

**NEW YORK STATE DEPARTMENT OF CIVIL SERVICE**

**and**

**DIALOGDIRECT, INC.**

**AGREEMENT NO. C000747**

This Agreement ("Agreement") is entered into by and between New York State Department of Civil Service ("Department" or "DCS"), having its principal office at the Empire State Plaza, Albany, NY, 12239 and DialogDirect, Inc. ("Contractor"), a corporation authorized to do business in the State of New York with a principal place of business located at 13700 Oakland Avenue, Highland Park, MI 48203. The foregoing are collectively referred to as "the Parties".

**WITNESSETH**

**WHEREAS**, Civil Service Law Article XI ("CSL") authorizes and directs the President of the State Civil Service Commission and New York State Department of Civil Service ("President") to establish a health benefit plan for the benefit of State employees, retirees, and their dependents, Participating Employers' Employees, Retirees, and their Dependents and Participating Agencies' Employees, Retirees, and their Dependents; and

**WHEREAS**, CSL authorizes and directs the President to purchase a contract or contracts to provide the benefits under the health benefit plan; and

**WHEREAS**, the Department requires the services of a contractor to produce and distribute employee benefit cards ("EBC") on behalf of the Department to individuals covered under The Empire Plan; and

**WHEREAS**, the Department issued an Invitation for Bid ("IFB") entitled "Employee Benefit Card (EBC)" on June 12, 2024, which was amended on July 23, 2024, to secure the services of a qualified organization to supply EBCs; and

**WHEREAS**, the Contractor submitted a Bid in response to the IFB; and

**WHEREAS**, after thorough review and evaluation by NYS of bid submissions received in response to the IFB, the Contractor's Bid Submission was selected as representing the lowest Empire Plan Projected Cost to the Department by a responsive and responsible bidder; and

**WHEREAS**, the Department, in reliance upon the expertise of the Contractor, desires to engage the Contractor to deliver Project Services, pursuant to the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and provisions contained herein, the Parties agree as follows:

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**SECTION I: TERM**

*KW*  
*DCS*  
*DMC*  
Dialog  
~~The Contract will take effect and commence upon approval of the Contract by the New York State Office of the State Comptroller (OSC) (Effective Date). The term of the Contract shall include an Implementation Period of a minimum of 60 Calendar Days, plus 5 years of Project Services which shall begin on the Project Services Start Date (Services Start Date) and end on May 31, 2030 (End Date). [Note: The Project Services Start Date is June 1, 2025, or 60 Calendar Days after the Effective Date, whichever is later, and continue through and including May 31, 2030 (End Date).]~~

In accordance with New York State policy and New York State Finance Law section 112(2), the resulting contract is deemed executory until it has been approved by the New York State Attorney General's Office (AG) and approved and filed by the New York State Office of the State Comptroller (OSC).

**SECTION II: INTEGRATION, MERGER AND ORDER OF PRECEDENCE**

- 2.1 The Agreement shall be comprised solely of the following documents which, in the event of an inconsistency or conflicting terms, shall be given precedence in the order indicated:
- 2.1.1 Appendix A (Standard Clauses for New York State Contracts), dated June 2023, attached hereto, is hereby expressly made a part of this Agreement as fully as if set forth at length herein;
  - 2.1.2 Any Amendments to the body of the Agreement;
  - 2.1.3 The body of the Agreement (that portion preceding signatures);
  - 2.1.4 Appendix B (Standard Clauses for All Department Contracts) dated March 2024, attached hereto, is hereby expressly made a part of this Agreement as if set fully forth at length herein;
  - 2.1.5 Appendix C (Information Security Requirements) dated March 2024, attached hereto, is hereby expressly made a part of this Agreement as if set fully forth at length herein;
  - 2.1.9 Appendix D (Insurance Requirements), attached hereto, is hereby expressly made a part of this Agreement as if set fully forth at length herein;
  - 2.1.10 The following Exhibits attached and incorporated by reference to the body of the Agreement:

- b. Exhibit 2, which consists of the Sample Empire Plan Employee Benefit Card and Card Carrier;
- c. Exhibit 3: "Contract Fees", which sets forth the Contractor's Fees for Project Services;
- d. Exhibit 4, which consists of the Sample Card Detail Report;
- e. Exhibit 5, which consists of the Sample Card Summary Report;
- f. Exhibit 6, which consists of the Sample Data Load Count Report;
- g. Exhibit 7, which consists of the Sample Address Change Report;
- h. Exhibit 8, which consists of the Sample Employee Benefit Card Envelope;
- i. Exhibit 9, which consists of the Sample Quarterly Performance Report;
- j. Exhibit 10, which consists of the Sample Empire Plan Card File Layout;
- k. Exhibit 11, which consists of the Employee Benefit Cards Production Scenarios; and

DCS KW

- l. Exhibit 12, which consists of the Empire Plan Crosswalk.

Dialog DC

(Note: Exhibits are referenced as Exhibit X or IFB Exhibit X)

- 2.2 Only documents expressly enumerated above shall be deemed a part of the Agreement, and references contained in those documents to additional Contractor documents not enumerated above shall be of no force and effect.
- 2.3 All prior agreements, representations, statements, negotiations, and undertakings are superseded. All statements made by the Department shall be deemed to be representations and not warranties.
- 2.4 Nothing contained in this Agreement, expressed or implied, is intended to confer upon any person, corporation, or other entity, other than the Parties hereto and their successors in interest and assigns, any rights or remedies under or by reason of the Agreement.

### **SECTION III: MODIFICATIONS AND CLARIFICATIONS**

- 3.1 In the event that laws or regulations enacted by the federal or State government, ratified collective bargaining agreements with unions representing New York

State employees or any other factor, as solely determined by the Department, have an impact upon the performance or requirements of the Project Services in such a manner that the Department determines that modifications of the Project Services are necessary, the Department shall notify the Contractor of the required modifications. Such written notice shall provide the Contractor with a reasonable time period to implement such revisions or modifications.

To the extent that any of the modifications required under this section constitute a material and substantial change in the Project Services which the Contractor would be required to perform or deliver under this Agreement, either Party may submit a written request to the other Party to initiate review of the Project Services fee(s) and guarantees under the Agreement to address such modifications. All requests must be accompanied by appropriate documentation including justification for any modification in associated fees. If agreed to, the modification(s) will be reduced to writing and signed by both Parties in the form of an Amendment to the Agreement, subject to OSC approval.

- 3.2 For purposes of clarification, **Envelope** means a flat paper container with windows and a sealable flap, used to enclose the Card Carrier and Employee Benefit Card(s).

#### **SECTION IV: LEGAL AUTHORITY TO PERFORM**

- 4.1 The Contractor represents that it possesses the legal authority to perform Project Services in accordance with the terms and conditions of the Agreement.
- 4.2 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 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.
- 4.3 The Contractor shall provide the Department with prompt notice in writing of the initiation of any legal action or suit which relates in any way to the Agreement, or which may affect performance of the Contractor's duties under the Agreement.

#### **SECTION V: PROJECT SERVICES**

- 5.1 The Contractor is responsible for providing Project Services as set forth in Section V in such a manner as to comply with the requirements in this Agreement and for meeting all contractual obligations in this Agreement, including all exhibits, and any subsequent amendments mutually agreed to in writing between the Parties including:

- 5.1.1 Producing and distributing new, duplicate, and replacement EBCs on

behalf of the New York State Department of Civil Service ("Department" or "DCS") to individuals covered under The Empire Plan; and

- 5.1.2 Creating and distributing associated Management Reports to the Department to manage the contract; and
- 5.1.3 Working with Empire Plan administrators on the implementation of a digital ID card, which would include providing the administrators or the Department digital images of Empire Plan ID cards.

## 5.2 Implementation Period Requirements

At the commencement of the Implementation Period, the Contractor will be provided with a test data file, containing detailed benefit card data elements (EBC Data File) shown in the *Sample Empire Plan Card File Layout* (Exhibit 10) and the *Empire Plan Crosswalk* (IFB Exhibit 12) that contain *Benefit Programs* (IFB Exhibit 11) and the corresponding In-Network Out-of- Pocket Limits and Non-Network deductibles and coinsurance for all negotiating units. The Contractor must utilize the test EBC Data File and the *Empire Plan Crosswalk* (IFB Exhibit 12) to create physical and digital sample EBCs, Card Carriers and Envelopes within 20 Business Days of the receipt of the file. The samples produced must demonstrate to the satisfaction of the Department that the resulting Contractor is prepared to produce and distribute the EBCs in all possible production scenarios as set forth in *Employee Benefit Cards Production Scenarios* (Exhibit 11). The Contractor must make any changes to the EBCs, Card Carriers and Envelopes as directed by the Department, at the Department's sole discretion, to meet the specifications as set forth in this Contract.

## 5.3 Materials, Processing and Prototype Specifications

The Contractor must comply with the following Materials, Processing and Prototype Specifications:

- 5.3.1 The materials used in the production of EBCs, Card Carriers and Envelopes shall meet the materials specifications set forth in the *Employee Benefit Card Specifications* (Exhibit 1) of this Contract.
- 5.3.2 The Contractor may utilize any combination of offset, digital or flexographic methods for producing a durable EBC that meets the specifications of the IFB.
- 5.3.3 The layout of the EBC, Card Carrier and Envelope shall meet the Prototype and Information Specifications set forth in the *Employee Benefit Card Specifications* (Exhibit 1). A sample of the current EBC, Card Carrier, and Envelope is set forth in the *Sample Empire Plan Employee Benefit Card and Card Carrier* (Exhibit 2) and *Sample Employee Benefit*

*Card Envelope* (Exhibit 8).

- 5.3.4 Within 10 Business Days after commencement of the Contract, the Contractor shall submit prototypes of the Contractor's EBC, Card Carrier and Envelope to the Department. The Department shall, in its sole discretion, determine if the Contractor's EBC, Card Carrier, and Envelope meet the specifications set forth in the *Employee Benefit Card Specifications* (Exhibit 1).
- 5.3.5 The Contractor shall be able to customize, modify, and produce new or modified EBC layouts and Card Carrier contents within sixty (60) Calendar Days' prior notice at the written direction of the Department.
- 5.3.6 The Contractor's production process shall display the enrollee's name and up to five (5) dependents' names on the EBC and attach up to four (4) EBCs with the same enrollee identification number onto a single Card Carrier addressed to the enrollee or dependent, as applicable and insert it in a single Envelope that meets the specifications set forth in the *Employee Benefit Card Specifications* (Exhibit 1). The Contractor must be capable of producing and distributing EBCs in all possible production scenarios as set forth in *Employee Benefit Cards Production Scenarios* (Exhibit 11).
- 5.3.7 The Contractor shall pre-sort and mail the Envelopes containing the EBC(s) and Card Carriers through the U.S. Postal Service (USPS), first class to all enrollees and dependents who reside in the United States and Canada in a manner that ensures compliance with HIPAA requirements and with USPS technology that results in maximum postal discounts.
- 5.3.8 The Contractor should put appropriate controls in place to ensure:
  - a. No defective EBCs, Card Carriers or Envelopes are mailed;
  - b. All EBCs are mailed to the correct cardholder(s); and
  - c. The Department is only invoiced for defective EBCs, Card Carriers or Envelopes or any associated postage charges, produced or mailed by the Contractor that the Department directly caused to be defective.

For purposes of this Section, an EBC, Card Carrier and/or Envelope is defective if:

- i. The EBC, Card Carrier and/or Envelope does not meet the specifications set forth in the *Employee Benefit Card Specifications* (Exhibit 1) of this Contract; or

- ii. The EBC, Card Carrier and/or Envelope does not meet the specifications as modified in writing by the Department; or
- iii. After having been mailed, it is determined by the Department that the EBC(s) was not properly matched with its associated Card Carrier; or
- iv. The cardholder information contained in the EBC Data File provided by the Department is not properly displayed on the EBC and/or Card Carrier.

5.3.9 The Contractor shall ensure that all Program materials including blank EBCs, Card Carriers and/or Envelopes that contain the NYSHIP or NYS or logo pre-printed Program information are securely maintained and properly accounted for by the Contractor.

5.3.10 In the event of unforeseen emergency circumstances which affect the Contractor's ability to adhere to its production cycle, the Contractor shall immediately notify the Department and provide the following:

- a. The circumstance(s) precluding production/delivery; and
- b. A statement of whether or not succeeding production/deliveries will be affected and when the situation will be corrected.

The Contractor shall remain responsible for providing the associated EBCs and reports prior to the following week's production schedule.

#### 5.4 Weekly Card Production and Distribution for New, Duplicate and Replacement EBCs

5.41 The Contractor must produce and distribute EBCs reflecting the data contained in the Department's weekly EBC Data File that comply with EBC specifications, the production cycle and the performance standards set forth in Section 6 of this Contract. There shall be no required variation in the Contractor's standard production services and the distribution of new, duplicate and replacement EBCs.

5.4.2 The Contractor shall produce one EBC for enrollees with individual coverage and two EBCs for enrollees with family coverage who have five (5) or fewer dependents. The Contractor shall produce additional EBCs for enrollees having six (6) or more dependents. Each EBC shall list up to six (6) covered names.

5.4.3 The Department anticipates placing weekly card production orders but may request EBCs on a more frequent basis over the term of the Contract at the costs proposed in the *Price Quotation Form* (IFB Attachment 12)

and identified in *Contract Fees* (Exhibit 3) of this Contract. The Department anticipates requesting new benefit cards for all enrollees and covered dependents (approximately 800,000 to 900,000) in mid-November of each year and may also require additional large card reissues at other times during the year. For the purposes of this Contract, the Department considers large card reissues to be reissuances of Employee Benefit Cards in excess of the normal weekly production cycle. This could occur due to changes in annual out-of-pocket costs as described in section 5.6 below. During each weekly and large production cycle, the Contractor shall complete all Project Services associated with the production and distribution of EBCs. The Department requires testing during the large card reissues. An updated *Empire Plan Crosswalk* (IFB Exhibit 12) will be provided when there are changes to the annual out-of-pocket costs. An updated EBC Data File will also be provided with the negotiating units that have changes to the annual out-of-pocket limits.

- 5.4.5 The Department will transmit to the Contractor a weekly computerized EBC Data File via secure transfer containing detailed benefit card data elements shown in the *Sample Empire Plan Card File Layout* (Exhibit 10) of this Contract.

## 5.5 Management Reports

The Contractor must create and electronically distribute to the Department in a HIPAA-compliant manner, accurate weekly Card Detail, Card Summary Reports, Data Load Counts and Address Change Reports comparable to the *Sample Card Detail Report* (Exhibit 4), *Sample Card Summary Report* (Exhibit 5), *Sample Data Load Count Report* (Exhibit 6), and *Sample Address Change Report* (Exhibit 7). Each report must be provided to the Department within two (2) Business Days from the completion of each production cycle. The Department reserves the right to request reports be sent in paper and/or a searchable electronic format that is acceptable to the Department.

## 5.6 Re-issuance of EBCs

Should the Department require a complete or partial re-issuance of Empire Plan EBCs during the term of the contract, the Department and the Contractor shall mutually agree on the time-period and assigned deadline needed for the Contractor to produce and distribute the EBCs and Management Reports. Each year the federal Patient Protection and Affordable Care Act sets new amounts limiting total network out-of-pocket costs. This federal law requires the inclusion of annual out-of-pocket costs on employee health insurance benefit cards and impacts all NYSHIP plans. The Department will issue new Empire Plan benefit cards for all enrollees and covered dependents beginning in mid-November of each year. New benefit cards will also be issued when there is a change to annual out-of-pocket costs due to collective bargaining. Routine weekly card production cycles will continue during the production cycle(s) for a



complete or partial re-issuance. The Department requires testing during a complete or partial re-issuance of Empire Plan EBCs. An updated *Empire Plan Crosswalk* (IFB Exhibit 12) will be provided when there are changes to the annual out-of-pocket costs. An updated EBC Data File will also be provided with the negotiating units that have changes to the annual out-of-pocket limits.

## 5.7 Administration

The Contractor shall maintain an organization of sufficient size with staff that possess the necessary skills and experience to administer, manage and oversee all aspects of this Contract during implementation, operation, and transition.

The Contractor shall:

- 5.7.1 Establish and/or dedicate a team of qualified and experienced employees to the Department and maintain and adjust staffing patterns at appropriate levels to provide Project Services as required by the Department;
- 5.7.2 Provide timely responses (within one (1) to two (2) Business Days) to questions and requests posed by the Department;
- 5.7.3 Notify the Department in writing of changes in Key Subcontractor(s), or production facility locations specifically identified in its Bid. Key Subcontractor(s) or production locations shall have comparable or better qualifications or facilities to those outlined in the Bid; and
- 5.7.4 The use and disclosure of personal health information by the Contractor will be subject to the Use and Disclosure of Protected Health Information requirements (see IFB Section 8.2).

## **SECTION VI: PERFORMANCE GUARANTEES**

- 6.1 The Parties agree that the following guarantees and the corresponding credit amounts shall be in effect during the Contract Term for failure to meet the Contractor Performance Guarantees. The Contractor agrees that failure to perform the Project Services in such a manner which either meets or exceeds any or all of the Contractor Performance Guarantee(s) as set forth in this Section or fails to make any payment(s) of any credit amounts 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 this Contract. Credit amounts are cumulative.
- 6.2 Amounts due from the Contractor to the Department for failure to perform and audit credit amounts, as determined pursuant to the provisions of this Contract, shall be made in such amounts as determined by the Department to

be final.

6.3 Upon such determination of amounts due pursuant to this Section, the Department shall notify the Contractor, in writing, and the Contractor shall apply such amounts as a credit against the Project Services fee within 30 Calendar Days of receiving such notification by the Department.

6.4 Implementation and Start-Up Guarantee and Credit Amount

6.4.1 The Contractor guarantees that all implementation and start-up activities as required by Section 5.2 of this Contract shall be completed by the Project Services Start Date so that the Contractor can assume full operational responsibility for the services required by this Contract, for the production and distribution of EBCs, Card Carriers, Envelopes, and production of Management Reports by the Project Services Start Date.

6.4.2 If the Contractor fails to complete all implementation and start-up activities by the Project Services Start Date, the Contractor shall credit against the Project's fees one thousand dollars (\$1,000) per Business Day that the Contractor fails to assume full operational responsibility to the satisfaction of the Department.

6.5 Production Cycle Guarantee and Credit Amount

6.5.1 The Contractor guarantees that each weekly production cycle shall be completed within the following time frames:

- a. For orders  $\leq 10,000$  cards, within three (3) Business Days from the date that the EBC Data File is made available by the Department.
- b. For orders  $> 10,000$  but  $\leq 40,000$  cards, within four (4) Business Days from the date that the EBC Data File is made available by the Department.
- c. For orders  $> 40,000$  cards, within the number of Business Days equal to the number of EBCs requested in the EBC Data File divided by 10,000, and then rounded up to the next whole number. [FOR EXAMPLE: If the Department requests 46,700 EBCs, the Contractor must produce the EBCs within 5 Business Days.  $(46,700/10,000 = 4.67)$ ]

6.5.2 The Contractor shall credit against the Project's fees \$250 per Business Day, for each weekly production cycle that is not completed within the required timeframe as set forth in this section of the Contract.

6.6 Report Guarantee and Credit Amount

- 6.6.1 The Contractor guarantees that accurate Card Detail, Card Summary, Data Load Count and Address Change Reports shall be delivered to the Department weekly, within two (2) Business Days from the completion of each production cycle. The Contractor shall submit the *Sample Quarterly Performance Report* (Exhibit 9) to the Department within fifteen (15) Business Days after the end of December, March, June, and September months each year during the Contract Term.
- 6.6.2 The Contractor shall credit against the Project's fees \$250 per Business Day, for each Management Report not received within two (2) Business Days from the due dates specified above.

## **SECTION VII: PAYMENT FOR SERVICES**

### **7.1 Production Fees**

- 7.1.1 The EBC fee and Card Carrier and Envelope fee quoted by the Contractor represent the charges to the Department to cover all Project Services required of the Contractor, with the exception of USPS charges which will be reimbursed on a pass-through basis.
- 7.1.2 The Contractor is bound by the EBC fee(s) and Card Carrier and Envelope fee(s) identified in *Contract Fees* (Exhibit 3) for the entire Contract Term, unless amended in writing by the Parties.
- 7.1.3 The Contractor shall bill the Department for actual postage costs, using the best U.S. Postal discounts available for mailing EBCs and/or Card Carriers and Envelopes that meet the specifications set forth in this Contract.
- 7.1.4 The Contractor may request postage pre-payment for the annual reissuance of EBCs, due to the federal requirement that mandates health insurance benefit cards to be reissued when the annual out-of-pocket costs change. Any pre-payment of postage costs is subject to a reconciliation of actual postage costs incurred which is to be performed by the Department. The Contractor shall provide records of postage costs incurred so that the Department can complete such reconciliation.
- 7.2 The Contractor shall invoice the Department, monthly in arrears, for all Project Services rendered during the preceding month, in accordance with the provisions set forth herein, for Project Services rendered, together with full supporting detail(s) to the State's satisfaction. Such invoice shall be emailed to [accountspayable@ogs.ny.gov](mailto:accountspayable@ogs.ny.gov). The subject line should include the Invoice Number and the term "Department of Civil Service". Such invoice must include:

- 7.2.1 Name of the NYS Agency being billed;
  - 7.2.2 The name of the vendor and NYS Statewide Financial System (SFS) Vendor Number;
  - 7.2.3 Contract number; and
  - 7.2.4 Quantities and unit prices for EBCs, Card Carriers, and Envelopes.
- 7.3 The Contractor shall also separately invoice the Department, on a monthly basis, for actual postage costs incurred in the previous month, using the best United States Postal Service discounts available for mailing EBCs and/or Card Carriers and Envelopes. The Contractor must separately invoice the Department for all USPS charges as well, including, but not limited to, USPS postage upgrades for 1st Class International mail, postage upgrades for disqualified mailing addresses, and USPS postage rate increases.
- 7.4 After review and approval of the Contractor's invoice, the Department shall submit it to OSC for payment. OSC shall render payment for invoices under the Agreement in accordance with ordinary State procedures and practices. The Department will make best efforts to process all acceptable invoices within thirty (30) Calendar Days of their receipt; however, failure to make payment within said timeframe shall not be considered a breach of contract. The Contractor acknowledges that 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. Submission of an invoice and payment thereof shall not preclude the Department, as applicable, from reimbursement or demanding a price adjustment in any case where Project Services as delivered are found to deviate from the terms and conditions of the Agreement.
- 7.5 The State of New York is not liable for any costs incurred by the Contractor in preparation for or prior to the approval of an executed contract by the AG and OSC.

## **SECTION VIII: INSURANCE REQUIREMENTS**

- 8.1 Appendix D, Insurance Requirements, sets forth the applicable insurance requirements that must be maintained by the Contractor during the Contract term and is hereby expressly made a part of this Contract as if fully set forth herein.

## **SECTION IX: NOTICES**

- 9.1 All notices permitted or required hereunder shall be in writing and shall be transmitted via certified or registered United States mail, return receipt

requested; by personal delivery; by expedited delivery service; or by e-mail. Such notification must be sent to:

State of New York Department of Civil Service

Name: Dan Yanulavich  
Title: Director Employee Benefits Division  
Address: Swan Street Building, Core 1, Albany NY 12239  
Telephone Number: 518-402-4709  
E-Mail Address: [Daniel.Yanulavich@cs.ny.gov](mailto:Daniel.Yanulavich@cs.ny.gov)

With an additional notice to:

Name: Eugene Sarfoh  
Title: General Counsel  
Address: Empire State Plaza, Agency Building 1, Floor 20,  
Albany, NY 12239  
Telephone Number: 518-473-1662  
E-Mail Address: [Eugene.Sarfoh@cs.ny.gov](mailto:Eugene.Sarfoh@cs.ny.gov)

DialogDirect, Inc.

Name: Dawn Corsiglia  
Title: CFO - USA, Qualfon Group  
Address: 13700 Oakland Avenue, Highland Park, MI 48203  
Telephone Number: 248-875-7131  
E-Mail Address: [dawn.corsiglia@qualfon.com](mailto:dawn.corsiglia@qualfon.com)

- 9.2 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of email, upon receipt.
- 9.3 The Parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) Calendar Days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Contract. Additional individuals may be designated in writing by the Parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

**SECTION X: ADDITIONAL PROVISIONS**

10.1 Work in The Continental United States of America:

All work performed by Contractor personnel under this Contract must be performed within the Continental United States of America (CONUS).

## 10.2 Use and Disclosure of Protected Health Information

- a. The Contractor acknowledges that it is a “Business Associate” as that term is defined in the HIPAA implementing regulations at 45 CFR 160.103. of the Department as a consequence of the Contractor’s provision of Project Services on behalf of the Department within the context of the Contractor’s performance under the resulting Contract and that the Contractor’s provision of Project Services will involve the disclosure to the Contractor of individually identifiable health information from the Department or other service providers on behalf of the Department, as well as the Contractor’s disclosure to the Department of individually identifiable health information as a consequence of the Project Services performed under the resulting Contract. As such, the Contractor, as a Business Associate, will be required to comply with the provisions of this Section.
- b. For purposes of this Section, the term “Protected Health Information” (PHI) means any information, including demographic information collected from an individual, that relates to the past, present, or future physical or mental health or condition of an individual, to the provision of health care to an individual, or to the past, present, or future payment for the provision of health care to 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 the resulting Contract, PHI may be received by the Contractor from the Department or may be created or received by the Contractor on behalf of the Department in the Contractor’s capacity as a Business Associate. All PHI received or created by the Contractor in its capacity as a Business Associate and as a consequence of its performance under the resulting Contract is referred to herein collectively as “Department’s PHI.”
- c. The Contractor acknowledges that the Department administers on behalf of New York State several group health plans as that term is defined in HIPAA’s implementing regulations at 45 CFR Parts 160 and 164, 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, the Department is responsible for the administration of these “covered entities” under HIPAA. The Contractor further acknowledges that the Department has designated NYSHIP and the Empire Plan as an Organized Health Care Arrangement (OHCA), respectively. The Contractor further acknowledges that:

- i. The Contractor is a HIPAA “Business Associate” of the group health plans identified herein as “covered entities” as a consequence of the Contractor’s provision of certain services to and/or on behalf of the Department as administrator of the “covered entities” within the context of the Contractor’s performance under the resulting Contract, and that the Contractor’s provision of such services may involve the disclosure to the Contractor of individually identifiable health information from the Department or from other parties on behalf of the Department, and also may involve the Contractor’s disclosure to the Department of individually identifiable health information as a consequence of the services performed under the resulting Contract; and
  - ii. Contactor is a “covered entity” under HIPAA in connection with its provision of certain services under the resulting Contract. To the extent Contractor acts as a HIPAA “Business Associate” of the group health plans identified as “covered entities”, the Contractor shall adhere to the requirements as set forth herein. Contractor is responsible to obtain from Members and Enrollees all consents and/or authorizations, if any, required for Contractor to perform the services hereunder and for the use and disclosure of information, including the Department’s PHI, as permitted under the resulting Contract.
- d. Permitted Uses and Disclosures of the Department’s PHI: The Contractor may create, receive, maintain, access, transmit, use, and/or disclose the Department’s PHI solely in accordance with the terms of the Contract. In addition, the Contractor may use and/or disclose the Department’s PHI to provide data aggregation services relating to the health care operations of the Department. Further, the Contractor may use and disclose the Department’s 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 shall 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 of any instances of which it is aware in which the confidentiality of the information has been breached. Additionally, the Contractor may use and/or disclose the Department’s PHI, as appropriate:
  - i. For treatment, payment and health care operations as described in 45 CFR Section 164.506(c)(2), (3) or (4); and
  - ii. To de-identify the information or create a limited data set in accordance with 45 CFR §164.514, which de-identified information

or limited data set may, consistent with this section, be used and disclosed by Contractor only as agreed to in writing by the Department and permitted by law.

- e. Nondisclosure of the Department's PHI: The Contractor shall not create, receive, maintain, access, transmit, use, or further disclose the Department's PHI otherwise than as permitted or required by the resulting Contract or as otherwise required by law. The Contractor shall limit its uses and disclosures of PHI when practicable to the information comprising a Limited Data Set, and in all other cases to the minimum necessary to accomplish the intended purpose of the PHI's access, use, or disclosure.
- f. Safeguards: The Contractor shall use appropriate, documented safeguards to prevent the use or disclosure of the Department's PHI otherwise than as provided for in the resulting Contract. The Contractor shall maintain a comprehensive written information security program that includes administrative, technical, and physical safeguards that satisfy the standards set forth in the HIPAA Security Rule at 45 CFR §§ 164.308, 164.310, and 164.312, along with corresponding policies and procedures, as required by 45 CFR § 164.316, 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, accesses, or that it transmits on behalf of the Department pursuant to the resulting Contract to the same extent that such electronic PHI would have to be safeguarded if created, received, maintained, accessed, or transmitted by a group health plan identified herein.
- g. Breach Notification: In addition to the Disclosure of Breach requirements specified in *Standard Clauses for All Department Contracts* (Appendix B), the following provisions shall apply:
  - i. Reporting: The Contractor shall report to the Department any breach of unsecured PHI, including any use or disclosure of the Department's PHI otherwise than as provided for by the Contract, of which the Contractor becomes aware. An acquisition, access, transmission, use or disclosure of the Department's PHI that is unsecured in a manner not permitted by HIPAA or the resulting Contract is presumed to be a breach unless the Contractor demonstrates that there is a low probability that Department's PHI has been compromised based on the Contractor's risk assessment of at least the following factors:
    - 1) The nature and extent of Department's PHI involved, including the types of identifiers and the likelihood of re-identification;



- 2) The unauthorized person who used Department's PHI or to whom the disclosure was made;
  - 3) Whether Department's PHI was actually acquired or viewed; and
  - 4) The extent to which the risk to Department's PHI has been mitigated.
- ii. Required Information: In addition to the information required in *Standard Clauses for All Department Contracts* (Appendix B), Disclosure of Breach, the Contractor shall provide the following information to the Department within the time period identified in *Standard Clauses for All Department Contracts* (Appendix B), Disclosure of Breach, except when, despite all reasonable efforts by the Contractor to obtain the information required, circumstances beyond the control of the Contractor necessitate additional time. Under such circumstances, the Contractor shall provide to the Department the following information as soon as possible and without unreasonable delay, but in no event later than thirty Calendar Days from the date of discovery:
- 1) the date of the breach incident;
  - 2) the date of the discovery of the breach;
  - 3) a brief description of what happened;
  - 4) a description of the types of unsecured PHI that were involved;
  - 5) identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the breach;
  - 6) a brief description of what the Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and
  - 7) any other details necessary to complete an assessment of the risk of harm to the individual.
- iii. The Contractor will be responsible to provide notification to individuals whose unsecured PHI has been or is reasonably believed to have been accessed, acquired, or disclosed as a result of a breach, as well as the Secretary of the United States

Department of Health and Human Services and the media, as required by 45 CFR Part 164.

- iv. The Contractor shall maintain procedures to sufficiently investigate the breach, mitigate losses, and protect against any future breaches, and to provide a description of these procedures and the specific findings of the investigation to the Department upon request.
- v. The Contractor shall mitigate, to the extent practicable, any harmful effects from any use or disclosure of PHI by the Contractor not permitted by the Contract.
- h. Associate's Agents: The Contractor shall require all of its agents or Subcontractors to whom it provides the Department's PHI, whether received from the Department or created or received by the Contractor on behalf of the Department, to agree, by way of written contract or other written arrangement, to the same restrictions and conditions on the access, use, and disclosure of PHI that apply to the Contractor with respect to the Department's PHI under the Contract.
- i. Availability of Information to the Department: The Contractor shall make available to the Department such information and documentation as the Department may require regarding any disclosures of PHI by the Contractor to fulfill the Department's obligations to provide access to, provide a copy of, and to account for disclosures of the Department's PHI in accordance with HIPAA and its implementing regulations. The Contractor shall provide such information and documentation within a reasonable amount of time of its receipt of the request from the Department. The Contractor must provide the Department with access to the Department's PHI in the form and format requested, if it is readily producible in such form and format; or if not, in a readable hard copy form or such other form and format as agreed to by the Parties, provided, however, that if the Department's PHI that is the subject of the request for access is maintained in one or more designated record sets electronically and if requested by the Department, the Contractor must provide the Department with access to the requested PHI in a readable electronic form and format.
- j. Amendment of the Department's PHI: The Contractor shall make the Department's PHI available to the Department as the Department may require to fulfill the Department's obligations to amend individuals' PHI pursuant to HIPAA and its implementing regulations. The Contractor shall, as directed by the Department, incorporate any amendments to the Department PHI into copies of such Department PHI maintained by the Contractor.

- k. Internal Practices: The Contractor shall make its internal practices, policies and procedures, books, records, and agreements relating to the use and disclosure of the Department's PHI, whether received from the Department or created or received by the Contractor on behalf of the Department, available to Department and/or the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by the Department and/or the Secretary for purposes of determining the Department's compliance with HIPAA and its implementing regulations.
- l. Termination: This Contract may be terminated by the Department at the Department's discretion if the Department determines that the Contractor, as a Business Associate, has violated a material term of this Section. Data return and destruction upon Contract termination is governed by Information Security Requirements, Appendix C.
- m. Indemnification: Notwithstanding the provisions in *Standard Clauses for All Department Contracts* (Appendix B), the Contractor agrees to indemnify, defend and hold harmless the State and the Department and its respective employees, officers, agents, or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this section, Use and Disclosure of Protected Health Information, or from any acts or omissions related to this section by the Contractor or its employees, officers, subcontractors, agents, or other members of its workforce, without limitations. Accordingly, the Contractor shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs, or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding, or demand by any third party which results from the Contractor's acts or omissions hereunder. The Contractor's obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Contract. This section is not subject to the limitation of liability provisions of the Contract.
- n. Miscellaneous:
  - i. Survival: The respective rights and obligations of Business Associate and the "covered entities" identified herein under HIPAA and as set forth in this Section, USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION, shall survive termination of the resulting Contract.
  - ii. Regulatory References: Any reference herein to a federal regulatory section within the Code of Federal Regulations shall be a

reference to such section as it may be subsequently updated, amended, or modified, as of their respective compliance dates.

- iii. Interpretation: Any ambiguity in the resulting Contract shall be resolved to permit covered entities to comply with HIPAA.

#### **SECTION XI: ENTIRE AGREEMENT**

The Contract, including all appendices and exhibits, constitutes the entire agreement between the Parties hereto and no statement, promise, condition, understanding, inducement, or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and the Contract shall not be changed, modified, or altered in any manner except by an instrument in writing executed by both Parties hereto, except as otherwise provided herein. The Contract 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 and subject to the termination provisions contained herein.

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Contract Number: **C000747**

IN WITNESS WHEREOF, the Parties hereto have hereunto signed this AGREEMENT on the day and year appearing opposite their respective signatures.

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 Agreement."

Contractor Certification: By signing I certify my express authority to sign on behalf of myself, my company, or other entity and full knowledge and acceptance of this Agreement and all appendices. By signing, I affirm my understanding of and Contract to comply with the Department's procedures relative to the Procurement Lobbying Law as required by State Finance Law §139-j and §139-k.

**NEW YORK STATE  
DEPARTMENT OF CIVIL SERVICE**

Name: Rebecca A. Corso  
Title: Executive Deputy Commissioner  
[Redacted]  
Date: 12/3/24

**DIALOGDIRECT, INC.**

FEIN: 46-1570786  
Name: DAVID CORSIGLIA  
Title: CFO-USA, QUALFON  
[Redacted]  
Date: 11/21/24

Approved as to form: \_\_\_\_\_

Letitia James  
ATTORNEY GENERAL

By: \_\_\_\_\_

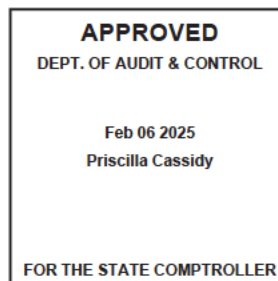
Date: \_\_\_\_\_

Approved: \_\_\_\_\_

Thomas P. DiNapoli  
STATE COMPTROLLER

By: \_\_\_\_\_

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



CORPORATION ACKNOWLEDGMENT

STATE OF Michigan }  
COUNTY OF Oakland } SS.:

On the 21 day of November in the year 2024, before me personally appeared Dawn Corsiglia, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he/she/they maintains an office at Town of 200 N. Main County of Oakland State of Michigan; and further that: he/she/they is (are) the CFO - USA of Qualfon, the corporation described in and which executed the above instrument; that, by authority of the Board of Directors of said corporation, he/she/they is (are) authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he/she/they executed the foregoing instrument in the name of and on behalf of said corporation as the authorized officer of said corporation.

Notary Public:

ANGELA M. GUILLEN  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF GENESEE  
My Commission Expires Oct. 22, 2029  
Acting in the County of Oakland

## **APPENDIX A**

# **STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

**PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.**

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## **STANDARD CLAUSES FOR NYS CONTRACTS**

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

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

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State’s previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’s approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor’s business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments 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, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) 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 \$25,000, 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, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

**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, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. 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. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 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) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, 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 and 5 NYCRR Part 143, 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 the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(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, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts 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. 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 clause. 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 Department of Economic Development's 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 11-A of the State Finance Law to the extent required by law.

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

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

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

law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

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

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

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

NYS Department of Economic Development  
Division for Small Business and Technology Development  
625 Broadway  
Albany, New York 12245  
Telephone: 518-292-5100

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

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue 33rd Floor  
New York, NY 10017  
646-846-7364  
email: [mwbusinessdev@esd.ny.gov](mailto:mwbusinessdev@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) 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, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

**22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a “procurement contract” as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

**27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

# Appendix B

**New York State Department of Civil Service  
March 2024**

**APPENDIX B - STANDARD CLAUSES FOR ALL DEPARTMENT CONTRACTS**

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## 1. Headings and Captions

The headings or captions contained within the Contract 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 the Contract or any provisions thereof.

## 2. Compliance with Laws

Contractor warrants and represents that, throughout the term of the Contract, in the performance of its obligations under the Contract, it will: (i) comply with all applicable State and Federal laws, ordinances, rules and regulations and policies of any governmental entity; (ii) pay, at its sole expense, all applicable permits, licenses, tariffs, tolls and fees; and (iii) give all notices required by any laws, ordinances, rules, and regulations of any governmental entity.

## 3. Jurisdiction or Venue

Any action, suit or proceeding to enforce any provision of, or based on any matter arising out of or in connection with this Contract shall be brought in any New York state court located in Albany County or any federal court located in the Northern District of the State of New York.

## 4. Summary of Policy and Prohibitions on Procurement Lobbying

State Finance Law §§139-j and 139-k impose certain restrictions on communications between the Department and Offerors during the procurement process. Offerors are restricted from making contact, from the earliest posting, on the Department's website, in a newspaper of general circulation, or in the procurement opportunities newsletter in accordance with Article four-C of the Economic Development Law, of written notice, advertisement or solicitation of a Request for Proposal, invitation for bids, or solicitation of proposals, or any other method provided for by law or regulation to solicit offers/bids through final award and approval of the procurement contract by the Department and, if applicable, the Office of the State Comptroller ("restricted period"), to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). A finding of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period, the Offeror shall be debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website: <https://ogs.ny.gov/acpl>.

## 5. Notice of Substantial Change in Contractor Status

In addition to the requirements of New York State Finance Law §138 (requiring the State's approval of subcontractors and assignments and/or conveyances), the Contractor shall notify the Department of any substantial change in the ownership or financial viability of the Contractor, its Affiliates, subsidiaries or divisions, or partners, in writing immediately upon occurrence. "Substantial change" means: (i) sales, acquisitions, mergers or takeovers of the Contractor, its Affiliates, subsidiaries, divisions, or partners that result in a change in the controlling ownership or assets of such entity after the submission of the Bid or execution of Contract; (ii) entry of an order for relief under Title 11 of the United States Code; (iii) the making of a general assignment for the benefit of creditors; (iv) the appointment of a receiver of Contractor's business or property or that of its Affiliates, subsidiaries or divisions, or partners; or action by Contractor, its Affiliates, subsidiaries or divisions, or partners under any State insolvency or similar law for the purposes of its bankruptcy, reorganization, or liquidation; or (v) court ordered liquidation of Contractor, its Affiliates, subsidiaries or divisions, or partners.

Upon the Department's receipt of such notice, the Department shall have thirty (30) business days from the date of notice to review the information. The Contractor may not transfer the Contract to or among Affiliates, subsidiaries or divisions, or partners, or to any other person or entity, without the express written consent of the Department. In addition to any other remedies available at law or equity, the Department shall have the right to terminate the Contract, in whole or in part, for cause, if it finds, in its sole judgment, that such substantial change adversely affects the delivery of Services or is otherwise not in the best interests of the State.

## 6. Notice of Circumstances Expected to Adversely Affect Contractor's Performance

The Contractor shall immediately notify Department upon learning of any situation that can reasonably be expected to adversely affect the delivery of Project Services under the Contract. If such notification is verbal, the Contractor shall follow such initial verbal notice with a written notice to Department within three (3) calendar days of Contractor's becoming aware of the situation. The written notification shall include a description of the situation and a recommendation of a resolution.

## 7. Severability

In the event that one or more of the provisions of the Contract shall for any reason be declared unenforceable by a court of competent jurisdiction under the laws or regulations in force, such provision(s) shall have no effect on the validity of the

remainder of the Contract, which shall then be construed as if such unenforceable provision(s) was never contained in the Contract.

#### 8. Waiver of Breach

No term or provision of the Contract 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 the Contract shall constitute consent to, a waiver of, or excuse for any other, different or subsequent breach. The rights, duties and remedies set forth in the Contract shall be in addition to, and not in limitation of, rights and obligations otherwise available at law or equity. No delay or omission to exercise any right, power or remedy accruing to either party upon breach or default by the other under this Contract shall impair any such right, power or remedy.

#### 9. Force Majeure

Neither Party to the Contract shall be liable or deemed to be in default for any delay or failure in performance under the Contract 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, slowdowns or other labor interruptions due to labor/management disputes involving entities other than the Parties to the Contract, or any other causes not reasonably foreseeable or beyond the control of a Party. Each Party is required to use best efforts to eliminate or minimize the effect of such events during performance of the Contract and to resume performance of the Contract upon termination or cessation of such events.

#### 10. Modification of Contract

The Contract may be amended only by mutual written consent of the Parties and approved by the New York State Attorney General and Office of the State Comptroller, if required.

#### 11. Change Request

At any time during the term of this Contract, the Department may make changes, subtractions or additions in any of the equipment, software, documentation, Project Services and/or other Deliverables within the general scope of work set forth in the Contract, consistent with pricing established under the terms of the Contract. All such changes shall be made using a mutually agreed upon form executed by the Parties and shall otherwise be in accordance with the terms and conditions of the Contract. If any such change causes an increase or decrease in pricing or the time required for the

performance of the Contract, an equitable adjustment of the Contract amount and/or time of performance will be made on mutual agreement of the Parties, subject to the approval of the New York State Office of the State Comptroller and any applicable control agency, if required.

#### 12. Piggybacking

Contractor acknowledges and agrees that, pursuant to State Finance Law § 163(10)(e), the New York State Office of General Services may authorize and approve purchases from contracts between Contractor and Department to other New York State agencies, authorities, the United States Government or any other state, with the concurrence of the Office of the State Comptroller and under appropriate circumstances.

#### 13. No Third-Party Beneficiaries

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

#### 14. Work Outside of Scope of the Contract

The Contractor must not perform work outside the scope of the Contract unless such work is authorized by a properly executed written amendment to the Contract, and if applicable, approved by the Office of the State Comptroller. Work not so authorized shall not be compensated.

#### 15. Contract Payments

Payments for commodities received or Services rendered shall be in accordance with the Contract.

#### 16. Liability for Taxes

- a) The Department represents that the purchases on behalf of the State of New York are not subject to any state or local sales or use taxes, or to federal excise taxes.
- b) Contractor remains liable and solely responsible without exemption for social security, unemployment insurance, workers' compensation and other taxes and obligations to which Contractor may be subject to by law.

## 17. State's Authority to Conduct Financial and Performance Audits

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 Project Services and any applicable State and federal statutory and regulatory authorities. The audit activity may include, but is not 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 the Contract, and the review of any and all activities relating to the Contractor's performance and administration of the Contract.

In addition to any requirements set forth in the Contract, the Contractor shall make available any documentation necessary to perform such reviews including the copying of the documentation. 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 the Contract, Standards Clauses for All New York State Contracts, or any audit requirements related to the security of the Contractor's systems.

Further, upon request by the State, the Contractor shall cooperate with the State, including the Office of the State Comptroller, in any investigation, audit, or other inquiry related to the Solicitation or the resulting Contract or any related litigation, at no cost to the State. This provision shall survive the termination of the Contract.

## 18. Independent Contractor

The Parties agree that the Contractor is an independent contractor, and the Contractor, its officers, employees, agents, consultants, contractors and/or subcontractors in the performance of the Contract shall act in an independent capacity and not as agents, officers or employees of the State or the Department. Neither the Contractor nor any subcontractor shall thereby be deemed an agent, officer, or employee of the State. The Contractor agrees, during the term of the Contract, 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 workers' 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 Federal Insurance Contributions Act payments.

## 19. Subcontracting

If allowed in the solicitation, the Contractor may arrange for specified portions of its responsibilities to be subcontracted. The Contractor shall not in any way be relieved of any responsibility under the Contract by any subcontract. The Contractor shall be solely responsible to the Department for the acts or defaults of its Subcontractor(s) and of such Subcontractors' officers, agents, and employees, each of whom shall for this purpose, be deemed to be the agent or employee of the Contractor to the extent of its subcontract. Any Deliverable provided or furnished by a Subcontractor shall be deemed for purposes of the Contract to be provided or furnished by the Contractor.

The Contractor shall inform each Subcontractor fully and completely of all provisions and requirements established by the Contract and enter into a written subcontract. Such subcontract shall include the functional equivalent of the Contract, and include such clauses:

- That the work performed by the Subcontractor must be in accordance with the terms and conditions of this Contract.
- That nothing contained in such subcontract shall impair the rights of the Department or the State.
- That nothing contained in the subcontract shall create any contractual relationship between the Subcontractor and the Department or the State.
- That the State and Department shall have the same authority to audit the records of all Subcontractors as it does those of the Contractor.
- That Subcontractor shall cooperate with any investigation, audit, litigation or other inquiry related to the Solicitation or the resulting Contract.
- That Subcontractor shall maintain and protect against any unauthorized disclosure of records with respect to work performed under the subcontract in the same manner as required of the Contractor
- The Contractor shall require that the Subcontractor must pass through all terms and conditions of the Contract, including but not limited to Appendix A, to any lower tier subcontractors.
- Unless waived by the Department, each subcontract shall expressly name the State of New York through the Department as the sole intended third party beneficiary of such subcontract.

The Department reserves the right to review and approve or reject any subcontract with a Subcontractor, as well as any amendments to said subcontract(s). This right shall not make the Department or the State a party to any subcontract or create any right, claim, or interest in the Subcontractor or proposed Subcontractor against the Department.

The Department reserves the right, at any time during the term of the Contract, to verify that the written subcontract between the Contractor and Subcontractor(s) is in compliance with all of the provisions of this Contract. In addition to other remedies

allowed by law, the Department reserves the right to terminate the Contract for cause if an executed subcontract does not contain all of the required provisions.

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 with a Subcontractor or which may affect the performance of the Contractor's duties under the Contract. Failure to disclose the identity of any and all Subcontractor(s) used by the Contractor as required hereunder may, at the sole discretion of the Department, result in a disqualification of the Subcontractor, if not immediately cured, or may result in termination of the Contract for cause. The Contractor shall pay all Subcontractors for and on account of Project Services and/or Deliverables provided by such Subcontractors in accordance with the terms of their respective subcontracts. If and when required by the Department, the Contractor shall submit satisfactory evidence that it has made such payment. The Contractor shall, within five (5) Business Days of the Department's written request, file promptly with the Department a copy of any subcontract providing Services for the Contract.

## 20. Contractor Staff

All Contractor Staff performing work under the Contract must: meet or exceed the technical and training qualifications set forth in the Contract; comply with all security and administrative requirements of the Department; possess the necessary qualifications, training, licenses, and permits as may be required within the jurisdiction where the work will be provided or performed; and be legally entitled to work in such jurisdiction. All persons, corporations, or other legal entities that perform Project Services under the Contract on behalf of Contractor shall, in performing the Project Services, comply with all applicable Federal and State laws concerning employment in the United States. Contractor Staff may be required to execute a Department Nondisclosure Agreement, either before or upon arrival for work at a State facility or, if in Department's sole discretion, the Contractor's Staff will otherwise have access to critical State Networks, equipment or data.

The Department, in its sole discretion, may require the Contractor to remove from interaction with the State, or may refuse access to State systems and facilities or require removal from any State facility any Contractor Staff performing work under this Contract that the Department determines poses a security risk, has a work performance that the Department finds inadequate or unacceptable, or otherwise fails to meet the Department's business requirements or expectations. The Contractor shall not assign such removed person to any aspect of the Contract without the State's written consent. Such action by the Department shall not relieve the Contractor of the obligation to perform all work in compliance with the Contract terms.

For reasons of safety and public policy, the use of illegal drugs and/or alcoholic beverages by the Contractor Staff shall not be permitted while performing any phase of Contract work.

The State shall not be liable for any expense incurred by the Contractor Staff for any parking or towing fees or as a consequence of any traffic infraction or parking violations attributable to Contractor Staff.

## 21. Onboarding and Suitability Determinations

The Contractor, including all Contractor Staff who work on the Contract, must comply with all State and Federal onboarding and security clearance requirements, at its own expense.

Contractor is responsible, at its own expense, for making suitability determinations on its Contractor Staff prior to the staff member performing any work in connection with this Contract. For purposes of this provision, a "suitability determination" is a determination that there are reasonable grounds to believe that an individual will likely be able to perform the Contract requirements without undue risk to the interests of the State. Upon request of the State, the Contractor shall certify to the State that the suitability determinations required by this provision have been completed for all Contractor Staff performing work in connection with this Contract.

Failure of a security clearance or non-compliance with this provision will disqualify any Contractor Staff from performing any Services under the Contract. All expenses, including travel and lodging, associated with the onboarding and security clearance process, including fingerprinting of Contractor Staff, if required, are the responsibility of the Contractor and are not reimbursable.

If Contractor Staff have any lapse in work under the Contract, such individuals may be subject to all onboarding and security clearance requirements if they are returned to performing Project Services under the Contract.

The State also reserves the right to: (a) conduct a background check or otherwise approve any Contractor Staff performing work on this Contract or having access to Data; and (b) refuse access to, eject or require replacement of any personnel at the Department's discretion for any reason.

## 22. Separation of Duties

The Department requires the Contractor to follow security best practices by adhering to separation of job duties and limiting Contractor Staff access to Data to the minimum necessary to accomplish the intended purpose (i.e., job duties).



## 23. Dispute Resolution

Unless otherwise agreed to in writing by the Parties, any dispute raised by the Contractor concerning any question of fact or law arising under the Contract which is not disposed of by mutual agreement of the Parties shall be decided initially by the designee of the Commissioner ("Commissioner"). A copy of the written decision shall be furnished to the Contractor. The Parties shall proceed diligently with the performance of the Contract 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 Commissioner shall be final and conclusive unless, within ten (10) Days from the receipt of such decision, the Contractor furnishes the Commissioner a written appeal. In the event of an appeal, the Commissioner shall promptly review the initial decision, and confirm, annul, or modify it. The decision of the Commissioner 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 ("Article 78"). Pending final decision of any Article 78 proceeding, the Parties shall diligently perform the Contract in accordance with the Commissioner's decision.

## 24. Indemnification and Limitation of Liability

### a. Indemnification:

Contractor shall be fully liable for the actions of its agents, officers, employees, partners, or subcontractors, and shall fully indemnify and save harmless the State, without limitation, from suits, actions, damages, and costs of every name and description relating to personal injury and damage to real or personal property caused by Contractor, its agents, officers, employees, partners, or subcontractors, if any, without limitation; provided however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the negligent act or negligent failure to act of the State.

Contractor shall indemnify, defend and hold the State harmless, without limitation, from any loss or damage to the State resulting from suits, actions, damages, and costs of every name and description resulting from any criminal acts committed by Contractor's officers, agents, employees, and subcontractors while providing Project Services under the Contract.

### b. Indemnification for Intellectual Property Infringement:

Contractor shall indemnify, defend, and hold the State harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees and legal fees), claims, judgments, liabilities, and costs which may be assessed against the State in any action for infringement of a United States Letter Patent, or of any copyright,

trademark, trade secret, or other third-party proprietary right in relation to the Services, products, documentation or Deliverables furnished or utilized by Contractor under this Contract, provided that the State shall give Contractor: (i) prompt written notice of any action, claim, or threat of infringement suit, or other suit; (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense; and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the State shall require. This paragraph shall not apply to that portion of any infringement claim which results from a material modification by the State, without Contractor's approval, of any products, documentation or Deliverables furnished or utilized by Contractor pursuant to this Contract. Notwithstanding the foregoing, the State reserves the right to join such action, at its sole expense, when it determines that there is an issue involving a significant public interest.

c. Limitation of Liability

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation" or not subject to the limitation of liability provisions, and regardless of the basis on which the claim is made, Contractor's liability under the Contract for direct damages shall be limited to the greater of the following: (i) \$500,000 (Five Hundred Thousand Dollars); or (ii) two (2) times the amounts paid to the Contractor for Project Services under the Contract during the twelve (12) months of the Contract term which precedes the giving of notice of the claim by the State. For this purpose, amounts paid shall include, but not be limited to, payments made electronically, by check, by offset, or by the application of credits from the Contractor to the State. Unless otherwise specifically enumerated herein, neither party shall be liable for any incidental, punitive, consequential, indirect or special damages of any kind which may result directly or indirectly from the performance of this Contract, including, without limitation, damages resulting from loss of use or loss of profit by the State, the Contractor, or by others, however caused and regardless of the theory of liability even if such party has been informed of the possibility of such damages.

d. No Indemnification by the State:

The State does not agree to any indemnification provisions that requires the State to indemnify or save harmless Contractor or third parties.

25. Insurance Requirements

Prior to the commencement of work, Contractor shall file with the Department Certificates of Insurance evidencing compliance with all the requirements contained in the Solicitation. Acceptance and/or approval by the Department does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Contract.

Contractor shall cause all required insurance to be in full force and effect as of the commencement date of the Contract and to remain in full force and effect throughout the term of the Contract and as required by the Contract. Contractor shall not take any action or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

## 26. Warranties and Guarantees

- a. **Contract Deliverables:** Contractor warrants and represents that the Services required by the solicitation and the Contract shall be performed or provided in accordance with all the terms and conditions, covenants, statements, and representations contained in the Contract. Contractor's failure to meet pre-defined service levels or service level guarantees may result in a credit or chargeback in an amount pre-determined by the Parties.
- b. **Product Performance:** Contractor hereby warrants and represents that Products acquired by the State under this Contract conform to the manufacturer's specifications, performance standards and documentation and that the documentation fully describes the proper procedure for using the Products.
- c. **Title and Ownership:** Contractor warrants and represents that it has: (i) full ownership, clear title free of all liens; or (ii) the right to transfer or deliver specified license rights to any Products acquired by the State under the Contract. Contractor shall be solely liable for any costs of acquisition associated therewith. Contractor shall indemnify the State and hold the State harmless from any damages and liabilities (including reasonable attorneys' fees and costs) arising from any breach of Contractor's warranties as set forth herein.
- d. **Workmanship Warranty:** Contractor warrants and represents that all Services and Deliverables shall meet the completion criteria set forth in the Contract, and that Services will be provided in a professional and workmanlike manner in accordance with the highest applicable industry standards.
- e. **Personnel Eligible for Employment:** Contractor warrants and represents that all personnel performing Services under this Contract are qualified to provide Services and eligible for employment in the United States and shall remain so throughout the term of the Contract. Contractor shall provide such proof of compliance as is required by Department.
- f. **Virus Warranty:** The Contractor represents and warrants that any Product acquired by the Department does not contain any known viruses. Contractor is not responsible for viruses introduced at the Department's site by third parties who are not Contractor Staff.

- g. **Date/Time Warranty:** Contractor warrants that Product furnished pursuant to this Contract shall, when used in accordance with the product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes, or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

Where 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), Contractor warrants that Services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of 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. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including but not limited to the failure or untimely performance of such Services.
- h. **Additional Warranties:** Where Contractor generally offers additional or more advantageous warranties than those set forth herein, Contractor shall offer or pass through any such warranties to the State.
- i. **No Limitation of Rights:** The rights and remedies of the State provided in this clause are in addition to and do not limit any rights afforded to the State by any other clause of the Contract.
- j. **Survival of Warranties:** All warranties contained in the Contract shall survive termination of the Contract.
- k. **No Implied Warranties:** To the extent permitted by law, these warranties are exclusive and there are no other express or implied warranties or conditions, including warranties or conditions of merchantability and fitness for a particular purpose.

## 27. Ownership of and Title to Contract Deliverables

a. Contractor acknowledges that it is commissioned by the State to perform the Project Services detailed in the Contract which may include the development of intellectual property by Contractor, its Subcontractors, partners, employees or agents for the State ("Custom Products"). Unless otherwise specified in writing in the Contract, upon the creation of such Custom Products, Contractor hereby conveys, assigns and transfers to the State the sole and exclusive rights, title and interest in the Custom Products, whether preliminary, final or otherwise, including all trademark and copyrights. 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 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 in performing Services under the Contract in the course of Contractor's business. The State 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 taking exclusive ownership and title to such Products. In such case, the State 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 in the Contract.

b. Ownership of and Title to Existing Software

Title and ownership to existing software delivered by Contractor under the Contract that is normally commercially distributed by the Contractor or a third-party proprietary owner, whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products shall remain with Contractor or the third party. Effective upon acceptance, such existing software shall be licensed to the State and must, at a minimum, grant the State a non-exclusive, perpetual license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the State as part of Contractor's proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the State's satisfaction) and distribute existing software to the State up to the license capacity stated in the Contract with all license rights necessary to fully effect the general business purposes stated in the Solicitation. With regards to third party software, the Contractor shall be responsible for obtaining these rights at its sole cost and expense.

## 28. Confidentiality and Non-Disclosure

a. Confidentiality

Except as may be required by applicable law or a court of competent jurisdiction, the Contractor, its officers, agents, employees, and subcontractors, if any, shall maintain strict confidence with respect to any "Confidential Information" to which the Contractor, its officers, agents, employees, and subcontractors, if any, have access. This

requirement shall survive termination of the Contract. Contractor agrees that all officers, agents, employees and subcontractors, if any, shall be made aware of and shall agree to the terms of this Contract. Upon the request of the State or Department, all of Contractor's officers, agents, employees and subcontractors with access to Data shall cooperate in executing a written confidentiality/nondisclosure agreement and/or security addendum under applicable confidentiality and privacy laws, rules, and regulations or policies. If the State or Department does not request the execution of a written confidentiality/nondisclosure agreement and/or security addendum then Contractor shall ensure all officers, agents, employees and subcontractors with access to Data are bound by a confidentiality/nondisclosure agreement and/or security addendum requirements consistent with applicable confidentiality and privacy laws, rules and regulations or policies.

For purposes of the Contract, all data from the State of which Contractor, its officers, agents, employees, and subcontractors, if any, becomes aware during the Contract performance shall be deemed to be Confidential Information (whether oral, visual or written). Notwithstanding the foregoing, data that falls into any of the following categories shall not be considered Confidential Information:

- i. information that is previously rightfully known to the receiving party without restriction on disclosure;
- ii. 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
- iii. information that is independently developed by Contractor without use of Confidential Information of the State.

In the event that it is necessary for Contractor to receive Confidential Information, which Federal or State statute or regulation prohibits from disclosure, Contractor hereby agrees it shall not retain a copy of such Confidential Information and shall either return or destroy, in accordance with the provisions of this Contract, all such Confidential Information when the purpose that necessitated its receipt by Contractor has been completed.

Notwithstanding the foregoing, if the return or destruction of the Confidential Information is not feasible, Contractor agrees to extend the contractual protections for as long as necessary to protect the Confidential Information and to limit any further use or disclosure of that Confidential Information.

Contractor agrees that it shall use all appropriate safeguards to prevent any unauthorized use or unauthorized disclosure of Confidential Information, which Federal or State statute or regulation prohibits from disclosure.

Contractor agrees that it shall immediately report to the Department the discovery of any unauthorized use or unauthorized disclosure of such Confidential Information in accordance with the Contract notification provisions. The Parties agree that a violation of this section shall be deemed a material breach of contract.

b. Non-disclosure: Except as otherwise required by law, Contractor shall not disclose Data to a third party. Except where expressly prohibited by law, Contractor shall promptly notify the Department of any subpoena, warrant, judicial, administrative or arbitral order of an executive or administrative agency or other governmental authority of competent jurisdiction (a "Demand") that it receives and which relates to or requires production of the information or data Contractor is processing or storing on the State's behalf where the State is the object of the underlying subpoena, warrant, judicial, administrative or arbitral order. If Contractor is required to produce information or data in response to such Demand, Contractor will provide the Department with the information or data in its possession that it plans to produce in response to the Demand prior to production of such information or data. Except as otherwise required by law, Contractor shall provide the Department with reasonable time to assert its rights with respect to the withholding of such information or Data from production. If the State is required to produce information or data in response to a Demand, Contractor will, at the State's request and unless expressly prohibited by law, produce to the State any information or data in its possession that may be responsive to the Demand and shall provide assistance as is reasonably required for the State to respond to the Demand in a timely manner. The State acknowledges that Contractor has no responsibility to interact directly with the entity making the Demand. The Parties agree that the State's execution of this Contract, does not constitute consent to the release or production of Data or information.

Contractor agrees that access to and use of sensitive and Confidential Information is limited to authorized employees and legally designated agents, for authorized purposes only.

To the extent that Contractor, or Contractor Staff have access to Federal, State or local government Regulated Data pursuant to their responsibilities under the Contract, Contractor agrees that it will abide by the requirements of those Federal and State laws and regulations.

## 29. Freedom of Information Law

Disclosure of information related to this solicitation and the resulting Contract shall be permitted consistent with New York State laws, specifically the Freedom of Information Law (FOIL). The Department shall take reasonable steps to protect from public disclosure any records or portions thereof relating to this solicitation that are exempt from disclosure under FOIL. Information constituting trade secrets or critical infrastructure information for purposes of FOIL must be clearly marked and identified as

such by the Contractor upon submission in accordance with the solicitation provisions. If the Contractor intends to request an exemption from disclosure under FOIL, the Contractor shall at the time of submission, request the exemption in writing and provide an explanation of why the information should be exempted from disclosure pursuant to Public Officers Law § 87(2) of FOIL. Acceptance of the identified information by the Department does not constitute a determination that the information is exempt from disclosure under FOIL. Determinations as to whether the materials or information may be withheld from disclosure will be made in accordance with FOIL at the time a request for such information is received by the Department.

### 30. Data Ownership and Use

All Data is owned exclusively by the Department and will remain the property of the Department. Contractor is permitted to use Data solely for the purposes set forth in the Solicitation and resulting Contract, and for no other purpose. At no time shall the Contractor access, use, or disclose any Confidential Information (including personal, financial, health, or criminal history record information) for any other purpose. The Contractor is strictly prohibited from releasing or using Data or information for any purposes other than those purposes specifically authorized by the Department. Contractor agrees that Data shall not be distributed, used, repurposed, transmitted, exchanged or shared across other applications, environments, or business units of the Contractor or otherwise passed to other contractors, agents, subcontractors or any other interested parties, except as expressly and specifically agreed to in writing by the Department. This provision shall survive the termination of the Contract.

### 31. Termination

- I. In addition to the provisions set forth in Appendix A or elsewhere in this Contract, this Contract may be terminated as follows:
  - a. For Convenience:

By written notice, this Contract may be terminated at any time by the State for convenience upon sixty (60) calendar days written notice without penalty or other early termination charges due. If the Contract is terminated pursuant to this paragraph, the State shall remain liable for all accrued but unpaid charges incurred through the date of the termination.
  - b. For Cause:

The Contract may be terminated by the Department for cause upon the failure of the Contractor to comply with the terms and conditions of the Contract, provided that the Department shall give the Contractor written notice. Such written notice will specify the Contractor's failure and the termination of the Contract. Termination shall be effective no earlier than



thirty (30) Calendar Days after receipt of such notice unless the Contractor, in the opinion of the Department, has cured such failure. Such cure period may be extended by the Department in writing. The Contractor agrees to incur no new obligations nor to claim for any expenses made after receipt of the notification of termination without the prior written approval of the Department. 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 the Contract.

- c. For Suspension or Delisting of Contractor's Securities:  
The State, in its sole discretion, may terminate the Contract or exercise such other remedies as shall be available under the Contract, at law or in equity if: the Contractor's securities are suspended or delisted by the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, as applicable: the Contractor ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets; or avails itself of or becomes subject to any proceeding under the Federal Bankruptcy Act or any statute of any state relating to insolvency or the protection of rights of creditors.
- d. For Vendor Responsibility Related Findings:  
The Department may, in its sole discretion, terminate the Contract if it finds at any time during the Contract term that the Contractor is non-responsible, or that any information provided in the Vendor Responsibility Questionnaire submitted with Contractor's Bid was materially false or incomplete, or if the Contractor fails to timely or truthfully comply with Department's request to update its Vendor Responsibility Questionnaire.
- e. Termination for Non-Responsibility:  
Upon written notice to the Contractor, and after a reasonable opportunity to be heard with the appropriate Department officials, the Contract may be terminated by the Commissioner at the Contractor's expense where the Contractor is determined to be non-responsible. In such an event, the Commissioner may complete the contractual requirements in any manner s/he may deem advisable and pursue legal or equitable remedies for the Contractor's breach.
- f. For Lack of Funds:  
The Contract 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 is received, in writing, by the Contractor from the Department.

II. Mitigation of Costs:

The Contractor shall not undertake any additional or new obligations under this Contract on or after the receipt of notice of termination without the prior written approval of the State. On or after the receipt of a notice of termination and during the termination notice period, the Contractor shall take all commercially reasonable and prudent actions to mitigate additional costs to the State and close out any unnecessary State obligations or expenses which do not impact the level of service required by the Contractor under the Agreement.

32. Continuing Obligation to Remain Responsible

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity, including the submission of an updated Vendor Responsibility Questionnaire. The Contractor is required to promptly report to the Department any material changes in the information reported in its initial Vendor Responsibility Questionnaire.

33. Suspension of Work

The Department reserves the right to suspend any or all activities under the Contract, at any time, in the best interests of the State. In the event of such suspension, the Contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reasons for such suspension include but are not limited to, a budget freeze on State spending or declaration of emergency. Upon issuance of such notice, the Contractor shall comply with the suspension order. Contractor shall be paid for Services performed prior to suspension in accordance with the Contract. Such suspension will be lifted upon written notice to Contractor. Nothing in this paragraph shall diminish the State's right to terminate the Contract as provided in the Contract.

#### 34. Default

- a. If either party breaches a material provision of this Contract and such breach remains uncured for a period of thirty (30) days after written notice thereof from the other party specifying the breach, then the other party may, at its option, terminate this Contract in accordance with the provisions of the Contract and exercise such other remedies as shall be available under the Contract, at law and/or equity.
- b. If, due to default that remains uncured for the period provided herein, a third party shall commence to perform Contractor's obligations under this Contract, the State shall thereafter be released from all obligations to Contractor hereunder, including any obligation to make payment to Contractor, provided however that the State shall continue to be obliged to pay for any and all Services provided prior to any such date, and if any lump-sum payment has been made, the State shall be entitled to a pro-rata refund of such payment.

#### 35. General Provisions as to Remedies

- a. Except as otherwise set forth in the Agreement, the Parties may exercise their respective rights and remedies at any time, in any order, to any extent, and as often as deemed advisable, without regard to whether the exercise of one right or remedy precedes, concurs with or succeeds the exercise of another. A single or partial exercise of a remedy shall not preclude a further exercise of the right or remedy or the exercise of another right or remedy from time to time. No delay or omission in exercising a right or remedy, or delay, inaction, or acquiescence to, an event otherwise constituting a breach or default under the Contract.
- b. In addition to any other remedies available to the State under the Contract and state and federal law for Contractor's default, the State may choose to exercise some or all of the following:
  - i. Suspend, in whole or in part, payments due to Contractor under this Contract;
  - ii. Pursue equitable remedies to compel Contractor to perform;
  - iii. Apply Service Credits against amounts due and owing by the State under the Contract; or
  - iv. Require Contractor to cure deficient performance or perform the requirements of the solicitation at no charge to the State.

#### 36. Cooperation with Third Parties

Upon request by the State, the Contractor shall reasonably cooperate with any third party designated by the State such as, but not limited to, other contractors or Subcontractors, including successor Contractors, retained by the State.

### 37. 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 the Contract 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. Contractor shall be authorized to provide copies of the Contract 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.

### 38. Accessibility

#### a. Web Accessibility:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified or superseded (the "Accessibility Policy"). The Accessibility Policy requires that the Department's Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by Contractor and any report on the results of such testing must be satisfactory to the Department.

#### b. Language Access for Individuals with Limited English Proficiency:

Executive Order 26 (EO 26), directs executive state agencies that provide direct public services to offer language assistance services (translation and interpretation) to people of Limited English Proficiency (LEP). If applicable, any solution being procured which is deemed to provide a "direct public service" must comply with EO 26.

### 39. Branding and Universal Web Navigation

Any public facing web-based information and applications development, or programming delivered pursuant to the Contract shall comply with New York State Information Technology Standard, NYS-S16-001- New York Universal Web Navigation and New York State Branding Guidelines as such policy and standard may be amended, modified or superseded.

#### 40. Migration

Contractor's services performed under this Contract will ensure easy migration of the Data including Confidential Information under this Contract by providing its solution in a manner designed to do so. This may include maintaining that information in a format that allows Department to easily transfer it to an alternative application platform. Contractor will make its Application Programming Interfaces (APIs) available to Department.

#### 41. Disclosure of Breach

Notwithstanding on any other provision of this Contract or requirements of law or regulation, the Contractor shall provide notice to the Department as soon as possible following the Contractor's discovery or reasonable belief that there has been unauthorized disclosure or loss of sensitive or Confidential Information ("Security Incident").

- a. Within twenty-four (24) hours of the discovery or reasonable belief of a Security Incident, the Contractor shall provide a written report to the Department detailing the circumstances of the incident, which includes at a minimum:
  - i. A description of the nature of the Security Incident;
  - ii. The type of Department information involved including the categories of data;
  - iii. Who may have obtained the Department information;
  - iv. What steps the Contractor has taken or shall take to investigate the Security Incident;
  - v. What steps the Contractor has taken or shall take to mitigate any negative effect of the Security Incident; and
  - vi. A point of contact for additional information.
- b. Each day, or as otherwise mutually agreed to in writing by the Department and Contractor, thereafter until the Contractor's investigation is complete or otherwise directed by the Department, the Contractor shall provide the Department with a written report regarding the status of the investigation and the following additional information as it becomes available:
  - i. Who is known or suspected to have gained unauthorized access to the Department's information;
  - ii. Whether there is any knowledge if the Department information has been used in an unauthorized fashion or compromised;
  - iii. What additional steps the Contractor has taken or shall take to investigate the Security Incident;

- iv. What steps the Contractor has taken or shall take to mitigate any negative effect of the Security Incident; and
  - v. What corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
- c. Contractor shall also take immediate and necessary steps needed to restore the information security system to prevent further breaches.
- d. The Contractor shall confer with the Department regarding the proper course for the investigation and risk mitigation. The Department reserves the right to conduct an independent investigation of any Security Incident, and should the Department choose to do so, the Contractor shall reasonably cooperate by making resources, personnel, and systems access available to the Department and the Department's authorized representative(s) who may include the New York State Chief Information Security Office.
- e. Subject to review and approval of the Department, the Contractor shall, at its own cost, without limitation, provide notice that satisfies the requirements of applicable law or regulation to individuals whose personal, confidential, or privileged data were compromised or likely compromised as a result of the Security Incident as well as notice to any regulatory authority as required under the Contract or applicable law or regulation. If the Department, in its sole discretion, elects to send its own separate notice, then all costs associated with preparing and providing notice shall be reimbursed to the Department by the Contractor. If the Contractor does not reimburse such costs within thirty (30) calendar days of the Department's written request, the Department shall have the right to collect such costs including as a set-off against moneys due the Contractor.
- f. The Department reserves the right to require the Contractor to provide commercially standard credit monitoring for any and all individuals affected by the data breach at the sole expense, without limitation, of the Contractor for a period not to exceed 12 months, which shall begin 30 days following the notice of offer from the Contractor of such credit monitoring to those affected individuals, which shall be within a reasonable time following the identification of such affected individuals. The Department reserves the right to require notice by regular or electronic mail.

# Appendix C

## **APPENDIX C - INFORMATION SECURITY REQUIREMENTS**

New York State Department of Civil Service  
March 2024

The following requirements shall be effective as of the date the Contractor or Contractor Staff first receives, maintains, transmits, accesses or otherwise comes into contact with Confidential Information (See Standard Clauses for All Department Contracts (Appendix B)). These requirements are intended to describe the minimum standard for physical, technical and administrative controls affecting Confidential Information in relation to the Services being provided under the Agreement.

The Department may suspend access to Department Systems or Data at any time if the Department, in its sole discretion, believes Contractor is not complying with any of its obligations herein.

### **Definitions**

All capitalized terms herein shall have the meaning as set forth in this Appendix. If not defined herein will have the meaning as set forth in the resulting Contract including the Appendices and Attachments thereto, or if not defined therein will have the meaning as defined in 45 C.F.R. Parts 160-164.

#### **1. Compliance**

Contractor agrees to preserve the confidentiality, integrity and accessibility of Data with administrative, technical and physical measures that conform to federal, State and Department mandates, and the security controls as stated herein, based upon the nature of the Project Services provided, the Data involved, and/or the location where such Project Services are provided. Accordingly, Contractor warrants, covenants and represents that it shall fully comply with all New York State Information Technology Cybersecurity Policies, Standards and Procedures published by the New York State Chief Information Security Office at <https://its.ny.gov/policies>, as amended from time to time, that are applicable to the Project Services being provided by Contractor. Contractor is responsible for understanding which policies and state or federal laws apply to the Project Services and the Data in scope for the Agreement. The Department is required to provide a minimum of thirty (30) days written notice to the Contractor of changes to policies or rules under this section. If the requirements set forth herein are not the same as the New York State enterprise security policy, standard or procedures, then the more restrictive requirement applies. Contractor is responsible for assessing and monitoring Subcontractor control environments for compliance with the standards as documented herein. The Department reserves the



right to immediately revoke system or access privileges where such privileges pose an undue risk to the State.

## **2. Acceptable Use of Information Technology Resources**

Contractor, including all Contractor Staff, accessing the State's Information Technology Resources in the course of their work for the Department are required to comply with New York State Information Technology Policy NYS-P14-001 – Acceptable Use of Information Technology Resources, as amended from time to time, prior to accessing any New York State Information Technology resources.

Access to the State's Networks, Systems, Data, or Facilities is provided to support the official business of the Department. Any use inconsistent with the Department's business activities and administrative objectives is considered unacceptable or inappropriate use.

The Department reserves the right to change its policies and rules at any time, with regard to the acceptable use of Department Networks, Systems, Data or Facilities. Non-compliance with these provisions or unacceptable use of Department Networks, Systems or Facilities may result in the revocation of system privileges, termination of the Agreement with Department, and/or criminal and/or civil penalties.

## **3. Information Security Program**

- 3.1. Contractor must maintain a written Information Security Program ("WISP") including documented policies, standards, and operational practices that meet or exceed the requirements and controls set forth herein to the extent applicable to the Project Services and identify an individual within the organization responsible for its enforcement. Contractor's WISP shall address, at a minimum, all security requirements as listed in these requirements, as amended from time to time, and comply with all state and federal data security and privacy laws applicable to the Department. This documentation will be reviewed by Contractor's security official, or its designee, at least annually and shall be updated periodically with changes to organization, technology, or Services. When implementing security controls Contractor shall take a risk-based approach. Any control exceptions which represent risk will be formally documented, monitored, and periodically reviewed.
- 3.2. Upon request by the Department, Contractor's WISP shall be made available to and reviewed by the Department or the Department's

representative. At the Department's request and at no cost to the Department, Contractor shall make mutually agreed upon, commercially reasonable modifications to its WISP or to its data security controls in order to conform to the requirements set forth herein. The Department reserves the right, in its sole discretion, to terminate Contractor's access to Confidential Information until such time as Contractor has made such modifications to its WISP or data security controls. Contractor shall notify the Department in writing of any changes to systems, facilities or WISP controls affecting Confidential Information. This notification should set forth in detail how such changes will impact the Confidential Information.

- 3.3. Contractor shall apply appropriate sanctions against Contractor Staff who fail to comply with security policies and procedures.
- 3.4. Contractor shall have processes and procedures in place so that Security Incidents will be reported through appropriate communications channels as quickly as possible. Contractor shall periodically test, review, and update such processes and procedures. All Contractor Staff shall be made aware of their responsibility to report any Events prior to being granted access to any Confidential Information. If at any time during the Agreement, Contractor becomes aware of an Event or that it or any of its Subcontractors will or do not meet the obligations described within these requirements, Contractor will immediately notify the Department.
- 3.5. Contractor shall periodically conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and Availability of Confidential Information. The assessment must be reviewed by Contractor's security official and used to inform the Contractor's information security program.
- 3.6. Upon request, the Contractor shall identify to the Department the security official who is responsible for the development and implementation of the Contractor's policies and procedures.

#### **4. Right to Assess, Audit and Certify**

- 4.1. The Department, or its designated agents, may assess or audit the effectiveness of Contractor's compliance with requirements herein. The Department shall provide advanced notice of any assessment or audit. The Parties shall mutually agree in writing to the timing of the assessment or audit.

- 4.2. Upon request, Contractor shall complete a security controls assessment conducted by the Department or its designated agent ("Security Assessment"). To the extent that the security controls assessment identifies any risks or deficiencies for which remediation is required, such remediation requirements or compensating controls (and the timeframes within which the remediation requirement or compensating control must be successfully implemented) will be provided in writing to the Contractor. The Department and Contractor agree to negotiate in good faith a mutually agreeable timeframe within which the remediation requirements or compensation controls must be successfully implemented. If an agreement cannot be had, the Department will make the final determination regarding the timeframe. Contractor's failure to complete any remediation requirements within the required timeframe shall be deemed to be a material breach of the Agreement.

Where the Contractor is a Business Associate, or hosts, maintains or has access to Department Protected Health Information, certification in the HITRUST Common Security Framework (CSF) is required. The Department, in its discretion, may accept a comparable industry accepted security assessment certification in lieu of a HITRUST Common Security Framework (CSF) certification. (For purposes of these requirements a SOC 2 attestation report is deemed a comparable industry accepted assessment.) If an alternative security assessment certification is accepted, then such alternative certification shall replace the following references to HITRUST.

- 4.2.1. If the Contractor has a HITRUST CSF Certification applicable to the Project Services and/or applications in scope for the Agreement as of the Effective Date of the Agreement and maintains it throughout the Agreement, then that HITRUST CSF certification, at the discretion of the Department, will be accepted in lieu of a security controls assessment identified in Section 4.2. Documentary evidence for HITRUST CSF certification must be provided to Department upon request and include, at a minimum, sections of the HITRUST CSF report that demonstrate Contractor's scoring across all domains and any corrective action plans required as a condition of certification. Upon Contractor's written request, the Department shall return all such documentary evidence to Contractor. The Department may ask questions related to the protection of Confidential Information after review of documentation supporting the

HITRUST CSF Certification. The Contractor's HITRUST CSF Certification does not waive Department's rights to assess under Section 4.1 herein or other audit rights, including rights to onsite facility inspection, provided elsewhere in the Agreement.

4.2.2. If the Contractor is without a HITRUST CSF certification or an approved alternative security assessment certification as of the Effective Date of the Agreement, Contractor shall:

- Complete and provide to the Department a HITRUST CSF Self-Assessment Report no later than 90 days after the Effective Date of the Agreement; and
- Obtain and provide to the Department a HITRUST CSF Validated Report no later than 18 months after the Effective Date of the Agreement; and
- Obtain and provide to the Department a HITRUST CSF certification and associated documentation, including but not limited to complete validated reports and corrective action plans, no later than 24 months after the Effective Date of the Agreement.

4.2.3. If Contractor has begun the process of obtaining a HITRUST CSF Certification before the Effective Date of the Agreement, then Contractor represents and warrants to the Department that all corrective action plans that are necessary to obtain a HITRUST CSF Validated Report and/or HITRUST CSF Certification and that have been identified to Contractor prior to the Effective Date shall be communicated to the Department and documented in writing to the Department.

4.2.4. Within 30 days of identification, the Contractor shall report to the Department any findings through the HITRUST engagement that materially impacts Confidential Information. In addition, the Contractor will provide the associated corrective action plans identified during any self-assessment or third-party assessment, including any assessment related to Contractor's independent certification/attestation. Contractor will provide the Department with any further Information associated with such findings, as reasonably requested by the

Department. Upon Contractor's written request, the Department shall return all such documentary evidence to Contractor.

4.2.5. If at any time during the Agreement, the CSF Certification is withdrawn for any reason, Contractor will contact the Department within 24 hours of learning of the issue to provide information and remediation plans regarding the withdrawal.

4.3. From time-to-time Contractor may be requested to respond to, inform and provide updates regarding specific high-risk security gaps or exposures that exist for new or emerging security vulnerabilities that are made publicly known for systems, applications, hardware devices, etc. In all instances Contractor will provide a response to any Department inquiry within five business days and will provide specific details as to the questions asked to ensure that the Department can appropriately evaluate the risk or exposure to the Confidential Information while still protecting the systems, applications, hardware devices etc. from further vulnerabilities.

## **5. Encryption**

- 5.1. Contractor shall apply encryption methodology that, at minimum, conforms to the New York State Encryption Standard (NYS-S14-007) or its successor policy.
- 5.2. Cryptographic key management procedures must be documented and include references to key lifecycle management (including provisioning, distribution, and revocation) and key expiration dates.
- 5.3. Access to encryption keys must be restricted to named administrators. Encryption keys must be protected in storage. For example, methods of acceptable key storage include encrypting keys or storing encryption keys within a hardware security module (HSM). Data-encrypting keys should not be stored on the same systems that perform encryption/decryption operations.
- 5.4. Except as otherwise agreed to in writing by the Contractor and Department, Confidential Information must be encrypted while in transit and at rest across at least the following types of assets:
- Public shared Networks
  - Non-wired Networks
  - Cloud Services

- Desktop and portable computing devices
- Mobile devices
- Portable media
- Back-ups
- Application or Network servers
- 'Plug & play' storage devices

## **6. Network and Systems Security**

- 6.1. Contractor shall utilize and maintain a commercially available, industry standard malware detection program which includes an automatic update function to ensure detection of new malware threats.
- 6.2. Contractor shall maintain an intrusion detection or prevention system that detects and/or prevents unauthorized activity traversing the Network.
- 6.3. Contractor shall have technical controls to detect, alert, and prevent the unauthorized movement of Data from Contractor's control (commonly referred to as Data Loss Prevention).
- 6.4. Networks or applications that contain Confidential Information must be separated from public Networks by a firewall to prevent unauthorized access from the public Network.
- 6.5. At managed interfaces, Network traffic is denied by default and allowed by exception (i.e., deny all, permit by exception).
- 6.6. Contractor shall establish security and hardening standards for Network devices, including Firewalls, Switches, Routers, Servers, and Wireless Access Points (baseline configuration, patching, passwords, and access control).
- 6.7. Web content filtering must be in place to restrict external webmail, instant messaging, file sharing and other Data leak vectors for any Contractor Staff with direct or indirect access to Confidential Information.
- 6.8. Quarterly (unless the System has an Impact Risk rating of High\* in which case monthly) vulnerability scans must be performed, and intrusion detection and identity management systems must be installed and monitored on all systems and components that handle, process, or store Confidential Information. Upon request, report summaries must be provided to the Department, including confirmation of remediation for

vulnerabilities identified as high- or medium-risk (or equivalent classifications). \* See NYS-S15-002 Vulnerability Management Standard.

- 6.9. At a minimum, Contractor shall engage a qualified third party to perform annual penetration testing of Contractor's Networks containing Confidential Information. The scope of the penetration testing must, at a minimum, include all internal/external systems, devices and applications that are used to process, store, or transmit Confidential Data. Contractor must provide the Department with summary results and a remediation plan at the Department's request.
- 6.10. If Contractor provides products or Services related to the Agreement through a Department portal or mobile applications, especially those which are internet-facing, or use Department domains, the Department's portal, mobile applications and domain are subject to Department scanning and assessments. Contractor agrees to remediate vulnerabilities identified during this process in a manner and timeline acceptable to the Department.
- 6.11. Contractor shall ensure that no unencrypted Confidential Information is stored in any system that is internet facing.
- 6.12. Contractor shall use secure means (i.e., HTTPS, FTPS) for all electronic transmission or exchange of System, user and application information with the Department.

## **7. Mobile Device Security Controls**

- 7.1. Contractor must have a documented mobile device policy that includes a documented definition for mobile devices and the acceptable usage and security requirements for all mobile devices. Such policy shall be consistent with Information Technology standards for Mobile Device Security (NYS-S14-09)
- 7.2. Where Contractor permits Bring Your Own Device (BYOD), Contractor must have a BYOD policy that defines the device and eligibility requirements for BYOD usage in the event that Confidential Information will be viewed or stored on devices that are not Contractor-issued mobile devices. This policy shall be consistent with the New York state policy on BYOD (NYS-S14-012).

- 7.3. Contractor must post and communicate the mobile device policy and requirements through Contractor's security awareness and training program.
- 7.4. Contractor must have a centralized mobile device management solution (MDM) deployed to all mobile devices that are permitted to store, transmit, or process Confidential Information.
- 7.5. Contractor's mobile device policy must require the use of encryption for either the entire device or for Confidential Information and must be enforceable through Contractor's MDM solution or other technical controls.
- 7.6. Contractor must enforce password policies for Contractor-issued mobile devices and/or BYOD mobile devices using Contractor's MDM solution or other technical controls.
- 7.7. Contractor's Information Technology department must provide remote wipe or corporate Data wipe for all mobile devices in the event that Confidential Information will be viewed or stored on mobile devices.

## **8. System and Application Controls**

- 8.1. All Confidential Information must be securely stored at all times to prevent loss and unauthorized access or disclosure.
- 8.2. Laptop and workstation systems that access Confidential Information remotely must utilize endpoint protection which includes a personal firewall and anti-malware protection.
- 8.3. Operating systems and application software used must be currently supported by the manufacturer.
- 8.4. Current versions of operating system and application software must be maintained, and patches applied in a timely manner for all systems and applications that receive, maintain, process, or otherwise access Confidential Information.
- 8.5. Confidential Information must not be used in any non-production environment such as testing or quality assurance unless de-identification of the Data has been performed. In the event that de-identification is not practical or feasible, compensating controls must be in place protecting the Data to the same level of protection as afforded to the production environment. Confidential Information must not be



placed into a nonproduction cloud computing environment unless deidentified or compensating controls are in place protecting the Data to the same level of protection as afforded to the production environment.

- 8.6. Confidential Information must be segmented from non-Department Information so that appropriate controls are in place to identify the Data as Department's in all instances, including backup and removable media, and to appropriately restrict access only to users authorized to view the Data. Logical separation must allow Data to be deleted when it is no longer required.
- 8.7. Logical controls, virtual machine zoning, virtualization security and segregation must be in place to help prevent attacks and exposure in multi-tenancy environments containing Confidential Information.
- 8.8. Contractor shall maintain an asset management system which records the movement of hardware and electronic media and any persons responsible, therefore.

## **9. Software Development Lifecycle**

- 9.1. The Contractor shall agree to maximize the number of security features and controls of any software development throughout the term of this Contract according to general industry standards, including, but not be limited to, the following terms and conditions. These provisions apply to the base product as well as any customizations to the product under this Contract.
- 9.2. The development process must use secure system development life cycle and secure coding practices standards as provided for in NYS-S13-001 Secure System Development Life Cycle Standard <https://its.ny.gov/secure-system-development-life-cycle> and the Secure Coding Standard NYS-S13-002 <https://its.ny.gov/information-security-policy>.
- 9.3. Contractor must use both an automated and manual source code analysis tool to detect and remediate security defects in code prior to production deployment.
- 9.4. Contractor must have policies and procedures in place to triage and remedy reported bugs and security vulnerabilities for the Project Services it provides to Department.
- 9.5. Contractor must have controls in place to prevent unauthorized access to its or Department's application, program, or object source

code and ensure that access is restricted to authorized personnel only.

- 9.6. National identifiers or Social Security Numbers must not be utilized as User IDs for logon to applications.

## **10. Physical Controls for the Protection of Confidential Information**

- 10.1. All Confidential Information received or created in paper form must be protected from viewing by unauthorized persons.
- 10.2. A clean desk policy will be enforced to ensure proper safeguarding of all hard copy Confidential Information.
- 10.3. Visitor logs documenting all individuals who are not Contractor Staff who gain access to the facility where Confidential Information is processed will be maintained.
- 10.4. Confidential Information shall not leave control of the Contractor without the written approval of Department.
- 10.5. Servers, enterprise data storage devices, backup tapes and media, and other computing devices that contain Confidential Information used to support Network communications must be located in a secure and restricted access location.
- 10.6. Monitoring cameras (e.g., CCTVs) must monitor ingress and egress to sensitive areas within the facility. The monitoring equipment (e.g., CCTV) feed must be monitored either internally or externally by a qualified team. Alerting procedures must be defined and notification performed to qualified Contractor personnel. Processes for retention and review of security logs (e.g., access and visitor logs, CCTV) must be in place. Cameras must be positioned in a way that Confidential Information is not readable on screens and/or on CCTV recordings or screen captures.
- 10.7. When investigation of an incident or Breach is required, summary reports related to the incident or Breach and all audit trails and CCTV recordings shall be made available to Department upon request and in a timely manner. Upon Contractor's written request, the Department shall return all such documentary evidence to Contractor.

## **11. Access Control**

- 11.1. Prior to gaining access to Confidential Information, Contractor Staff will have appropriate background checks completed in compliance with

state and federal law. See Standard Clauses for All Department Contracts (Appendix B), Onboarding and Suitability Determinations.

- 11.2. Security awareness training will be completed by Contractor Staff prior to access being granted to Confidential Information, and then completed on an annual basis going forward so long as access to Confidential Information continues. This training should include, at a minimum, guidance on defending against malware, protecting passwords, monitoring and reporting system notifications, social engineering, and handling sensitive Data. The Department may require Contractor Staff to complete Department specific security training at no additional cost to the Department.
- 11.3. Physical and logical access will be granted to the minimum Confidential Information necessary to meet the requirements of the user's scope of responsibilities.
- 11.4. Access reviews will be performed at least quarterly for privileged user accounts and at least annually for non- privileged user accounts. The Department reserves the right to request the Contractor to perform an additional access review for non-privileged user accounts if there is evidence of inappropriate access.
- 11.5. Only those individuals providing Project Services to the Department, or those who are responsible for administering or managing systems that contain Confidential Information, shall be authorized to access systems containing Confidential Information.
- 11.6. All Contractor Staff that are no longer required or authorized to access Confidential Information or systems that contain Confidential Information must have access promptly disabled.
- 11.7. Access to Confidential Information and systems that contain Confidential Information must be access controlled through the use of individual user IDs and passwords that substantially meet the NYS Authentication Tokens Standard NYS-S14-006 standard complexity rules and password lifetimes.
- 11.8. If it is suspected that a password has been compromised, the password must be immediately changed or reset.
- 11.9. Processes must be in place to create audit trails capable of determining who has accessed Confidential Information and/or systems that contain Confidential Information.

- 11.10. Remote access to systems or Networks that contain Confidential Information must use multi-factor authentication and a connection with Approved Encryption as defined in Section 5 above.
- 11.11. The Department reserves the right to immediately terminate remote access connections to Department or State Networks and Systems.
- 11.12. Upon request, Contractor shall provide reports within 48 hours for:
  - 11.12.1. List of all individuals with access to Confidential Information and/or systems that contain Confidential Information and the level of access granted;
  - 11.12.2. List of activity associated with any user ID who has access to Confidential Information; and
  - 11.12.3. Account management capabilities, such as account lockouts for unsuccessful logon attempts, defined inactivity times, remote access allowances, specific success and failure events, and management of elevated privilege accounts must be enforced.
- 11.13. All identity credentialing, authentication, Authorization, and access control events must be logged, and those logs are subject to periodic audit by the Department. At a minimum, the logs of all specified success and failure events associated with identity and access management in the computing environment it manages must be produced. These logs must then be archived for at least twelve months. These archived logs must be searchable and or discoverable. Contractor may redact information regarding those individuals who do not have access to the Department's data.

## **12. Data Protection**

Contractor must protect Confidential Information from unauthorized access, use, alternation, disclosure, or dissemination. The Contractor must, in accordance with applicable law and the instructions of the Department, maintain such Data for the time period required by applicable law, exercise due care for the protection of Data, and maintain appropriate data integrity safeguards against the deletion or alteration of such Data. If any Data is lost or destroyed because of any act or omission of the Contractor or any non-compliance with the obligations of this Contract, then Contractor shall, at its own expense, use its best efforts to reconstruct such Data as soon as feasible. In such event, Contractor shall reimburse the Department for any costs incurred by the Department in correcting, recreating, restoring or reprocessing such Data or in providing assistance therewith.

### **13. Physical Data Transport**

The Contractor shall use, if applicable, reputable means to physically transport Data. Deliveries must be made either via hand delivery by an employee of the Contractor or by restricted delivery via courier (e.g., FedEx, United Parcel Service, United States Postal Service) with shipment tracking and receipt confirmation. This requirement applies to transport between the Contractor's offices, to and from Subcontractors, and to the Department.

### **14. Data Return and Destruction**

At the expiration or termination of the Agreement, at the Department's option, the Contractor must provide the Department with a copy of the Data, including metadata and attachments, in a mutually agreed upon, commercially standard format. The Contractor must provide the Department continued access to the Data beyond the expiration or termination of the Agreement for the period designated in the Contract. Thereafter, except for Data required to be maintained by law or this Agreement, Contractor shall destroy Data from its systems and wipe all its data storage devices to eliminate any and all Data from Contractor's systems. The sanitization process must comply with New York State Security Policy NYS-S13-003. If immediate purging of all data storage components is not possible, the Contractor will certify that any Data remaining in any storage component will be safeguarded to prevent unauthorized disclosures. Contractor must then certify to the Department, in writing, that it has complied with the provisions of this paragraph.

### **15. Offshore Security Requirement**

Confidential Information, including Protected Health Information, is not permitted to be hosted, maintained, stored, processed or otherwise accessed outside CONUS ("offshore").

### **16. Contingency Planning**

Contractor will have documented Business Continuity and Disaster Recovery plans in place that include Information security controls. Such plans will be tested at least annually.

### **17. Incident Response**

17.1. Contractor will have a documented Incident Response Plan. Such plan will be tested at least annually.

17.2. Incident response roles and responsibilities must be clearly outlined between Contractor and Department as appropriate.

## **18. Payment Card Industry Data Security Standard**

If, in performing Project Services to or on behalf of Department, Contractor acts as a Merchant or payment card processor as defined by the Payment Card Industry Data Security (PCI DSS) standard, then Contractor agrees to comply with the applicable PCI DSS requirements.

## **19. Litigation Holds**

The Contractor must provide a detailed mechanism for how litigation holds will be implemented. This description shall include how metadata will be created, accessed, and stored in a cloud environment.

## **20. Cloud Services**

In addition to the above security requirements the following security provisions will apply to any State Data that is being hosted by a third-party provider (i.e., Cloud Service) at the provider's or a third-party facility. The provisions are related to security only and do not address maintenance and support or service levels.

### **20.1 FedRAMP and CAIQ**

a) All Cloud Services provided pursuant to this Contract shall comply with the standards set forth by the Cloud Security Alliance and/or Federal Risk and Authorization Management Program (FedRAMP) (<https://www.fedramp.gov>) for cloud services, and other applicable Federal and/or New York State laws, regulations, and requirements.

b) The Contractor must follow the National Institute of Standards and Technology (NIST) 800-53 guidelines for implementing system security and privacy controls and provide results of the Cloud Security Alliance Consensus Assessments Initiative Questionnaire (CAIQ) survey within 30 days of Contract approval, for the State's review. Thereafter on an annual basis, on the anniversary of the Contract Award, Contractor will provide, upon request of the State, a current CAIQ for the States review. The form is available at Cloud Security Alliance (<https://cloudsecurityalliance.org/>). The completion of this requirement is at the Contractor's expense with no additional cost to the State.

## 20.2 General Cloud Security

Contractor's and its Subcontractor(s)' cloud services environment and/or applications must be available on a 24 hours per day, 365 days per year basis, providing around-the-clock service to New York State users of such systems.

Contractor and its Subcontractor(s) must provide the State with reasonable advance notice of any major upgrades or system changes that they are performing. The State reserves the right to defer these changes if desired.

The Contractor shall maintain an up-to-date system contingency plan and assign personnel to coordinate joint contingency planning, training, and testing activities. In addition, Contractor shall have, and produce upon request, appropriate disaster recovery plans or processes to respond to events.

Contractor will provide to the State a profile of its and its Subcontractor(s)' data center facilities, networking infrastructure, security provisions, backup and recovery procedures, and disaster recovery plans to ensure State Data is protected and is recoverable in case of a system failure.

The following requirements are applicable to Contractor's and its Subcontractor(s)' development, testing and live production environments, for the cloud services provided to the State under this Contract:

- Contractor and its Subcontractor(s) shall establish and maintain appropriate environmental, safety, and facility procedures, data security procedures, and other safeguards against the destruction, corruption, loss, or alteration of the cloud services and any State Data to prevent unauthorized access, alteration or interference by third parties of the same.
- Contractor and its Subcontractor(s) shall utilize industry best practices and technology (including appropriate firewall protection, intrusion prevention tools, and intrusion detection tools) to protect, safeguard, and secure their cloud services systems and State Data against unauthorized access, use, and disclosure. Contractor and its Subcontractor(s) shall constantly monitor for any attempted unauthorized access to, or use or disclosure of, any of such materials and shall immediately take all necessary and appropriate action in the event any such attempt is discovered, within 48 hours of the discovery, or within a different period as agreed to by the State, notifying the State of any material or significant breach of security with respect to any such materials which impacts State Data.

- When software vulnerabilities are revealed and addressed by a Contractor patch, Contractor will obtain the patch from the applicable entity and categorize the urgency of applying the patch as either “critical” or “non-critical” in nature. The determination of the critical versus non-critical nature of patches is solely at the reasonable discretion of the Contractor in consultation with the State. Contractor will apply all critical security patches, hot fixes, or service packs as they are tested and determined safe for installation.
- The Cloud Services live production environment must be physically separate from the other environments. Contractor and its Subcontractor(s) shall maintain and implement procedures to physically and logically segregate State Data from Contractor’s data and data belonging to Contractor’s other customers.
- Security for any State Data hosted by Contractor, or its Subcontractors is the responsibility of Contractor and will not require customization by the State.
- Contractor shall ensure that a sufficient number of personnel of suitable experience, training, and skills are assigned in accordance with the cloud services. Contractor shall have general control and discretion to determine the methods by which Contractor performs and maintains its hosting or other cloud services; provided however, that Contractor shall comply with all terms and conditions herein and that Contractor shall be fully responsive regarding all State requests regarding all operational methods regarding Contractor’s and its Subcontractor(s)’ cloud services as they relate to the State.
- Contractor and its Subcontractor(s) providing cloud services to the State under this Contract must document their security policies, practices, and procedures related to the cloud services provided to the State and make such information available to the State upon request.
- At the State’s request, Contractor shall provide complete network connectivity diagrams for its cloud services to the State for review and approval prior to Cloud Services implementation.
- Contractor and its Subcontractor(s) must track and control all access entering and exiting its facilities used to provide the State with cloud services under this Contract, with physical security systems and video surveillance in place 24/7/365 days a year.
- Contractor and its Subcontractor(s) must apply standard software and hardware maintenance to its equipment as needed to address anomalies and



security concerns, including software hot-fixes and service packs, third-party software used by Contractor, and its Subcontractor(s) including operating system, backups, antivirus software, and any application software, hardware firmware, and BIOS updates with updates tested internally prior to install.

- Contractor and its Subcontractor(s) must deploy reliable industry best practice standard firewalls and anti-virus technologies to their cloud services systems that house NYS Confidential Information, with regular updates to virus definitions and logs monitored and maintained to ensure reliability and security.
- Contractor and its Subcontractor(s) must maintain toll free telephone lines for help desk support calls from State users of their cloud services systems.

## 20.5 Data Backup and Storage Management Services

Contractor shall do daily incremental backup of all State Data and full weekly backups for data recovery purposes.

Contractor shall backup all State Data to a location at a separate and distinct datacenter for disaster recovery purposes. Failover to an alternate site is to be available at all times with little or no notice.

In order to maintain uptime, critical services must be transferred in the event of a prolonged outage at the primary site. The alternate site must be located geographically separated from the primary site. Contractor's production facility and disaster recovery facility shall be located within the contiguous 48 states of the United States (CONUS) and no State Data shall be hosted outside of this geographic area. State Data shall be stored at the Contractor's or its Subcontractor(s)' production facility and at the disaster recovery facility for a number of specific days mutually agreed to by the Parties in a specific Transaction Document.

Contractor will assist the State, at no cost to the State, in the restoration of State Data that has been deleted or corrupted.

## 20.6 Audit Report

Within 30 days of Contract approval, Contractor will provide, at Contractor's expense, an independent third-party audit of controls related to the security, availability, or processing integrity of a system or the confidentiality or privacy of the information processed by that system for all systems used to perform the

services under the resulting Contract showing no deficiencies. Thereafter on an annual basis, at the contractor's expense. A full version of the audit report will be provided to the State, within 30 days of the anniversary date of the Contract. A Service Organization Control (SOC) 2 Type 2 audit report or approved equivalent sets the minimum level of a third-party audit. Any deficiencies identified in the audit report or where the Contractor is found to be noncompliant with Contract safeguards, must be remedied, within 90 days of the issue date of the audit report with proof of remediation provided to the State. The completion of this requirement is at the Contractor's expense with no additional cost to the State.

#### 20.7 Data Center Tier Compliancy

All data center(s) used to perform the services under the resulting Contract must be compliant to Uptime Institute standards.

#### 20.8 Development, Testing and Live Production Environments

All requirements are applicable to the Development, Testing, and Live Production Environments. Development and testing environments may be a scaled version of production if appropriate to the testing and development being performed.

The Live Production environment must be logically separate from the other environments.

#### 20.9 Audit Logs

Audit logs must capture all access to State Data (log information to include username, event type, event operation, event details, successful/unsuccessful authentication events, system start/stop, hardware attachment/detachment, system alerts and error messages, and other security events, unsuccessful attempts to access/modify/delete data being logged, or data in the event table). All audit logs should be to write-once media only. The State must have access to all audit logs. A minimum of 92 days of Audit logs must be available as per the New York State Security Logging Standard.

The technical and professional activities required for establishing, managing, and maintaining the environment are the responsibilities of the Contractor.

#### 20.10 Hosting Requirements

Contractor agrees that it shall perform the hosting services in a manner consistent with the following requirements:

- a) Host all State Data and maintain and implement procedures to logically segregate and secure State Data from Contractor's data and data belonging to Contractor's other customers, including other governmental entities.
- b) Establish and maintain appropriate environmental, safety, and facility procedures; data security procedures; and other safeguards against the destruction, corruption, loss, or alteration of the hosting Services and any State Data, and to prevent unauthorized access, alteration, or interference by third parties of the same.
- c) Utilize industry best practices and technology (including appropriate firewall protection, intrusion prevention tools, and intrusion detection tools) to protect, safeguard, and secure the System and State Data against unauthorized access, use, and disclosure. Contractor shall constantly monitor for any attempted unauthorized access to, or use or disclosure of, any of such materials and shall immediately take all necessary and appropriate action in the event any such attempt is discovered, promptly notifying the State of any material or significant breach of security with respect to any such materials.
- d) When software vulnerabilities are revealed and addressed by a vendor patch, Contractor will obtain the patch from the applicable vendor and categorizes the urgency of application as either "critical" or "non-critical" in nature. The determination of the critical versus non-critical nature of patches is solely at the reasonable discretion of Contractor in consultation with the State. Contractor will apply all critical security patches, hot fixes, or service packs as they are tested and determined safe for installation.

#### 20.11 Access to Production Data

The State will determine when live data populate any hosted database. Once the State declares that the system is "live," all Contractor or Sub-Contractor staff that need access to the application, database, server or backup data/media must be pre-approved by the State before access is granted. Audit logs must capture all access to the application, database, server or backup data/media (log information to include username, event type, event operation, event details, successful/unsuccessful authentication events, system start/stop, hardware attachment/detachment, system alerts and error messages and other security events, unsuccessful attempts to access/modify/delete data being logged or data in the event table) and available to the State. All audit logs should be to write-once media only. The State must have access to all audit logs in a format

acceptable to the State.

#### 20.12 Vulnerability Scanning

- a) The State will also have the option to perform monthly environment vulnerability scanning. Contractor must address all critical or severe (priority and secondary level) vulnerabilities found during scanning in a reasonable timeframe as agreed upon with the State.
- b) The State will have the option to perform application scanning and web server scanning, as needed. Contractor must address all high and medium vulnerabilities found during scanning in a reasonable timeframe as agreed upon with the State.

# Appendix D

## **Appendix D Insurance Requirements**

Prior to the start of work the Offeror shall procure, at its sole cost and expense, and shall maintain in force at all times during the term of any Contract resulting from this IFB, policies of insurance as required by this section, written by companies that have an A.M. Best Company rating of "A-," Class "VII" or better. In addition, companies writing insurance intended to comply with the requirements of this Section 4.7 should be licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York. The Department may, in its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when certificates and/or other policy documents are accompanied by a completed Excess Lines Association of New York (ELANY) affidavit or other documents demonstrating the company's strong financial rating. If, during the term of a policy, the carrier's A.M. Best rating falls below "A-," Class "VII," the insurance must be replaced, on or before the renewal date of the policy, with insurance that meets the requirements above. These policies must be written in accordance with the requirements of the paragraphs below, as applicable.

An Offeror shall deliver to the Department evidence of the insurance required by this IFB and any Contract resulting from this IFB in a form satisfactory to the Department. Policies must be written in accordance with the requirements of the paragraphs below, as applicable. While acceptance of insurance documentation shall not be unreasonably withheld, conditioned or delayed, acceptance and/or approval by the Department does not, and shall not be construed to, relieve an Offeror of any obligations, responsibilities or liabilities under this IFB or any Contract resulting from this IFB.

The Offeror shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the term of any Contract resulting from this IFB.

### **1. General Conditions**

- a. All policies of insurance required by this Solicitation or any Contract resulting from this IFB shall comply with the following requirements:
  - i. Coverage Types and Policy Limits. The types of coverage and policy limits required from the selected Offeror are specified in paragraph 12. Specific Coverages and Limits below.
  - ii. Policy Forms. Except as may be otherwise specifically provided herein, or agreed to in any Contract resulting from this IFB, all policies of insurance shall be written on an occurrence basis.
  - iii. Certificates of Insurance/Notices. The selected Offeror shall provide the Department with a Certificate or Certificates of Insurance, in a form satisfactory to the Department, as detailed below, and pursuant to the timelines set forth in paragraph 11 below. Certificates should reference the Solicitation or award

## **Appendix D Insurance Requirements**

number and shall name the New York State Department of Civil Service, Agency Building 1, Empire State Plaza, Albany, NY 12239, as the certificate holder.

- b. Certificates of Insurance shall:
  - i. Be in the form acceptable to the Department and in accordance with the New York State Insurance Law (e.g., an ACORD certificate);
  - ii. Disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by this Solicitation or any Contract resulting from this Solicitation;
  - iii. Be signed by an authorized representative of the insurance carrier of the referenced insurance carriers; and
  - iv. Contain the following language in the Description of Operations / Locations / Vehicles section of the Certificate or on a submitted endorsement as applicable: Additional insured protection afforded is on a primary and non-contributory basis. A waiver of subrogation is granted in favor of the additional insureds.
- c. Only original documents (Certificates of Insurance and any endorsements and other attachments) or electronic versions of the same that can be directly traced back to the insurer, agent or broker via e-mail distribution or similar means will be accepted.

The Department generally requires an Offeror to submit only certificates of insurance and additional insured endorsements, although the Department reserves the right to request other proof of insurance. An Offeror should refrain from submitting entire insurance policies, unless specifically requested by the Department. If an entire insurance policy is submitted but not requested, the Department shall not be obligated to review and shall not be chargeable with knowledge of its contents. In addition, submission of an entire insurance policy not requested by The Department does not constitute proof of compliance with the insurance requirements and does not discharge an Offeror from submitting the requested insurance documentation.

### **2. Primary Coverage**

All liability insurance policies where the Department is required to be included as an additional insured, shall provide that the required coverage shall be primary and non-contributory to other insurance available to the Department and their

## **Appendix D Insurance Requirements**

officers, agents, and employees. Any other insurance maintained by the Department and their officers, agents, and employees shall be excess of and shall not contribute with the Offeror's insurance. Insurance policies that remove or restrict blanket contractual liability located in the "insured contract" definition (as generally stated in Section V, Number 9, Item f in the Insurance Services Offices (ISO) Commercial General Liability (CGL) policy) so as to limit coverage against Claims that arise out of the work, or that remove or modify the "insured contract" exception to the employers liability exclusion, or that do not cover the Additional Insured for Claims involving injury to employees of the Named Insured or subcontractors, are not acceptable.

### **3. Breach for Lack of Proof of Coverage**

The failure to comply with the requirements of this Attachment at any time during the term of any Contract resulting from this Solicitation shall be considered a breach of the terms of any Contract resulting from this Solicitation and shall allow the Department and their officers, agents, and employees to avail themselves of all remedies available under any Contract resulting from this Solicitation, at law or in equity.

### **4. Self-Insured Retention/Deductibles**

Certificates of Insurance must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured retentions above \$100,000.00 are subject to approval from the Department. Such approval shall not be unreasonably withheld, conditioned or delayed. An Offeror shall be solely responsible for all claim expenses and loss payments within the deductibles or self-insured retentions. If the Offeror is providing the required insurance through self-insurance, evidence of the financial capacity to support the self-insurance program along with a description of that program, including, but not limited to, information regarding the use of a third-party administrator shall be provided upon request.

### **5. Subcontractors**

Prior to the commencement of any work by a Subcontractor, the Offeror shall require such Subcontractor to procure policies of insurance as required by this section and maintain the same in force during the term of any work performed by that Subcontractor. An Additional Insured Endorsement (ISO coverage form CG 20 38 04 13), or the equivalent, evidencing such coverage shall be provided to the Offeror prior to the commencement of any work by a subcontractor and pursuant to the timelines set forth in Section 4.7(11), as applicable, and shall be provided to the Department upon request. For subcontractors that are self-insured, the subcontractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the subcontractor would



## **Appendix D Insurance Requirements**

have been required to pursuant to this section had the subcontractor obtained such insurance policies.

### **6. Waiver of Subrogation**

For all liability policies (except Professional Liability and Data Breach/Cyber Liability), the Offeror shall cause to be included in its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against the Department and their officers, agents, and employees, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if the Offeror waives or has waived before the casualty, the right of recovery against the Department and their officers, agents, and employees or (ii) any other form of permission for the release of the Department any entity authorized by law or regulation to use any Contract resulting from this Solicitation and their officers, agents, and employees. A Waiver of Subrogation Endorsement shall be provided upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.

### **7. Additional Insured**

The Offeror shall cause to be included in each of the liability policies (except Professional Liability and Data Breach/Cyber Liability) required below coverage for on-going and completed operations naming as additional insureds (via ISO coverage forms CG 20 10 04 13 or 20 38 04 13 and CG 20 37 04 13 and form CA 20 48 10 13, or a form or forms that provide equivalent coverage): the Department and their officers, agents, and employees. An Additional Insured Endorsement evidencing such coverage shall be provided to the Department pursuant to the timelines set forth in Section 11 below. A blanket Additional Insured Endorsement evidencing such coverage is also acceptable. For Offerors who are self-insured, the Offeror shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the Offeror would have been required to pursuant to this Attachment had the Contractor obtained such insurance policies.

### **8. Excess/Umbrella Liability Policies**

Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies. If coverage limits are provided through excess/umbrella liability policies, then a Schedule of underlying insurance listing policy information for all underlying insurance policies (insurer, policy number, policy term, coverage and limits of insurance), including proof that the excess/umbrella insurance follows form must be provided upon request. Unrelated underlying policies included in the Schedule that are not required to meet the insurance requirements may be redacted from the Schedule.

## **Appendix D Insurance Requirements**

### **9. Notice of Cancellation or Non-Renewal**

Policies shall be written so as to include the requirements for notice of cancellation or non-renewal in accordance with the New York State Insurance Law. Within five (5) Business Days of receipt of any notice of cancellation or non-renewal of insurance, the Offeror shall provide the Department with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements of this Solicitation and any Contract resulting from this Solicitation.

### **10. Policy Renewal/Expiration**

Upon policy renewal/expiration, evidence of renewal or replacement of coverage that complies with the insurance requirements set forth in this Solicitation and any Contract resulting from this Solicitation shall be delivered to the Department. If, at any time during the term of any Contract resulting from this Solicitation, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Solicitation or any Solicitation and any Contract resulting from this Solicitation, or proof thereof is not provided to the Department, the Offeror shall immediately cease work. The Offeror shall not resume work until authorized to do so by the Department.

### **11. Deadlines for Providing Insurance Documents after Renewal or Upon Request**

As set forth herein, certain insurance documents must be provided to the Department contact identified in the Contract Award Notice after renewal or upon request. This requirement means that the Offeror shall provide the applicable insurance document to the Department as soon as possible but in no event later than the following time periods:

- a. For certificates of insurance: 5 Business Days from request or renewal, whichever is later;
- b. For information on self-insurance or self-retention programs: 15 Calendar Days from request or renewal, whichever is later;
- c. For other requested documentation evidencing coverage: 15 Calendar Days from request or renewal, whichever is later;
- d. For additional insured and waiver of subrogation endorsements: 30 Calendar Days from request or renewal, whichever is later; and

## Appendix D Insurance Requirements

- e. For notice of cancellation or non-renewal and proof of replacement coverage that complies with the requirements of this section: 5 Business Days from request or renewal, whichever is later.

Notwithstanding the foregoing, if the Offeror shall have promptly requested the insurance documents from its broker or insurer and shall have thereafter diligently taken all steps necessary to obtain such documents from its insurer and submit them to the Department, the Department shall extend the time period for a reasonable period under the circumstances, but in no event shall the extension exceed 30 Calendar Days.

### 12. Specific Coverage and Limits

Insurance Type		Proof of Coverage is Due
<b>Commercial General Liability Insurance</b>	\$1,000,000 each occurrence	Upon notification of tentative of award and updated in accordance with Contract
General Aggregate	\$2,000,000	
Products/Completed Operations	\$2,000,000	
Personal and Advertising Injury	\$1,000,000	
Medical Expense	\$5,000	
<b>Business Automobile Liability Insurance</b>	\$1,000,000 each accident	
<b>Professional Liability Insurance (Errors and Omissions)</b>	\$2,000,000 each claim	
<b>Technology Errors &amp; Omissions Insurance</b>	\$2,000,000 each claim	
<b>Data Breach/Cyber Liability Insurance</b>	\$5,000,000 each claim	
<b>Crime</b>	\$50,000	
<b>Workers' Compensation</b>		With bid submission
<b>Disability Benefits</b>		

#### 1. Commercial General Liability

Commercial General Liability Insurance, (CGL) shall be written on the current edition of ISO occurrence form CG 00 01, or a substitute form providing equivalent coverage and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury,

## **Appendix D Insurance Requirements**

cross liability coverage, and liability assumed in a contract (including the tort liability of another assumed in a contract). Policy shall include bodily injury, property damage, and broad form contractual liability coverage. The limits under such policy shall not be less than the following:

- i. Each Occurrence – \$1,000,000.00
- ii. General Aggregate – \$2,000,000.00
- iii. Products/Completed Operations – \$2,000,000.00
- iv. Personal Advertising Injury – \$1,000,000.00
- v. Medical Expense – \$5,000.00

Coverage shall include, but not be limited to, the following:

- i. Premises liability;
- ii. Independent contractors/subcontractors;
- iii. Blanket contractual liability, including tort liability of another assumed in a contract;
- iv. Defense and/or indemnification obligations, including obligations assumed under any Contract resulting from this Solicitation;
- v. Cross liability for additional insureds;
- vi. Products/completed operations for a term of no less than 1 year, commencing upon acceptance of the work, as required by the Contract;

The CGL policy, and any umbrella/excess policies used to meet the “Each Occurrence” limits specified above, must be endorsed to be primary with respect to the coverage afforded the Additional Insureds, and such policy(ies) shall be primary to, and non-contributing with, any other insurance maintained by the Department. Any other insurance maintained by the Department shall be excess of and shall not contribute with the Contractor’s or Subcontractor’s insurance, regardless of the “Other Insurance” clause contained in either party’s policy(ies) of insurance, if applicable.

### **2. Business Automobile Liability Insurance**

## **Appendix D Insurance Requirements**

The Contractor shall carry and maintain applicable coverage in the amount of at least \$1,000,000.00 per occurrence.

Such insurance shall cover liability arising out of automobiles used in connection with performance under this Contract, including owned, leased, hired and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Laws of the State of New York to bear, license plates.

In the event that the Contractor does not own, lease, or hire any automobiles used in connection with performance under any Contract resulting from the Contract, the Contractor does not need to obtain Business Automobile Liability Insurance, but must attest to the fact that the Contractor does not own, lease or hire any automobiles used in connection with performance under the Contract on a form provided by Civil Service. If, however, during the term of the Contract, the Contractor acquires, leases, or hires any automobiles that will be used in connection with performance under the Contract, the Contractor must obtain Business Automobile Liability Insurance that meets all of the requirements of this section and provide proof of such coverage in accordance with the insurance requirements of the Contract.

### **3. Professional Liability Insurance (Errors and Omissions)**

The Offeror shall maintain Professional Errors and Omissions (Professional Liability) in the amount of at least \$2,000,000.00 each occurrence, for claims arising out of but not limited to alleged wrongful acts, including breach of contract, bad faith and negligence. Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services.

- i. Such insurance shall include coverage of all professionals and technical personnel whose actions could be considered “professional services” arising out of the scope of services as additional named insureds.
- ii. If coverage is written on a claims-made policy, the Offeror warrants that any applicable retroactive date precedes the start of work; and that continuous coverage will be maintained, or an extended discovery period exercised, throughout the performance of the services and for a period of not less than three years from the time work under any Contract resulting from this Solicitation is completed. Written proof of this extended reporting period must be provided to the Department upon request.
- iii. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of any Contract resulting from this Solicitation.

## **Appendix D Insurance Requirements**

### **4. Technology Errors & Omissions Insurance**

The Offeror shall maintain, during the term of any Contract, Technology Errors and Omissions Insurance in the amount of at least \$2,000,000.00 each occurrence, for claims for damages arising from computer-related services including, but not limited to, the following: consulting, data processing, programming, system integration, hardware or software development, installation, distribution or maintenance, systems analysis or design, training, staffing or other support services, any electronic equipment, computer software developed, manufactured, distributed, licensed, marketed or sold. The policy shall include coverage for third party fidelity including cyber theft if coverage is not met in a Data Breach and Privacy/Cyber Liability policy or a Fidelity/Employee Dishonesty policy.

If the policy is written on a claims-made basis, the Offeror must provide to the Department proof that the policy provides the option to purchase an Extended Reporting Period (tail coverage) providing coverage for no less than one (1) year after work is completed in the event that coverage is canceled or not renewed. This requirement applies to both primary and excess liability policies, as applicable.

### **5. Data Breach/Privacy/Cyber Liability Insurance**

An Offeror is required to maintain during the term of any Contract and as otherwise required herein, Data Breach and Privacy/Cyber Liability Insurance in the amount of at least \$5,000,000.00 each occurrence, including coverage for failure to protect confidential information and failure of the security of the Offeror's computer systems or the Department systems due to the actions of the Offeror which results in unauthorized access to the Department or their data. Coverage may be satisfied through alternative insurance policies.

Said insurance shall provide coverage for damages arising from, but not limited to the following:

- i. Breach of duty to protect the security and confidentiality of nonpublic proprietary corporate information;
- ii. Personally identifiable nonpublic information (e.g., medical, financial, or personal in nature in electronic or non-electronic form);
- iii. Privacy notification costs;
- iv. Regulatory defense and penalties;
- v. Website media liability; and
- vi. Cyber theft of customer's property, including but not limited to money and securities, unless coverage is provided under a

## **Appendix D Insurance Requirements**

Fidelity/Employee Dishonesty policy or bond (subject to verification by the State).

### **6. Crime Insurance**

If, during the term of any Contract resulting from this Solicitation, the Contractor plans to enter the premises of an Authorized User to fulfill its obligations under this Solicitation or any Contract resulting from this Solicitation, the Contractor is required to fulfill the Crime Insurance requirements herein and shall be required to provide proof of compliance with the requirements. The Contractor shall maintain, during the term of the Contract, Crime Insurance on a "loss sustained form" or "loss discovered form," and coverage must include the following:

- The policy must allow for reporting of circumstances or incidents that might give rise to future claims.
- The policy must include an extended reporting period of no less than one (1) year with respect to events which occurred but were not reported during the term of the policy.
- Any warranties required by the Contractor's insurer as a result of any Contract resulting from this Solicitation must be disclosed and complied with. Said insurance shall extend coverage to include the principals (all directors, officers, agents and employees) of the Contractor as a result of any Contract resulting from this Solicitation.
- The policy shall include coverage for third-party fidelity and name "The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation as an Authorized User and their officers, agents, and employees" as "Loss Payees" for all third-party coverage secured. This requirement applies to both primary and excess liability policies, as applicable.
- The policy shall not contain a condition requiring an arrest and conviction.
- The policy shall include coverage for, but is not limited to, employee theft, forgery or alteration, inside the premises-theft of money and securities, inside the premises-robbery or safe burglary of other property, outside the premises computer crime/fraud, and money orders and counterfeit paper currency.

If coverage is provided as underlying coverage of another policy, all requirements must be met within the primary policy.

### **13. Insurance Requirements**

Sections 57 and 220 of the New York State Workers' Compensation Law require the heads of all municipal and state entities to ensure that businesses applying for contracts have appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original contracts and

## Appendix D Insurance Requirements

renewals. **Failure to provide proper proof of such coverage or a legal exemption will result in a rejection of a Bid or any contract renewal. A Bidder will not be awarded a Contract unless proof of workers' compensation and disability insurance is provided to New York State Department of Civil Service.** Proof of workers' compensation and disability benefits coverage, or proof of exemption must be submitted to New York State Department of Civil Service at the time of notification of tentative award, policy renewal, contract renewal and upon request. Proof of compliance must be submitted on one of the following forms designated by the New York State Workers' Compensation Board. **An ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.**

- a. The following forms meet the Departments requirements for proof of New York State Workers' Compensation

- i. CE-200 Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage Is Not Required:

Form CE-200 can be filled out electronically on the New York State Workers Compensation Board's website, [www.businessexpress.ny.gov](http://www.businessexpress.ny.gov) under the heading "Top Requests" on the home page. Applicants filling electronically are able to print a finished Form CE-200 immediately upon, completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any District Office of the Workers Compensation Board. Applicants using the manual process may wait up to four (4) weeks before receiving a CE-200.

- ii. C-105.2 Certificate of Workers' Compensation Insurance (the contractor's insurance carrier provides this form) PLEASE NOTE: The New York State Insurance Fund provides its own version of this form, the U-26.3
    - iii. SI-12 Certificate of Workers' Compensation Self-Insurance (To obtain this form, the contractor needs to call the New York State Workers' Compensation Board, Self-Insurance Office at 518-402-0247), OR GSI-105.2 – Certificate of Participation in Workers' Compensation Group Self- Insurance (The Contractors Group Self- Insurer will provide this form).

- b. The following forms meet the Departments requirements for proof of New York State Workers' Compensation



## **Appendix D Insurance Requirements**

New York State Disability Benefits Insurance Coverage:  
Section 220(8) of the New York State Workers' Compensation Law (WCL) requires that State and municipal entities prior to entering into a contract must ensure that the contractor applying for that contract has appropriate New York State disability benefits insurance. All bidders receiving a conditional award must submit one of the following forms in order to meet this requirement.

- i. CE-200 Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage Is Not Required:

Form CE-200 can be filled out electronically on the New York State Workers Compensation Board's website, [www.businessexpress.ny.gov](http://www.businessexpress.ny.gov) under the heading "Top Requests" on the home page. Applicants filling electronically are able to print a finished Form CE-200 immediately upon completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any District Office of the Workers Compensation Board. Applicants using the manual process may wait up to four (4) weeks before receiving a CE-200.

- ii. DB-120.1 Certificate of Disability Benefits Insurance (the contractor's insurance carrier provides this form)
- iii. DB-155 Certificate of Disability Benefits Self-Insurance (To obtain this form the contractor needs to call the New York State Workers Compensation Board's Self-Insurance Office at 518-402-0247).

Prior to entering into a Contract with the Department, the selected Offeror and Subcontractor(s) or Affiliates, with more than \$100,000 in expected expenses over the life of the Contract, if any, will be required to verify for the Department, on forms authorized by the New York State Workers' Compensation Board, the fact that they are properly insured or are otherwise in compliance with the insurance provisions of the WCL. The above forms to be used to show compliance with the WCL are listed in Compliance with NYS Workers' Compensation Law. An ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.

Any questions relating to either workers' compensation or disability benefits coverage should be directed to the New York State Workers' Compensation Board,

## **Appendix D Insurance Requirements**

Bureau of Compliance at 518-486-6307. Information on the requirements of the New York State Workers' Compensation Law is available at [http://www.wcb.ny.gov/content/main/Employers/requirements-](http://www.wcb.ny.gov/content/main/Employers/requirements-businessesapplying-government-permits-licenses-contracts.pdf)

[businessesapplying-government-permits-licenses-contracts.pdf](http://www.wcb.ny.gov/content/main/Employers/requirements-businessesapplying-government-permits-licenses-contracts.pdf)

To the extent that the Offeror is proposing the use of Subcontractors or Affiliates, the Offeror must verify for the Department, on forms authorized by the New York State Workers' Compensation Board, the fact that the Subcontractors or Affiliates are properly insured or are otherwise in compliance with the insurance provisions of the WCL.

EXHIBIT 1



Department of  
Civil Service

“Employee Benefit Card Specifications”

Employee Benefit Card  
Contract C000747

Card Stock Specifications: Core Color of the Card Stock = White, CR-80, PVC, 27 Mil thick

Card Dimensions

Card size: 3.375" W x 2.125" H  
Corner radius: .125"

CARD FRONT

Colors Used  
PMS 288 C and Black

Enrollee Number

Font: Proxima Nova Semibold  
Size: 14/15  
Placement:  
.1875" from left edge of card  
.7105" from top edge of card

123456789

JEANNIE EMPIRE PLAN ENROLLEE  
JOHN EMPIRE PLAN DEPENDENT PARTNER  
JANE EMPIRE PLAN DEPENDENT  
MICHAEL EMPIRE PLAN DEPENDENT  
JAMES EMPIRE PLAN DEPENDENT  
MARY EMPIRE PLAN DEPENDENT

In-network OOP Limits: Drug: \$XXXX, Non-Drug: \$XXXX (Ind; Drug: \$XXXX, Non-Drug: \$XXXX (Family)  
Non-network Combined Deductible: \$XXXX (Enrollee; Spouse/Partner; all Children combined)  
Non-network Combined Coinsurance Max: \$XXXX (Enrollee; Spouse/Partner; all Children combined)  
Physical Medicine Program Deductible: \$XXX (Enrollee; Spouse/Partner; all Children combined)

NYSHIP-Empire Plan Lockup

Size: 2.1632" W x .3469" H  
Placement: .1875" from top  
.6055" from card left  
Color: PMS 288 C

Enrollee Names

Font: Proxima Nova Medium  
Size: 7/8  
Color: Black  
Placement:  
.1875" from left edge of card  
.9375" from top edge of card

DEPENDENTS VERSION

OOP Limits/Deductibles/Coinsurance Variable Data

Font: Proxima Nova Condensed Regular  
Bold Font: Proxima Nova Condensed Bold  
Size: 5/6  
Color: Black  
Placement: .1875" from left edge of card  
1.641" from top edge of card

ENROLLEE VERSION

OOP Limits/Deductibles/Coinsurance Variable Data

Font: Proxima Nova Condensed Regular  
Bold Font: Proxima Nova Condensed Bold  
Size: 7/8  
Color: Black  
Placement: .1875" from left edge of card  
1.5391" from top edge of card

VARIABLE DATA TEXT FOR ENROLLEE VERSION:

In-network Out-of-Pocket Limits: Drug: \$XXXX, Non-Drug: \$XXXX  
Non-network Combined Deductible: \$XXXX  
Non-network Combined Coinsurance Max: \$XXXX  
Physical Medicine Program Deductible: \$250

# EXHIBIT 1



Department of  
Civil Service

## "Employee Benefit Card Specifications"

Employee Benefit Card  
Contract C000747

### Call out box

Size: 1.0353" W × 1.229" H  
Placement: Bleeds top and left  
Color: PMS 288 C

### "For enrollee services" text

Font: Proxima Nova Condensed Bold  
Size: 6/6.5 centered  
with .05" space after  
Color: White  
Placement:  
.1645" from left edge of card  
.1355" from top edge of card

## CARD BACK

For enrollee services,  
precertification &  
provider relations,  
please call:  
**1-877-7-NYSHIP**  
(1-877-769-7447)  
For details on your  
health benefits, visit  
[www.cs.ny.gov/employee-benefits](http://www.cs.ny.gov/employee-benefits)

Providers: This card represents but does not guarantee enrollment in the New York State Health Insurance Program (NYSHIP) for Government Employees.

Submit hospital, skilled nursing facility and hospice claims to your local Blue Plan. Hospital and related services provided by Anthem HealthChoice Assurance, Inc., a licensee of the Blue Cross and Blue Shield Association.



Submit medical provider claims in accordance with your participating provider agreement. Submit behavioral health provider claims to Carelton Behavioral Health. All other non-hospital providers call 1-877-769-7447 for information about eligibility, benefits and claims submission. In-network Drug OOP Limit does not apply to Empire Plan Medicare Rx enrollees.  
Administered by the New York State Department of Civil Service

### "Administered by" text

Font: Proxima Nova Condensed Regular  
Size: 5/6 | Color: PMS 288 C  
Placement: 1.8075" from left edge of card (centered)  
1.9455" from top edge of card

### "Providers" text

Font: Proxima Nova  
Condensed Regular  
Bold Font: Proxima Nova  
Condensed Bold  
Size: 6/7 with .03 space after  
Color: Black  
Placement:  
1.1005" from left edge of card  
.1945" from top edge of card

### "Submit" text

Font: Proxima Nova  
Condensed Regular  
Size: 6/7 with .03 space after  
Color: Black  
Placement:  
.1875" from left edge of card  
1.489" from top edge of card

### UnitedHealthcare Logo

Size: .4331" W × .1359" H  
Color: Black  
Placement:  
.1875" from card left edge  
1.291" from card top

### "Group #" text

Font: Proxima Nova  
Condensed Regular;  
tracked -20  
Size: 6/7 | Color: Black  
Placement:  
.6985" from card left edge  
1.3215" from card top

### MultiPlan Logo

Size: .3631" W × .1239" H  
Placement:  
1.2445" from card  
left edge  
1.3025" from card top  
Color: Black

### Carelton Logo

Size: .4152" W × .1077" H  
Placement:  
1.69" from card  
left edge  
1.31" from card top  
Color: Black

### CVS caremark Logo

Size: .5304" W × .06" H  
Placement:  
2.1875" from card  
left edge  
1.3195" from card top  
Color: Black

### "Bin #" text

Font: Proxima Nova  
Condensed Regular;  
tracked -20  
Size: 6/7 | Color: Black  
Placement:  
2.7935" from card  
left edge  
1.395" from card top

### BlueCross Logo

Size: .1522" W × .1499" H  
Placement: 1.1464" from card left edge  
1.068" from card top  
Color: Black

### PPO Logo

**PPO** Font: Proxima Nova Bold  
Size: 4/5  
**HOSPITAL ONLY** Font:  
Proxima Nova Bold  
Size: 3/4  
Placement: .016" below suitcase,  
centered

**Suitcase** Size: .1559" W × .1257" H  
Color: Black  
**Suitcase** Placement:  
1.4795" from card left edge  
1.0501" from card top

### Blue Cross Plan 303

Font: Proxima Nova Condensed Bold  
Size: 4/4.5  
Color: Black  
Placement: 1.9665" from card left edge  
1.1045" from card top

### Blue Cross Prefix: YLS

**Blue Cross Prefix** Font:  
Proxima Nova Bold  
Size: 5/5  
**YLS** Font: Proxima Nova  
Condensed Bold  
Size: 7/5  
Color: Black  
Placement: 2.4095" from card left edge  
1.1565" from card top

EXHIBIT 2



Department of  
Civil Service

**"Sample Empire Plan Employee Benefit Card  
and Card Carrier"**

Employee Benefit Card  
Contract C000747

**OPTION A**

**IMPORTANT EMPIRE PLAN INFORMATION ENCLOSED**

**CARRIER  
FRONT**

SCALED  
TO 75%



**The Empire  
Plan**

EMPLOYING AGENCY NAME  
AGENCY ADDRESS LINE 1  
CITY STATE ZIPCODE



**NYSHIP**  
New York State  
Health Insurance Program

**RETURN SERVICE REQUESTED**

**For New York  
Government Employees**

New York State Health Insurance Program  
State of New York  
Department of Civil Service  
Empire State Plaza, Core Bldg 1, 1st Fl  
Albany, NY 12239  
[www.cs.ny.gov](http://www.cs.ny.gov)

ENROLLEE LAST NAME, FIRST NAME  
ENROLLEE ADDRESS LINE 1  
ENROLLEE ADDRESS LINE 2  
CITY STATE ZIPCODE

(Single-Window Envelope)

(Tri-Fold)

ID NUMBER: 123456789  
NUMBER OF CARDS: 4



**NYSHIP**  
New York State  
Health Insurance Program

**The Empire  
Plan**

**123456789**

JEANNIE EMPIRE PLAN ENROLLEE  
JOHN EMPIRE PLAN DEPENDENT PARTNER  
JANE EMPIRE PLAN DEPENDENT  
MICHAEL EMPIRE PLAN DEPENDENT  
JAMES EMPIRE PLAN DEPENDENT  
MARY EMPIRE PLAN DEPENDENT

In-network OOP Limits: Drug: \$XXXX, Non-Drug: \$XXXX (Ind); Drug: \$XXXX, Non-Drug: \$XXXX (Family)  
Non-network Combined Deductible: \$XXXX (Enrollee, Spouse/Partner; all Children combined)  
Non-network Combined Coinsurance Max: \$XXXX (Enrollee, Spouse/Partner; all Children combined)  
Physical Medicine Program Deductible: \$XXX (Enrollee, Spouse/Partner; all Children combined)



**NYSHIP**  
New York State  
Health Insurance Program

**The Empire  
Plan**

**123456789**

JEANNIE EMPIRE PLAN ENROLLEE  
JOHN EMPIRE PLAN DEPENDENT PARTNER  
JANE EMPIRE PLAN DEPENDENT  
MICHAEL EMPIRE PLAN DEPENDENT  
JAMES EMPIRE PLAN DEPENDENT  
MARY EMPIRE PLAN DEPENDENT

In-network OOP Limits: Drug: \$XXXX, Non-Drug: \$XXXX (Ind); Drug: \$XXXX, Non-Drug: \$XXXX (Family)  
Non-network Combined Deductible: \$XXXX (Enrollee, Spouse/Partner; all Children combined)  
Non-network Combined Coinsurance Max: \$XXXX (Enrollee, Spouse/Partner; all Children combined)  
Physical Medicine Program Deductible: \$XXX (Enrollee, Spouse/Partner; all Children combined)

(Tri-Fold)

**PLEASE READ THE INFORMATION ON THE REVERSE SIDE CAREFULLY**  
RECEIPT OF THIS EMPIRE PLAN BENEFIT CARD(S) DOES NOT MEAN COVERAGE IS IN EFFECT.  
IF YOU HAVE QUESTIONS ABOUT YOUR EFFECTIVE DATE, REFER TO THE REVERSE SIDE  
FOR CONTACT INFORMATION.

## EXHIBIT 2



Department of  
Civil Service

### “Sample Empire Plan Employee Benefit Card and Card Carrier”

Employee Benefit Card  
Contract C000747

#### OPTION A

#### CARRIER BACK

SCALED  
TO 75%

#### PLEASE READ THE FOLLOWING CAREFULLY

- Attached is your Empire Plan Benefit Card(s). If you have Family Coverage and our enrollment records indicate that your dependent(s) resides at an address different from your address, a separate card with the name(s) of that dependent(s) will be mailed to the other address.
- This carrier holds up to four Empire Plan Benefit Card(s). If you have Individual coverage, you will receive one card. If you have Family coverage, you will receive up to two sets of cards in this envelope.
- Each card may contain up to six names. You may receive additional cards in a separate envelope if the names of all your dependents residing at the same address on the front of this card carrier do not appear on the enclosed cards.
- If you have questions about your copayments, refer to your Empire Plan materials.

#### STEPS THE CARDHOLDER SHOULD FOLLOW AND CONTACT INFORMATION FOR CARD CORRECTIONS AND QUESTIONS

- Check to be sure that all names are listed on the card(s).
- If you are an employee, contact your personnel office. If you are a retiree of a local government, contact your former employer's personnel office. If you are a retiree of New York State or a retiree of a participating employer such as the Thruway Authority or the Metropolitan Transportation Authority, contact The Empire Plan at 1-877-7NYSHIP (1-877-769-7447).

#### IMPORTANT NOTICE

The Empire Plan Benefit Card with the name of the individual Receiving the service must be presented to the doctor or other health care provider (including pharmacies, if applicable) before receiving services. If you do not bring the card, services may be denied.

**Receipt of the Empire Plan Benefit Card(s) does not mean that coverage is in effect. Do not use your card before coverage begins or after coverage ends. It is insurance fraud to knowingly use the card to obtain services when coverage is not in effect. If it is determined that you were not eligible for benefits at the time services were provided, you may be responsible for any amount paid on your behalf.**

EXHIBIT 2



Department of  
Civil Service

“Sample Empire Plan Employee Benefit Card  
and Card Carrier”

Employee Benefit Card  
Contract C000747

OPTION B

CARRIER  
FRONT

SCALED  
TO 75%

EMPLOYING AGENCY NAME  
AGENCY ADDRESS LINE 1  
AGENCY ADDRESS LINE 2  
CITY STATE ZIPCODE

ENROLLEE LAST NAME, FIRST NAME  
ENROLLEE ADDRESS LINE 1  
ENROLLEE ADDRESS LINE 2  
CITY STATE ZIPCODE



**NYSHIP**  
New York State  
Health Insurance Program

For New York  
Government Employees

New York State Health Insurance Program  
State of New York  
Department of Civil Service  
Empire State Plaza, Core Bldg 1, 1st Fl  
Albany, NY 12239  
[www.cs.ny.gov](http://www.cs.ny.gov)

(Double-Window Envelope)

(Tri-Fold)

**ID NUMBER: 123456789**  
NUMBER OF CARDS: 4



**NYSHIP**  
New York State  
Health Insurance Program

The Empire  
Plan

**123456789**

JEANNIE EMPIRE PLAN ENROLLEE  
JOHN EMPIRE PLAN DEPENDENT PARTNER  
JANE EMPIRE PLAN DEPENDENT  
MICHAEL EMPIRE PLAN DEPENDENT  
JAMES EMPIRE PLAN DEPENDENT  
MARY EMPIRE PLAN DEPENDENT

In-network OOP Limits: Drug: \$0000, Non-Drug: \$0000 (Ind); Drug: \$0000, Non-Drug: \$0000 (Family)  
Non-network Combined Deductible: \$0000 (Enrollee, Spouse/Partner, all Children combined)  
Non-network Combined Out-of-Pocket Max: \$0000 (Enrollee, Spouse/Partner, all Children combined)  
Physical Medicine Program Deductible: \$000 (Enrollee, Spouse/Partner, all Children combined)



**NYSHIP**  
New York State  
Health Insurance Program

The Empire  
Plan

**123456789**

JEANNIE EMPIRE PLAN ENROLLEE  
JOHN EMPIRE PLAN DEPENDENT PARTNER  
JANE EMPIRE PLAN DEPENDENT  
MICHAEL EMPIRE PLAN DEPENDENT  
JAMES EMPIRE PLAN DEPENDENT  
MARY EMPIRE PLAN DEPENDENT

In-network OOP Limits: Drug: \$0000, Non-Drug: \$0000 (Ind); Drug: \$0000, Non-Drug: \$0000 (Family)  
Non-network Combined Deductible: \$0000 (Enrollee, Spouse/Partner, all Children combined)  
Non-network Combined Out-of-Pocket Max: \$0000 (Enrollee, Spouse/Partner, all Children combined)  
Physical Medicine Program Deductible: \$000 (Enrollee, Spouse/Partner, all Children combined)

(Tri-Fold)

**PLEASE READ THE INFORMATION ON THE REVERSE SIDE CAREFULLY**  
RECEIPT OF THIS EMPIRE PLAN BENEFIT CARD(S) DOES NOT MEAN COVERAGE IS IN EFFECT.  
IF YOU HAVE QUESTIONS ABOUT YOUR EFFECTIVE DATE, REFER TO THE REVERSE SIDE  
FOR CONTACT INFORMATION.



## EXHIBIT 2



Department of  
Civil Service

### “Sample Empire Plan Employee Benefit Card and Card Carrier”

Employee Benefit Card  
Contract C000747

#### OPTION B

#### CARRIER BACK

SCALED  
TO 75%

#### PLEASE READ THE FOLLOWING CAREFULLY

- Attached is your Empire Plan Benefit Card(s). If you have Family Coverage and our enrollment records indicate that your dependent(s) resides at an address different from your address, a separate card with the name(s) of that dependent(s) will be mailed to the other address.
- This carrier holds up to four Empire Plan Benefit Card(s). If you have Individual coverage, you will receive one card. If you have Family coverage, you will receive up to two sets of cards in this envelope.
- Each card may contain up to six names. You may receive additional cards in a separate envelope if the names of all your dependents residing at the same address on the front of this card carrier do not appear on the enclosed cards.
- If you have questions about your copayments, refer to your Empire Plan materials.

#### STEPS THE CARDHOLDER SHOULD FOLLOW AND CONTACT INFORMATION FOR CARD CORRECTIONS AND QUESTIONS

- Check to be sure that all names are listed on the card(s).
- If you are an employee, contact your personnel office. If you are a retiree of a local government, contact your former employer's personnel office. If you are a retiree of New York State or a retiree of a participating employer such as the Thruway Authority or the Metropolitan Transportation Authority, contact The Empire Plan at 1-877-7NYSHIP (1-877-769-7447).

#### IMPORTANT NOTICE

The Empire Plan Benefit Card with the name of the individual Receiving the service must be presented to the doctor or other health care provider (including pharmacies, if applicable) before receiving services. If you do not bring the card, services may be denied.

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## EXHIBIT 2



**Department of  
Civil Service**

### “Sample Empire Plan Employee Benefit Card and Card Carrier”

Employee Benefit Card  
Contract C000747

1. Card Carrier Specifications:
  - Paper Size = 8.5” x 11”; Weight 70#
  - Color of the Card Carrier = White
  - Variable and Non-Variable Ink Color = Black at 100%
2. Card Carrier Prototype and Information:

Option A	Option B
Single-Window Envelope	Double-Window Envelope
<p style="text-align: center;"><b>Front of Card Carrier</b></p> <p>Variable information printed in black at 100%:</p> <ul style="list-style-type: none"> <li>• Information that <b>MUST</b> appear in the Envelope window when Card Carrier is tri-folded:               <ul style="list-style-type: none"> <li>- Name and address of the employing agency in Proxima Nova Regular 10 pt.</li> <li>- Name and address of the Enrollee in Proxima Nova Regular 10 pt.</li> </ul> </li> <li>• Information that <b>MUST NOT</b> appear in the Envelope window when the Card Carrier is tri-folded:               <ul style="list-style-type: none"> <li>- Enrollee’s Empire Plan identification number</li> <li>- Number of cards issued</li> </ul> </li> </ul> <p>Non-variable information printed in black at 100%</p> <ul style="list-style-type: none"> <li>• Information that <b>MUST</b> appear in the Envelope window when Card Carrier is tri-folded:               <ul style="list-style-type: none"> <li>- Empire Plan Logo printed to the left of employing agency</li> <li>- “Important Empire Plan Information Enclosed” printed at top of window in Proxima Nova Bold 10 pt.</li> <li>- “Return Service Requested” printed in between employing agency and Enrollee address in Proxima Nova Bold 10 pt.</li> </ul> </li> </ul>	<p style="text-align: center;"><b>Front of Card Carrier</b></p> <p>Variable information printed in Black at 100%:</p> <ul style="list-style-type: none"> <li>• Information that <b>MUST</b> appear in the Envelope window when the Card Carrier is tri-folded:               <ul style="list-style-type: none"> <li>- Name and address of the employing agency in the top left window in Proxima Nova Regular 10 pt.</li> <li>- Name and address of the Enrollee in the lower center window in Proxima Nova Regular 10 pt.</li> </ul> </li> <li>• Information that <b>MUST NOT</b> appear in the Envelope window when the Card Carrier is tri-folded:               <ul style="list-style-type: none"> <li>- Enrollee’s Empire Plan identification number</li> <li>- Number of cards issued</li> </ul> </li> </ul>

## EXHIBIT 2



**Department of  
Civil Service**

### “Sample Empire Plan Employee Benefit Card and Card Carrier”

Employee Benefit Card  
Contract C000747

Option A	Option B
Single-Window Envelope	Double-Window Envelope
<ul style="list-style-type: none"> <li>Additional information on the Card Carrier that <b>MUST NOT</b> appear in the Envelope window(s):               <ul style="list-style-type: none"> <li>NYSHIP Logo top right side</li> <li>“For New York Government Employees” centered directly below the NYSHIP Logo in Proxima Nova Bold 12 pt.</li> <li>“New York State Health Insurance Program...” directly below “For New York Government Employees”, text aligned to the left, in Proxima Nova Regular 10 pt.</li> <li>“PLEASE READ...” centered on the bottom of the Card Carrier in Proxima Nova Bold 12 pt.</li> <li>“RECEIPT OF THIS...” centered directly under “PLEASE READ...” in Proxima Nova Regular 11 pt.</li> </ul> </li> </ul> <p style="text-align: center;"><b>Back of Card Carrier</b></p> <p>Non-variable information printed in Black at 100%</p> <ul style="list-style-type: none"> <li>All information on the back of the Card Carrier is non-variable               <ul style="list-style-type: none"> <li>All information in white text is Proxima Nova Regular 13 pt, in all caps on a 100% Black background.</li> <li>All information in black text is Proxima Nova Regular 12 pt with the last paragraph in Proxima Nova bold.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Additional information on the Card Carrier that <b>MUST NOT</b> appear in the Envelope window(s):               <ul style="list-style-type: none"> <li>NYSHIP Logo top right side</li> <li>“For New York Government Employees” centered directly below the NYSHIP Logo in Proxima Nova Bold 12 pt.</li> <li>“New York State Health Insurance Program” directly below “For New York Government Employees”, text aligned to the left, in Proxima Nova Regular 11 pt.</li> <li>“PLEASE READ...” centered on the bottom of the Card Carrier in Proxima Nova Bold 12 pt.</li> <li>“RECEIPT OF THIS...” centered directly under “PLEASE READ...” in Proxima Nova Regular 11 pt.</li> </ul> </li> </ul> <p style="text-align: center;"><b>Back of Card Carrier</b></p> <p>Non-variable information printed in Black at 100%</p> <ul style="list-style-type: none"> <li>All information on the back of the Card Carrier is non-variable               <ul style="list-style-type: none"> <li>All information in white text is Proxima Nova Regular 13 pt, in all caps on a 100% Black background.</li> <li>All information in black text is Proxima Nova Regular 12 pt, with the last paragraph in Proxima Nova bold.</li> </ul> </li> </ul>

# EXHIBIT 3



Department of  
Civil Service

**"Contract Fees"**  
Employee Benefit Card  
Contract C000747

**Contractor Name:** Dialog Direct, Inc.

Empire Plan	Year 1	Year 2	Year 3	Year 4	Year 5
Per EBC Fee	■	■	■	■	■
Card Carrier and Envelope (Per Packet)	■	■	■	■	■

The Per EBC Fee and the Card Carrier and Envelope (Per Packet) fee are payable in accordance with the terms of the IFB. Each Card Carrier and Envelope Packet includes one (1) Card Carrier and one (1) Envelope.

Contract Fees include all costs to produce the EBC, Card Carrier and Envelope, including materials, administration, startup costs, and management reporting costs, but do not include USPS charges, as these will be reimbursed on a pass-through basis. The Contractor may not bill and will not be reimbursed for any postage charges associated with normal day-to-day functions undertaken by the Contractor to complete Project Services. Such postage charges are considered overhead expenses and, as such, included as a component of the Contractor's Per EBC, Card Carrier and Envelope Fees.

The Department will not accept modifications to this attachment.

## EXHIBIT 4

Department of  
Civil Service**"Sample Card Detail Report"**Employee Benefit Card  
Contract C000747

EMPIRE PLAN

EMPLOYEE BENEFIT CARD DETAIL REPORT  
BY AGENCY CODE  
FOR THE WEEK OF \_\_\_\_\_

RUN DATE: MM/DD/YYYY

RUN TIME: HH:MM:SS

RUN NUMBER : &lt;Sequential Numbering to Identify Cycle – Starting with 1 &gt;

EBC MAILING DATE: MM/DD/YYYY

DEPARTMENT OF CIVIL SERVICE  
EMPLOYEE BENEFITS DIVISION  
VENDOR MANAGEMENT UNIT  
ALBANY, NY 12239

AGENCY CODE: XXXXX

CARDHOLDER ID	ENROLLEE/DEPENDENT NAME ADDRESS	NUMBER OF CARDS PRODUCED
890456789	LAST NAME, FIRST NAME LAST NAME, DEPENDENT FIRST NAME ADDRESS LINE 1 CITY STATE ZIP CODE	2
890654321	LAST NAME, FIRST NAME ADDRESS LINE 1 CITY STATE ZIP CODE	1

## EXHIBIT 5



**Department of  
Civil Service**

**"Sample Card Summary Report"**

Employee Benefit Card  
Contract C000747

EMPLOYEE BENEFIT CARD SUMMARY REPORT  
FOR THE WEEK OF \_\_\_\_\_

Run Date: MM/DD/YYYY

Run Time: HH:MM:SS

Run Number: <Sequential Numbering to Identify Cycle – Starting with 1>

EBC Mailing Date: MM/DD/YYYY

	<b>Empire Plan</b>
Total number of records	3,299
Total number of Individual cards produced	1,042
Total number of Family cards produced	1,516
Total number of cards produced	2,558
Number of Envelopes Mailed	1,794
Number of One Card Per Carrier	1,042
Number of Two Cards Per Carrier	747
Number of Three Cards Per Carrier	0
Number of Four Cards Per Carrier	5

**PLEASE NOTE THE NUMBERS ABOVE ARE FOR ILLUSTRATIVE PURPOSES ONLY.**

## EXHIBIT 6



Department of  
Civil Service

### "Sample Data Load Count Report"

Employee Benefit Card  
Contract C000747

\*\* Start of Report \*\*

EMPIRE PLAN

### EMPLOYEE BENEFIT CARD DATA LOAD COUNT REPORT FOR THE WEEK OF \_\_\_\_\_

Run Date: MM/DD/YYYY

Run Time: HH:MM:SS

Run Number: <Sequential Numbering to Identify Cycle – Starting with 1>

---

#### Received

Total Packets: 1442

Total Members: 2868

#### Rejected

Total Packets: 0

Total Members: 0

#### Valid

Total Packets: 1442

Total Members: 2868

\*\* End of Report \*\*

**PLEASE NOTE THE NUMBERS ABOVE ARE FOR ILLUSTRATIVE PURPOSES  
ONLY**

## EXHIBIT 7



**Department of  
Civil Service**

**"Sample Address Change Report"**

Employee Benefit Card  
Contract C000747

**EMPIRE PLAN**

RUN DATE: MM/DD/YYYY

DATE: MM/DD/YYYY

RUN TIME: HH:MM:SS

TIME: HH:MM:SS

RUN NUMBER: <Sequential Numbering to Identify Cycle – Starting with 1

PAGE: \_\_\_\_

ID	Name	Original Address	Revised Address
890123456	LAST NAME, FIRST NAME	ADDRESS LINE 1 ADDRESS LINE 2 CITY STATE ZIP CODE	ADDRESS LINE 1 APT 123  CITY STATE ZIP CODE
890123456	LAST NAME, FIRST NAME	ADDRESS LINE 1 ADDRESS LINE 2 CITY STATE ZIP CODE	ADDRESS LINE 1 APT 123  CITY STATE ZIP CODE
890123456	LAST NAME, FIRST NAME	ADDRESS LINE 1 ADDRESS LINE 2 CITY STATE ZIP CODE	ADDRESS LINE 1 APT 123  CITY STATE ZIP CODE
890123456	LAST NAME, FIRST NAME	ADDRESS LINE 1 ADDRESS LINE 2 CITY STATE ZIP CODE	ADDRESS LINE 1 APT 123  CITY STATE ZIP CODE
890123456	LAST NAME, FIRST NAME	ADDRESS LINE 1 ADDRESS LINE 2 CITY STATE ZIP CODE	ADDRESS LINE 1 APT 123  CITY STATE ZIP CODE
890123456	LAST NAME, FIRST NAME	ADDRESS LINE 1 ADDRESS LINE 2 CITY STATE ZIP CODE	ADDRESS LINE 1 APT 123  CITY STATE ZIP CODE
890123456	LAST NAME, FIRST NAME	ADDRESS LINE 1 ADDRESS LINE 2 CITY STATE ZIP CODE	ADDRESS LINE 1 APT 123  CITY STATE ZIP CODE

## EXHIBIT 8



**Department  
of Civil Service**

### "Sample Employee Benefit Card Envelope"

## Employee Benefit Card

Contract C000747

The diagram illustrates the layout and dimensions of a #10 Business Envelope Single-Window. The envelope is shown with a white background and a black border. The dimensions are specified as follows:

- Overall width: 4.5" w
- Overall height: 3" h
- Window height: 3" h
- Window width: 4.5" w
- Envelope thickness: .015" (indicated by a vertical double-headed arrow on the left side)
- Return address area height: .625" (indicated by a vertical double-headed arrow on the left side)
- Return address area width: .5" (indicated by a horizontal double-headed arrow on the left side)

The layout includes the following text elements:

- IMPORTANT EMPIRE PLAN INFORMATION ENCLOSED** (printed in bold, uppercase letters)
- EMPLOYING AGENCY NAME
- AGENCY ADDRESS LINE 1
- CITY STATE ZIPCODE
- RETURN SERVICE REQUESTED** (printed in bold, uppercase letters)
- ENROLLEE LAST NAME, FIRST NAME
- ENROLLEE ADDRESS LINE 1
- ENROLLEE ADDRESS LINE 2
- CITY STATE ZIPCODE


A sample window is shown on the right side of the envelope, labeled "Window: 4.5" w x 3" h".


Sample — #10 Business Envelope Single-Window, Stock Weight 24#, Envelope Color = White

Envelope Prototype and Information
Option A
<i>Single-Window Envelope</i>
<p>Non-variable information printed on the front of the Envelope in Black at 100%</p> <ul style="list-style-type: none"> <li>• Indicia in font Proxima Nova 10.0</li> </ul>



## EXHIBIT 8


 <div style="display: inline-block; vertical-align: middle; margin-left: 10px;"> <b>Department of Civil Service</b> </div>	<b>"Sample Employee Benefit Card Envelope"</b> Employee Benefit Card Contract C000747
---	---


  
 .375"

**IMPORTANT PLAN INFORMATION ENCLOSED**

EMPLOYING AGENCY NAME  
 AGENCY ADDRESS LINE 1  
 AGENCY ADDRESS LINE 2  
 CITY STATE ZIPCODE


Top Window: 3.25" w x .875" h



  
 .625"


**RETURN SERVICE REQUESTED**

ENROLLEE LAST NAME, FIRST NAME  
 ENROLLEE ADDRESS LINE 1  
 ENROLLEE ADDRESS LINE 2  
 CITY STATE ZIPCODE

Bottom Window: 4" w x 1" h


  
 .625"



  
 1"


  
 2.375"

Sample — #10 Business Envelope Double-Window,  
 Stock Weight 24#, Envelope Color = White

Envelope Prototype and Information
Option B
Double-Window Envelope
Non-variable information printed on the front of the Envelope in Black at 100% <ul style="list-style-type: none"> <li>• "Important Plan Information Enclosed" printed above the top window in font Proxima Nova-Bold 14.0</li> <li>• "Return Service Requested" between the windows in font Proxima Nova-Bold 10.0</li> <li>• Indicia in font Proxima Nova 10.0</li> </ul>

# EXHIBIT 9

 <b>Department of Civil Service</b>	<b>"Sample Quarterly Performance Report"</b> Employee Benefit Card Contract C000747
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## New York State Employee Benefit Card - Contractor EBC Mailing and Report Distribution

Empire Plan:

Run #	Process Date	EBC Mail Date	# of Cards	Card Detail Report Date	Card Summary Report Date	Guarantee Met (Y/N)	# Days Late/Credit Amount

## EXHIBIT 10

**"Sample Empire Plan Card File Layout"**

Employee Benefit Card  
Contract C000747

	Field-Name	Attributes	Field Length	From	To	From	TO	PS Record	PS Field Name	PS Attribute	Value	Mapping Notes
BEN_PLAN_CARD	RECORD_NUMBER	9(7)	7	1	7	1	7				Record Number	Record Number should start with 000001 and be incremented by 1 for each record
	ALTERNATE_IDENTIFIER	9(9)	9	8	16	8	16	Person	Bea_Altid	char 9	The format of the alternate identifier is a nine digit numeric field that begins with '89'.	Since an alternate identifier is issued only for employees, the employee alternate identifier will be on all cards.
	CNTR_HLDR_NAME	pic x(50)	50	17	66	17	66	Names	Name	char 50	Last Name, First Name, and Middle Initial of member, (Enrollee or Dependent).	Format Name to Last Name (comma) (space) First Name (space) Middle Initial
	COVERAGE_CODE	pic x(1)	1	67	68	67	67	Health_Benefit	Covrg_Cd		Valid values: I = Individual F = Family Coverage_Code will be present on both employee and dependent data rows.	Set Covrg_Cd 1 = I Set Covrg_Cd 4 = F Set Covrg_Cd A = I Set Covrg_Cd B = F Set Covrg_Cd C = F Set Covrg_Cd D = F
RETURN_ADR_NAME	AGENCY_NAME	pic x(30)	30	69	99	68	97	Dept_Tbl	Descr	char 30	Agency Name	If Benefit_Program begins with 'A', 'M' or 'P', use Dept_Tbl.Description for enrollee Job.Deptid, else use 'EMPLOYEE INSURANCE SECTION'
RETURN_ADDRESS	AGENCY_ADDR1	pic x(35)	35	100	135	98	132	Bea_Dept_Contct	Address1	char 35	Address1 of Agency	If Benefit_Program begins with 'A', 'M' or 'P', relate Deptid to Location., use Address1. Else set to 'DEPARTMENT OF CIVIL SERVICE'.
	AGENCY_ADDR2	pic x(35)	35	136	171	133	167	Bea_Dept_Contct	Address2	char 35	Address2 of Agency	If Benefit_Program begins with 'A', 'M' or 'P', relate Deptid to Location., use Address2. Else set to 'EBD - MONTHLY OPERATIONS UNIT NYS DCS - EBD OPERATIONS EMPIRE ST PLAZA CORE BLDG 1, 2ND FL'.
	AGENCY_ADDR3	pic x(35)	35	172	207	168	202	Bea_Dept_Contct	Address3	char 35	Address3 of Agency	If Benefit_Program begins with 'A', 'M' or 'P', relate Deptid to Location., use Address3. Else set to ' ' ' '.
	AGENCY_CITY	pic x(30)	30	208	238	203	232	Bea_Dept_Contct	City	char 30	City of Agency address	If Benefit_Program begins with 'A', 'M' or 'P', relate Deptid to Location, use City. Else set to 'ALBANY'
	AGENCY_STATE	pic x(6)	6	239	245	233	238	Bea_Dept_Contct	State	char 6	State of Agency address	If Benefit_Program begins with 'A', 'M' or 'P', relate Deptid to Location, use State. Else set to 'NY'
	AGENCY_ZIP	9(10)	10	246	256	239	248	Bea_Dept_Contct	Zip	char 10	Zip of Agency address	If Benefit_Program begins with 'A', 'M' or 'P', relate Deptid to Location, use Zip. Else set to '12239'

## EXHIBIT 10



Department of  
Civil Service

**"Sample Empire Plan Card File Layout"**

Employee Benefit Card  
Contract C000747

	Field-Name	Attributes	Field Length	From	To	From	TO	PS Record	PS Field Name	PS Attribute	Value	Mapping Notes
REPORT_DATA	RUN_DATE_MM	9(2)	2	257	259	249	250				Card producer to populate this field with the Current Process Month Date.	Card producer to populate this field with the Current Process Month Date.
	RUN_DATE_DD	9(2)	2	260	262	251	252				Card producer to populate this field with the Current Process Day Date.	Card producer to populate this field with the Current Process Day Date.
	AGENCY_NUM	pic 9(10)	10	263	273	253	262	Job	Deptid	char 10	Prefix "01"(NY) or "02"(PA) followed by the enrollee's agency code.	If Benefit_Program begins with 'A', 'M' or 'P', and if Company = 'NYS' then set to '01' plus Deptid (trim to 7 positions); else Set to '0100001' If Benefit_Program begins with 'A', 'M' or 'P', and if Company = 'PA ' then set to '02' plus Deptid (trim to 7 positions).
DEPENDENT_ADR_NAME	DEPENDENT_NAME	pic x(50)	50	274	324	263	312	Dependent_Benef	Name	char 50	If the record is for a dependent, this field should be set to dependent's name, otherwise it should be left blank	Format Name to Last Name (comma) (space) First Name (space) Middle Initial
	SAME_ADDRESS_EMPL	pic x(1)	1	325	326	313	313	Dependent_Benef	Same_address_empl	char 1	'Y' if same address as employee. 'N' if address different from employee. Field will be populated for dependents only.	This field will be used to determine if a different set of cards need to be printed because the dependent has a different address
CONTRACT_ADR_NAME	CNTR_HOLDER_NAME	pic x(50)	50	327	377	314	363	Names	Name	char 50	This field will always contain the contract holder's name	Format Name to Last Name (comma) (space) First Name (space) Middle Initial
CARDHOLDER_ADDRESS	MEMBER_ADDR1	pic x(35)	35	378	413	364	398	Addresses Dependent_Benef	Address1	char 35	Address1 of enrollee	
	MEMBER_ADDR2	pic x(35)	35	414	449	399	433	Addresses Dependent_Benef	Address2	char 35	Address2 of enrollee	
	MEMBER_CITY	pic x(30)	30	450	480	434	463	Addresses Dependent_Benef	City	char 30	City of enrollee	
	MEMBER_STATE	pic x(6)	6	481	487	464	469	Addresses Dependent_Benef	State	char 6	State of enrollee	
	MEMBER_ZIP	9(10)	10	488	498	470	479	Addresses Dependent_Benef	Zip	char 10	Zip of enrollee	
	COUNTRY	pic x(3)	3	499	502	480	482	Addresses Dependent_Benef	COUNTRY	char 3	Country of enrollee	
BENEFIT_PROGRAM	BENEFIT_PROGRAM	pic x(3)	3	503	506	483	485	Ben_Prog Partic	Benefit_Program	char 3	Enrollee Benefit Program	

NOTE: All character data is required to be uppercase

## EXHIBIT 11



Department of  
Civil Service

**"Employee Benefit Cards Production Scenarios"**

Employee Benefit Card  
Contract C000747

Scenario	Scenario Type	Enrollee (Name on all EBC's)	Dependents	# of Addresses per Card Request	# of Cards Issued (Up to Four Cards per Card Carrier)	# of Names that appear on Card (Maximum Six Names per Card)	# of Card Carriers	# of Envelopes (One Card Carrier per Envelope)
A	Individual	1	0	1	1	1	1	1
B	Family	1	up to 5	1	2	up to 6	1	1
C	Family	1	6 to 10	1	4	up to 6	1	1
D	Family	1	3	2 Addresses Total (1) Enrollee/One Dep (2) Enrollee/Two Deps	4 Cards Issued 2 Cards 2 Cards	2 Sets of Cards Set (1) Two Names - Enrollee/Dep Set (2) Three Names Enrollee/Two Dependents	2	2
E	Family	1	4	4 Addresses Total (1) Enrollee (2) Enrollee/Two Dep (3) Enrollee/One Dep (4) Enrollee/One Dep	8 Cards Issued 2 Cards per Address	4 Sets of Cards Set (1) One Name - Enrollee Set (2) Three Names - Enrollee/Two Dep Set (3) Two Names - Enrollee/Dep	4	4
F	Family	1	7	3 Addresses Total (1) Enrollee/Three Dependents (2) Enrollee/Three Dependents (3) Enrollee/One Dep	6 Cards Issued 2 Cards per Address	3 Sets of Cards Set (1) Three Names - Enrollee/Two Dep Set (2) Three Names - Enrollee/Two Dep Set (3) One Name - Enrollee/One Dep	3	3



Benefit Program	Union (Informational Only)	In-Network Out-of-Pocket Limits				Non-network deductibles and coinsurance				
		In-network Out-of-Pocket Limits Non-Drug (Enrollee)	In-network Out-of-Pocket Limits Drug (Enrollee)	In-network OOP Limits Non-Drug (Dependent)	In-network OOP Limits Drug (Dependent)	Non-network Combined Deductible (Enrollee)	Non-network Combined Coinsurance Max. (Enrollee)	Non-network Combined Deductible (Dependent)	Non-Network Combined Coinsurance Max. (Dependent)	Physical Medicine Program Deductible (Enrollee and Dependent)
A01	CSEA above Grade 6	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
A02	PEF	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
A03	UUP, including Lifeguards	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
A04	NYSCOPBA	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
A05	M/C; Legislature	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
A06	M/C; Legislature	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
A07	M/C; Legislature	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
A09	PBA	\$6,150	\$3,300	\$12,250	\$6,650	\$1,250	\$3,750	\$1,250	\$3,750	\$250
A10	PBA	\$6,150	\$3,300	\$12,250	\$6,650	\$1,250	\$3,750	\$1,250	\$3,750	\$250
A11	BCI (NYSPIA)	\$6,150	\$3,300	\$12,250	\$6,650	\$1,250	\$3,750	\$1,250	\$3,750	\$250
A12	DC-37	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
A13	OCA - excluding COBANC	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
A14	OCA - excluding COBANC	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
A15	OCA - excluding COBANC	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
A17	OCA - excluding COBANC	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
A19	M/C; Legislature	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
A20	OCA - excluding COBANC	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
A21	CSEA above Grade 6	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
A22	PEF	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
A23	M/C; Legislature	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
A24	NYSCOPBA	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
A25	Council 82	\$6,150	\$3,300	\$12,250	\$6,650	\$1,250	\$3,750	\$1,250	\$3,750	\$250
A28	M/C; Legislature	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
A29	M/C; Legislature	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
A33	M/C; Legislature	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
A34	M/C; Legislature	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
A35	M/C; Legislature	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
A36	OCA - excluding COBANC	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
A37	PBANYS (APSU)	\$6,150	\$3,300	\$12,250	\$6,650	\$1,250	\$3,750	\$1,250	\$3,750	\$250
A39	CSEA Reduced Deductible/Coinsurance Maximum	\$2,600	\$1,400	\$5,200	\$2,800	\$625	\$1,875	\$625	\$1,875	\$250
A40	DC-37 Reduced Deductible/Coinsurance Maximum	\$2,600	\$1,400	\$5,200	\$2,800	\$625	\$1,875	\$625	\$1,875	\$250
A41	OCA CSEA Reduced Deductible/Coinsurance Maximum	\$2,600	\$1,400	\$5,200	\$2,800	\$625	\$1,875	\$625	\$1,875	\$250
A42	OCA DC-37 Reduced Deductible/Coinsurance Maximum	\$2,600	\$1,400	\$5,200	\$2,800	\$625	\$1,875	\$625	\$1,875	\$250
A43	OCA Reduced Deductible/Coinsurance Maximum	\$2,600	\$1,400	\$5,200	\$2,800	\$625	\$1,875	\$625	\$1,875	\$250
A44	OCA Reduced Deductible/Coinsurance Maximum	\$2,600	\$1,400	\$5,200	\$2,800	\$625	\$1,875	\$625	\$1,875	\$250
A45	CSEA Reduced Deductible/Coinsurance Maximum	\$2,600	\$1,400	\$5,200	\$2,800	\$625	\$1,875	\$625	\$1,875	\$250
A46	OCA Reduced Deductible/Coinsurance Maximum	\$2,600	\$1,400	\$5,200	\$2,800	\$625	\$1,875	\$625	\$1,875	\$250
A47	OCA - excluding COBANC	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
A48	NYSCOPBA	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
A50	Council 82	\$6,150	\$3,300	\$12,250	\$6,650	\$1,250	\$3,750	\$1,250	\$3,750	\$250

Benefit Program	Union (Informational Only)	In-Network Out-of-Pocket Limits				Non-network deductibles and coinsurance				
		In-network Out-of-Pocket Limits Non-Drug (Enrollee)	In-network Out-of-Pocket Limits Drug (Enrollee)	In-network OOP Limits Non-Drug (Dependent)	In-network OOP Limits Drug (Dependent)	Non-network Combined Deductible (Enrollee)	Non-network Combined Coinsurance Max. (Enrollee)	Non-network Combined Deductible (Dependent)	Non-Network Combined Coinsurance Max. (Dependent)	Physical Medicine Program Deductible (Enrollee and Dependent)
A53	UUP, including Lifeguards	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
A54	COBANC	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
A60	PEF Reduced Deductible/Coinsurance Maximum	\$2,600	\$1,400	\$5,200	\$2,800	\$625	\$1,875	\$625	\$1,875	\$250
A61	M/C Reduced Deductible/Coinsurance Maximum	\$2,600	\$1,400	\$5,200	\$2,800	\$625	\$1,875	\$625	\$1,875	\$250
A62	M/C Reduced Deductible/Coinsurance Maximum	\$2,600	\$1,400	\$5,200	\$2,800	\$625	\$1,875	\$625	\$1,875	\$250
A63	UUP: Reduced Deductible/Coinsurance Maximum	\$2,600	\$1,400	\$5,200	\$2,800	\$625	\$1,875	\$625	\$1,875	\$250
A64	NYSOPBA Reduced Deductible/Coinsurance Maximum	\$2,600	\$1,400	\$5,200	\$2,800	\$625	\$1,875	\$625	\$1,875	\$250
A65	UUP Lifeguards: Reduced Deductible/Coinsurance Maximum	\$2,600	\$1,400	\$5,200	\$2,800	\$625	\$1,875	\$625	\$1,875	\$250
A66	COBANC Reduced Deductible/Coinsurance Maximum	\$2,600	\$1,400	\$5,200	\$2,800	\$625	\$1,875	\$625	\$1,875	\$250
C01	CSEA above Grade 6	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
C02	PEF	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
C03	UUP, including Lifeguards	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
C04	NYSOPBA	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
C05	M/C; Legislature	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
C06	M/C; Legislature	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
C07	M/C; Legislature	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
C09	PBA	\$6,150	\$3,300	\$12,250	\$6,650	\$1,250	\$3,750	\$1,250	\$3,750	\$250
C10	PBA	\$6,150	\$3,300	\$12,250	\$6,650	\$1,250	\$3,750	\$1,250	\$3,750	\$250
C11	BCI (NYSPIA)	\$6,150	\$3,300	\$12,250	\$6,650	\$1,250	\$3,750	\$1,250	\$3,750	\$250
C12	DC-37	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
C13	OCA - excluding COBANC	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
C14	OCA - excluding COBANC	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
C15	OCA - excluding COBANC	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
C17	OCA - excluding COBANC	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
C20	OCA - excluding COBANC	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
C21	CSEA above Grade 6	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
C25	Council 82	\$6,150	\$3,300	\$12,250	\$6,650	\$1,250	\$3,750	\$1,250	\$3,750	\$250
C29	Participating Employers	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
C30	Participating Employers -(Medical, but no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
C31	NYS Retirees	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
C32	NYS Retirees - (Medical, but no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
C37	PBANYS (APSU)	\$6,150	\$3,300	\$12,250	\$6,650	\$1,250	\$3,750	\$1,250	\$3,750	\$250
C39	CSEA Reduced Deductible/Coinsurance Maximum	\$2,600	\$1,400	\$5,200	\$2,800	\$625	\$1,875	\$625	\$1,875	\$250
C40	DC-37 Reduced Deductible/Coinsurance Maximum	\$2,600	\$1,400	\$5,200	\$2,800	\$625	\$1,875	\$625	\$1,875	\$250
C41	OCA CSEA Reduced Deductible/Coinsurance Maximum	\$2,600	\$1,400	\$5,200	\$2,800	\$625	\$1,875	\$625	\$1,875	\$250
C42	OCA DC-37 Reduced Deductible/Coinsurance Maximum	\$2,600	\$1,400	\$5,200	\$2,800	\$625	\$1,875	\$625	\$1,875	\$250



Benefit Program	Union (Informational Only)	In-Network Out-of-Pocket Limits				Non-network deductibles and coinsurance				
		In-network Out-of-Pocket Limits Non-Drug (Enrollee)	In-network Out-of-Pocket Limits Drug (Enrollee)	In-network OOP Limits Non-Drug (Dependent)	In-network OOP Limits Drug (Dependent)	Non-network Combined Deductible (Enrollee)	Non-network Combined Coinsurance Max. (Enrollee)	Non-network Combined Deductible (Dependent)	Non-Network Combined Coinsurance Max. (Dependent)	Physical Medicine Program Deductible (Enrollee and Dependent)
C43	OCA Reduced Deductible/Coinsurance Maximum	\$2,600	\$1,400	\$5,200	\$2,800	\$625	\$1,875	\$625	\$1,875	\$250
C44	OCA Reduced Deductible/Coinsurance Maximum	\$2,600	\$1,400	\$5,200	\$2,800	\$625	\$1,875	\$625	\$1,875	\$250
C45	CSEA Reduced Deductible/Coinsurance Maximum	\$2,600	\$1,400	\$5,200	\$2,800	\$625	\$1,875	\$625	\$1,875	\$250
C47	OCA - excluding COBANC	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
C48	NYSCOPBA	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
C50	Council 82	\$6,150	\$3,300	\$12,250	\$6,650	\$1,250	\$3,750	\$1,250	\$3,750	\$250
C53	UUP, including Lifeguards	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
C54	COBANC	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
C60	PEF Reduced Deductible/Coinsurance Maximum	\$2,600	\$1,400	\$5,200	\$2,800	\$625	\$1,875	\$625	\$1,875	\$250
C61	M/C Reduced Deductible/Coinsurance Maximum	\$2,600	\$1,400	\$5,200	\$2,800	\$625	\$1,875	\$625	\$1,875	\$250
C62	UUP: Reduced Deductible/Coinsurance Maximum	\$2,600	\$1,400	\$5,200	\$2,800	\$625	\$1,875	\$625	\$1,875	\$250
C63	NYSCOPBA Reduced Deductible/Coinsurance Maximum	\$2,600	\$1,400	\$5,200	\$2,800	\$625	\$1,875	\$625	\$1,875	\$250
C64	UUP Lifeguards: Reduced Deductible/Coinsurance Maximum	\$2,600	\$1,400	\$5,200	\$2,800	\$625	\$1,875	\$625	\$1,875	\$250
C66	COBANC Reduced Deductible/Coinsurance Maximum	\$2,600	\$1,400	\$5,200	\$2,800	\$625	\$1,875	\$625	\$1,875	\$250
D01	Participating Employers	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
D02	M/C; Legislature	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
D03	PEF	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
D04	UUP, including Lifeguards	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
D05	DC-37	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
D06	DC-37 Reduced Deductible/Coinsurance Maximum	\$2,600	\$1,400	\$5,200	\$2,800	\$625	\$1,875	\$625	\$1,875	\$250
D07	PBA	\$6,150	\$3,300	\$12,250	\$6,650	\$1,250	\$3,750	\$1,250	\$3,750	\$250
D08	BCI (NYSPIA)	\$6,150	\$3,300	\$12,250	\$6,650	\$1,250	\$3,750	\$1,250	\$3,750	\$250
D09	NYSCOPBA	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
D10	NYS Retirees	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
D11	NYS Retirees - (Medical, but no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
D12	Participating Employers -(Medical, but no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
D13	NYSCOPBA	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
D14	UUP, including Lifeguards	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
D15	Council 82	\$6,150	\$3,300	\$12,250	\$6,650	\$1,250	\$3,750	\$1,250	\$3,750	\$250
D16	OCA - excluding COBANC	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
D17	COBANC Reduced Deductible/Coinsurance Maximum	\$2,600	\$1,400	\$5,200	\$2,800	\$625	\$1,875	\$625	\$1,875	\$250
D18	CSEA above Grade 6	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
D19	CSEA Reduced Deductible/Coinsurance Maximum	\$2,600	\$1,400	\$5,200	\$2,800	\$625	\$1,875	\$625	\$1,875	\$250
D20	Council 82	\$6,150	\$3,300	\$12,250	\$6,650	\$1,250	\$3,750	\$1,250	\$3,750	\$250
D22	PBA	\$6,150	\$3,300	\$12,250	\$6,650	\$1,250	\$3,750	\$1,250	\$3,750	\$250



Benefit Program	Union (Informational Only)	In-Network Out-of-Pocket Limits				Non-network deductibles and coinsurance				
		In-network Out-of-Pocket Limits Non-Drug (Enrollee)	In-network Out-of-Pocket Limits Drug (Enrollee)	In-network OOP Limits Non-Drug (Dependent)	In-network OOP Limits Drug (Dependent)	Non-network Combined Deductible (Enrollee)	Non-network Combined Coinsurance Max. (Enrollee)	Non-network Combined Deductible (Dependent)	Non-Network Combined Coinsurance Max. (Dependent)	Physical Medicine Program Deductible (Enrollee and Dependent)
D23	UUP, including Lifeguards	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
D24	PBANYS (APSU)	\$6,150	\$3,300	\$12,250	\$6,650	\$1,250	\$3,750	\$1,250	\$3,750	\$250
D25	M/C Reduced Deductible/Coinsurance Maximum	\$2,600	\$1,400	\$5,200	\$2,800	\$625	\$1,875	\$625	\$1,875	\$250
D26	PEF Reduced Deductible/Coinsurance Maximum	\$2,600	\$1,400	\$5,200	\$2,800	\$625	\$1,875	\$625	\$1,875	\$250
D27	UUP: Reduced Deductible/Coinsurance Maximum	\$2,600	\$1,400	\$5,200	\$2,800	\$625	\$1,875	\$625	\$1,875	\$250
D28	NYSOPBA Reduced Deductible/Coinsurance Maximum	\$2,600	\$1,400	\$5,200	\$2,800	\$625	\$1,875	\$625	\$1,875	\$250
D29	UUP Lifeguards: Reduced Deductible/Coinsurance Maximum	\$2,600	\$1,400	\$5,200	\$2,800	\$625	\$1,875	\$625	\$1,875	\$250
E01	Other (Retiree)	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
E02	Participating Employers	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
E11	Other (Retiree) - LIS (no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
E12	Participating Employers - LIS (no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G01	Participating Employers	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G02	Participating Employers -(Medical, but no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G03	Participating Employers	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G04	Participating Employers	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G05	Participating Employers	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G06	Participating Employers	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G07	Participating Employers	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G08	Participating Employers	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G09	Participating Employers	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G10	Participating Employers	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G11	Participating Employers	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G13	Participating Employers	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G14	Participating Employers -(Medical, but no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G15	Participating Employers	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G16	Participating Employers	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G17	Participating Employers	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G18	Participating Employers -(Medical, but no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G19	Participating Employers	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G20	Participating Employers	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G21	Participating Employers	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G22	Participating Employers -(Medical, but no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G23	Participating Employers	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G24	Participating Employers	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G25	Participating Employers	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G27	Participating Employers	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G51	Participating Employers - LIS (no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250

Benefit Program	Union (Informational Only)	In-Network Out-of-Pocket Limits				Non-network deductibles and coinsurance				
		In-network Out-of-Pocket Limits Non-Drug (Enrollee)	In-network Out-of-Pocket Limits Drug (Enrollee)	In-network OOP Limits Non-Drug (Dependent)	In-network OOP Limits Drug (Dependent)	Non-network Combined Deductible (Enrollee)	Non-network Combined Coinsurance Max. (Enrollee)	Non-network Combined Deductible (Dependent)	Non-Network Combined Coinsurance Max. (Dependent)	Physical Medicine Program Deductible (Enrollee and Dependent)
G53	Participating Employers - LIS (no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G54	Participating Employers - LIS (no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G55	Participating Employers - LIS (no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G56	Participating Employers - LIS (no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G57	Participating Employers - LIS (no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G58	Participating Employers - LIS (no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G59	Participating Employers - LIS (no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G61	Participating Employers - LIS (no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G65	Participating Employers - LIS (no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G69	Participating Employers - LIS (no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G71	Participating Employers - LIS (no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G73	Participating Employers - LIS (no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G74	Participating Employers - LIS (no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G75	Participating Employers - LIS (no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G77	Participating Employers	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G78	Participating Employers	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G79	Participating Employers -(Medical, but no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G80	Participating Employers	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G81	Participating Employers -(Medical, but no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G84	PEF	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G85	M/C; Legislature	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G86	NYSCOPBA	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G87	M/C; Legislature	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G88	PEF	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G89	NYSCOPBA	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G90	CSEA above Grade 6	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
G91	CSEA Reduced Deductible/Coinsurance Maximum	\$2,600	\$1,400	\$5,200	\$2,800	\$625	\$1,875	\$625	\$1,875	\$250
L19	M/C; Legislature	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
M01	CSEA above Grade 6	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
M02	UUP, including Lifeguards	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
M03	UUP, including Lifeguards	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
M04	Participating Employers	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250



Benefit Program	Union (Informational Only)	In-Network Out-of-Pocket Limits				Non-network deductibles and coinsurance				
		In-network Out-of-Pocket Limits Non-Drug (Enrollee)	In-network Out-of-Pocket Limits Drug (Enrollee)	In-network OOP Limits Non-Drug (Dependent)	In-network OOP Limits Drug (Dependent)	Non-network Combined Deductible (Enrollee)	Non-network Combined Coinsurance Max. (Enrollee)	Non-network Combined Deductible (Dependent)	Non-Network Combined Coinsurance Max. (Dependent)	Physical Medicine Program Deductible (Enrollee and Dependent)
M05	Participating Employers -(Medical, but no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
M07	NYS Retirees	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
M09	CSEA Reduced Deductible/Coinsurance Maximum	\$2,600	\$1,400	\$5,200	\$2,800	\$625	\$1,875	\$625	\$1,875	\$250
M11	Participating Employers	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
M12	Participating Employers -(Medical, but no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
M13	UUP: Reduced Deductible/Coinsurance Maximum	\$2,600	\$1,400	\$5,200	\$2,800	\$625	\$1,875	\$625	\$1,875	\$250
M14	UUP Lifeguards: Reduced Deductible/Coinsurance Maximum	\$2,600	\$1,400	\$5,200	\$2,800	\$625	\$1,875	\$625	\$1,875	\$250
PA7	Participating Agencies	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
PC1	Participating Agencies - LIS (no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
PC7	Participating Agencies	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
PD7	Participating Agencies	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
PE1	Participating Agencies - LIS (no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
PE7	Participating Agencies	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
PF7	Participating Agencies	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
PN7	Participating Agencies - (Medical, but no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
PR1	Participating Agencies - LIS (no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
PR7	Participating Agencies	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
PS1	Participating Agencies - LIS (no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
PS7	Participating Agencies	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
PV1	Participating Agencies - LIS (no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
PV7	Participating Agencies	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
R01	NYS Retirees	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
R03	NYS Retirees	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
R04	NYS Retirees	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
R05	Other (Retiree)	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
R06	Other (Retiree)	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
R07	Other (Retiree)	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
R08	Other (Retiree)	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
R09	Other (Retiree)	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
R10	Other (Retiree)	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
R11	Other (Retiree)	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
R13	Other (Retiree)	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
R14	NYS Retirees - (Medical, but no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
R15	NYS Retirees	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
R16	NYS Retirees	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
R17	NYS Retirees	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
R18	NYS Retirees - (Medical, but no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250

Benefit Program	Union (Informational Only)	In-Network Out-of-Pocket Limits				Non-network deductibles and coinsurance				
		In-network Out-of-Pocket Limits Non-Drug (Enrollee)	In-network Out-of-Pocket Limits Drug (Enrollee)	In-network OOP Limits Non-Drug (Dependent)	In-network OOP Limits Drug (Dependent)	Non-network Combined Deductible (Enrollee)	Non-network Combined Coinsurance Max. (Enrollee)	Non-network Combined Deductible (Dependent)	Non-Network Combined Coinsurance Max. (Dependent)	Physical Medicine Program Deductible (Enrollee and Dependent)
R19	NYS Retirees	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
R20	NYS Retirees	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
R21	NYS Retirees	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
R23	NYS Retirees	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
R24	NYS Retirees	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
R25	Other (Retiree)	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
R27	Other (Retiree)	\$2,600	\$1,400	\$5,200	\$2,800	\$1,250	\$3,750	\$1,250	\$3,750	\$250
R51	NYS Retirees - LIS (no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
R53	NYS Retirees - LIS (no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
R54	NYS Retirees - LIS (no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
R55	Other (Retiree) - LIS (no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
R56	Other (Retiree) - LIS (no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
R57	Other (Retiree) - LIS (no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
R58	Other (Retiree) - LIS (no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
R59	Other (Retiree) - LIS (no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
R61	Other (Retiree) - LIS (no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
R65	NYS Retirees - LIS (no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
R69	NYS Retirees - LIS (no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
R71	NYS Retirees - LIS (no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
R73	NYS Retirees - LIS (no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
R74	NYS Retirees - LIS (no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250
R75	Other (Retiree) - LIS (no Rx coverage)	\$2,600	N/A	\$5,200	N/A	\$1,250	\$3,750	\$1,250	\$3,750	\$250