Statewide Public Health Portal RFP

Questions & Answers

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Scope of Work/ Technical

1. What are the top three workflow pain points epidemiologists face today that you most want this Portal to eliminate?

   Answer: Please refer to the Center of Excellence section in the RFP for this information. The COE is responsible for user interviews and prioritization.

2. Which public health programs should be prioritized for MVP adoption and measurable success?

   Answer: Please refer to the Center of Excellence section in the RFP for this information. The COE is responsible for user interviews and prioritization.

3. What shortcomings of current QE portals most directly impact user satisfaction and adoption?

   Answer: The portals were fundamentally designed for providers (doctors) so the workflows lack common epidemiological workflows such as case investigation or disease monitoring.

4. How will user adoption and investigator productivity improvements be measured after implementation?

   Answer: Please refer to the Center of Excellence section in the RFP for this information. The COE is responsible for defining measures of adoption, productivity, and satisfaction.

5. Are there existing user personas, workflow maps, or research artifacts available to accelerate discovery activities?

Answer: Please refer to the Center of Excellence section in the RFP for this information. The COE is responsible for discovery activities, including user research, workflow analysis, and related artifacts.

6. Would NYeC consider limited caching or metadata indexing if it improves performance while maintaining compliance requirements?

   Answer: Yes caching is allowed for a limited period of time, respondents can propose such a solution.

7. How mature and standardized are the QE legacy CCD endpoint implementations across participating organizations?

   Answer: Please refer to Section 5.7 of the RFP. Respondents should assume integration with existing QE legacy CCD endpoints as described there. The QE's have operated these end points for 10+ years, and they are accustomed to IHE responses.

8. Are synthetic datasets or masked clinical data available to accelerate development, testing, and onboarding?

   Answer: Yes. NYeC has a full synthetic data set that reflects typical SHIN-NY data types, including ADTs, CCDs, MPI data, and related transactions. Respondents should assume, however, that they will still need to shape that data into meaningful patient-level scenarios, expected outcomes, and test cases appropriate to their proposed solution.

9. Does NYeC envision future AI-enabled capabilities such as investigation support, summarization, or natural-language search?

   Answer: At this time we don't know, as requirements have not been finalized. That said given the advances in AI it's reasonable to say that at least one such use case will emerge in the months ahead and respondents are encouraged to discuss how they could differentiate themselves in this space.

10. Would optional AI-driven enhancements be viewed favourably if clearly separated from the MVP scope and pricing?

Answer: If there are strong use cases that support AI yes, but not AI for AI sake. NYeC has thus far been conservative in our approach towards AI use against large swaths of clinical data, one would expect that any initial AI use case would be narrowly tailored and structed in a way that has a high degree of human oversight and governance.

11. For respondents that possess strong application modernization, AI, cloud engineering, and healthcare-adjacent data integration capabilities, would NYeC view favourably a delivery model that combines the respondent's core engineering team with public health subject matter experts and/or healthcare ecosystem partners to strengthen domain alignment while maintaining delivery speed and cost efficiency?

Answer: NYeC cannot comment in advance on how any particular proposed team structure, delivery model, or partnership approach will be viewed. Respondents should submit their best proposal, and all proposals will be evaluated holistically in accordance with the evaluation criteria set forth in the RFP.

12. Agile Delivery and Pricing Assumptions

The RFP describes an agile, iterative delivery model that includes discovery, prototyping, backlog refinement, stakeholder demonstrations, and incremental releases. To support accurate and comparable implementation pricing, could NYeC provide guidance on the anticipated delivery cadence, such as the expected number of implementation sprints, release cycles, or overall MVP timeline assumptions that respondents should use when preparing one-time implementation cost estimates?

Answer: Please refer to the pricing instructions and Appendix B of the RFP. Respondents are already asked to describe a representative medium feature and provide pricing for it.

13. Roles and Responsibilities Between the COE and Technology Vendor
The RFP describes distinct responsibilities for the Public Health Center of Excellence (COE) and the application development vendor. Could NYeC clarify the expected division of responsibilities for requirements gathering, backlog definition, and prototyping? Specifically, should respondents assume that the COE will provide validated requirements and design artefacts to the technology vendor, or is the technology vendor expected to produce and iterate interactive prototypes directly with stakeholders as part of delivery?

Answer: Please refer to the Center of Excellence and application development sections of the RFP. The RFP contemplates a collaborative model in which the COE leads discovery and prioritization, and the technology vendor leads implementation and technical delivery. Respondents should propose a practical approach for coordination across those responsibilities. Respondents should describe any firm boundaries they propose, given expertise between the requirements and execution teams.

14. Helper File and PDR Data Specifications

The RFP references optional helper files and indicates that technical specifications may be provided by other teams. Are there any sample specifications, schemas, or representative examples that can be shared at this stage for:

- Helper files; and/or
- HL7, XML, or JSON documents stored within the Primary Document Repository (PDR)?

Access to representative samples would assist respondents in assessing parsing, performance, and implementation effort.

Answer: For most documents, NYeC will create what is generally called a "universal XML index" Parquet structure used for CCD data. These are designed to expose document structure in a query-able, columnar format without applying business rules or normalization. Helper artifacts will be structural in nature (e.g., field definitions, sample rows), rather than semantic crosswalks or mappings.

15. Cohort Activity Tracking and Patient State Management

The RFP requires the Portal to indicate new activity at both the cohort and individual patient level since the last review. Given the requirement that the Portal not maintain a separate copy of patient data, could NYeC clarify whether the Portal may persist limited metadata to support these functions, such as:

- User or cohort last-review timestamps;
- Patient last-access timestamps; and/or
- References to previously retrieved documents?

Understanding the permissible level of metadata retention will help respondents determine the most efficient approach for identifying and highlighting new activity.

Answer: The Portal can and should store the metadata described, along with epidemiological contact lists and any other documents / information it needs to function.

The general context we are trying to set is that the SHIN-NY has over 1B documents in our document repository, plus an equal or larger number in other sources. We will be deferential to proposals that do not require a separate copy of the entire SHIN-NY to power this one use-case. Other supporting documents are fine.

16. PDR Data Characteristics and Document Lifecycle

Could NYeC provide additional information regarding how clinical documents are populated and maintained within the Primary Document Repository?

For example:

- Is a new CCD generated and stored following each clinical encounter or event?
- Are CCDs expected to be cumulative/comprehensive records or encounter-specific snapshots?
- Are prior CCD versions retained?

This information would help respondents better understand expected document volumes, duplication patterns, and the level of data normalization or de-duplication that may be required when presenting a consolidated patient view.

Answer: CCDs are typically contributed to the SHIN-NY within a few minutes of when encounters occur. However, because the SHIN-NY receives CCDs from more than 20,000 contributing organizations, it is not possible to generalize a single document lifecycle pattern. Respondents should assume that some CCDs are encounter-specific, some are longitudinal, some are clearly identifiable as representing a new document, and some may be new but may not make it easy to determine whether they fully supersede prior content.

17. Presentation of Data Retrieved from Legacy QE Endpoints

Section 5.7 describes the retrieval of CCD/CCDA documents directly from Qualified Entity (QE) legacy endpoints to provide a more complete patient view. Could NYeC clarify how this information should be presented within the Portal?

Specifically, should respondents assume that:

- Data retrieved from QE endpoints will be integrated into the unified patient view alongside PDR-derived data;
- Data should be presented separately as source-specific documents; or
- Users should explicitly initiate the retrieval of federated QE data when needed?

Any guidance on the intended user experience and source attribution model would be appreciated.

Answer: Data retrieved from QE end points, or PDR, will be integrated into the unified patient view.

18. Performance Testing Dataset and Assumptions

The RFP defines performance requirements for both typical patient records (<1 MB) and larger patient records (~20 MB). Could NYeC provide representative test datasets, sample document sets, or additional guidance on the expected composition of these records (e.g., number and mix of CCDs, ADTs, ORUs, and helper files)?

Answer: Yes. NYeC has synthetic data and representative volume distributions that can support performance planning and testing, including data created with commonly used healthcare data generation tools such as Synthea for CCDs. Respondents should assume, however, that part of their implementation effort will be to assemble meaningful test datasets, expected outcomes, and performance scenarios from those broader assets.

CCD		
Percentile	size in MB	annual quantity (aprox)
05	0.01	Documents in this quartile
25	0.07	35,431,043
50	0.16	137,986,790
75	0.33	168,158,694
99	2.58	166,955,690
	Annual	~700M
TRN		
Percentile	size in MB	Documents in this quartile
25	0.0000	3,165,663
25	0.0000	12,613,798
50	0.0100	15,068,770
75	0.0300	14,663,765
99	0.4400	15,234,443
	Annual	61M
ADT's		
Total	180M	All very small , by nature of ADT
Just Discharge	~20M	NY has ~20M annual hospital discharge events.

19. Reference: Sections 5.3, 5.7, 5.8 (SHIN-NY APIs)

Are published API specifications, sample payloads, error envelopes, and rate-limit/throttling documentation available for each SHIN-NY API the Portal will call? If yes, can these be shared with respondents prior to proposal submission?

Answer: When calling PDR, assume you are making a standard HL7 FHIR document process, as described in the HL7 documentation. That will return an array of document IDs per the HL7 documentation. The portal will fetch those documents for a given patient and then need to present the information in a way that meets users' needs.

20. Reference: Section 5.7 (Calling QE Legacy CCD Endpoints)

What other federated data sources (beyond QE legacy endpoints and the NYeC Data Lake referenced in Section 5.7) does NYeC currently anticipate the Portal will need to call within Year 1?

Answer: None

21. Will NYeC accept a vendor-hosted SaaS deployment (with data retained in NYeC's AWS account via cross-account access) or does NYeC require transfer of source code and full operational control at the state level?

Answer: We are open to either.

22. Please confirm whether the production environment must attain third-party HITRUST certification and, if so, whether NYeC will fund or sponsor the assessment fees.

Answer: The working model we have been thinking of is that the code will operate within the SHIN-NY and thus be governed by all SHIN-NY processes to include but not limited to HITRUST. Please refer to question 21. If the intent is for a fully managed SaaS solution, then HITRUST responsibility would shift to the provider.

23. For calls to the PDR and QE legacy CCD endpoints, what network connectivity methods (e.g., dedicated VPN, AWS PrivateLink, mutual TLS over the public Internet) will be available, and are there throughput limitations we should assume for performance sizing?

Answer: We assume this code is operating within the SHIN-NY and, as such, the SHIN-NY infrastructure team is responsible for network and security controls. Respondents should focus on application development and not assume additional security engineering responsibilities beyond writing high-quality code that conforms to the required standards. No API size limits are currently contemplated. For the SHIN-NY, this user story is relatively small in terms of volume.

24. Should continuous enhancement (Section 6.2) and Tier-3+ application support (Section 6.3) be proposed as (a) fixed annual subscription fees or (b) time-and-materials with hourly rate caps?

Answer: Bidders should use the bidding template included in the RFP as Appendix B when submitting pricing.

25. Does NYeC have any existing style guides, design systems, or user-research outputs from current QE portals that will be made available to the selected vendor, or should vendors assume net-new UX discovery and design?

Answer: Assume net-new UX discovery and design.

26. Please describe the expected governance model for this initiative, including whether NYeC will designate a Product Owner or primary decision-maker for scope, prioritization, and acceptance. If the COE and implementation scope are awarded to separate vendors, how does NYeC expect the Product Owner, COE, and implementation vendor to coordinate?

Answer: NYeC will designate a Product Owner, and respondents should propose their recommended additional project roles, team structure, and governance model to support delivery of this initiative.

27. Will any core delivery team members be assigned from NYeC i.e. PM, Scrum Master, BA, engineers?

Answer: Please refer to question 26.

28. Are there existing design standards, design systems, pattern libraries, accessibility standards, brand guidelines, or reusable UI components that the selected vendor will be expected to use for prototypes and front-end development?

Answer: Duplicate of question 25.

29. Are there specific accessibility requirements for the portal, such as WCAG 2.1 AA or other state accessibility standards?

Answer: Yes. This Portal is used only by employees, as described in RFC. Respondents should assume that accessibility requirements apply. At a minimum, proposals should target WCAG 2.1 AA conformance, and respondents should also be aware that accessibility obligations may arise under the Americans with Disabilities Act and other applicable state or organizational accessibility requirements.

30. Section 4.4 LLM-Based Tools:
Please identify any requirements or restrictions that apply to AI-assisted delivery tools during discovery, design, development, testing, documentation, or support. Will there be formal audits that will need to be passed to satisfy any such requirements?

Answer: NYeC does not impose specific restrictions on the use of AI-assisted delivery tools in discovery, design, development, testing, documentation, or support. Respondents remain fully accountable for all work products, regardless of whether AI-assisted tools are used. All code must proceed through the standard software development lifecycle, including appropriate human review, testing, and approval before it may be used in production.

For NYeC, and this is something respondents should describe in their approach, when AI is used to create rapid prototypes for stakeholder feedback, NYeC views those prototypes as exploratory artifacts, similar to a whiteboard sketch or presentation, rather than production-ready code. Such prototype work should occur in an isolated manner and should not be assumed to become part of the final solution without being properly rebuilt, reviewed, and validated through the full software development lifecycle.

31. Section 5.2 Data:
Is there guidance on how to treat/display patient data discrepancies if there happens to be conflicting data coming from different sources?

Answer: Respondents should absolutely assume there will be data overlap and data discrepancies for a given patient. For example, ADTs will contain admission and discharge data that may also appear in CCDs. A key measure of success will be the respondent's ability to understand these realities and balance time to market with an appropriate level of sophistication in data normalization and de-duplication.

32. Section 5.2 Data:
Is the use of open-source tooling acceptable and/or compliant for the purposes of document parsing? Is anything expressly forbidden?

Answer: Nothing is expressly forbidden.

33. Section 5.3 API:
Are there rate limits or throttling constraints on SHIN-NY APIs or QE endpoints?

Answer: Duplicate of question 19.

34. Section 5.4 Display of Common Clinical Data:
Are target personas, journey maps, workflow documentation, or prior user research available for the public health users described in the RFP? Which personas should be prioritized for MVP?

Answer: Duplicate of question 2.

35. May vendors propose a vendor-hosted/managed cloud environment, or will the Portal solution be deployed only in NYeC-managed infrastructure?

Answer: Duplicate of question 21.

36. **Documentation for PDR Endpoints:** Will the technical specifications, schemas, and API documentation for the two Primary Document Repository (PDR) endpoints (the full data endpoint and the 42 CFR Part 2 restricted endpoint) be provided?

Answer: Duplicate of question 19.

37. **Helper File Readiness:** Section 5.9 mentions taking advantage of "helper files" generated by other teams. Are the specifications for these files ready, or will the awardee be required to help define them?

Answer: Duplicate of question 14.

38. **SLA Accountability:** The performance SLAs (e.g., 95% of requests under 3 seconds for <1 MB data) rely on parsing data directly from the PDR in real time. If the underlying PDR or S3 bucket experiences latency, will those external delays be excluded from the vendor's synthetic transaction SLA measurements?

Answer: Agree, we will design measures in a way that excludes the time to fetch the data.

39. **Legacy Endpoint Standardization:** Section 5.7 requires direct calls to each QE's legacy CCD/CCDA delivery endpoints. Do all QEs currently utilize a standardized API interface for these legacy endpoints, or should the vendor assume five distinct integration patterns?

Answer: Duplicate of question 7.

40. **Testing Environments:** Are lower environments (QA/Staging) for the Statewide Patient Match 2.0 API , 1115 APIs , and all QE legacy endpoints currently available and wired for testing?

Answer: No. The lower environments are a mixed bag. While the underlying components exist, they are not all coherent or consistently wired for end-to-end testing. Respondents should assume that part of the project will be to assemble a cohesive lower-environment test data set and practical test scenarios needed to validate the solution.

41. **Federated SSO Scope:** Local Health Departments (LHDs) use varied IAM platforms (e.g., Microsoft Entra ID, AWS). Is the vendor expected to build a multi-tenant, federated architecture that plugs custom-built SAML/OIDC connections into *each* individual LHD's

directory system? Alternatively, is there a centralized state identity provider we can hook into?

Answer: Please refer to Section 5.1 of the RFP. Respondents should assume the vendor is responsible for designing and building the authentication and federated access capabilities required for the Portal. However, the actual implementation, onboarding, and coordination with individual Local Health Departments or other participating organizations will be the responsibility of NYeC and other relevant parties, not the application development vendor.

42. **Ticketing APIs:** Given the plan to build the ticketing integration layer , do the QEs have open APIs/webhooks available for their native ticketing systems (Jira, Salesforce, etc.) to support the required bi-directional status and comment synchronization?

    Answer: Respondents may assume, as stated in the RFP, that QE ticketing systems are modern platforms such as Jira or Salesforce and that such modern systems have the capability described in the question.

43. **Patient Data Retrieval & Cohort Query Scalability:** Section 3.5 states that the solution should retrieve documents for a "single patient" directly from the PDR, parse them in real time, and display the results. However, Section 5.6 requires the Portal to support cohorts of 100 to 200 people and provide cohort-level and person-level "at-a-glance" indicators showing whether any new document activity has occurred since the last review. To properly architect the system and estimate performance engineering costs: Does the underlying Primary Document Repository (PDR) support a bulk or batch retrieval API endpoint to check for updates across multiple patients simultaneously? Or should the vendor design the cohort "refresh" mechanism around executing sequential, individual single-patient queries for every individual in the cohort?

    Answer: PDR does not support a bulk retrieval API, so the portal will need to iterate through the list. It is understood that this architecture will result in slower performance, and the current process for epidemiologists to get this data takes several person hours, so an automated system that takes minutes, we believe, will be appreciated.

44. Can NYeC provide a breakdown of expected users by role (epidemiologist, disease investigator, public health nurse, social worker, case manager, program manager, administrator, OMH/OASAS/OPWDD staff, etc.) and their primary workflows?

    Answer: This is not known at this time. Please reference the other questions around the role of the COE and discovery process.

45. What are the top five public health use cases that must be successfully supported within the first year?

Answer: Duplicate of question 2.

46. Can we assume the SCR will be the registry for patient consent to enable access to 42 CFR Part 2 data?

Answer: No, there is a separate API call to a consent service.

47. Which existing public health reporting processes are intended to be replaced or streamlined with this solution?

Answer: This Portal is not intended to replace provider or facility reporting to public health, such as mandatory reporting by hospitals, laboratories, or other reporting entities. Rather, the Portal is intended to streamline how public health users review, organize, and act on data that has already been contributed to the SHIN-NY. Please refer to the workflow and Center of Excellence sections of the RFP for further detail on how those use cases will be defined and prioritized.

48. Is geocoding for any geographic feature in the Public Health Portal the awardee's responsibility, or does NYeC plan a separate enriched dataset / helper-file feed that would carry geocoded values for Portal consumption?

Answer: NYeC has an API awardees can call that can geocode any address. Awardees will be responsible for calling that API if needed.

49. Does NYeC prefer or require the use of the NYS Street and Address Locator / NYS Geocoder, and is its use with PHI inputs covered under existing state agreements?

Answer: Duplicate of question 48.

50. Will there be dedicated funding for maintaining and enhancing the Public Health Portal after initial implementation?

Answer: Yes.

51. To what extent will the QE data be leveraged outside of the data submitted to the PDR?

Answer: Please refer to Sections 5.3, 5.7, and 5.8 of the RFP. The Portal is expected to call both the Primary Document Repository and the legacy QE IHE/CCD delivery endpoints in order to present a more complete patient view. Accordingly, QE data will be leveraged both through data already present in the PDR and, where required by the RFP, through direct retrieval from QE legacy endpoints outside the PDR.

52. What external systems beyond PDR must the Public Health Portal integrate with during the first release?

a. Examples:
   - NYSDOH systems
   - Disease registries
   - Immunization systems
   - Vital records
   - Medicaid systems
   - Death registry
   - NPI status

Answer: None of those systems are in scope for the MVP. This is a thoughtful question because they are the types of systems that may be appropriate for longer-term integration as the Portal evolves beyond the initial release.

53. Three years after implementation, what capabilities would NYeC consider evidence that the Portal has become a strategic statewide public-health platform rather than simply a data viewer?

Answer: This is an important question, and part of the project should be to develop the measures that define long-term success. Our initial instinct is that utilization will be a leading indicator. In general, users migrate toward systems that are more useful to them than the alternatives they use today.

54. Are current versions of ICD-10, CPT, HCPCS, SNOMED CT, NDC, LOINC, and other required clinical reference standards captured as metadata within the PDR? How will code sets be maintained and exposed to support analytics, interoperability, and AI-driven semantic understanding?

Answer: Please refer to Sections 5.2, 5.3, and 5.7 of the RFP. Respondents should assume that they are responsible for parsing the clinical documents needed to support the Portal experience. Because the PDR contains data contributed by more than 20,000 organizations, respondents should also assume that every data paradigm will exist in the underlying data set, ranging from well-structured, high-quality documents to documents that are incomplete, inconsistent, or otherwise difficult to normalize. Proposals should reflect a practical approach that can function across that spectrum.

55. Is it anticipated that cohorts would include risk stratified disease registries or that study level cohorts persisted (example obese teenagers who haven't had nutritional counseling). Is it anticipated that these Cohorts are QE or Regionally specific vs statewide?

Answer: Respondents should assume cohorts may be statewide in scope. Please refer to the Center of Excellence section of the RFP for how cohort use cases, disease focus, and prioritization will be refined.

56. Could you elaborate more on the key differences between the Statewide Public Health Portal and a traditional HIE platform? For example: if a public health user wants all data on Jane Doe, how would it differ in the public health portal vs traditional HIE clinical viewer?

Answer: Please refer to the Center of Excellence section of the RFP. Existing QE portals were generally built around the top-line user story of providers delivering clinical care. That is a very different role and set of responsibilities than those of an epidemiologist or other public health user. While the exact differences in workflow will be further defined through the COE process, respondents should assume that these users have materially different needs and should not be expected to share the same user experience.

57. Can NYeC clarify what constitutes a "portal access" within the annual usage assumptions (e.g., login session, patient record retrieval, API call sequence, or page/view interaction) for purposes of SLA modeling and operational sizing?

Answer: For purposes of estimation, respondents should treat a portal access as a single end-to-end user session. All usage assumptions in the RFP should be understood as directional estimates. Because this is a new system, actual usage patterns will only become clear over time.

58. Is it anticipated that a test bed of data (or ground truth) will be established to consistently test the performance and accuracy of the platform. Will the State or COE be responsible for the establishment of ground truth.

Answer: NYeC has substantial data available for development and testing. Respondents should assume, however, that they will need to create meaningful patient-level test data, expected results, and test cases from that broader data set in order to validate the solution effectively.

59. How does NYeC envision balancing rapid AI-assisted prototyping with long-term low-code objectives? Is the expectation that solutions developed through rapid prototyping will be progressively refactored into reusable, governed, and low-code components as part of a defined maturity model?

Answer: Duplicate of question 30.

60. Is the vision for the "stable" environment to encompass all testing and demos; essentially a dev, stable and prod architecture? Other sections refer to a QA environment - are these synonymous?

Answer: For purposes of this RFP, respondents should assume a three-environment model consisting of development, stability, and production. The development environment is expected to be an actively changing environment and should not contain protected health information. The stable environment should be understood as synonymous with QA and should be used for formal testing, validation, and demonstrations. Production is the live operational environment.

61. What vision does NYeC have for MVP? For example, would MVP include the ability to upload a list of patients? Is enabling each epidemiologist/public health investigator to upload and manager all cohorts (typically < 100 people), assign a user-friendly nickname to each cohort, and return to that cohort repeatedly over time part of MVP?

Answer: Duplicate of question 2.

62. Will NYeC need to approve AI tools and if so, what is the process and turnaround time (note: this could impact cost and timeline).

Answer: Duplicate of question 30.

63. With the expectation of rapid prototype delivery and feedback, how does NYeC envision their approval process for "final" design along with stakeholder (assuming this is public health) review and reaction?

Answer: Please refer to the Center of Excellence section of the RFP. Respondents should assume an iterative review process in which rapid prototypes are used to gather stakeholder feedback through the COE. NYeC will retain final sign-off on design, prioritization, and what is ultimately approved for implementation.

64. In Section 5.6, it states, "make notes in the system," does that mean in the PDR or the Public Health Portal? If the latter, are you expecting the Public Health Portal to store PHI?

Answer: Portal and yes, store protected health information. That protected health information can be stored within SHIN-NY's existing data framework.

65. In Section 5.6, is the vision to proactively look for changes and notify the user or have the user inquire as to whether changes occurred on a particular cohort?

Answer: At least for the MVP, we envision the user inquiring. For example, the user might review this data each day to see if there is new data about a given cohort. If, for example, one is tracking a cohort of 100 people exposed to measles, the epidemiologist might look over that cohort daily and knowing which people in the group have new data would help streamline their workflow.

66. For the initial rollout, why are we not using existing tech (e.g. sPRL) but instead creating new ways to query QE data (Section 5.7)? This seems contrary to the notion of rapid delivery and cost containment.

Answer: Great question! Respondents should be prepared to call between 2 and 5 IHE endpoints, and from a development point of view the exact location of those should not materially impact the time to market. All end points have been in use for 5+ years, are very mature and follow well established IHE standards.

67. Is there a list of SHIN-NY API's available (Section 5.8.3)?

Answer: Duplicate of question 19.

68. Will the PDR only contain raw clinical data in an Amazon S3 bucket?

Answer: Duplicate of question 16.

69. Who will be providing what helper files - it seems like this section was added with certain helper files in mind to help with certain functionality but it's not clear how they may inform our RFP response and associated design without more context. Additional details would help us better understand how the helper files should inform our RFP response and proposed solution design.

Answer: Duplicate of question 14.

70. Many factors, like COE collection of requests, NYeC approval of design and prioritization against other SHIN-NY priorities can impact this. How will NYeC support the respondents to ensure they can meet expectations?

Answer: NYeC's role is to remove barriers and create the conditions for the selected team to achieve outcomes in the most productive way possible. That said, every large and complex environment includes some degree of organizational friction, and this initiative is no exception. Respondents should describe how they have succeeded on similar projects by working constructively across governance, stakeholder, and cross-team dependencies while still delivering results with speed, discipline, and professionalism.

71. The RFP mentions tiers 1 and 2 support at the QE level, with tier 3 at the respondent level – section VII goes in a different direction. Please clarify what support model NYeC is looking for.

Answer: There is a distinction between technology enablement for end-user support and the application support model for the Portal itself. NYeC expects the respondent to provide a system that enables an effective and graceful end-user support experience when a user needs help. The first line of support remains the end user's local designed power user, and the next level remains the QE, as described in Section VII, Enabling Efficient End-User Support by QEs. In that section, NYeC is asking respondents to describe how they would solve the technical challenge of making escalation work smoothly when, after power-user triage, a request may need to be routed to one of several different organizations, each with its own support processes and ticketing system.

That is distinct from the respondent's responsibility under Section 6.3 for application support. Section 6.3 addresses how the respondent, as the developer and maintainer of the system, will provide support once an issue has been escalated to Tier 3 and requires the involvement of the team that built the Portal, such as for code changes, deep technical troubleshooting, or access to system telemetry and logs. In short, Section VII is about building the technology and workflow that enables QEs and local organizations to support end users effectively, while Section 6.3 is about how the respondent will provide Tier 3 support for the application itself once an issue reaches the respondent's desk.

72. In Section 8, (1), how is adoption of current QE Portals measured? What is the current public health usage rate per QE and across the SHIN-NY collectively?

Answer: Duplicate of question 4.

73. Will the COE have authority to request or at least influence additions to PDR from all QEs?

Answer: Duplicate of question 13.

74. Is the COE responsible for measuring customer satisfaction?

Answer: Duplicate of question 4.

75. Can we assume the COE will participate in all scrum ceremonies with the developers?

Answer: Duplicate of question 13.

76. What is comprised of NYeC landscape (as noted in Section 9.1 Frontend / Hosting)?

Answer: NYeC's landscape is entirely Amazon Web Services and entirely platform as a service. Respondents should assume a cloud-native environment built on managed, pay-as-you-go AWS services such as AWS Amplify for hosting, Amazon S3 for storage, AWS Lambda for APIs and server-side processing, Amazon API Gateway for API management, and similar native AWS platform services.

77. For purposes of performance engineering, operational sizing, and pricing assumptions, can NYeC clarify whether the "deep dive" review of approximately 50 charts per user per day should be interpreted as requiring fresh real-time federated retrieval/parsing from QE endpoints and PDR for each review, or whether session-based reuse/caching of previously retrieved patient data is acceptable within a defined workflow window?

Answer: Assume the more conservative case, which is that each patient chart must be viewed for the first time and no data is cached within the Public Health Portal.

78. Are the performance targets tied to data from PDR only or are you expecting it for expanded queries across the "NYeC landscape"?

Answer: Duplicate of question 38.

79. How will the portal itself be monitored for uptime, vs. availability of the PDR and other systems for the data viewing portion of the requirement?

Answer: Duplicate of question 38.

80. In Section 11.3 Audit Logging and Retention, bullet 3: Is this "12 months" the standard length of time audit records need to be retained? This seems to differ from the requirement for existing QE clinical viewers.

Answer: Good catch. For the purpose of bidding, respondents should use a consistent assumption of 12 months. This is an implementation detail we can work out after awarding the contract.

81. In Section XVI, do “stakeholders” include public health officials?

Answer: Yes

82. Does NYeC anticipate the need for an architecture that can continuously incorporate emerging AI technologies and models, or is the preference to standardize on a fixed technology stack for a defined operational period?

Answer: Duplicate of question 9.

83. Will the vendor receive comprehensive interface documentation and test environment access at project start, and what timeline assumptions should we make for engaging each QE to set up and test these connections?

Answer: Duplicate of question 19 and yes, all API documentation will be shared at the start.

84. Are there plans for the portal to offer access to a catalog of demographic and other authoritative data sets to enhance understanding of non-medical drivers/social determinants that vary geographically?

Answer: Please refer to the other data sections of the RFP. Respondents should assume the Portal may, over time, incorporate additional authoritative and demographic data assets described elsewhere in the RFP, including 1115 (also known as social determinants of health) related data, where relevant to public health workflows and geographic context.

85. How do you envision providing epi’s with an advanced analytics platform to include spatial analysis types frequently relied upon in public health workflows such as network analysis, temporal analysis, geographically weighted regression, multivariate clustering, and drive time analysis?

Answer: We do not anticipate solving those issues with this portal whose top-line user story is to share clinical information about individuals with epidemiologists.

86. Section 4.2 states your expectation that the Minimal Viable Product (MVP) will be delivered in “weeks, not months” following the end of the design phase, and we understand the Portal is expected to evolve through iterative releases. Can you please clarify whether there is a target date for a broader production launch or statewide rollout beyond the initial MVP?

Answer: No firm dates have been established.

87. Relatedly, can you clarify what capabilities should be included in the fixed implementation versus deferred to post-launch development/enhancements? Should respondents assume that capabilities such as all QE legacy-endpoint integrations, federated SSO, and the end-user support ticketing layer are required for the initial MVP or production launch, or should some of these capabilities be proposed as phased enhancements?

Answer: Duplicate of the other MVP scope and phased enhancement questions. Respondents should assume the initial MVP should focus on the core portal capabilities needed to support the primary public health user story, while additional integrations and broader capabilities may be proposed as phased enhancements where appropriate. Please also refer to the related answers on MVP scope, federated single sign-on, QE legacy endpoint integration, and the support ticketing layer.

88. Given the breadth of the RFP and the ability for respondents to bid on different components, can you share any anticipated budget ranges or ceilings for the major scope areas, including Portal development, Section VII support workflow functionality, Section VIII COE services, post-launch Tier 3+ support/continuous enhancement, and ongoing cloud/operating costs? If budget ceilings have not been established for each area, is there guidance you can share about scope prioritization to help respondents right-size their proposed approach and distinguish between must-have scope and optional or phased enhancements?

Answer: We are not able to provide budget details at this time.

89. Section 4.1 asks the development respondent to produce vibe-coded prototypes and translate findings into an initial product backlog; Section VIII assigns prototypes, requirements, and the prioritized backlog to the COE. In a split award, who owns prototyping and the initial backlog, the development vendor or the COE? Or are these responsibilities anticipated to occur at different stages of development?

Answer: In a split-award model, the COE should be understood as owning customer discovery, prioritization, and the definition of what success looks like for the user. The development vendor should be understood as partnering in that process by creating rapid prototypes to help stakeholders react to concrete ideas and arrive at a shared vision. As noted elsewhere in these responses, NYeC views such prototypes as exploratory artifacts, more akin to a presentation or sketch than production-ready code. In practice, the most successful model will be one in which the COE leads understanding customer needs and backlog priority, while the development team helps translate that direction into prototypes, technical options, and an implementable product backlog.

90. To help us accurately price the integration effort and minimize risks related to budget and compatibility, could you share technical documentation for the existing system (e.g., API gateway specs, environment architecture diagrams, etc.)?

Answer: Duplicate of question 83.

91. Sections 4.3 and 4.5 reference an existing delivery toolchain and a scripts/repository. Could you clarify the current language, framework, and maturity of this codebase? Additionally, will the selected vendor be the sole contributor to this repository, or will it be a shared environment that requires coordinating commits with other teams?

Answer: Awardee is expected to be sole contributor. The pipeline is very mature, with all the steps one would expect in an SDLC pipeline.

92. Sections 5.3, 5.5, 5.7, and 5.8 require integration with various APIs (Patient Match 2.0, 1115 APIs, HRSN, QE legacy endpoints, and a future 42-CFR-excluded PDR endpoint). Are all of these endpoints currently available with technical documentation and QA environment access for immediate integration, or should we factor in endpoint readiness delays into our delivery timeline?

Answer: All those end-points exist today. The one area to add time is on calling the legacy (IHE) end points, that whole infrastructure was put in place more than 10 years ago and everything about it is hard.

93. Section 5.7 requires direct retrieval of clinical documents from each of the 5 QEs' legacy CCD/CCDA endpoints. Are these 5 endpoints standardized, or should we assume we are building 5 bespoke integrations?

Answer: All those end-points exist today, and have been working for 10 plus years, assume IHE standard transactions for pulling a CCD.

94. Appendix A1.4(g) and Appendix B require us to project 5-year cloud run costs, while Appendix B Section 5 lists hosting as a 'pass-through'. Could you confirm whose AWS account the Portal will run in, and whether the vendor is expected to pay the cloud invoices directly (as a pass-through) or simply estimate them for NYeC's direct billing?

Answer: Please refer to question 21.

Answer: Please refer to question 37. NYeC will pay hosting.

95. Section II expresses a strong preference for not duplicating PDR data, yet Section 5.6 requires a 'new activity since last review' indicator, which implies persisting at least some derived metadata (like document hashes or timestamps) to calculate diffs. Does the no-duplicate-data-store constraint permit the storage of this lightweight, derived cohort metadata to support this feature?

Answer: The system can absolutely store lightweight data, the preference is for not duplicating billions of pieces of data and does not extend to storing any data.

96. Section 10 requires specific SLAs for <1MB and 20MB datasets and mandates the use of a synthetic transaction monitoring tool. Will NYeC provide a lower testing environment with representative 'large patient' test fixtures to validate these SLAs prior to production? Additionally, is the vendor expected to procure the synthetic monitoring tool, or will NYeC provide it?

Answer: NYeC has synthetic data and representative volume distributions that can support performance planning and testing, including larger patient scenarios. Respondents should assume, however, that part of the implementation effort will be to assemble meaningful lower-environment test datasets, expected outcomes, and performance scenarios from those broader assets. Respondents should also assume they are responsible for proposing and providing the synthetic transaction monitoring approach needed to meet the SLA requirements.

97. Section 5.9 notes that optional helper files may be generated outside of the Portal by other teams. Could you provide more details on who these other teams are (e.g., internal NYeC data teams, specific QEs)?

Answer: Respondents should assume these helper files may be produced by NYeC or other teams supporting the broader SHIN-NY data environment. The key point for bidding purposes is that any such helper artifacts would be structural in nature, such as field definitions, indexes, or sample rows, rather than semantic crosswalks or business-rule-driven normalization assets.

98. Section 5.4 describes a collaborative design process focused on creating an audience-tailored user experience, and we understand your preference for a straightforward, functional solution that prioritizes clear workflows and efficient access to clinical information. From a visual perspective, are there existing NYeC, NYSDOH, SHIN-NY, or other state/public health brand guidelines or design systems that the Portal must follow?

Answer: Respondents should assume there is no existing design system or brand package that must be followed for this Portal. The emphasis should be on a clear, functional, audience-appropriate user experience for public health users, rather than on replicating an existing visual standard.

99. Does NYeC have examples of applications, platforms, or portals that you favor either for their usability or visual design?

Answer: NYeC does not have a specific external application or portal that respondents should treat as the preferred visual model. We are generally looking for a straightforward, efficient, and professional user experience that helps public health users move quickly through their workflow and understand patient and cohort information with minimal friction.

100. The RFP does not explicitly mention the creation of in-portal written content (e.g., instructional help text, tooltips, cohort management prompts, or notifications). Who will be responsible for creating this content, and should the vendor include copywriting and editing services in our proposed scope and pricing?

Answer: Respondents should assume the application development vendor is responsible for drafting the in-portal instructional and workflow-related content needed for the solution to function effectively, in coordination with NYeC and the Center of Excellence as appropriate. If respondents believe copywriting or content design effort is needed to produce a polished user experience, they should include that in their proposed scope and pricing.

101. Could you provide a copy of, or a link to, the SHIN-NY Policies and Procedures for incident response and breach notification so we can accurately evaluate and price the required compliance and operational efforts?

Answer: The awarded partner will be provided the full document. For purposes of bidding, respondents should assume that, as soon as an incident, suspected incident, or credible imminent risk to the Public Health Portal is identified, immediate notification must be provided to the NYeC Security Team through an approved communication method, to be confirmed with NYeC. The NYeC Security Team will initiate and manage the SHIN-NY incident response process and will require support from the bidder for investigation and remediation activities. The bidder is responsible, where applicable, for implementing appropriate controls and monitoring to ensure that risks and threats are detected and escalated in a timely manner.

102. For authentication, are both native sign-in and federated SSO required, and how many distinct federations do you anticipate needing at launch? The power-user "reset passwords" function implies a native credential store for LHDs without an identity provider (IdP), while 5.1 also requires SAML 2.0 / OIDC SSO (Entra/AD, AWS) for those that have one.

Answer: We anticipate that most agencies will be set up with the relatively straightforward model whereby a power user is responsible for credentialing and routine things like a password reset and we anticipate that at least some departments will have more sophisticated models, such as Azure AD or AWS IAM or a 3rd party. In any of those cases it would be preferable to allow access to the application in a way that the user can log into their native system. We don't know the mix.

103. Section 11.1 notes the system may be required to abide by DOH scoping requirements for HITRUST and SSP Workbooks. Does this mean the vendor is responsible for obtaining an independent HITRUST certification for the Portal, or simply supporting NYSDOH's existing compliance posture and completing required SSP documentation?

Answer: the latter.

104. Appendix B (Section 3.2) requires pricing for Accessibility design (WCAG/ADA). Does NYeC or the State mandate a specific conformance level (such as WCAG 2.1 AA or Section 508) that the Portal must meet?

Answer: We don't know at this time, this will be determined as part of implementation.

105. Two of the primary metrics for the COE's success are "Higher Portal adoption, as compared with current QE portals" and "Customer satisfaction... measured not less than semi-annually,"

a. Does NYeC currently have baseline adoption data and baseline customer satisfaction scores for how public health users interact with the existing QE portals today?
b. How will adoption be defined and measured?

Answer: Duplicate of question 4.

106. Can you clarify your expectations for training and enablement as part of launch and post-launch adoption? Specifically:

a. Given that the Center of Excellence (COE) scope includes delivering 'best-practice enablement sessions', while the development pricing worksheet (Appendix B, Section 3.6) includes 'knowledge transfer', could NYeC clarify the expected division of responsibilities for end-user training between the application development vendor, the COE, and the local Qualified Entities?

   Answer: Duplicate of question 100.

b. Should respondents plan to develop role-specific training materials and/or conduct role-specific training sessions and/or recorded walkthroughs?

   Answer, this is an implementation detail that is unknowable at this time.

c. Do you expect enablement materials to be designed as a single, standardized training package, or should respondents plan for tailored versions based on agency, etc.?

   Answer: we anticipate a single training package.

d. Is there an existing Learning Management System (LMS), knowledge base, or internal platform where training materials must be hosted?

   Answer: No

e. Are there required or preferred formats for training and enablement materials?

   Answer: No.

107. The RFP references in-person engagement as part of stakeholder discovery and ongoing COE activities. Can you clarify which activities are expected to be conducted in person versus virtually, and whether there are specific goals or stakeholder needs driving the in-person requirement? Additionally, should respondents include anticipated travel expenses within the fixed-price proposal, or should those costs be presented separately as pass-through expenses?

Answer: Travel and related expenses for in-person activities should be treated as pass-through costs rather than included in the fixed-price proposal. NYeC's expectation is that key stakeholder discovery and similar high-value engagement activities may at times be conducted in person, particularly where richer dialogue and stronger working sessions are beneficial. In general, respondents should assume a practical mix of virtual and in-person engagement, with in-person sessions used where they materially improve the quality of discovery, alignment, and stakeholder interaction.

108. Section VII instructs vendors to assume that the 5 QEs use existing ticketing systems like Jira or Salesforce. Could you share the specific ticketing platforms currently in use by these QEs?

Answer: this is an implementation detail

109. Appendix B (Section 3.6) requires us to provide the duration and pricing for the Hypercare / Warranty period. Does NYeC have a minimum required duration for this hypercare period before transitioning into paid, ongoing Tier 3 application support?

Answer: Duplicate of question 24.

110. Appendix A, Section A2.18, Section IX - Non Functional Requirements. This section of the proposal template does not include a prompt or area for a response. Please confirm that NYeC does not require a narrative response to the requirements of Section IX.

Answer: That is correct.

111. **Section 5.1, User Management by Each Public Health Agency.** The RFP notes that LHDs are expected to use major IAM platforms such as Microsoft Entra ID or AWS. Will NYeC limit the number of distinct identity providers the portal must federate with for version 1.0, or must the vendor support unlimited SAML/OIDC integrations for all ~58 local health departments?

Answer: We have not done a survey of the needs for each group, so we don't know the scope of their needs. Respondents can , for purpose of bidding, answer the question with the assumption that they will develop integration for a total of 4 federated identity management providers.

112. Section 9.2, Volume Assumptions for Pricing. The RFP states an assumption that "300 users will use the portal on a typical day". For infrastructure sizing and load testing purposes, what is the expected peak concurrent user count?

Answer: For the purpose of the response assume a peek load of 1,000 users in a day with usage during an 8 hour period of time.

Administrative

Admin-1. Would NYeC permit offshore development resources if all PHI remains within U.S.-hosted environments and offshore staff have no production access?

Answer: No, all staff assigned to work on this project must be located within the U.S.

Admin-2. If offshore resources are permitted, what additional security controls or governance requirements would apply?

Answer: Please refer to question 1.

Admin-3. Can NYeC provide a target budget range for implementation, continuous enhancement, and ongoing application support?

Answer: Please refer to question 88.

Admin-4. NYeC emphasizes references and evidence of comparable healthcare/public health delivery. To what extent will the evaluation committee consider demonstrated success in highly regulated, data-intensive industries (e.g., government, financial services, life sciences, insurance, or large-scale data platforms) where the respondent has delivered secure cloud-native applications, complex data integrations, and user-centric digital experiences that are directly transferable to this initiative?

Answer: NYeC will evaluate all proposals that meet the minimum eligibility criteria and will prioritize experience directly related to healthcare and public health. Experience in other highly regulated, data-intensive industries will be considered where the bidder clearly demonstrates direct applicability to the requirements of this initiative.

Admin-5. Reference: Section XV (Evaluation Criteria) / Section XIV (Cost/Pricing)

How is the 40-point Cost/Pricing score calculated — lowest-cost-wins, normalized to lowest, or tiered? Will it consider 5-year TCO including run costs, or only build + 1-year ongoing?

Answer: Cost score will be normalized to lowest.

Admin-6. Reference: Section XV (Evaluation Criteria) / Section XII (Eligibility)

Will non-QE respondents be evaluated against the same rubric as QE respondents, or is there a separate step for QE-related capabilities?

Answer: Evaluation criteria will be established for the portal and the COE and will be the same for each response.

Admin-7. Reference: Section I (Statement of Purpose) / Section VIII (COE)

May a single bidder be awarded BOTH the COE and the non-COE scopes simultaneously, or does NYeC have a preference for awarding the two scopes to different organizations?

Answer: A single bidder may be awarded one or both scopes of work depending on the outcome of the evaluation process.

Admin-8. Reference: Section II (Project Background and Current State)

Is there an incumbent vendor performing any portion of the in-scope work today? If yes, what portion of the existing capability is in scope to be replaced or extended under this RFP?

Answer: There is no current incumbent performing this work.

Admin-9. Reference: Section II (Project Background and Current State)
If there is an incumbent, what handover, knowledge-transfer, and transition support will be available to the awarded vendor, and over what timeframe?

Answer: Please refer to question 8.

Admin-10. Reference: Section XIV (Proposal Submission Requirements) / Appendix B (Pricing Worksheet)
Can NYeC share a target budget envelope or not-to-exceed ceiling for (a) Year-1 build, (b) Year-1 ongoing, and (c) the COE scope?

Answer: Please refer to question 88.

Admin-11. Please confirm whether proposals must follow Appendix A exactly in sequence and format, and whether responses should be submitted in Word, PDF, Excel, or another required format.

Answer: Bidders should use Appendix A to submit their proposals in the order and format it is presented in the RFP and submit as a Word or PDF document.

Admin-12. Is there a target timeframe to start the project and/or a target deadline by when the initial implementation must be completed?

Answer: While an exact start date has not been established, NYeC expects to begin this project in 2026. An implementation timeline for completion will be negotiated with the winning bidder.

Admin-13. Pricing instructions suggest that one-time implementation costs should be "itemized by phase, deliverable, sprint group, and/or workstream (e.g., discovery/design, build, integration, testing, go-live)" but in the Appendix B spreadsheet, milestones are predefined. Are vendors allowed to modify Appendix B in order to most clearly and transparently demonstrate their price buildup as it aligns to their proposed solution?

Answer: Bidders should use Appendix B as is to submit their cost proposal.

Admin-14. Is NYeC open to value-based/outcome-focused pricing models as an acquisition strategy?

Answer: Per the response template instructions, pricing templates must be completed even if alternative pricing models are being proposed.

Admin-15. NYeC should expect vendors to demonstrate operational efficiencies when delivering both Technical and COE tracks. If a vendor proposes both tracks and is selected for only one, will they have the opportunity to revise pricing accordingly?

Answer: If a bidder proposes efficiencies tied to delivering both the Technical and COE tracks but is selected for only one, NYeC may, at its discretion, consider updated pricing aligned to the awarded track. Bidders should clearly state pricing assumptions and any dependencies or efficiencies associated with proposing both tracks to support evaluation and potential adjustments.

Admin-16. What is the total anticipated period of performance for this contract?

Answer: While the exact contract term has not been defined, NYeC anticipates the initial contract term being a minimum of one year with the potential for subsequent renewals.

Admin-17. Does NYeC have the opportunity to access AWS services at a discount through an EDP or PPA?

Answer: We do not believe this detail is necessary for respondents proposal as all hosting costs are borne by NYeC.

Admin-18. Would application development team members be able to participate in interviews virtually, or would NYeC anticipate that travel expenses should be added to Appendix B pricing?

Answer: Bidders should plan to have sufficient on-site staff to facilitate highly engaging dialogue with the customer. Some members can and should participate remotely.

Admin-19. If vendors have an agile COE work breakdown structure and milestones that differ from the work breakdown structure provided by NYeC in the Appendix A2.20 COE Pricing Template, may vendors amend the structure to align with their proposed solution and milestones?

Answer: Bidders should adhere to the pricing template.

Admin-20. **Travel Reimbursement:** Service Line 1 dictates meeting *in person* with at least 20 public health groups per quarter. Should travel and lodging expenses for these statewide, local forums be bundled into core COE pricing, or will they be reimbursed separately?

Answer: Please refer to question 107.

Admin-21. **Split-Award Arbitrations:** In a split-award scenario, will there be a formal arbitration process if the COE vendor requests a rapid prototype variant or backlog feature that the Tech vendor deems technically unfeasible within the constrained budget or real-time architecture?

Answer: Please refer to question 26 under Scope of Work/ Technical.

Admin-22. Will Q&A from the bidder's conference be included in the responses posted on June 9th?

Answer: NYeC will not be providing Bidder's Conference details with this document.

Admin-23. Can you confirm Appendix A Section A1.4 (C) is looking for an annual ongoing cost?

Answer: Yes.

Admin-24. Should the cloud costs be included in the "hosting" line item on the Appendix B – Pricing Worksheet (1. Summary) tab?

Answer: Yes, line 18 in the 'summary' tab should include data from the 8_Cloud Costs tab – sorry we did not call it the same thing, that was an error on our side.

Admin-25. Regarding Appendix B – Pricing Worksheet (1. Summary) tab – the Ongoing costs table – should this only include year 1 of ongoing costs or ongoing costs for all 5 years?

Answer: Bidders should extrapolate ongoing costs over 5 years.

Admin-26. Does NYeC anticipate the COE success metrics will be incorporated into a performance-based contracting mechanism?

Answer: The specific parameters of the agreement will be negotiated between NYeC and the winning bidder.

Admin-27. Section XIII, Mandatory Requirements for Contract Award, states that the selected vendor (and any subcontractors) will be required to adhere to certain New York State grant contract, confidentiality, and other requirements. Would NYeC please confirm which New York State grant, contract, confidentiality and other requirements to which the vendor/subcontractor will be required to adhere?

Answer: Please see attached.

Admin-28. Section A1.7 EXCEPTIONS of **Appendix A: Proposal Template A1 & A2** notes that "exceptions to Sections 4.6 through 4.8 are not permitted." Please clarify where Sections 4.6 through 4.8 can be found (Section 4 of the RFP ends at Section 4.5).

Answer: Thank you for identifying this inconsistency. The reference in Appendix A1.7 to Sections 4.6 through 4.8 is a drafting error and refers to sections that no longer exist in the current version of the RFP. We apologize for the confusion. Respondents may disregard that reference.

Admin-29. Please confirm that Sections A1.4, A1.5, A1.6, and A1.7 of **Appendix A1** do not need to be completed by applicants responding to Option A: the Center of Excellence scope only.

Answer: Section A1.5, A1.6 and A1.7 should be completed by all bidders regardless of scope being bid.

FEDERAL AND STATE CLAUSES

I. FEDERAL CLAUSES

Consultant shall comply with all federal and state laws, regulations, and federal and state executive orders (EO). The terms and conditions provided in this Exhibit 3 shall be incorporated by reference as applicable. In the event of any conflict among the clauses applicable to this Exhibit 3 or among any other terms and conditions of this Agreement, including those not applicable solely to federal grants and/or contracts, the most stringent clause will apply.

Consultant agrees to flow down all clauses herein, as applicable, to lower-tier subcontractors. For the purposes of such flow-down clauses, references to "NYeC" shall refer to Consultant, "Consultant" shall refer to lower tier subcontractors, and "Agreement" shall refer to lower tier subcontracts.

A. CLAUSES APPLICABLE TO AGREEMENTS INVOLVING FUNDS FROM A FEDERAL GRANT OR COOPERATIVE AGREEMENT

If this Agreement involves the use of funds from a Federal government grant or cooperative agreement, or funds from a subcontract at any tier relating to a Federal government grant or cooperative agreement, the following clauses from 2 C.F.R. part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"), are incorporated into and form a part of the terms and conditions of this Agreement.

1. Material Terms of Lower-Tier Subcontracts. Contracts with lower-tier subcontractors for more than the simplified acquisition threshold (currently set at $$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council [Councils] as authorized by 41 U.S.C. 1908), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2. Termination of Lower-Tier Subcontracts. Contracts with lower-tier subcontractors in excess of $$10,000 must address termination for cause and for convenience by Consultant including the manner by which it will be effected and the basis for settlement.

3. Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. part 60, to the extent this Agreement or an lower-tier subcontract meets the definition of "federally assisted construction contract" in 41 C.F.R. part 60-1.3, Consultant or its subcontractors agree to comply with the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 FR 12319, 12935, 3 C.F.R. 1964-1965 Comp., p. 339) as amended by Executive Order 11375 amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. part 60.

4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). If the Agreement is in excess of $$2,000 and pertains to construction or repair, and further, if required by Federal program legislation, Consultant shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. part 5). In accordance with the statute, Consultant is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Consultant must pay wages not less than once a week. The Consultant must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation for applicable lower-tier subcontractors. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Consultant entity must report all suspected or reported violations to HHS and NYeC.

5. Copeland "Anti-Kickback" Act (40 U.S.C. 3145). If the Agreement is in excess of $$2,000 and pertains to construction or repair, Consultant shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Copeland "Anti-Kickback" Act provides in part that Consultant shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which it is otherwise entitled. Consultant must report all suspected or reported violations HHS and NYeC.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). If the Agreement is in excess of $$100,000 and involves the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5). Under 40 U.S.C. 3702 of the Act, Consultant must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Rights to Inventions Made Under a Contract or Agreement. If the Agreement is for the performance of experimental, developmental, or research work, in connection with a "funding agreement" under 37 C.F.R. 401.2 (a), Consultant shall provide for the rights of the Federal Government and NYeC in any resulting invention in accordance with 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and comply with the requirements of 37 C.F.R. part 401 and any implementing regulations issued by the awarding agency.

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

9. Debarment and Suspension. Consultant represents and warrants that it is not listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Further, Consultant must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R.

part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier subcontract. Consultant shall have an ongoing duty during the term of this Agreement to disclose to NYeC any occurrence that would prevent Consultant from making certifying compliance with the requirements contained herein on an ongoing basis. Such disclosure shall be made in writing to NYeC within five (5) business days of when Consultant discovers or reasonably believes there is a likelihood of such occurrence.

10. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). If the Agreement is for $$100,000 or more, Consultant and its subcontractors shall file the certification required by 31 U.S.C. 1352 and associated regulations. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to NYeC.

By executing the Agreement, Consultant certifies, to the best of his, her or its knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form–LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $$10,000 and not more than $$100,000 for each such failure.

11. Procurement of Recovered Materials (2 C.F.R. part 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. If applicable, Consultant shall comply with the requirements of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

12. Prohibition on certain telecommunications and video surveillance services or equipment. Consultant shall comply with 2 C.F.R. 200.216 and is thereby prohibited from obligating or expending funds paid under this Agreement to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

13. Domestic preferences for procurements. Consultant shall comply with 2 C.F.R. 200.322. As appropriate and to the extent consistent with law, the Consultant should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For the purposes of this section, (i) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and (ii) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

B. CLAUSES APPLICABLE TO AGREEMENTS INVOLVING FUNDS FROM A FEDERAL GRANT OR COOPERATIVE AGREEMENT FROM CMS

If this Agreement involves the use of funds from a Federal government grant or cooperative agreement, or funds from a subcontract at any tier relating to a Federal government grant or cooperative agreement, involving Centers for Medicare & Medicaid Services (“CMS”), the following additional provisions shall apply:

14. Compliance with CMS Uniform Guidance. If this Agreement involves the use of funds from a Federal government grant or cooperative agreement, or funds from a subcontract at any tier relating to a Federal government grant or cooperative agreement, involving Centers for Medicare & Medicaid Services, Consultant shall comply with 45 C.F.R. part 75.

15. Compliance with CMS Requirements. Consultant shall comply with all procurement requirements, laws, and regulations referenced, and required of NYeC to flow down to Consultant, in the then-current Centers for Medicare & Medicaid Services Standard Grant/Cooperative Agreement Terms and Conditions. All such terms may be found at: https://www.cms.gov/About-CMS/Contracting-With-CMS/ContractingGeneralInformation/Grant-Information/Grants-Resource-Library.

16. Mandatory Disclosure of Fraud or Misconduct. As is stated under 45 CFR §75.113, Contractor must disclose, in a timely manner, in writing to NYeC all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in §75.371, including suspension or debarment. (See also 2 CFR parts 180 and 376, and 31 U.S.C. 3321). The HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Information also may be submitted online at https://oig.hhs.gov/fraud/report-fraud/index.asp or by mail to Office of the Inspector General, Department of Health and Human Services, and Attn: OIG HOTLINE Operations, P.O. Box 23489, Washington, DC 20026.

C. ADDITIONAL CLAUSES INCORPORATED BY REFERENCE

17. Electronic Healthcare Records. Contractor understands and will comply with 42 C.F.R part 495.

18. Cost Allowability. To the extent this Agreement is a cost reimbursement contract directly or indirectly relating to a federal award or contract, Consultant shall only charge costs that are allowable under the cost principles specified in 45 C.F.R. Part 75, Subpart E, 2 C.F.R. Part 200, Subpart E, or 48 C.F.R. Part 31, as applicable, to Consultant's entity and as supplemented or further specified by any federal award or contract award relating to this Agreement."

19. Recordkeeping. Consultant shall maintain financial records, supporting documents, statistical records and all other records pertinent to the Federal award in accordance with Generally Accepted Accounting Principles. Accounting records that are supported by documentation shall at a minimum be adequate to show all costs incurred under the Federal award, receipt, and use of goods and services acquired under the Federal award, the costs of the program supplied from other sources, and the overall progress of the Agreement. Consultant shall include a provision to this effect in connection with any agreements with sub-tier subcontractors. This provision shall apply until six years after final payment under the Agreement.

20. Access to Records. NYeC, any federal agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have immediate and full access to any books, documents, papers, and records of the contractor which are directly pertinent to this Agreement the purpose of making audits, examination, excerpts and transcriptions. Consultant shall include a provision to this effect in connection with any agreements with sub-tier subcontractors. This provision shall apply until six years after final payment under the Agreement.

II. STATE CLAUSES

21. Non-Discrimination. Contractor acknowledges and agrees, whether or not required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) or any other State or Federal statutory or constitutional non-discrimination or civil rights provisions, including but not limited to the Americans with Disabilities Act, that Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex (including gender identity or expression), national origin, sexual orientation, age, disability, pregnancy-related condition, military or veteran status, predisposing genetic characteristics, marital or familial status, domestic violence victim status, individual’s relationship or association with a member of a protected category or any other basis protected by State and/or Federal law. Furthermore, in accordance with Section 220-e of the New York State 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 contact is performed within the State of New York, Contractor agrees that neither it nor its authorized subcontractors, if any, shall, by reason of race, color, creed, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, pregnancy-related condition, military or veteran status, predisposing genetic characteristics, marital or familial status, domestic violence victim status, individual’s relationship or association with a member of a protected category or any other basis protected by applicable State and/or Federal law: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. Contractor is subject to Section 220-e or Section 239 of the New York State Labor Law for work performed under this Agreement. Pursuant thereto, Contractor is subject to fines of $$50.00 per person per day for any violation of this provision, which may be deducted from any amounts payable under this Agreement, as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

22. Equal Employment Opportunity. Contractor and any subcontractors shall undertake or continue existing Equal Employment Opportunity (“EEO”) programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

Contractor and any subcontractors shall have an EEO policy statement that includes the following language:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its workforce.

B. The Contractor and any subcontractors shall state in all solicitations or advertisements for employees that, in the performance of this 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.

C. The Contractor and any subcontractors 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 rase, 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.

The Contractor shall submit a Workforce Utilization Report, and shall require each of its subcontractors to submit a Workforce Utilization Report, in such form as shall be required by NYeC on a quarterly basis during the term of the Contract.

Separate forms shall be completed by the Contractor and any subcontractors.

Pursuant to New York State Executive Order #162 ("Ensuring Pay Equity by State Contracts"), Contractor and any subcontractors are also required to report the gross wages paid to each of their employees for the work performed by such employees on the contract on a quarterly basis.

23. Public Officers Law. Contractors, consultants, vendors, and subcontractors may hire former employees of the State. However, for informational purposes, in accordance with New York Public Officers Law, former employees of the State Agency or Authority may neither appear nor practice before the State Agency or Authority, nor receive compensation for services rendered on a matter before the State Agency or Authority, for a period of two years following their separation from State Agency or Authority service. In addition, former State Agency or Authority employees are subject to a "lifetime bar" from appearing before the State Agency or Authority or receiving compensation for services regarding any transaction in which they personally participated or which was under their active consideration during their tenure with the State Agency or Authority.

24. Ethics Requirements. The Contractor and its subcontractors shall not engage any person who is, or has been at any time, in the employ of the NYS Department of Health to perform services in violation of the provisions of the New York Public

Officers Law, other laws applicable to the service of State employees, and the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York State Joint Commission on Public Ethics, or its predecessors (collectively, the "Ethics Requirements"). The Contractor certifies that all of its employees and those of its subcontractors who are former employees of the NYS Department of Health and who are assigned to perform services under this Contract shall be assigned in accordance with all Ethics Requirements. During the Term, no person who is employed by the Contractor or its subcontractors and who is disqualified from providing services under this Contract pursuant to any Ethics Requirements may share in any net revenues of the Contractor or its subcontractors derived from this Contract. The Contractor shall identify and provide NYeC with notice of those employees of the Contractor and its subcontractors who are former employees of the NYS Department of Health that will be assigned to perform services under this Agreement, and make sure that such employees comply with all applicable laws and prohibitions. NYeC may request that the Contractor provide whatever information the State deems appropriate about each such person's engagement, work cooperatively with NYeC to solicit advice from the New York State Joint Commission on Public Ethics, and, if deemed appropriate by NYeC, instruct any such person to seek the opinion of the New York State Joint Commission on Public Ethics. NYeC shall have the right to withdraw or withhold approval of any subcontractor if utilizing such subcontractor for any work performed hereunder would be in conflict with any of the Ethics Requirements. NYeC shall have the right to terminate this Agreement at any time if any work performed hereunder is in conflict with any of the Ethics Requirements.

25. Subcontracting

A. The Contractor agrees not to subcontract any of its services, unless indicated otherwise in the applicable Statement of Work, without the prior written approval of NYeC. Approval shall not be unreasonably withheld upon receipt of written request to subcontract.

B. The Contractor may arrange for a portion(s) of its responsibilities under this Agreement to be subcontracted to qualified, responsible subcontractors, subject to the prior written approval of NYeC. If the Contractor determines to subcontract a portion of the services, the subcontractors must be clearly identified and the nature and extent of its involvement in and/or proposed performance under this Agreement must be fully explained by the Contractor to the NYeC. As part of this explanation, the subcontractor must submit to NYeC a completed Subcontractor Assurance of No Conflict of Interest or Detrimental Effect form (Exhibit B to this Exhibit 3), as required by the Contractor prior to execution of this Agreement.

C. The Contractor retains ultimate responsibility for all services performed under the Agreement.

D. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Agreement including, but not limited to, the body of this Agreement and Appendix A to this Exhibit 3 – Standard Clauses for New York State Contracts. All subcontracts between the Contractor and subcontractors shall expressly name the State as the sole intended third party beneficiary of such subcontract. NYeC reserves the right to review and approve or reject any subcontract, as well as any amendment to said subcontract(s), and this right shall not make the State or NYeC a party to any subcontract or create any right, claim, or interest in the subcontractor or proposed subcontractor against the State or NYeC.

E. NYeC reserves the right, at any time during the term of the Agreement, to verify that the written subcontract between the Contractor and subcontractors is in compliance with all of the provisions of this Section and any subcontract provisions contained in this Agreement.

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

G. If at any time during performance under this Agreement total compensation to a subcontractor exceeds or is expected to exceed $$100,000, that subcontractor shall be required to submit and certify a Vendor Responsibility Questionnaire.

26. Standard Clauses for New York State Contracts. Contractor shall comply with Attachment A, hereto, Standard Clauses for New York State Contracts.

27. Iran Divestment Act. Contractor hereby certifies, in accordance with New York State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at https://ogs.ny.gov/system/files/documents/2020/10/irandivestmentlistofentities.pdf .

Contractor further certifies that it will not utilize on this Agreement any subcontractor that is identifies on the Prohibited Entities List. Contractor agrees that should the Agreement be renewed or extended, it must provide the same certification at the time the Agreement is renewed or extended.

NYeC reserves the right to take all appropriate actions and pursue all available remedies in the event that Contractor is in violation of the above-referenced certifications during the term of the Agreement.

28. NY COMP. CODES R. & RGS. Tit.10, § 300. Contractor shall comply with 10 NYCRR Part 300 to the extent applicable.

29. NYS Information Security Breach and Notification Act. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §899-aa; State Technology Law §208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

30. Acknowledgment, Ownership and Confidentiality

A. Any materials, articles, papers, etc., developed by the Contractor under or in the course of performing this Agreement shall contain the following, or similar acknowledgment: "Funded by the New York State Department of Health". Any such materials must be reviewed and approved by NYeC and DOH for conformity with the policies and guidelines for the New York State Department of Health prior to dissemination and/or publication. It is agreed that such review will be conducted in an expeditious manner. Should the review result in any unresolved disagreements regarding content, the Contractor shall be free to publish in scholarly journals along with a disclaimer that the views within the Article or the policies reflected are not necessarily those of the New York State Department of Health or NYeC. The Contractor acknowledges that DOH through NYeC reserves the right to disallow funding for any educational materials not approved through its review process.
B. Any publishable or otherwise reproducible material developed under or in the course of performing this Agreement, dealing with any aspect of performance under this Agreement, or of the results and accomplishments attained in such performance, shall be the sole and exclusive property of the New York State, and shall not be published or otherwise disseminated by the Contractor to any other party unless prior written approval is secured from New York State through NYeC or under circumstances as indicated in paragraph a above. Any and all net proceeds obtained by the Contractor resulting from any such publication shall belong to and be paid over to New York State through NYeC. New York State shall have a perpetual royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any such material for governmental purposes.
C. No report, document or other data produced in whole or in part with the funds provided under this Agreement may be copyrighted by the Contractor or any of its employees, nor shall any notice of copyright be registered by the Contractor or any of its employees in connection with any report, document or other data developed pursuant to this Agreement.
D. All reports, data sheets, documents, etc. generated under this contract shall be the sole and exclusive property of the DOH. Upon completion or termination of this Agreement the Contractor shall deliver to DOH, through NYeC, upon its demand all copies of materials relating to or pertaining to this Agreement. The Contractor shall have no right to disclose or use any of such material and documentation for any purpose whatsoever, without the prior written approval of the DOH or its authorized agents.
E. The Contractor, its officers, agents and employees and subcontractors shall treat all information, which is obtained through performance under this Agreement, as confidential information to the extent required by the laws and regulations of the United States and laws and regulations of the State of New York.

31. Technology Provisions; Ownership/Title to Project Deliverables

a. Definitions

(i) For purposes of this clause, "Products" means deliverables furnished under this Contract by or through Contractor, including existing and custom Products, including, but not limited to: a) components of the hardware environment, b) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings), whether printed in hard copy or maintained on diskette, CD, DVD or other electronic media, c) third party software, d) modifications, customizations, custom programs, program listings, programming tools, data, modules, components, e) any properties embodied therein, whether in tangible or intangible form (including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, Source Code, object code), and f) any copyright, trademark, or inventions whether patentable or not.

(ii) For purposes of this clause, "Existing Products" means Products, whether tangible or intangible, owned by Contractor and that exist prior to the commencement of work under the Contract. Contractor bears the burden of proving that a particular product was in existence prior to the commencement of the Project.

(iii) For purposes of this clause, "Custom Products" means Products, whether preliminary, final or otherwise, which are created or developed by Contractor, its Subcontractors, partners, employees or agents for the Department under the Contract.

(iv) For purposes of this clause, "Licensed Products" means Products licensed by the Contractor from an independent software vendor proprietary owner.

b. Title to Project Deliverables

Contractor acknowledges that it is commissioned by the Department to provide or arrange to be provided the Product and the services detailed in the Work Plan. Pursuant to 45 CFR Section 95.617, Contractor shall use its best efforts to provide deliverables under the Contract that will allow the Department to make available to other states for leverage and reuse project work products, documents, and other related materials including system components and code. Unless otherwise specified in writing and agreed upon by the Department, the Department shall have ownership and license rights as follows:

(i) Existing Products:

1. Hardware - Title and ownership of Existing Hardware Product delivered by Contractor under the Contract shall not pass to the Department.

2. Software - Title and ownership to Existing Software Products delivered by Contractor under the Contract, whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor. Effective upon acceptance, Contractor grants to the Department a non-exclusive, perpetual license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the Department as part of Contractor's proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the Department) and distribute all Existing Software Product that is normally commercially distributed on a license basis by the Contractor as necessary to fully effect the general business purposes stated in the Work Plan.

Parties agree that with respect to any subject inventions, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(ii) Custom Products: Effective upon creation of Custom Products, Contractor hereby conveys, assigns and transfers to the Department the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all trademark, copyrights, and inventions whether patentable or not. 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 under the Work Plan, project definition or work order in the course of Contractor's business. The Department hereby grants to Contractor a non-exclusive license, for the term of this Contract and any contract replacing or superseding this Contract and in each case, any renewal thereof, to use, execute, reproduce, display, perform, adapt, and distribute the Custom Products(s) in order to perform its obligations under this Contract or any contract replacing or superseding this Contract or otherwise to use, operate, manage, promote, encourage, and facilitate the SHIN-NY. For other purposes, the Department may negotiate in good faith with the Contractor a commercial, non-exclusive, perpetual license to use, execute, reproduce, display, perform, adapt and distribute the Custom Product(s).

The Department may, at its discretion, grant licenses under the Creative Commons License to Custom Products to any party that the Department deems appropriate.

(iii) Licensed Products: Title and ownership to Licensed Products delivered by Contractor under the Contract, whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with the applicable independent software vendor proprietary owner ("ISV"). Effective upon the earlier of the commencement of the Contract or the acceptance by the Contractor of the license to a Licensed Product, such Licensed Product shall be licensed to the Department on the same terms as the license granted to Contractor; provided, however, that Contractor shall use commercially reasonable efforts to obtain for the Department a non-exclusive, perpetual license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the Department as part of Contractor's proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the Department) and distribute Licensed Product as necessary to fully effect the general business purposes stated in the Work Plan.

c. Software source code escrow

Contractor shall, at the request of the Department, and at Contractor's sole expense, place the source code for any Custom Products under this Contract, any database scripts and any accompanying documentation needed to reconstruct or execute such code in a third-party escrow arrangement with a designated escrow agent who shall be named and identified to the State. The Contractor shall certify to the Department that Contractor has named the state as a beneficiary of the escrow account and that the source code escrow agent has been instructed by Contractor to release to Department the escrowed source code, database scripts and any other accompanying documentation needed to reconstruct or execute such code, at the expiration of the contract term or in the event that the contract is terminated, Contractor files for bankruptcy or becomes insolvent, Contractor misrepresents its products or services, Contractor fails to perform work as agreed upon in this contract and subsequent agreement, Contractor ceases business operations generally or fails to make available maintenance or support services for the then-current version of the licensed product, Contractor transfers any ownership interest in the code to any party not named in this agreement who has not assumed the obligations hereunder, or Contractor transfers all or substantially all of its assets or obligations set forth in this agreement to a third party who has not assumed such obligations.

Source code, as well as any corrections or enhancements to such source code, shall be updated for each new release of the Product and such updating of escrow shall be certified to the State in writing. Contractor shall identify the escrow agent upon commencement of the Contract term and shall certify annually that the escrow remains in effect in compliance with the terms of this provision. The State reserves the right to release any escrowed deliverables to a third party for the purpose of maintaining, supporting, customizing or reverse engineering deliverables in the event the State exercises its rights under this provision.

32. State Grant Contract Information. Effective April 1, 2018, NYeC has entered into a contract with the NYS Department of Health and the New York State Comptroller's Number for the contract is C033555. Effective April 1, 2023, the New York State Comptroller's Number for NYeC's contract with NYS Department of Health is C037763. The Type of Program is "Statewide Health Information Network for New York (SHIN-NY)".

EXHIBIT A

to

EXHIBIT 3 FEDERAL AND STATE CLAUSES

Contractor Assurance of No Conflict of Interest or Detrimental Effect

The CONTRACTOR or Subcontractor (hereinafter referred to as "CONTRACTOR") offering to provide services pursuant to New York State Department of Health Contract #C033555 and/or New York State Department of Health Contract #C037763, as applicable, as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this contract or proposal does not and will not create a conflict of interest with nor position the CONTRACTOR to breach any other contract currently in force with the State of New York.

The CONTRACTOR shall disclose any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliated CONTRACTOR, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the CONTRACTOR or former officers and employees of the DEPARTMENT and its Affiliates, in connection with your rendering services enumerated in this Contract. If a conflict does or might exist, please describe how you would eliminate or prevent it. Indicate what procedures will be followed to detect, notify the DEPARTMENT of, and resolve any such conflicts. The DEPARTMENT will review the nature of any relationships and reserves the right to terminate this Contract for any reason, or for cause, if, in the judgment of the DEPARTMENT, a real or potential conflict of interest cannot be cured.

The CONTRACTOR shall disclose whether it, or any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary action by the New York State Joint Commission on Public Ethics or its predecessor State entities (collectively, "Commission"), and if so, a brief description must be included indicating how any matter before the Commission was resolved or whether it remains unresolved. The DEPARTMENT will review the nature of any relationships and reserves the right to terminate this Contract for any reason, or for cause, if, in the judgment of the DEPARTMENT, a real or potential conflict of interest cannot be cured.

Furthermore, the CONTRACTOR attests that it will not act in any manner that is detrimental to any New York State contract on which the CONTRACTOR is rendering services. Specifically, the CONTRACTOR attests that:

1. The fulfillment of obligations by the CONTRACTOR, under this contract, does not violate any existing contracts or agreements between the CONTRACTOR and the State of New York;

2. The fulfillment of obligations by the CONTRACTOR, under this contract, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the CONTRACTOR has with regard to any existing contracts or agreements between the CONTRACTOR and the State of New York;

3. The fulfillment of obligations by the CONTRACTOR, under this contract, does not and will not compromise the CONTRACTOR's ability to carry out its obligations under any existing contracts between the CONTRACTOR and the State of New York;

4. The fulfillment of any other contractual obligations that the CONTRACTOR has with

the State of New York will not affect or influence its ability to perform under any contract with the State of New York resulting from this Contract;

5. During the negotiation and execution of this Contract, the CONTRACTOR will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to New York State as a whole including, but not limited to, any action or decision to divert resources from one New York State contract to another;

6. In fulfilling obligations under each of its New York State contracts, including this Contract the CONTRACTOR will act in accordance with the terms of each of its New York State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State of New York as a whole including, but not limited to, any action or decision to divert resources from one New York State contract to another;

7. No former officer or employee of the DEPARTMENT who is now employed by the CONTRACTOR, nor any former officer or employee of the CONTRACTOR who is now employed by the DEPARTMENT, has played a role with regard to the administration of this Contract procurement in a manner that may violate section 73(8)(a) of the Public Officers Law; and

8. The CONTRACTOR has not and shall not offer to any employee, member or director of the DEPARTMENT any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

CONTRACTOR should note that the DEPARTMENT recognizes that conflicts may occur in the future because a CONTRACTOR may have existing or new relationships. The DEPARTMENT will review the nature of any such new relationship and reserves the right to terminate this contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Name: ____

Title: ____

Signature: _____________________________________

Date: ____

This form must be signed by an authorized executive or legal representative.

EXHIBIT B

to

EXHIBIT 3 FEDERAL AND STATE CLAUSES

Subcontractor Assurance of No Conflict of Interest or Detrimental Effect

The CONTRACTOR or Subcontractor (hereinafter referred to as "CONTRACTOR") offering to provide services pursuant to New York State Department of Health Contract #C033555 and/or New York State Department of Health Contract #C037763, as applicable, as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this contract or proposal does not and will not create a conflict of interest with nor position the CONTRACTOR to breach any other contract currently in force with the State of New York.

The CONTRACTOR shall disclose any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliated CONTRACTOR, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the CONTRACTOR or former officers and employees of the DEPARTMENT and its Affiliates, in connection with your rendering services enumerated in this Contract. If a conflict does or might exist, please describe how you would eliminate or prevent it. Indicate what procedures will be followed to detect, notify the DEPARTMENT of, and resolve any such conflicts. The DEPARTMENT will review the nature of any relationships and reserves the right to terminate this Contract for any reason, or for cause, if, in the judgment of the DEPARTMENT, a real or potential conflict of interest cannot be cured.

The CONTRACTOR shall disclose whether it, or any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary action by the New York State Joint Commission on Public Ethics or its predecessor State entities (collectively, "Commission"), and if so, a brief description must be included indicating how any matter before the Commission was resolved or whether it remains unresolved. The DEPARTMENT will review the nature of any relationships and reserves the right to terminate this Contract for any reason, or for cause, if, in the judgment of the DEPARTMENT, a real or potential conflict of interest cannot be cured.

Furthermore, the CONTRACTOR attests that it will not act in any manner that is detrimental to any New York State contract on which the CONTRACTOR is rendering services. Specifically, the CONTRACTOR attests that:

1. The fulfillment of obligations by the CONTRACTOR, under this contract, does not violate any existing contracts or agreements between the CONTRACTOR and the State of New York;

2. The fulfillment of obligations by the CONTRACTOR, under this contract, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the CONTRACTOR has with regard to any existing contracts or agreements between the CONTRACTOR and the State of New York;

3. The fulfillment of obligations by the CONTRACTOR, under this contract, does not and will not compromise the CONTRACTOR's ability to carry out its obligations under any existing contracts between the CONTRACTOR and the State of New York;

4. The fulfillment of any other contractual obligations that the CONTRACTOR has with the State of New York will not affect or influence its ability to perform under any contract with the State of New York resulting from this Contract;

5. During the negotiation and execution of this Contract, the CONTRACTOR will not knowingly take any action or make any decision

which creates a potential for conflict of interest or might cause a detrimental impact to New York State as a whole including, but not limited to, any action or decision to divert resources from one New York State contract to another;

6. In fulfilling obligations under each of its New York State contracts, including this Contract the CONTRACTOR will act in accordance with the terms of each of its New York State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State of New York as a whole including, but not limited to, any action or decision to divert resources from one New York State contract to another;

7. No former officer or employee of the DEPARTMENT who is now employed by the CONTRACTOR, nor any former officer or employee of the CONTRACTOR who is now employed by the DEPARTMENT, has played a role with regard to the administration of this Contract procurement in a manner that may violate section 73(8)(a) of the Public Officers Law; and

8. The CONTRACTOR has not and shall not offer to any employee, member or director of the DEPARTMENT any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

CONTRACTOR should note that the DEPARTMENT recognizes that conflicts may occur in the future because a CONTRACTOR may have existing or new relationships. The DEPARTMENT will review the nature of any such new relationship and reserves the right to terminate this contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Name: ______________________________________

Title: _______________________________________

Signature: ___________________________________

Date: _______________________________________

This form must be signed by an authorized executive or legal representative.

ATTACHMENT A

to

<u>EXHIBIT 3 FEDERAL AND STATE CLAUSES</u>

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

<u>APPENDIX A</u>

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

JUNE 2023

**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. <u>WAGE AND HOURS PROVISIONS</u>. 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. <u>NON-COLLUSIVE BIDDING CERTIFICATION</u>. 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. <u>INTERNATIONAL BOYCOTT PROHIBITION</u>. 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. <u>SET-OFF RIGHTS</u>. 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. <u>RECORDS</u>. 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. <u>CONFLICTING TERMS</u>. 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. <u>GOVERNING LAW</u>. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. <u>LATE PAYMENT</u>. 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. <u>NO ARBITRATION</u>. 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. <u>SERVICE OF PROCESS</u>. 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. <u>PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS</u>. 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: mwbebusinessdev@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. <u>COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS</u>. 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. <u>COMPLIANCE WITH CONSULTANT DISCLOSURE LAW</u>. 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. <u>PROCUREMENT LOBBYING</u>. 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. <u>CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS</u>.
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. <u>IRAN DIVESTMENT ACT</u>. 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. <u>ADMISSIBILITY OF REPRODUCTION OF CONTRACT</u>. 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.