within thirty miles.

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1 Dependent Eligibility Audit Services - 7-2-2008
2 In -- in the R.F.P. it does describe our desire to
3 have an imaged file transmitted to us, probably in
4 a .tif format, so that we could then load that into
5 our imaging system.
6 MR. DUBOIS: I -- I think,
7 though, if I understood the question correctly, it
8 was do you -- do we expect you to go out to the
9 workplace to obtain this document?
10 MR. GERVER: Well, I'm just
11 throwing some options out there. Yeah, but
12 basically, it could be done --
13 MR. DUBOIS: We --
14 MR. GERBER: -- on site, or it
15 could be --?
16 MR. DUBOIS: -- we did not
17 specify.
18 MR. GERVER: Right.
19 MR. DUBOIS: And -- and I think
20 we probably envisioned this, you know, that the
21 documents would be sent to a service center. You
22 know, based on information we received from our
23 request for information, that seemed to be the
24 prevailing method and would probably be the

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1 Dependent Eligibility Audit Services - 7-2-2008
2 MR. KELLY: That's a long site
3 visit.
4 MR. DUBOIS: Yeah.
5 MS. PAUL: This is Kim Paul from
6 BUDCO again. The file layouts that were included
7 in the R.F.P. have a lot of information, but we
8 found that potentially there's additional
9 information that would be very helpful for a
10 program of this nature. Is that a flexible option
11 to include additional information in your file
12 layouts to us?
13 MR. DUBOIS: I think consistent
14 with my prior comment, your --
15 MS. PAUL: The minimal?
16 MR. DUBOIS: -- yeah, right. But
17 you know, we don't -- we certainly would reserve
18 the right to consider adding elements to the file
19 layout, you know, in order to facilitate the
20 enroll -- the -- the audit. So, your response
21 should be based on what was presented in the
22 R.F.P., but with the understanding that we would
23 certainly -- we're looking to make this thing go as
24 quickly and as efficiently as possible, so we would

7 (Pages 22 to 25)

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1 Dependent Eligibility Audit Services - 7-2-2008
2 be receptive to additional things, but they cannot
3 be a requirement of your proposal.
4 MR. MURPHY: Brian Murphy,
5 K.P.M.G. Has the Department set any performance
6 metrix, in terms of numbers of audits or estimated
7 level of effort, or you know, any budget for the
8 project?
9 MR. DUBOIS: We are requiring
10 that the activity be completed within one year, but
11 we -- you know, we've not -- we're not telling you
12 guys how much money we've got to spend on this.
13 Bid low.
14 MR. GERVER: Well, to that end --
15 this is Howard Gerver with H.R. Best Practices, and
16 to that end of Mr. DuBois' comment about bidding
17 low, assuming that was acceptable to the vendors,
18 would you consider a performance bonus, or you
19 know, certain -- hitting -- hitting certain
20 thresholds, if you will?
21 MR. DUBOIS: We -- well, the
22 contract will be awarded based on the response to
23 the R.F.P. proposal. We reserve the right to
24 negotiate terms that are more favorable to the

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1 Dependent Eligibility Audit Services - 7-2-2008
2 Secova. The R.F.P., in the introduction, mentions
3 a one-time audit of it, and if you go through this
4 year's process and clean up your eligibility, is
5 there a plan for the state to change how you manage
6 dependent enrollment going forward? It's our
7 experience if you don't we're going to be back to
8 the same place in three to five years.
9 MR. DUBOIS: Yeah, well, you
10 know, we -- for those of us who have been with the
11 state for a long time, there was not, when we
12 enrolled originally, the requirement to submit
13 documentation regarding dependents. We've since, a
14 number of years ago, instituted that. Currently
15 we're -- we have a -- as I mentioned, a very
16 decentralized process. Depending on the results of
17 this audit, I think we would assess the value of
18 basically tightening up that process, and exerting
19 greater controls, out on the individual agencies.
20 On the other hand, if we find we
21 have no ineligible dependents, as unlikely as that
22 is, based on everything we've heard from the
23 industry, we would probably not make a change,
24 since the juice wouldn't be worth the squeeze.

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1 Dependent Eligibility Audit Services - 7-2-2008
2 state, always. Under State Finance Law we could
3 not offer additional compensation above what was
4 proposed. I'm going to check with counsel on that
5 just to -- to make sure, but I -- I don't think we
6 had contemplated a performance bonus, and probably
7 not, but again, we'll provide a written response to
8 that question.
9 MR. BOLAND: Just to -- just to
10 clarify the bid-low situation, the award will we
11 made that -- based on a combination of the
12 technical proposal and the cost proposal, so not --
13 not necessarily the lowest-cost bidder will win
14 this thing.
15 MR. DUBOIS: Oh yeah, clearly, I
16 mean, the -- the -- you know --.
17 MR. GERVER: We read that in the
18 R.F.P.
19 MR. DUBOIS: Yeah, it's in there.
20 MR. GERVER: So then, thank you.
21 MR. DUBOIS: So propose a
22 fabulous technical solution and bid low.
23 MR. GERVER: We're there. Okay.
24 MR. KELLY: Jim Kelly with

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1 Dependent Eligibility Audit Services - 7-2-2008
2 MR. KELLY: But on that basis, a
3 response specifically to the specs would provide an
4 alternative pricing model for both the initial and
5 ongoing; is that appropriate?
6 MR. DUBOIS: The R.F.P. does
7 not -- does not request pricing for any kind of
8 ongoing activity, so it won't be evaluated.
9 MR. KELLY: Okay. Enough said.
10 MR. DUBOIS: Were we to do an
11 ongoing process, we would, you know, issue an
12 additional R.F.P. at that time.
13 MR. GERVER: Howard Gerver, H.R.
14 Best Practices. While the R.F.P. laid out those
15 technical specifications, some of them around the
16 criteria, some of the things that I don't believe
17 it mentioned, and my memory -- my memory may be
18 short on this one, but state government experience
19 doing eligibility auditing, or even New York State
20 public-sector dependent-eligibility audit, having
21 that experience. Is there a reason why some of
22 those types of relevant experiences were excluded
23 from the criteria?
24 MR. DUBOIS: As to why we didn't

8 (Pages 26 to 29)

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1 Dependent Eligibility Audit Services - 7-2-2008
2 specifically require --?

3 MR. GERVER: In terms of firms
4 that have experience doing eligibility of auditing
5 for other state governments, as well as other New
6 York State related public-sector
7 dependent-eligibility auditing experience.

8 MR. DUBOIS: We didn't feel that
9 that was a significant differentiator.

10 MR. GERVER: Okay.

11 MS. PAUL: This is Kim from
12 BUDCO. The mention of appeals of what is in the
13 document itself, is there a timing element that you
14 currently administer appeals for dependent
15 eligibility at all?

16 MS. FETCHO: Well, within the
17 context of -- of this process, we currently do not
18 have a dependent-eligibility-audit process. So
19 this appeals, and I -- I think in -- in another
20 part of the R.F.P. we really described it a little
21 differently as opposed to an appeal. That it's an
22 enrollee who submits documentation after the -- the
23 required deadline.

24 You know, if -- if an enrollee is

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1 Dependent Eligibility Audit Services - 7-2-2008
2 state mailing? Is there a percentage that you have
3 come back?

4 MR. DUBOIS: Oh, yeah.

5 MS. SORTISIO: Okay.

6 MR. DUBOIS: Yeah. And we can
7 get that for you.

8 MS. SORTISIO: Okay. Great.

9 MR. DUBOIS: Yeah.

10 MS. SORTISIO: And -- and what is
11 the employee's responsibility to maintain their own
12 address -- their address maintenance? Is there --?

13 MR. DUBOIS: I'm sure in each
14 agency's administrative handbook there's a
15 requirement that employees advise personnel of
16 address changes. We pretty aggressively manage our
17 mail. Most of the documents we send out are sent
18 first class with return, and we make efforts to
19 obtain correct addresses. And we can describe that
20 for you in detail, in the -- in the written
21 response to this, along with what our return rate
22 is.

23 MS. SORTISIO: Thank you very
24 much.

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1 Dependent Eligibility Audit Services - 7-2-2008
2 eligible, or if a dependent is eligible, then no
3 matter when they -- they submit their
4 documentation, they're eligible to be put back
5 on -- on the file. Depending on the circumstance,
6 they might be subject to -- to certain -- a certain
7 waiting periods, or certain times of the -- times
8 of the year to do that.

9 MR. CHOJNACKI: Dave Chojnacki
10 from BUDCO. Language requirements from the state,
11 is everything required to be English as first
12 language? Or is there a special consideration for
13 Spanish-speaking people that would be factored into
14 this, or any other, you know, decision made toward
15 either document information that's forwarded, or a
16 contact center need for a language line?

17 MR. DUBOIS: That was not a
18 requirement of the R.F.P. Again, I think, you
19 know, a solution that contemplated that sort of
20 thing, that would be a basis for evaluation of the
21 technical proposal.

22 MS. SORTISIO: Dominica Sortisio,
23 BUDCO. My question is do you have a typical return
24 on a mass mailing that you have, when you do a

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1 Dependent Eligibility Audit Services - 7-2-2008

2 MR. KELLY: Jim Kelly from
3 Secova. Linda, a question for you, and don't be
4 offended if you -- are all the potential bidders in
5 the room today?

6 MR. DUBOIS: No, they're not;
7 right?

8 MS. BURK: Huh-uh.

9 MR. DUBOIS: We had one firm, I
10 believe, additionally, who advised us they intended
11 to bid, but were not attending today's meeting.

12 MS. BURK: It was not mandatory
13 to be here.

14 MR. KELLY: Right. Thank you.

15 MR. SERAFINI: I'm Fred Serafini
16 from Consova. As additional questions come up, do
17 you prefer phone, e-mail?

18 MS. BURK: I'd prefer e-mail.

19 There was a form --

20 MR. SERAFINI: Okay.

21 MS. BURK: -- I think it's

22 Exhibit One-R.

23 MR. SERAFINI: Okay.

24 MS. BURK: And you can just

9 (Pages 30 to 33)

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1 Dependent Eligibility Audit Services - 7-2-2008
2 attach additional questions to that and e-mail them
3 to me.
4 MR. SERAFINI: All right. Thank
5 you.
6 MR. BURK: And do they tell The
7 due date --?
8 MR. DUBOIS: Yeah, basically all
9 communication regarding the procurement should be
10 in writing.
11 MR. SERAFINI: Okay.
12 MR. DUBOIS: And e-mail is our
13 preferred method, just because it allows us to
14 respond to you more quickly, and --.
15 MR. SERAFINI: Sure.
16 MS. BURK: And they're due
17 tomorrow, in order for us to get them out in a
18 timely fashion.
19 MR. SERAFINI: I'm assuming
20 that's four p.m. east coast time?
21 MS. BURK: Five --
22 MR. SERAFINI: Five.
23 MS. BURK: -- I'll accept.
24 Are there any other questions?

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1 Dependent Eligibility Audit Services - 7-2-2008
2 I, Nathan B. Roberts, do hereby certify that the
3 foregoing was taken by me, in the cause, at the time
4 and place, as stated in the caption hereto, at Page 1
5 hereof; that the foregoing typewritten transcription,
6 consisting of pages number 1 to 35, inclusive, is a
7 true record prepared by me and completed by
8 Associated Reporters Int'l., Inc. from materials
9 provided by me.

10 _____
11 Nathan B. Roberts, Reporter
12 _____ Date

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14 mnr/tdsl/plal
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1 Dependent Eligibility Audit Services - 7-2-2008
2 Okay. Once again, I'd like to
3 remind you that the written questions are due
4 tomorrow at close of business. And the responses
5 will be due on or about July 11th. And if you can
6 read in Exhibit One-J, you'll receive an e-mail
7 notifying you that they've been posted to the Web
8 site.
9 If you intend to submit a
10 proposal in response to this R.F.P., please
11 remember that the proposals are due July 31st, and
12 must be received in the Department by three p.m.
13 And thank you for your interest
14 in this R.F.P.
15 (The preproposal conference
16 concluded at 10:35 a.m.)
17
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ability 19:14 accept 34:23 acceptable 26:17 access 24:15 Act 3:15 activities 9:24 21:16 activity 10:7,16 20:5 24:9 26:10 29:8 adding 25:18 additional 20:8 25:8,11 26:2 27:3 29:12 33:16 34:2 additionally 33:10 address 4:9 20:19 32:12,12 32:16 addresses 32:19 Adirondacks 24:23 adjust 13:9 administer 30:14 administration 19:8 administrative 4:13,23 5:2 17:8 32:14 administrator 18:24 administrators 19:7 advise 4:3 32:15 advised 33:10 affirmation 3:14 agencies 11:6 28:19 agency 3:20 19:2,6,18,23 agency's 32:14 aggressively 32:16 ago 28:14 agreement 3:14 agreements 12:21 ahead 13:21 Albany 1:9,13 allow 15:5 16:4 allowed 14:20 allows 34:13 alternate 17:7 alternative 20:20,23,23 21:8 29:4 amendments 4:2	amnesty 9:19 amount 8:9 13:7 anniversary 14:24 annual 15:8,11 answer 5:16 answered 24:13 answering 3:10 anticipated 24:11,12 apart 17:12 apologize 22:10 appeal 30:21 appeals 30:12,14,19 APPEARANCES 2:2 appetite 9:14 10:22 approach 20:20 24:19 appropriate 29:5 asked 5:21 14:4 18:7 asking 6:6 assess 28:17 assist 4:19 assistant 6:12 Associated 36:8 assuming 26:17 34:19 attach 34:2 attached 7:14 attempt 4:7 ATTENDEES 2:7 attending 33:11 audit 1:3 2:1 3:1,7 4:1 5:1 5:17 6:1,14 7:1 8:1 9:1,19 9:24 10:1 11:1 12:1,20 13:1 14:1 15:1 16:1 17:1 18:1 19:1 20:1,4 21:1 22:1 23:1 24:1 25:1,20 26:1 27:1 28:1,3,17 29:1 29:20 30:1 31:1 32:1 33:1 34:1 35:1 36:1 auditing 29:19 30:4,7 audits 7:12 12:8 26:6 availability 11:24 award 27:10 awarded 26:22 aware 9:24 20:6 a.m 1:7 3:3 35:16	B 8:8 36:2,11 back 13:8,23 28:7 31:4 32:3 bargaining 22:3 based 23:22 25:21 26:22 27:11 28:22 basically 18:22 23:12 28:18 34:8 basis 7:22 8:5 15:3 17:19 29:2 31:20 becoming 11:23 believe 12:6 17:6 18:16 29:16 33:10 beneficial 9:8 benefits 1:11 3:6 6:11 14:15 16:18 18:24 19:7 best 6:18 13:15 18:6 22:9 26:15 29:14 better 21:7 bid 26:13 27:22 33:11 bidder 27:13 bidders 33:4 bidding 3:23 26:16 bid-low 27:10 bill 19:23 bit 8:4 18:8 biweekly 17:8 Boland 2:5 6:12 27:9 bonus 26:18 27:6 bound 5:4 Brian 2:9 12:19 26:4 bring 13:8 19:4 BUDCO 12:5 21:21 25:6 30:12 31:10,23 budget 26:7 Burk 1:10 2:4 3:4,5 33:8 33:12,18,21,24 34:6,16 34:21,23 business 9:11 35:4
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18:9 Depending 28:16 31:5 describe 14:15 16:14 18:7 23:2 32:19 described 9:17 18:17 30:20 description 9:21 16:8 17:6 desire 23:2 detail 8:4 18:19 20:22 32:20 details 17:6 different 11:2 15:19 18:21 differentiator 30:9 differently 30:21 differing 22:4 director 6:11,12 disclosure 5:9 discussions 10:24 disruptive 24:4,9 distributed 24:21 Division 1:11 3:6 6:11 document 23:9 30:13 31:15 documentation 18:11,16 18:20 22:16,20 28:13 30:22 31:4 documents 19:4,5 22:12 23:21 32:17 doing 10:3 21:7 29:19 30:4 Dominica 2:11 31:22 DuBois 2:6 6:10 7:2,4,7,20 8:3,18 9:23 11:9,12 12:14 12:15,17 13:3,11,17 14:17 15:2,5,13,17 16:3,7 16:10,13,16,20,24 17:4 17:14,24 18:13,22 20:10 21:13 22:2 23:6,13,16,19 24:18 25:4,13,16 26:9,16 26:21 27:15,19,21 28:9 29:6,10,24 30:8 31:17 32:4,6,9,13 33:6,9 34:8 34:12 due 5:18 34:7,16 35:3,5,11 dynamics 9:12 D.E.A 14:10	D.E.A.S 14:10 E east 34:20 effective 17:5,15 efficiently 25:24 effort 26:7 efforts 32:18 either 21:4 31:15 element 30:13 elements 25:18 eligibility 1:3 2:1 3:1,7 4:1 5:1,17 6:1,14 7:1 8:1 9:1 9:24 10:1 11:1 12:1 13:1 14:1 15:1 16:1 17:1 18:1 18:23 19:1 20:1 21:1,22 21:23,24 22:1,2,4,6 23:1 24:1 25:1 26:1 27:1 28:1 28:4 29:1,19 30:1,4,15 31:1 32:1 33:1 34:1 35:1 36:1 eligible 7:23 8:7 9:13 15:21 20:2 31:2,2,4 Empire 8:14 employee 1:11 3:6 6:11 15:21 17:11 18:14,24 19:6,16,21 24:23 employees 11:15 15:7 16:12 17:7 20:3 22:5 32:15 employee's 32:11 employment 24:10 English 31:11 enroll 14:21 16:4,12 18:12 18:15 25:20 enrolled 8:14 9:14 11:8 14:20 19:18,24 28:12 enrollee 22:17,21 30:22,24 enrollment 8:10 14:16,18 14:19 15:11,18,20 28:6 enrollments 8:12 enter 12:21 entire 22:7 entities 10:4	entity 22:13 environment 24:17 envisioned 23:20 essence 10:8 estimated 26:6 et 13:13 evaluated 29:8 evaluation 31:20 event 24:14 example 8:22 18:14 19:17 24:22 excluded 29:22 excuse 6:21 exerting 28:18 exhibit 3:13,17,21,23 4:4 4:18 5:8 8:22 33:22 35:6 exhibits 18:19 existing 15:10 expect 8:19 23:8 experience 9:11 28:7 29:18 29:21 30:4,7 experiences 29:22 extra 6:22 extremely 4:6 e-mail 4:9 5:22 33:17,18 34:2,12 35:6 F fabulous 27:22 facilitate 25:19 facilities 24:8 fact 19:21 20:3 factored 31:13 fail 21:2 failure 5:8 fall 15:12 family 18:15 far 19:14,14 fashion 34:18 favorable 26:24 feasibility 10:13 feasible 24:19 fee 12:23 feel 19:11 30:8
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