



Contracts and Procurement Management

October 23, 2013

To: Prospective Proposers

Re: RFP #Q14-06 – Restructuring Consultant Services

Dear Vendor:

Thank you for your interest in learning about the restructuring consultant services that SUNY Downstate Medical Center (“SUNY-DMC”) seeks to have performed on its behalf.

SUNY-DMC will award a contract for these services pursuant to Part Q of the Laws of 2013 (“Part Q”), pursuant to which SUNY-DMC was granted procurement flexibility applicable to certain categories of procurements pertaining to implementation of its Sustainability Plan and resulting attainment of sustainability.

Set forth on the annexed document is the background of the project, the required qualifications, the detailed specifications of the engagement and a price proposal page. Also either attached, or provided by link, are several other documents related to the project, including a Sustainability Plan and SUNY-DMC’s Mandatory Terms and Conditions

Dates/Times to Note:

If your firm intends to submit a proposal, you must advise both Martin J. Deane, Assistant Vice President for Materials Management and Maureen Crystal, Director of Contracts of that intent, via email at their respective email addresses below, prior to submission of your proposal. An expression of intention does not represent an obligation on your part to submit a proposal.

Any questions pertaining to this project MUST be directed via email to both Mr. Deane and Ms. Crystal (and no other party) so as to be received by Tuesday, October 29, 2013 at 5:00 PM ET. SUNY-DMC will answer all questions by Friday, November 1, 2013. Answers will be sent via email, to all vendors who express intent to submit a proposal.

Any vendor submitting a proposal should include the following items in its submission, which submission must be received by SUNY-DMC as indicated below by no later than 5:00 PM ET on Thursday, November 7, 2013.

The proposal package must include the following:

A cover letter confirming that your firm consents to all of the terms and conditions in Attachment 2 entitled “SUNY-DMC’s Mandatory Terms and Conditions”. A firm’s failure to indicate its

**SUNYDOWNSTATEMEDICALCENTER
REQUEST FOR PROPOSAL FOR
RESTRUCTURING CONSULTANT SERVICES**

consent to “SUNY-DMC’s Mandatory Terms and Conditions will preclude consideration of that firm for contract award.

- A completed “Price Proposal” page, signed by an officer of the vendor firm and notarized;
- The following required forms, completed and signed where applicable: (a) Vendor’s Affirmation of Understanding and Adherence in Connection with State Finance Law Sections 139j and 139k (**THIS FORM MUST BE SUBMITTED IMMEDIATELY**); (b) Forms A, B and C re: State Finance Law 139j-139-k; (c) Form ST-220-CA; (d) Form ST-220-TD; (e) Form A: State Consultant Services – Contractor’s Planned Employment; (f) Business Associate Agreement; (g) MWBE Policy Statement, Utilization Plan and List of Potential Subcontractors; and (h) Vendor Responsibility Questionnaire (VRQ). The VRQ may be completed and returned in hard-copy form or may be submitted online. Copies of these forms may be found following in “SUNY-DMC’s Mandatory Terms and Conditions”.
- Form C-105.2, to be completed by your NYS Workers’ Compensation Insurance provider, evidencing that your firm has current NYS Workers’ Compensation insurance.
- For DB-120.1, to be completed by your NYS Disability Benefits Insurance provider, evidencing that your firm has current NYS Disability Insurance coverage.
- A brief description of your firm and a detailed proposal outlining how your firm purposes to perform the services and achieve the goals required by SUNY-DMC, which detailed proposal should include, at a minimum, the following:
 - A narrative demonstrating your firm’s understanding of SUNY-DMC’s requirements under this procurement. That includes the Sustainability Plan, the Work Plan and the Restructuring Action Plan (RAP).
 - A plan on how your firm will implement the Work Plan, including the RAP, incorporated herein, and how it preserves services during such implementation. This must include a timeline.
 - A comprehensive plan for staff training, education and development.
 - At least three (3) references from urban teaching hospitals (with a minimum of 300 beds) at which your firm successfully implemented a similar restructuring plan or effort, with at least one of such implementations occurring within the past three (3) years. Vendor must complete, in its entirety, for each reference provided, the Reference Form included in Attachment 2 and return it with its proposal package.

Five (5) original copies of your proposal should be sent by overnight mail and one copy should be transmitted by e-mail. No other mode of submission will be accepted.

**SUNYDOWNSTATEMEDICALCENTER
REQUEST FOR PROPOSAL FOR
RESTRUCTURING CONSULTANT SERVICES**

The package should be addressed as follows:

SUNY Downstate Medical Center
Attention: Martin J. Deane, AVP for Materials Management
Contracts Department – MSC #63
450 Clarkson Avenue
Brooklyn, New York 11203-2098

The email of the proposal should be directed to: Marty.Deane@Downstate.edu and Maureen.Crystal@Downstate.edu.

In either event, the vendor must send/transmit its proposal so as to ensure receipt by Thursday, November 7, 2013 by 5 PM, Eastern Time.

SUNY-DMC will review all the timely proposals from responsive and responsible vendors, and, in accordance with the evaluation criteria set forth in this advertisement, will award the contract pursuant to Part Q operating procedures.

The only individuals at SUNY-DMC who may be contacted in connection with this procurement are Martin J. Deane, Assistant Vice President for Materials Management (Marty.Deane@Downstate.edu / (718) 270-3199), or Maureen Crystal, Director of Contracts (Maureen.Crystal@Downstate.edu / (718) 270-1976). Contacting any other individual at SUNY-DMC regarding this matter may constitute a violation of New York State law.

Sincerely,



Martin J. Deane
Assistant Vice President
Materials Management

Enclosures

**SUNYDOWNSTATEMEDICALCENTER
REQUEST FOR PROPOSAL FOR
RESTRUCTURING CONSULTANT SERVICES**

DESCRIPTION

Downstate Medical Center, a unit of The State University of New York is requesting proposals from qualified parties to provide consulting services, including executive leadership, necessary to implement a Sustainability Plan using the specifications described in a Restructuring Action Plan.

**IMPORTANT: ANY TRANSACTION RESULTING FROM THIS REQUEST FOR PROPOSAL
MUST MEET ALL APPLICABLE LEGAL, REGULATORY AND JUDICIAL REVIEW AND
APPROVAL REQUIREMENTS.**

**IMPORTANT: PROSPECTIVE RESPONDENTS MUST BE FAMILIAR WITH THE TERMS
AND CONDITIONS DESCRIBED IN ATTACHMENT 2, AND WITH THE GENERAL RULES
GOVERNING PROCUREMENT OF PROFESSIONAL SERVICES BY THE STATE OF NEW
YORK. TERMS AND CONDITIONS DESCRIBED IN PART 2 ARE NOT NEGOTIABLE**

Important Dates

<i>Questions Due:</i>	Tuesday, October 29, 2013, by 5:00 PM, ET
<i>Intent to Submit Proposal</i>	Thursday, October 31, 2013 by 5:00 PM ET
<i>Answers Provided:</i>	Friday, November 1, 2013 by 5:00 PM, ET
<i>Proposals Due:</i>	Thursday, November 7, 2013, by 5:00 PM, ET

Contract Period **One year, beginning approximately December 6 2013**

Location of Work **Brooklyn, New York**

Goals for MWBE **MBE 13%, WBE 6%**

RFP #Q14-06 Contents

BACKGROUND.....	1
DESIRED QUALIFICATIONS OF CONSULTANT.....	2
DETAILED SPECIFICATIONS.....	3
PRICE PROPOSAL.....	20
SUSTAINABILITY PLAN.....	ATTACHMENT 1
ASSOCIATED DOCUMENTS.....	ATTACHMENT 2

Designated Contact(s)

Primary:
Martin J. Deane, AVP, Materials Management
SUNY Downstate Medical Center
Marty.Deane@Downstate.edu
718-270-3199

Secondary:
Maureen Crystal, Director, Contracts
SUNY Downstate Medical Center
Maureen.Crystal@Downstate.edu
718-270-1976

Please make all inquiries by email

**SUNYDOWNSTATEMEDICALCENTER
REQUEST FOR PROPOSAL FOR
RESTRUCTURING CONSULTANT SERVICES**

BACKGROUND

- Downstate Medical Center (DMC), located in Brooklyn, New York, and a component of the State University of New York (SUNY), is a key element of medical and health-related education in New York, as well as an important provider of clinical care in Brooklyn.
- Currently, DMC includes a three-campus hospital system, colleges of medicine, nursing, and health related professions, and schools of graduate studies and public health. Its hospitals historically had a combined average daily census of exceeding 500, and its colleges and schools enroll approximately 1,800 students, of which approximately one-half are in the College of Medicine. Approximately 7,500 people are employed by DMC and its close affiliates, and DMC's total spending approaches \$1 billion annually.
- Collectively, DMC's hospital campuses are organized as a single-provider entity (University Hospital of Brooklyn, or "UHB"). Its main campus is located in the East Flatbush section of Brooklyn in a 1965-era facility with a licensed bed complement of 376. A second campus is in the Bay Ridge section of Brooklyn, using four floors of a hospital which had previously filed for bankruptcy protection, through a rental arrangement. The Bay Ridge campus is used for outpatient and physician office services and does not have any beds in operation. Bay Ridge is about 8 miles/45 minutes from the main campus.
- In May, 2011, DMC acquired Long Island College Hospital (LICH) and assumed operation of the LICH campus as part of UHB. In 1954, LICH's School of Medicine merged with Downstate and relocated to the main Brooklyn campus. The LICH campus is approximately 5 miles/30 minutes from the main campus.
- The acquisition of LICH, coupled with a downturn in several sources of State funding, placed a significant financial strain on UHB. UHB successfully petitioned SUNY for a working capital loan of \$75 million, to be repaid over ten years. UHB's financial challenges continue.
- In February, 2013, UHB announced that it would be closing the LICH campus. While UHB has taken steps to reduce patient census as well as outpatient volumes and staffing, various judicial and community actions have prevented a full and complete closure.
- SUNY's Chancellor was directed, by Statute, to prepare a Sustainability Plan (provided at Attachment 1) describing UHB's near-term expected financial and operating results. The Sustainability Plan was approved by the Department of Health and Department of Budget and has the effect of law.

**SUNYDOWNSTATEMEDICALCENTER
REQUEST FOR PROPOSAL FOR
RESTRUCTURING CONSULTANT SERVICES**

- Since approximately August, 2011, UHB has retained the services of a consulting firm (Pitts Management Associates, or PMA) who provided, among other things:
 - Executive leadership (Interim UHB CEO and other interim officers)
 - Focused analysis and recommendations in several areas, including supply chain, physician compensation and length of stay management
 - Oversight and direction of revenue cycle operations
- A Draft Restructuring Action Plan describing the actions necessary to implement the Sustainability Plan has been prepared. The key Work Steps associated with the Restructuring Action Plan begin on page 4 which follows.

MANDATORYQUALIFICATIONS OF CONSULTANT

- Must have a minimum of five (5) years providing restructuring consulting services in the academic medical center industry.
- Must propose on-site consulting team, the members of which have individually demonstrable experience in academic medical centers, and/or urban teaching hospitals and/or public hospitals and/or New York State hospitals, in addition to their technical or specialty expertise.
- Must have experience both in New York State and in public hospital settings.

PREFERRED QUALIFICATIONS OF CONSULTANT

- Have, within the past three (3) years, successfully implemented at least one similar restructuring plan or effort for an urban teaching hospital having over 300 beds.
- Have implemented a restructuring plan for at least three (3) urban, teaching hospitals having over 300 beds

**SUNY DOWNSTATE MEDICAL CENTER
REQUEST FOR PROPOSAL FOR
RESTRUCTURING CONSULTANT SERVICES**

DETAILED SPECIFICATIONS

RESTRUCTURING ACTION PLAN

SUNY-DMC is soliciting proposals from qualified consulting firms to execute a work plan implementing a Draft Restructuring Action Plan established at SUNY-DMC, and to complete the urgent operational, financial reorganization and institutional restructuring of SUNY-DMC's component University Hospital of Brooklyn ("UHB") so as to achieve, within twelve months, demonstrable progress toward the financial stability thereof, i.e. by attaining a breakeven turnaround.

The Restructuring Action Plan identifies five general areas of recommendations for improvement. The Work Plan to achieve such improvements also sets fiscal targets for the institution. The Restructuring Action Plan ("RAP") broadly covers five specific areas of SUNY-DMC's clinical enterprise with a cumulative projected yield of \$134 million in cash flow improvements for a period which began December 1, 2012 and would end November 30, 2014. A brief overview of the five areas and the more specific focus projects within each area is as follows:

A. Revenue

Revenue improvements of \$43 million have been projected. Among the projects recommended, which the successful vendor will implement, are recovery of managed care underpayments; ambulatory revenue increases; inpatient and ambulatory billing/coding changes; and assisting patients with applying for Medicaid. A one-time improvement recommended to improve cash receipts involves the reduction of accounts receivable, grants and quality incentive payments and the elimination of coding backlogs.

The focus projects are:

RC-001	IME/GME Billing
RC-002	UHB Pharmacy (Neulasta)
RC-004	UHB Quantified CDM
RC-005	UHB Non-Quantified CDM
RC-008	Strategic Pricing UHB
RC-014	OR Implants
RC-015	Pharmacy Units & Codes
RC-016	Radiology
RC-017	Reduction of Unbilled AR
RC-018	Improvement of Ambulatory Patient Service Revenue
RC-019	Ambulatory Billing/Coding Improvements
RC-020	OP Quality / Primary Care Medical Home Grant
RC-021	Healthfirst OP Quality Incentive Payments
RC-022	Meaningful Use of EMR
RC-024	Managed Care Underpayments
RC-029	Eliminating Inpatient Coding Backlog
RC-030	Eliminating ED Coding Backlog
RC-031	Strategic Pricing UHB 2013

**SUNY DOWNSTATE MEDICAL CENTER
REQUEST FOR PROPOSAL FOR
RESTRUCTURING CONSULTANT SERVICES**

DETAILED SPECIFICATIONS

RC-032	Medicaid Eligibility
RC-033	Transfer DRGs
RC-035	Clinical Documentation Improvement

(Some projects have been completed or re-evaluated and accordingly numerical sequence is interrupted.)

B. Labor/Productivity

Labor//productivity improvements of \$70 million have been projected. This includes \$58.7 million in non-physician savings and \$11.3 million in physician savings. The specific projects that have been identified and will require implementation include reducing FTEs by staffing departments to industry standards, staffing to demand, skill mix changes, reducing overtime and agency usage and improving workflow to improve productivity.

The focus projects are:

LB-010	OP Clinic Staffing Mix Changes
LB-011	Clinic Consolidation
LB-012	Family Practice Subsidy
LB-013	Radiology Staffing Mix Changes
LB-015	Physician Productivity LICH
LB-016	Physician Clinical Guarantees
LB-017	Eliminate Surgical Hospitalist Contracts
LB-018	Reduction of ER Contract
LB-019	UHB Phase II Labor Reductions
LB-020	UHB Phase III Labor Reductions
LB-021	Other Physician Compensation Reductions

C. Supply Chain

Projects anticipated to produce \$10.4 million in cash flow improvements include better supply contract prices, implementation of a Value Analysis program, inventory reduction and implementation of a supply chain information system to electronically purchase supplies and manage inventory.

The focus projects are:

SC-001	Medtronics - Drug Eluting Stents and Inflation Devices
SC-002	Boston Scientific Stents
SC-004	St. Jude CRM
SC-005	Implement Reprocessing - Invasive
SC-006	Implement Reprocessing - Non Invasive
SC-007	Convert Contracts for Orthopedic Products
SC-008	Savings on OR Packs
SC-009	GPO Savings-GNYHA, Novation
SC-011	Recovery of Price Discrepancy on SCD Sleeves

**SUNY DOWNSTATE MEDICAL CENTER
REQUEST FOR PROPOSAL FOR
RESTRUCTURING CONSULTANT SERVICES**

DETAILED SPECIFICATIONS

SC-012	Develop Management and Controls Suture Inventory
SC-014	Boston Scientific Cardiac Rhythm Management
SC-016	Additional Supply Chain Improvements

D. Care Management and Other Expenses

Cash flow improvements from savings associated with care management and other expense reductions are projected to be \$4.9 million. Long-term patients will be discharged to the appropriate level of care and length of stay of acute care inpatients will be reduced. Non-personnel indirect expenses will also be reduced.

The focus projects are:

OE-001	Inpatient LOS Improvement
OE-002	Discharging Resident Patients
OE-003	MDR Expense Reduction Solutions

E. Volume Growth

\$5.7 million in improvements have been projected through an increase in inpatient and ambulatory volumes as well as through the restructuring and consolidation of outpatient clinics.

VL-001	Inpatient Clinical Service Line Development
VL-003	Ambulatory Access Opportunities

The scope of engagement in the contemplated one-year contract will focus on implementing the work plan and achieving, at a minimum, the aforementioned cash flow improvements. Experienced, high level managers provided by the consultant will assist SUNY-DMC employees with relearning work processes so that they may productively sustain the improvements once achieved.

**SUNY DOWNSTATE MEDICAL CENTER
REQUEST FOR PROPOSAL FOR
RESTRUCTURING CONSULTANT SERVICES**

DETAILED SPECIFICATIONS

WORK PLAN

The successful vendor will be required, at a minimum, the following work plan steps:

- **Monitoring and Reporting of Financial and Operating Metrics**
 - Develop consistent reports required to translate RAP financial improvements required in reporting Sustainability Plan progress
 - Monitor, report and meet targets based on timelines depicted within the Sustainability Plan
 - Initiate all work plan action items associated with projects currently contained in the RAP
 - Initiate the development and implementation of distribution of pertinent financial and operating metrics
- **Supply Chain**
 - Activate cost savings improvements contained in all current RAP projects pertaining to supply chain
 - Determine and create most efficient means and structure for performing value analysis function; Consultant will provide oversight and Downstate will be responsible for providing the resources to perform Value Analysis
 - Provide guidance in Materials Management Inventory management by disseminating best practices in inventory management, training existing staff in inventory management, and ensuring appropriate supply levels are established; Consultant will provide oversight and Downstate will be responsible for providing the resources to accomplish these activities
 - Provide guidance to Materials Management staff in materials data management, including training in coordinating and facilitating the building of new items in Lawson providing essential information to other systems, such as ORSOS and the CDM, maintenance of Lawson order templates required to support departmental ordering needs, updating of Purchase Agreements to reflect changes in pricing and products and contracts, and changes necessary to move to EDI; CONSULTANT will provide oversight and Downstate will be responsible for providing the resources to accomplish these activities
 - Create and initiate reporting tools in Lawson and Excel and train staff in reviewing and understanding spend and product information
 - Identify resources and initiate process for building the item master
 - Relocate and utilize LICH supplies and equipment upon Downstate's exiting LICH operations if authorized

**SUNY DOWNSTATE MEDICAL CENTER
REQUEST FOR PROPOSAL FOR
RESTRUCTURING CONSULTANT SERVICES**

DETAILED SPECIFICATIONS

- Investigate Just-in-Time inventory options and initiate implementation as appropriate based on state procurement rules
- Realign responsibilities within supply chain to allow the skilled negotiators to focus on their areas of expertise
- Activate consolidation both centralized inventories into Stores
- Develop process to allocate supplies expenses through purchase orders for JIT delivery and the Stores and charge the requesting departments(s)
- Monitor and report effectiveness of the OR Suture Management program
- Activate reduction of current OR inventory and implement par levels
- **Surgical Services Efficiency and Charge Capture**
 - Activate action steps identified in the surgical services efficiency improvement plan
 - Initiate space re-allocations designed to improve equipment storage and accommodation of PACU patients
 - Develop a plan to reconfigure current waiting room and PST space to create patient/family-centered unit
 - Redesign work flow of Perioperative Services clerical staff and establish position of Office Manager if budgeted
 - Redesign work flow of soiled instruments between surgery and Sterile Processing
 - Transform under-utilized Post Interventional Recovery Room for more efficient use
 - Assist with designing electronic documentation for the OR to meet the end-of-year 2013 Go Live target
 - Establish auditing procedures to reconcile charges captured with billed charges
 - Develop mechanism to report results of implementing surgical services level pricing
- **Radiology**
 - Provide assistance to the UHB Radiology Director in:
 - Preparing annual departmental goals in concert with those of the new Radiology Chair
 - Conducting survey of physician users of radiology to identify specific opportunities for improvement and in addressing issues that surface
 - Developing a plan for improving outpatient access to radiology services
 - Creating a radiology quality dashboard

**SUNY DOWNSTATE MEDICAL CENTER
REQUEST FOR PROPOSAL FOR
RESTRUCTURING CONSULTANT SERVICES**

DETAILED SPECIFICATIONS

- Streamlining electronic order entry system and communicating with and educating referring physicians on the ordering process
- **Laboratory**
 - Provide assistance to the UHB Laboratory Director in:
 - Preparing annual departmental goals in concert with those of the Pathology Chair
 - Setting lab test turnaround time targets and take action to meet targets
 - Assessing whether pneumatic tube system can be implemented in additional hospital areas to speed specimen transportation time, and include cost/benefit analysis
 - Initiate work flow improvements to eliminate waste, minimize variation, and reduce overall costs, given the current physical space limitations of the lab
 - Start educating physicians on ordering lab tests through HealthBridge rather than through Cerner for billing improvements
 - Developing a multi-disciplinary Laboratory Formulary committee charged with developing guidelines for appropriate lab usage and disseminating information about the overuse (or underuse) of diagnostic tests, and establish a reporting mechanism in which physicians receive regular reports on lab tests ordered
 - Developing a plan for incorporating CPOE based on clinical pathways and test algorithms
 - Explore expansion of CPOE decision support usage in HealthBridge
- **Pharmacy**
 - Explore options for a secondary pharmaceutical distributor to access in times of pharmaceutical shortages
 - Explore option to establish a 797 sterile compounding pharmacy to reduce costs
 - Examine options for a Just In Time pharmacy inventory management program
 - Establish a plan for quarterly updates of 340B prices
 - Examine how to establish a Pharmacy dashboard in Lawson detailing inventory on- hand quantities and values to assist in managing inventory
 - Initiate process to order pharmaceuticals via Lawson through GHX once Lawson is fully implemented

**SUNY DOWNSTATE MEDICAL CENTER
REQUEST FOR PROPOSAL FOR
RESTRUCTURING CONSULTANT SERVICES**

DETAILED SPECIFICATIONS

• **Labor/Productivity**

- Monitor and report progress in achieving labor force reductions in 2012 and in Phases I, II, and III
- Activate cost savings improvements contained in all current RAP projects associated with other labor and productivity improvements
- Activate cost savings contained in all current RAP projects pertaining to staffing mix changes and position eliminations
- Launch an "Accountability Culture" where managers and directors are responsible for managing human and material resources effectively
- Design a balanced scorecard of indicators to monitor quality as well as efficiency while implementing productivity improvements
- Hold bi-weekly coaching sessions with managers and directors whose productivity falls outside the agreed upon ranges
- Create a minimal core staffing model in departments with wide variation in workload
- Utilize industry best practices for improvement and explore additional cross-departmental collaboration as process improvements move forward
- Explore systems for time and attendance, staffing and scheduling, and productivity monitoring
- Explore options for purchasing access to and participate in a benchmarking database
- Review Management Confidential compensation to ensure compensation practices are not making recruitment of key professionals difficult
- Following IS improvements, review existing staffing and productivity in finance and other areas historically operating with manual processes
- Create a plan for timely, accurate, valid data on productivity to be provided to managers and directors so they can manage their departments
- Prepare an annual calendar for and begin financial management educational sessions for managers and directors
- Develop a process for accurate bi-weekly payroll data to be available for productivity analyses
- Begin coaching managers whose variances exceed agreed upon parameters
- Initiate a plan to hold managers/directors accountable for variance reporting including implementation of management plans to resolve variances

**SUNY DOWNSTATE MEDICAL CENTER
REQUEST FOR PROPOSAL FOR
RESTRUCTURING CONSULTANT SERVICES**

DETAILED SPECIFICATIONS

- Initiate on-going monitoring of overtime usage
- Initiate reduction of core staff levels in appropriate departments in nursing and other departments with highly variable volumes
- Examine alternate shifts and work schedules to meet the actual patient demand within labor work rules
- Analyze ADC of medical and surgical patient populations to determine ideal patient aggregation and develop and re-aggregate patients
- **Inpatient Care Management (LOS)**
 - Activate cost savings and revenue improvements contained in all current RAP projects pertaining to inpatient throughput
 - Explore options for discharging 'resident' patients
 - Investigate merging current Case Management and Social Work departments into Department of Care Management
 - Educate physicians, nursing, and clinical areas on merged Care Management Department once plan is developed
 - Promote team approach to departmental goals by hosting education on outside vendor services (infusion, etc.) for entire staff
 - Develop and implement dashboard to assist in reducing LOS
 - Develop a technology solution for tracking outpatient appointment compliance for patients with high-risk of readmissions
 - Activate enhancement performance of Clinical Documentation Improvement initiative
 - Expand CDI activities to Labor and Delivery
 - Increase efforts of Care Management Department to more proactively manage patients and top diagnoses with high lengths of stay
 - Educate staff and physicians on top DRGs with excess days and aggressively manage these DRGs for LOS improvement
 - Create a 'High Risk Revenue Cycle Committee' to review all patients with charges >\$1M or at risk for non-payment
 - Develop a dashboard of metrics for Nurse Managers to measure their effectiveness in implementing the collaborative care management program
 - Proactively manage Nursing's role in admitted patient's move from ED to inpatient unit

**SUNY DOWNSTATE MEDICAL CENTER
REQUEST FOR PROPOSAL FOR
RESTRUCTURING CONSULTANT SERVICES**

DETAILED SPECIFICATIONS

- Adjust schedule of Database Nurse positions to better match Emergency Department admission activity by time of day as allowed by labor work rules
- Consider creation of swing shifts to avoid periods with limited transfer availability due to shift changes on all units
- Adjust role of Database Nurse to an Admitting Nurse including key duties and skill set once IT interfaces have been implemented; explore 7-day-a-week staffing with Admitting Nurses in the ED during peak admission times
- Develop patient education tool to explain observation status enabling appropriate patient expectations of 24-hour stay
- Make available documentation profile within HealthBridge for Social Workers
- Develop interfaces between NaviCare , T-System , HealthBridge and EVS tracking system to streamline bed placement process
- Investigate cost and implementation timeline of AllScripts /HealthBridge Patient Flow module to streamline bed placement process
- Investigate cost and implementation timeline of AllScripts /HealthBridge Mobile to enable physicians' orders for labs and discharge at bedside
- Work with Physicians to Improve Patient Throughput and Length of Stay
- Encourage changing rounds and/or noon conference to allow all orders to be entered prior to noon conference
- Begin developing respiratory care bundles and therapist-driven protocols to improve patient outcomes and decrease LOS
- **Outpatient/Ambulatory Services**
 - Activate cost savings and revenue improvements contained in all current RAP projects pertaining to outpatient and ambulatory services and clinics
 - Initiate optimization of all hospital-based clinics relative to access, financial performance, and quality
 - Initiate steps to achieve additional improvements associated with clinic access, financial performance, and quality
 - Complete the analysis of private practice clinics utilizing UHB employees to reduce practice financial support of these clinics
 - Begin full implementation of HealthBridge EMR in all outpatient clinics
 - Start hard coding changes in Cerner and the EMR to improve billing and coding
 - Train all outpatient staff on the use of HealthBridge EMR

**SUNY DOWNSTATE MEDICAL CENTER
REQUEST FOR PROPOSAL FOR
RESTRUCTURING CONSULTANT SERVICES**

DETAILED SPECIFICATIONS

- Provide outpatient front end clerical staff access to physician notes
- Translate efficiencies gained through advanced use of EMR and AllScripts registration into FTE reductions
- Reduce unbilled accounts and denied claims in all clinics
- Initiate action steps necessary to achieve PCMH NCQA recognition
- Reach for at least a 3-star rating on eight of eight preventive measures and twelve of 12 chronic care management measures to be eligible for Healthfirst Outpatient Quality Incentive Payments
- Explore consolidation of clinics to achieve cost savings
- Initiate expansion of clinic access to meet established targets for "time to appointment"
- Aim to increase GI Endoscopy cases by 150 per year
- Aim to increase OB/GYN clinic visits by 1250 per year
- Streamline outpatient cardiac catheterizations to promote volume growth
- **Common Administrative and Support Services shared between Academic and Clinical Activities**
 - Compare departmental FTE benchmarks to UHB actual FTEs to determine potential savings opportunities
 - Conduct additional research on nuances of individual departments that may warrant modifications to benchmarked FTEs
 - Develop hospital-related shared services restructuring plan for consideration and joint approval by SUNY Downstate leadership
- **Physician Compensation and Productivity**
 - Activate cost savings contained in all current RAP projects pertaining to physician compensation and productivity
 - Initiate implementation of the approved physician compensation plan
 - Assist COM, Department Chairman, and UPB in developing each Department plan
- **Service Lines**
 - Activate revenue improvements contained in all current RAP projects pertaining to service line volume growth

**SUNY DOWNSTATE MEDICAL CENTER
REQUEST FOR PROPOSAL FOR
RESTRUCTURING CONSULTANT SERVICES**

DETAILED SPECIFICATIONS

- Supply input on service line elimination and development as requested to achieve Sustainability Plan
- **Meaningful Use**
 - Ensure UHB's receipt of the maximum funds available by achieving meaningful use
- **Revenue Cycle**
 - Activate revenue improvements contained in all current RAP projects pertaining to revenue cycle
 - Develop an organization-wide standardized process and policy for charge reconciliation from the department software charges (Centricity, Muse, RIS, ORSOS) to Eagle billings
 - Explore options to implement automated electronic charges directly from ORSOS to Eagle and initiate re-mapping charge and documentation requirements
 - Move toward elimination of all charge entry performed by HIM by moving the charge responsibility back to the department responsible for the services so HIM can focus efforts on coding medical records
 - Initiate revenue cycle improvements in outpatient provider-based clinics (charge capture, visit levels, procedures)
 - Initiate charge capture improvements in radiology (CT, MRI, diagnostic radiology, and ultrasound)
 - Synchronize TAO with the Eagle CDM
 - Measure, monitor, and reduce to industry standard charges in suspense
 - Initiate the UHB supply charge policy established in 2012 hospital-wide
 - Develop a comprehensive CDM program
 - Establish a policy and a process to maintain the supply link between department sub-systems (Centricity, Lawson, and ORSOS) to the CDM
 - Develop internal CDM policies to address invalid codes, identical codes for the same departments, descriptions, inactivation of CDM lines, missing procedures not in the CDM, new product additions or changes, and exploding charges
 - Develop a process for dealing with urgent CDM requests from departments
 - Establish a hospital-wide CDM annual review process
 - Explore automation of CDM updates in Eagle targeting a one-day turnaround

**SUNY DOWNSTATE MEDICAL CENTER
REQUEST FOR PROPOSAL FOR
RESTRUCTURING CONSULTANT SERVICES**

DETAILED SPECIFICATIONS

- Create separate CDM for Bay Ridge and initiate synchronization with that of UHB
- Develop policies and procedures to maintain CDM synchronization link between Bay Ridge and UHB
- Modify patient access processes to accommodate centralization of registration and scheduling through AllScripts implementation
- Develop a comprehensive financial counseling department to include insurance verification, point of service collections, charity care application, Medicaid eligibility, and patient financing
- Enhance current coding documentation initiative with a focus on increasing the CMI
- Develop and initiate recommendations on restructuring revenue cycle infrastructure
- Following IS improvements, review existing staffing and productivity over the entire range of revenue cycle functions, and make recommendations for further efficiencies
- Review Medicare claims to identify relevant claims for recovery opportunities
- Proceed with correcting claims and re-submit to Medicare
- **Emergency Department**
 - Assess physician coverage and workloads and patient acuity
 - Compare current ED physician performance to industry standards
 - Take action to improve ED physician productivity
- **Indirect Expenses**
 - Activate cost savings in overhead and indirect expenses through projects identified on the RAP
 - Explore entering into an agreement with outside vendors as necessary to achieve RAP savings
- **Exiting LICH Operations**
 - Manage LICH until official closure date
 - Transfer patients to appropriate facilities to maintain level of care
 - Initiate all requested actions to facilitate the exit from LICH operations.

**SUNY DOWNSTATE MEDICAL CENTER
REQUEST FOR PROPOSAL FOR
RESTRUCTURING CONSULTANT SERVICES**

DETAILED SPECIFICATIONS

The above outline does not necessarily constitute an exhaustive listing of all the services SUNY-DMC will require to accomplish the required restructuring. The vendor may propose to perform such **additional** services as in its professional opinion it believes will facilitate the financial stability that **SUNY-DMC** seeks to achieve.

SUNY-DMC will look to the successful vendor to implement the recommendations set forth in the work plan and to help SUNY-DMC achieve, by the end of the twelve-month contract term, the projected cash flow improvements contemplated therein.

Additionally, SUNY-DMC may wish to retain one or more members of the consulting team to serve for varying time periods, in interim executive roles (e.g. Interim Chief Executive Officer).

**SUNY DOWNSTATE MEDICAL CENTER
REQUEST FOR PROPOSAL FOR
RESTRUCTURING CONSULTANT SERVICES**

PRICE PROPOSAL

The vendor will indicate its pricing on the following page. It will propose an aggregate fee for the twelve month contract and divide that fee by twelve to obtain a monthly fee. Additionally, it will indicate its proposed ceiling on aggregate expenses in terms of a percentage of its fee, e.g. if the proposed annual fee is \$1,000,000 and the proposed ceiling on expenses is 12% of the annual fee, aggregate expenses may not exceed \$120,000. The vendor should note that all expenses will be reimbursable on actual cost incurred with no markup

Please indicate the monthly dollar amount of your proposed fee that is attributable to each member of your consulting team that you intend to assign to this project. Should any team member be omitted mid-term, post-omission compensation will be reduced accordingly.

Vendor must include a listing of the individuals it intends to supply under the contract, their respective current rates and the respective tasks they will be assigned. An up-to-date resume must be provided for each individual listed. The individuals listed will avail themselves to be interviewed, if requested, at the vendor's expense, by SUNY-DMC as part of the evaluation process.

Method of Award

All responsive and responsible vendors' proposals will be graded by an Evaluation Committee to be established by SUNY-DMC. Each proposal will be graded based on the following criteria, at the respective proportions:

Evaluation Criteria

Cost: 25 Points

Technical Criteria: 75 Points

- Restructuring consulting services qualifications/experience
- Approach to the provision of restructuring consulting services and its understanding of SUNY-DMC needs
- Technical expertise
- References

Presentation (if invited): 30 Points

Evaluation Methodology

Phase 1: Each proposal received by the due date and time will be reviewed to determine if it has met SUNY's minimum mandatory requirements, including all required forms and documents. Clarification regarding the information provided may be requested by SUNY if deemed necessary. Proposals that do not meet the minimum mandatory requirements of the RFP will be disqualified.

Phase 2: Each proposal remaining after the mandatory requirement review will be independently evaluated and scored by an evaluation committee based on technical evaluation criteria. Cost scores will be calculated by the designated contract officer. The proposals earning the three (3) highest composite scores (technical plus cost) will be advanced to Phase 3. All other proposals will be eliminated.

**SUNY DOWNSTATE MEDICAL CENTER
REQUEST FOR PROPOSAL FOR
RESTRUCTURING CONSULTANT SERVICES**

PRICE PROPOSAL

Phase 3: The firms having submitted the three (3) highest scoring proposals (technical plus cost) will be invited to SUNY to make a presentation and discuss their proposal.

Selection: The firm whose proposal earns the highest final composite score (technical plus cost plus presentation) will be selected to contract with SUNY to provide the required services. SUNY reserves the right to award no contract.

**SUNY DOWNSTATE MEDICAL CENTER
REQUEST FOR PROPOSAL FOR
RESTRUCTURING CONSULTANT SERVICES**

PRICE PROPOSAL

The following quote is presented by (vendor name) _____ for performing the restructuring consulting services described in the foregoing specifications.

Proposed Professional Fee:

For 12-month engagement \$ _____ = \$ _____ per month, average.

Proposed Total Expenses:

During the 12 month engagement, total expenses will not exceed _____% of aggregate (12-month) fee proposed above.

Sign name: _____

Print name: _____

Title: _____

STATE OF _____)

COUNTY OF _____)SS.:

On this ____ day of _____, 2013, before me personally came _____, to me known, who being duly sworn, did depose and say that he/she resides in _____; that he/she is the _____ of _____, the corporation described in, and which executed, the foregoing instrument.

Notary Public

**SUNY DOWNSTATE MEDICAL
CENTER**

RFP #Q14-06

**REQUEST FOR PROPOSAL FOR
RESTRUCTURING CONSULTANT
SERVICES**

ATTACHMENT 1

SUSTAINABILITY PLAN



The State University
of New York

A CALL TO ACTION

Sustainability Plan for SUNY
Downstate Medical Center

June 1, 2013



SUNY
DOWNSTATE
Medical Center

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Table of Contents

	Pages
EXECUTIVE SUMMARY	3
INTRODUCTION	9
BACKGROUND	15
EXPLORATION OF OPTIONS TO SUSTAIN DOWNSTATE MEDICAL CENTER.....	21
THE PLAN.....	26
CONCLUSION.....	34
 APPENDICIES	
A – MAP OF SERVICE AREA	36
B – PITTS MANAGEMENT ASSOCIATES FINANCIAL IMPROVEMENTS.....	37
C – FLEX LEGISLATIVE RELIEF OPPORTUNITIES	39
D – STAKEHOLDER ENGAGEMENT	43

Throughout this document, including the appendices, financial information for calendar year 2012 and year to date 2013 is unaudited, presented without customary footnotes, and remains subject to audit adjustment. Further, all projections are based on good faith estimates and certain assumptions that may not be stated in full. Actual results may vary significantly.

EXECUTIVE SUMMARY

The SUNY Downstate Situation: Function, Mission, and Crisis

Brooklyn is a place unlike any other in the whole of the United States.

The immediate area served by The State University of New York (SUNY) Health Science Center at Brooklyn's (also called Downstate Medical Center, Downstate, or DMC) clinical operations encompasses several neighborhoods in central and northern Brooklyn and is home to more than 1 million of the borough's 2.5 million residents (see Appendix A). The service area is more densely populated, more ethnically and racially diverse, poorer, and less educated than the borough as a whole, New York City, or any place in New York State. The result is an exceptionally large urban population defined by significant financial stress, persistent and remarkable poor health status, quality-of-healthcare issues, and a heavy reliance on public health insurance.

Moreover, the Brooklyn healthcare market is unique across the United States in that there is a conspicuous absence of alignment among the borough's healthcare services and providers. A large percentage of Brooklynites with health insurance elect to get their healthcare in nearby Manhattan, and many Manhattan- or Long Island-based healthcare providers are setting up ambulatory centers and physician practices in more economically vibrant areas of Brooklyn. In contrast, the neighborhoods around DMC have high numbers of chronically ill patients and some of the highest rates of preventable emergency department use and hospital admissions and readmissions in the state and the nation. Against this backdrop, the absence of a rationally organized critical mass of providers not only hinders the delivery of healthcare to a population very much in need but also has contributed to creating an economic drain that is disastrous for most of the hospitals in the borough and University Hospital of Brooklyn (UHB),¹ and threatens the viability of the entire SUNY system.

Downstate Medical Center is one of 64 SUNY institutions. DMC includes the College of Medicine, College of Health Related Professions, College of Nursing, School of Graduate Studies, School of Public Health, and the University Hospital of Brooklyn. As the sole academic medical center in Brooklyn, DMC is a critical component of New York City's healthcare delivery landscape—it provides care to a large number of very underserved and chronically ill individuals *and* teaches and trains the many of the physicians, nurses, and other healthcare professionals working in Brooklyn and a large percentage of those in New York City. Further, DMC is the fourth largest employer in Brooklyn. As of fall 2012, it had approximately 8,000 faculty and staff: 86% of its employees are New York City residents; 68% live in Brooklyn.

Though DMC plays a critical role meeting community healthcare and employment needs, its function as an academic institution must be underscored and remembered at all times. As part of the SUNY system, Downstate is held to the same overall mission that also defines each of the system's other 63 campuses:

“The mission of the state university system shall be to provide the people of New York educational services of the highest quality, with the broadest possible access, fully representative of all segments of the population in a complete range of academic, professional

¹ “UHB” refers to all of the DMC clinical sites, including the main campus hospital, the Long Island College Hospital, the Bay Ridge ambulatory care center and all provider-based locations.

and vocational post-secondary programs...” *Mission of the State University of New York (NYS Education Law, Section 351)*

With regard to its healthcare-focused schools, colleges, and programs, SUNY’s overarching mission is to train and provide life-long learning opportunities for the next generation of physicians, nurses, healthcare professionals, and researchers serving New York State.

Academic medical centers like DMC are the nucleus of the United States health system, yet they face multiple challenges. Chief among these are revenue streams (State and population-based), and the structural inability to nimbly react to a rapidly changing technology environment. DMC is continually confronted with these challenges, as well as:

- An extremely competitive Brooklyn healthcare market;
- Limited statutory freedom that impacts decision making and actions;
- Chronic lack of attention to needed operational changes;
- An aging physical plant that has not received capital reinvestment;
- High rates of complex chronic disease and comorbidities in a population that is largely publicly insured or uninsured;
- Acquisition of a distressed hospital with an aspirational and aggressive strategy that was not successful;
- Labor costs now represent more than 70% of overall expenses; and
- Shifts in patient utilization of hospitals, and a need to change the way in which hospitals serve patients.

These pressing financial difficulties of DMC’s *clinical enterprise* (i.e., patient-treating component) have reached the point where they threaten the viability of DMC’s *academic enterprise* (i.e., healthcare professional-preparing component) and core mission. Like other public universities that sponsor safety-net hospitals, without significant change, these operations can no longer be maintained. This untenable situation has brought us and DMC to the cliff’s edge where we stand today.

A Plan to Sustain SUNY Downstate Medical Center

In response to these very serious problems—in response to Brooklyn’s need for a comprehensive healthcare network; in response to DMC’s and SUNY’s need for reasonable support to run a public, safety-net hospital amidst a vast, poor, and chronically ill population; in response to the region’s need for a strong academic presence to meet its burgeoning healthcare and workforce needs; and in response to SUNY’s mission to fill that academic need—SUNY has created a Sustainability Plan at the behest of the New York State (NYS) Executive and Legislature (Article VII Budget Bill: Health and Mental Hygiene (HMH) (S2606-D/A3006-D), Chapter 56 Part Q of the Laws of 2013-14).

The charge required that the Chancellor of The State University of New York submit a plan that will provide for the fiscal viability of Downstate Medical Center and UHB. The legislation requires that the Sustainability Plan:

- 1) “set forth recommendations for accomplishing the restructuring of Downstate Hospital [UHB] for the purpose of achieving fiscal viability while preserving its status as a teaching hospital”;
- 2) “include elimination and/or reduction of acute, ambulatory and support services that are not necessary or financially sustainable”; and
- 3) provide “any additional measures necessary to achieve such restructuring and achieve financial stability.”

The plan that follows this summary addresses each requirement of the charge. Furthermore, four core principles guided the creation of this plan:

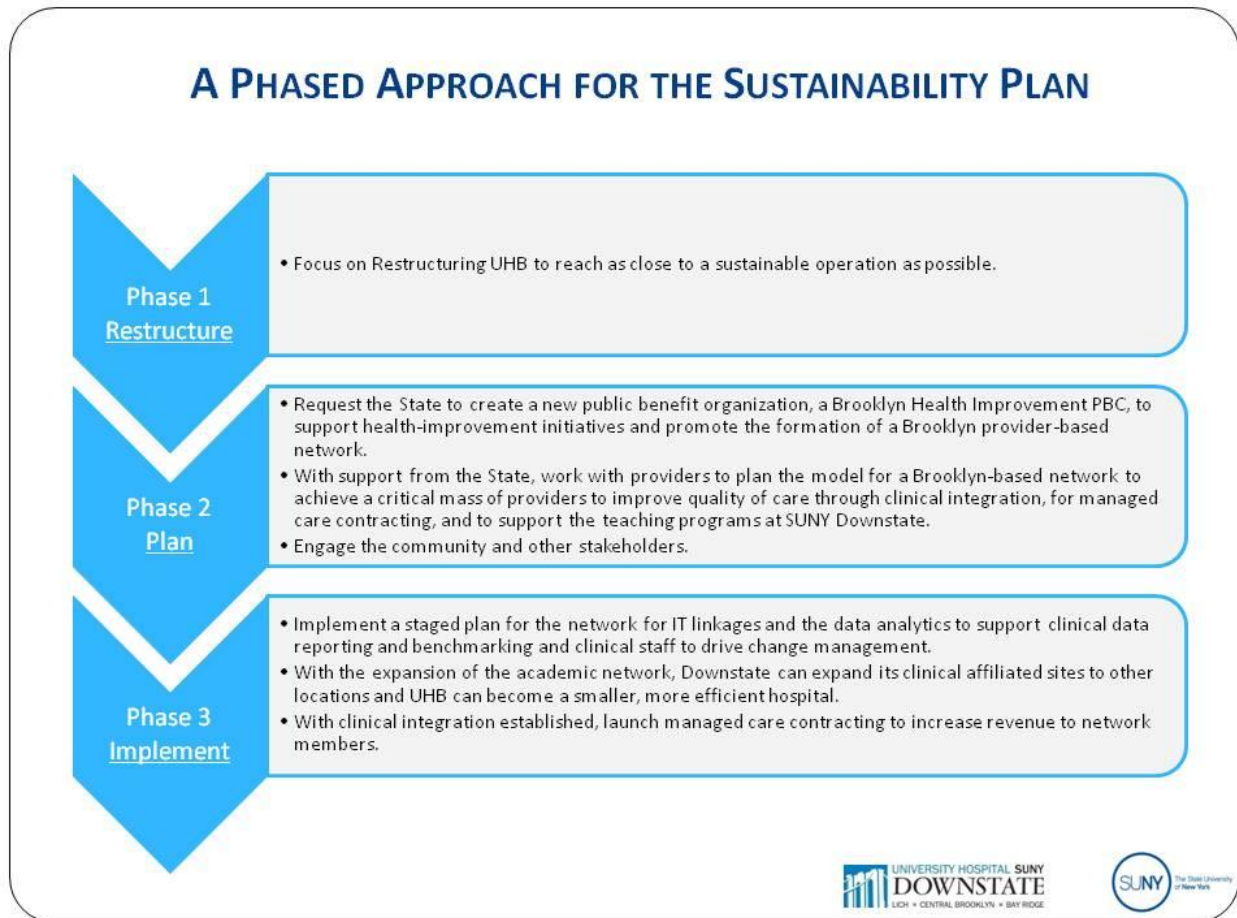


In devising the Sustainability Plan we identified and explored a wide gamut of possible solutions, or options. The process included consultation and input from labor representatives, community representatives, other regional stakeholders, the public, and consumers of healthcare services. All options required:

- at least 24 to 36 months to implement;
- significant improvement in the operation of UHB with intense focus on restructuring and maximum support for proposed actions;
- a “bridge period” to implement planning and minimize jeopardy to the academic programs of SUNY and DMC;
- development within the context of a community in need and consideration of various stakeholders; and
- partnership and support between SUNY, the State, and local stakeholders to achieve the best outcome.

Followed as laid out below, these stepped phases can transform and stabilize UHB, insulate the other 63 institutions in the SUNY system from DMC’s financial challenges, preserve the academic enterprise, and allow UHB to provide necessary healthcare in the Brooklyn community.

The steps include:



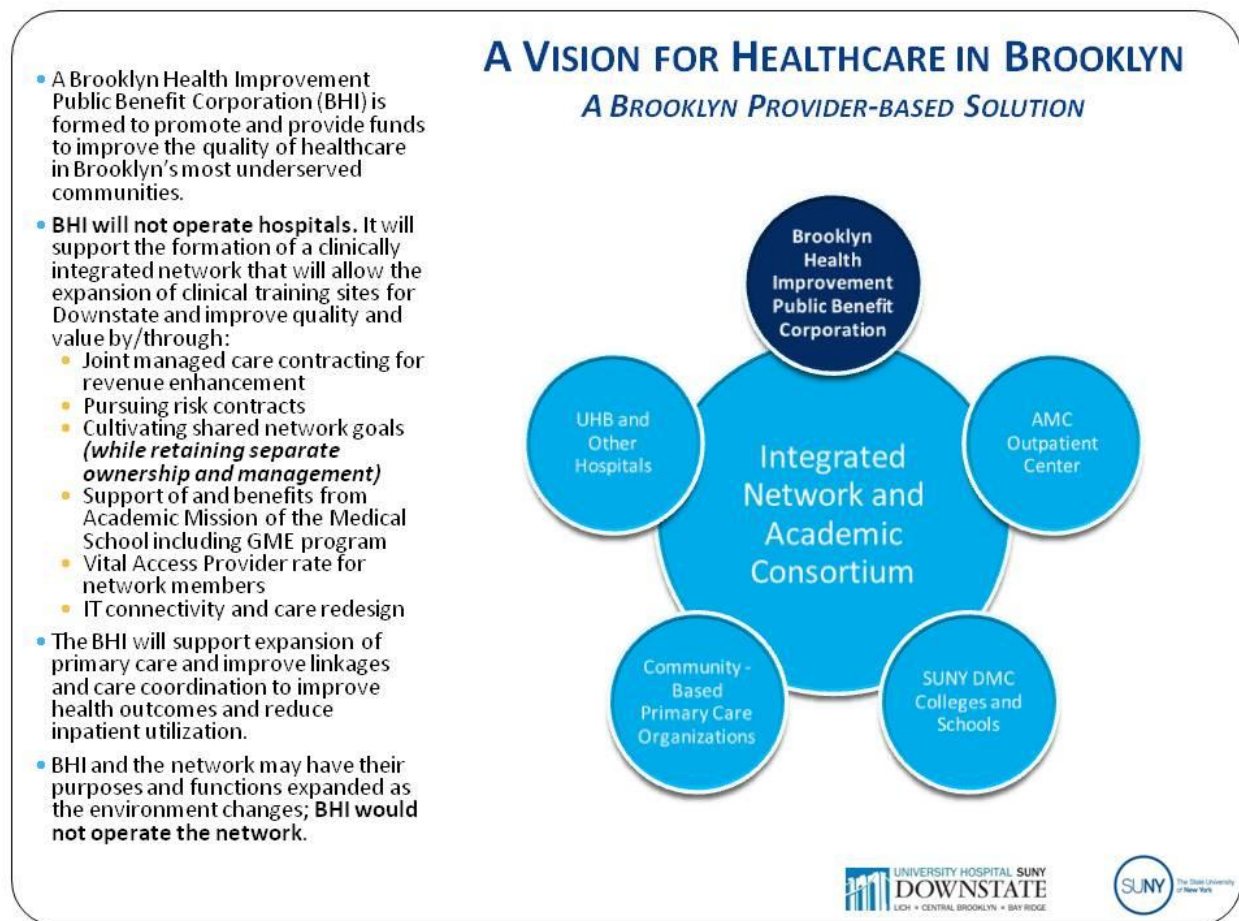
DMC will pursue this plan in a phased approach that allows for an orderly transition, minimizes the risk to the academic enterprise, and maximizes efficiencies and cost-cutting activities. A restructured UHB is critical to the future of DMC, and the actions recommended in the plan enable DMC to better navigate required changes and negotiate its academic future from a stronger position.

A Vision for Healthcare in Brooklyn

Downstate Medical Center has an aggressive effort underway to restructure its operation and take advantage of the flexibility in procurement (Flex) provisions made possible by Part Q of the legislation that charged SUNY with devising the Sustainability Plan. But DMC cannot stand alone in the market with the significant changes in healthcare on the horizon. The SUNY system and DMC request Legislative and Executive action, support, and long-term commitment to create a Brooklyn Health Improvement Public Benefit Corporation—an entity that would support the formation of a new healthcare network, thereby creating an organized critical mass of providers in Brooklyn to set UHB and other hospitals on a sustainable path.

DMC welcomes taking the lead in driving these changes and serving as the catalyst for the organization of a new network that will improve the delivery of healthcare in the borough. By partnering with other

Brooklyn hospitals, DMC and UHB would be part of a new Integrated Network and Academic Consortium, as is illustrated in the model below:



A clinically integrated network would improve the quality of healthcare, increase access to primary care, and expand outpatient services, while also providing space and opportunity for the critical academic and teaching component of DMC's mission.

Albert Einstein is credited with having once said, "The world we have created today as a result of our thinking thus far has problems which cannot be solved by thinking the way we thought when we created them."

In creating this new plan, these words were our guiding thought. These lines should resonate especially with those who understand Downstate Medical Center's and Brooklyn's serious operational and healthcare challenges. For those who are not yet fully aware of the depth and height of the challenges we face, they must form a new mindset and embrace the idea that the time has come for a new, rational, cost-effective model of healthcare in Brooklyn.

The advice from every panel, workgroup, and commission since at least 2006 has been the same:
Brooklyn healthcare is broken and needs a game-changing solution that requires integrating organizations and changing the way care is delivered to a largely minority and poor population.

The SUNY System and SUNY Downstate Medical Center and its education programs are a critical and singular resource needed for the City and State of New York to address the healthcare problems in Brooklyn. Now is the time for SUNY and State stakeholders to be the instruments of this change in order to ensure the continuation of medical and health professions education and the creation of a better healthcare system for one of the most underserved communities in the state.

Sustainability Plan for SUNY Downstate Medical Center

I. INTRODUCTION

Healthcare in the United States is changing rapidly. The pace of transformation is accelerating given the effects of technology, consumerism, budgetary pressures, and the Affordable Care Act (ACA), which are converging on a critical sector representing nearly one-fifth of the economy.

The United States spends more on healthcare than any other country, and yet this massive spending has failed to provide a comprehensive high quality and integrated care-management system that results in lower costs and improvements in health outcomes. A new report from America's Institute of Medicine and National Research Council illuminates the many ways in which America's health lags that of other rich countries despite health spending that reached \$2.7 trillion in 2011 and represents 17.9% of America's Gross Domestic Product.²

The State of New York is a microcosm of the nation and has experienced both cost and quality issues in the delivery of healthcare. Major disparities exist in the health status among racial, ethnic, and socioeconomic groups in New York City. The State University of New York's Health Science Center at Brooklyn, more commonly known as SUNY Downstate or DMC, has a robust history of addressing health disparities and serving as a safety net for the uninsured and underinsured. As a vital part of the Brooklyn healthcare landscape and a vibrant backbone to its community, UHB bears a disproportionate load in serving uninsured and underinsured populations.

In addition to serving as a community safety net and handling complex and demanding episodes of care through UHB, DMC is a leader in serving New York State's health education needs. This mission is accomplished through the education and training programs at the College of Medicine, School of Graduate Studies, College of Nursing, College of Health Related Professions, and the School of Public Health. DMC educates a significant percentage of the physicians and other health professionals who practice in New York State, and more New York City physicians have trained at DMC than at any other medical school. In addition to education and clinical care, research is one of Downstate's primary missions.

The pressing financial difficulties of DMC's clinical enterprise have reached the point where they threaten the future viability of DMC's academic enterprise. The colleges and schools are dependent upon the clinical enterprise for essential training opportunities for students and residents, for research opportunities, and for the portion of faculty compensation that is vital to sustain the institutions' operations.

Academic medical centers like DMC are the nucleus of the United States health system, yet they face multiple challenges. Chief among these are funding reductions, revenue streams under threat, and the structural inability to move quickly in a rapidly changing technology environment. DMC is continually confronted with all of these challenges, as well as:

² "U.S. Health in International Perspective: Shorter Lives, Poorer Health." National Research Council and the Institute of Medicine. National Academies Press. Jan. 2013.

- An extremely competitive Brooklyn healthcare market;
- Limited statutory freedom that impacts decision making and actions;
- Chronic lack of attention to needed operational changes;
- An aging physical plant that has not received capital reinvestment;
- High rates of complex chronic disease and comorbidities in a population that is largely publicly insured or uninsured;
- Acquisition of a distressed hospital with an aspirational and aggressive strategy that was not successful;
- Labor costs now represent more than 70% of overall expenses; and
- Shifts in patient utilization of hospitals, and a need to change the way in which hospitals serve patients.

In addition to the strain these challenges have imposed on the DMC operation, the entire SUNY system (including the other 63 campuses throughout the state) has felt the impact. The ability to support the needs of other SUNY campuses has been limited by the requirement to provide critical financial support to sustain the Downstate operation.

To address these financial challenges, SUNY took immediate and decisive action, appointing a dynamic and nationally recognized new president at DMC, Dr. John F. Williams, who brought in an experienced management team. Consultants Pitts Management Associates was also engaged to diagnose the problems, develop and implement solutions, and restructure the clinical enterprise (see Appendix B). In addition, SUNY authorized a \$75M system loan to assist with the cash deficit for a 12-month period and requested, but did not receive support for, \$150M in State funding assistance for 2013–2014.

The new DMC leadership team and its supporting consultants have made progress and to date have identified a number of major improvements to enhance revenue and productivity.

	FY 2014	FY 2015	FY 2016	FY 2017
Projected Improvement over Baseline	\$38,904	\$40,872	\$56,235	\$60,009

In spite of the enormous effort and significant progress in transforming the clinical enterprise, UHB will need immediate and necessary funding to sustain its operation.

In the process of developing the Sustainability Plan, SUNY examined several structural possibilities for DMC and UHB in order to achieve fiscal viability of the clinical enterprise while ensuring the sustainability of the University's academic mission. These ranged from a restructured UHB to a merger with a larger hospital.

As noted by the Brooklyn Medicaid Redesign Team (MRT) Health Systems Redesign Work Group in November 2011, the healthcare-delivery system in Brooklyn is at the brink of dramatic change that will

be characterized by either a reconfiguration of services and organizations to improve health and healthcare, or by a major disruption in services as a result of financial crises.

An overarching consideration in developing the Sustainability Plan is SUNY's strong desire to preserve the academic enterprise and ensure that it continues to provide a pipeline of desperately needed physicians, nurses, and other healthcare professionals for Brooklyn and the City and State of New York.

Financial Challenges

UHB has been besieged by a number of financial and demographic challenges, some of which are similar to those experienced by other academic medical centers throughout the United States.

Several reports, including the Audit Report of the Office of State Controller (OSC) in January 2013, have addressed the multitude of challenges confronting UHB, and all of them reflect a dismal situation and foreshadow the potential failure of the institution.

Audited Financial Statement Perspective (January–December)

The chart below highlights UHB's historical income statement performance as reported in the audited financial statements. A steady deterioration in the financial condition of the hospital is evident, and, since 2007, the hospital has incurred a net loss in excess of \$300M. The most recent audited financial statement for the calendar year³ ended December 31, 2011, reflected a \$275.8M net operating and non-operating loss. December 2012 audited financial statements are not currently available for incorporation in this document, but they are expected in September 2013.

Historical Financial Condition and Performance (2007–2011)

University Hospital of Brooklyn Years 2007 through 2011 in Millions				
Calendar Year	Operating Gain (Loss)	Non-Operating Gain (Loss)	Deficiency of Revenues over Expense	Net Assets
2007	(\$70.5)	\$68.7	(\$1.8)	\$111.6
2008	(\$75.6)	\$74.3	(\$1.3)	\$125.0
2009	(\$78.8)	\$68.7	(\$10.1)	\$123.1
2010	(\$49.3)	\$34.3	(\$15.0)	\$110.3
2011	(\$117.3)	(\$158.5)*	(\$275.8)	(\$165.6)
Totals	(\$391.5)	\$87.5	(\$304)	-

*Includes loss on the acquisition of LICH.

³ UHB financial statements are presented for the calendar year. SUNY and DMC financial statements are presented for the academic fiscal year ending June 30.

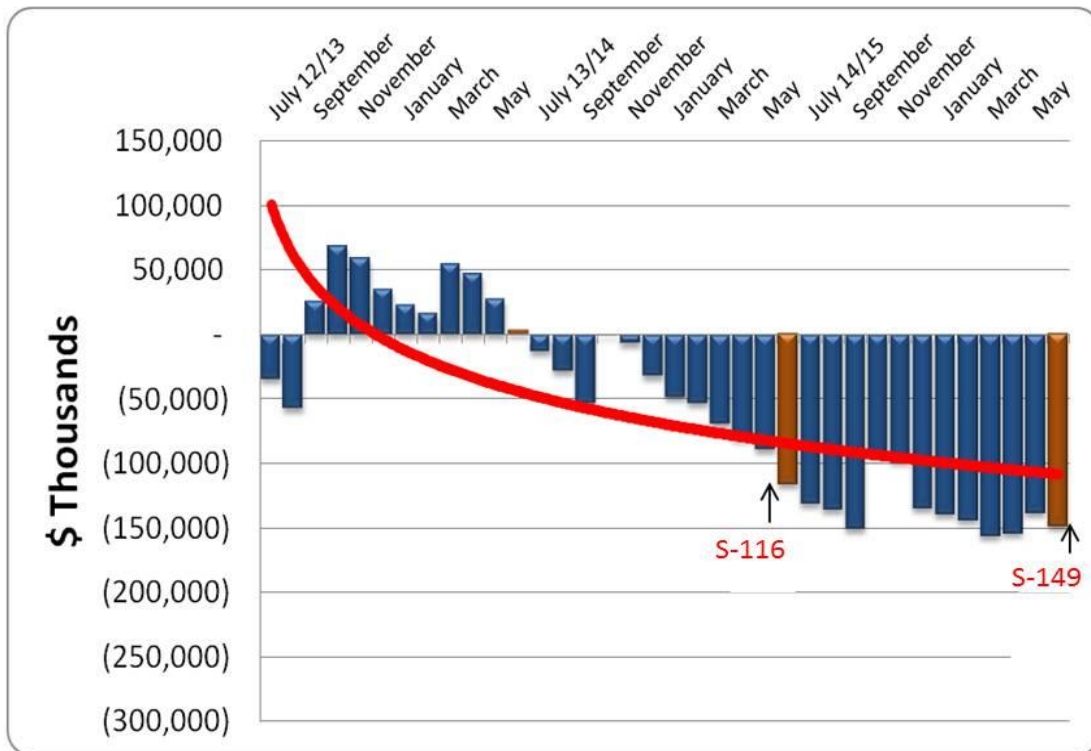
As mentioned previously, Downstate has redoubled its efforts to manage those processes within its control under new management; however, there are some costs it has no control over. In academic fiscal year ended June 30, 2008, or 2007–08, DMC’s overall fringe-benefit cost was approximately \$65.1M. In 2011–12, the overall fringe-benefit cost was \$93.5M, representing a 43.6% increase over the previous period. The Employee Retirement System (ERS) contribution alone during this time period increased 100%, from \$9.8M in 2007–08 to \$19.6M in 2011–12. The mandated increases in salaries resulting from collective bargaining agreements signed in 2008, and holding the workforce constant, resulted in a rise in salary expense of approximately \$63.8M over five academic fiscal year periods, 2007–08 to 2011–12. However, recently negotiated collective bargaining agreements include no base salary increases for the first three years, and increased employee cost sharing of health care premiums.

DMC has received State support to cover the differential costs associated with its State-sponsored status, although it has decreased from \$41.1M in 2007–08 to \$17.6M in 2011–12. In the absence of additional State support, over the past two years, SUNY has allocated to Downstate approximately \$75M through a line of credit and an additional \$14M through a reallocation of funding from other campuses.

The decline in State support, when other costs, especially ERS, increased at a rate of 100% for the SUNY hospitals, was a contributing factor to DMC’s financial decline. It is also clear that there was and is much opportunity for management actions to improve significantly clinical operations and revenue collection, and reduce costs. SUNY and the new Downstate management team are committed to these efforts.

Despite aggressive restructuring actions, a financial loan of \$75M from SUNY, and other steps to conserve cash in conjunction with the State, the current assessment of projected financial solvency is bleak and time limited. At its current run rate, UHB will run out of cash by July 2013. Without a source of additional cash, UHB will not be able to meet its operational expenses.

**Projected Cash Flow Position – April 2013
Closing Cash Balance FY2012–13 to 2014–15**



Another contributing factor to the serious financial condition was the acquisition of Long Island College Hospital (LICH) on May 29, 2011. Since then, Downstate has operated the LICH facility as a provider-based facility of UHB. The New York State OSC described LICH in its Financial Condition and Outlook, State University of New York Downstate Medical Center University Hospital of Brooklyn, Report 2012-S-72, January 2013:

The acquisition presented the Hospital with the challenge of supporting a facility with a long trend of operating losses. For example, Hospital officials report that LICH generated annual operating losses for seventeen consecutive years dating back to 1994. In fact, for 2009 and 2010, LICH had operating losses of \$39.1 million and \$4.7 million, respectively. Also, according to the [group who performed the State Comptroller audit], 55 percent of LICH inpatient beds (excluding beds available for newborns) were unoccupied during 2010 with an average of 284 beds unused each day. Moreover, LICH's independent auditors reported that LICH's recurring operating losses and working capital deficiencies raised substantial doubts about the ability of LICH to remain a going concern. In short, the Hospital acquired a facility that was in

deteriorating fiscal health at the same time that Hospital finances were in decline.⁴

SUNY Downstate acquired LICH with an aspirational and aggressive strategy that was not successful. The strategy anticipated that the daily census of over 200 would be increased significantly and that the overall payer mix for UHB would be improved. This goal has not been realized. In the first week of May 2013, the average daily census for LICH was 185. Operating losses continue at a rate of approximately \$1M per week. Accordingly, Downstate has determined that it must exit from the operation of the LICH facility as soon as possible. SUNY, on behalf of Downstate, has issued a request for information to solicit information from parties interested in operating healthcare services in the LICH area.

Responses were to be submitted on or before May 24, 2013. Due to the legislative requirement that the Sustainability Plan be submitted by June 1, 2013, SUNY did not have an opportunity prior to submission of the plan to evaluate all responses, pursue a formal request for proposal, and close a transaction. Instead, the Sustainability Plan assumes with respect to every option that SUNY will review all responses received to the request for information and determine the most expeditious and financially responsible course of action to enable Downstate to exit from the operation of the LICH facility. In the absence of any feasible alternative, Downstate will exit hospital operations at LICH.

Developing a Sustainability Plan

In considering a wide range of solutions to achieve the charge set forth by the enacted 2013–14 budget, a series of steps was identified that, if taken, would transform and stabilize UHB, insulate the other 63 institutions in the SUNY system from the financial challenges faced by DMC, preserve the academic enterprise, and allow UHB to continue to provide necessary healthcare in the Brooklyn community. The steps, which are discussed in the plan, include restructuring and downsizing UHB while continuing to operate under SUNY auspices with benefits offered by Part Q and sustained State support (see Appendix C).

The plan simultaneously calls for the creation of a public benefit corporation (PBC) that would:

- create a larger and stronger platform for the education of medical and health professions;
- support the formation of a new Brooklyn-based provider network;
- serve as a vehicle for improving quality of care; and
- increase revenue through a clinical integration program that permits joint managed care contracting.

A restructured UHB is critical to the future of DMC, and the actions recommended in the plan would enable DMC to better navigate required changes and negotiate its academic future from a stronger position. When approved, DMC will pursue this plan with the State and other constituents to fully

⁴ Office of the State Comptroller, “State University of New York Downstate Medical Center University Hospital of Brooklyn Financial Condition and Outlook,” Jan. 17, 2013, <http://osc.state.ny.us/audits/allaudits/093013/12s72.htm>.

implement it over the next 36 months. SUNY recommends that a phased approach be used to allow for an orderly transition and minimize risk to the academic enterprise.

DMC and its education programs are critical community and educational resources, and they are needed by the State of New York, New York City, and Brooklyn. Now is the time for SUNY, State stakeholders, and the Brooklyn healthcare community to collaboratively address the healthcare needs of the borough and ensure the continued operation of DMC.

II. BACKGROUND

The Brooklyn healthcare market is an anomaly in the U.S. with very little consolidation or alignment across healthcare providers despite significant financial stress, quality-of-care issues, persistent poor health status in the community, and a heavy reliance on government payers.

For decades, political and regulatory structures have perpetuated this situation by providing institution-specific financial stop-gap measures and setting aside, to a large extent, quality concerns—all against a backdrop of well-documented poor health outcomes. While the short-term response has been to continue safety-net healthcare institutions and maintain employment and other economic value to the communities, this offset of market forces has led to many undercapitalized, financially unsustainable, mostly independent hospitals and no improvement in health outcomes. Two state-level commissions attempted to address these issues: the Commission on Healthcare Restructuring for the Twenty First Century (the “Berger Commission”), which presented its findings in November 2006, and the Medicaid Redesign Team (MRT) report on Brooklyn, which was presented in November of 2011. Still, little has changed as a result of these reports:

Despite the variety of healthcare facilities and clinicians in Brooklyn, a combination of factors raises serious concerns regarding access to care, quality of care, and population health in Brooklyn. High rates of chronic disease are compounded by socioeconomic barriers to healthcare, such as lack of health insurance, limited English proficiency, and poverty. Large segments of the population in several neighborhoods live in extreme poverty...At the same time it appears that...the delivery system is ill-equipped in some areas to address complex health issues facing communities. It is dominated by hospitals that are dependent on public monies...Too many of the hospitals have failed to create, and are not organized to partner with, strong primary care and community-based specialty care networks in their communities.⁵

The situation facing SUNY is being confronted by several other university systems that operate safety-net academic medical centers. For example, with hospital operating losses of approximately \$300M annually, Louisiana State University recently entered into several public-private partnerships that

⁵ Brooklyn Health Systems Redesign Work Group (MRT), “At the Brink of Transformation: Restructuring the Healthcare Delivery System in Brooklyn,” Nov. 2011, pp. 25–26, http://www.health.ny.gov/health_care/medicaid/redesign/docs/brooklyn_mrt_final_report.

provide for not-for-profit organizations to operate their hospitals with continued but reduced State support.⁶

Health Status

In 2012, the Brooklyn Health Improvement Project (B-HIP), led by DMC in collaboration with 18 partners, completed an exhaustive community health research study focused on northern and central Brooklyn, where the borough's poorest, most chronically ill patients live and where rates of preventable emergency department use and hospital admissions and readmissions are among the highest in the state and nation.⁷ Two additional recent reports related to health status and access further underscore the healthcare challenges in Brooklyn and quantify the significant gap in access to primary care: "The Need for Caring in North and Central Brooklyn" (January 2013) and "A Plan for Expanding Sustainable Community Health Centers in New York" (April 2013).

UHB serves patients predominantly from the surrounding central and northern Brooklyn neighborhoods of Flatbush, East Flatbush, Bedford-Stuyvesant, Crown Heights, Canarsie, Brownsville, East New York, and many others. UHB's service-area population is predominantly minority, low-income, reliant on public health insurance (or uninsured), and facing some of the most acute health disparities on record in New York City and the nation. Rates of premature mortality, chronic disease, poor pre-natal care/birth outcomes, and behavioral disorders are inordinately high, while access to primary and preventive healthcare is limited. The barriers to care in central and northern Brooklyn are well documented and include a fragmented service delivery system; cultural, linguistic, institutional, and legal barriers; and the spectrum of socioeconomic challenges (e.g., incarceration, unemployment, homelessness) common to urban, high-poverty neighborhoods.⁸

Demographic Profile

As illustrated in Table 1, below, the UHB service-area population reflects a younger, less educated, less white, poorer, and more densely populated area than Brooklyn as a whole, NYC, or the State. One in four persons in central/northern Brooklyn is under the age of 18, which is 13% higher than the state average. More than 23% of the area population over the age of 25 has not graduated from high school, which is 44% higher than the state average. Over 75% of residents are Black (African American, Afro-Caribbean and African immigrant), and nearly 20% identify as Hispanic/Latino. Foreign-born persons

⁶ Quincy Hodges, "LSU enters into public-private partnerships with hospitals in New Orleans, Lafayette and Houma," *Times-Picayune*, Dec. 14, 2012, http://www.nola.com/education/baton-rouge/index.ssf/2012/12/lsu_enters_into_public-private.html.

⁷ The B-HIP studies included a block-to-block canvass of healthcare providers and interviews with over 12,000 emergency department patients and caregivers, as well as analyses of census information, New York State planning data, and claim data sets from eight insurance companies. The final report, "Making the Connection to Care in Northern and Central Brooklyn" was issued in August 2012. <http://www.downstate.edu/bhip/>.

⁸ See, e.g., "The Need for Caring in Northern and Central Brooklyn," Community Health Needs Assessment by Brooklyn Perinatal Network, Commission on the Public Health System and New York Lawyers for the Public Interest, Jan. 2013; "Making the Connection to Care in Northern and Central Brooklyn," by the Brooklyn Health Improvement Project, Aug. 2012; "At the Brink of Transformation: Restructuring the Healthcare Delivery System in Brooklyn," report by the MRT Brooklyn Health Systems Redesign Work Group, Nov. 2011; and "Emergency Department Use in Brooklyn by Neighborhood," report by United Hospital Fund to the Brooklyn Medicaid Redesign Work Group, Sept. 21, 2011.

range from a low of 18% in mainly African American Bedford-Stuyvesant, to nearly 50% in heavily Caribbean Crown Heights and Flatbush/East Flatbush. Over 35 languages (not including dialects) are spoken in central/northern Brooklyn, and more than two-thirds of the population speaks a language other than English at home. The vast majority of residents are enrolled in public health insurance (Medicaid, Medicare, and NYS supplemental coverage) or are uninsured. An additional, unknown number of residents are undocumented immigrants who are ineligible for public health insurance.

Table 1. Selected Demographics Comparing State, City, Borough, and Service Area⁹

Selected Demographic Characteristics				
	New York State	New York City	Brooklyn	BHIP Study Area
Total Population (MM)	19.4	8.2	2.5	1.0
% of State	100%	42%	13%	5%
Female Persons (%)	52	53	53	54
Age (%)				
Under 5	6	6	7	7
Under 18	22	22	24	25
Over 65	14	12	12	10
Over 25 Years Old (%)				
Non High School Grad	16	21	22	23
w/ Bachelors Degree	18	20	18	14
Race (%)				
White	66	44	43	19
Black & African American	16	26	34	62
Asian	7	13	10	3
Other	11	18	12	15
Persons of of Hispanic or Latino Origin	18	29	20	24
With Food Stamp/SNAP benefits in the past 12 months	12	17	20	22
Per capita money income in past 12 months (2010 dollars) 2006-2010	30,948	30,498	23,605	20,181
Median Income (\$'s)	55,603	50,258	43,567	42,188
Speaks Langs other than English at Home (%)	29	48	46	34
Persons per Sq Mile	411	27,013	35,369	49,509

Out-of-pocket healthcare costs continue to rise faster than incomes, placing further pressure on lower income individuals who have been proven to ration care in response to budgetary constraints. Twenty-two percent of the service area residents have received food stamps/Supplemental Nutritional Assistance Program (SNAP) benefits in the past 12 months. The per capita dollar income of the population is 35% lower than that of the state population and 34% lower than the NYC level.

Primary Care Needs and Population Growth

Relative to the rest of NYC and NYS, Brooklyn has a high prevalence of chronic diseases and other negative health indicators, which are further concentrated in UHB's service area, as shown in Table 2.

⁹ U.S. Census Bureau: State and County Quick Facts. Data derived from Population Estimates, American Community Survey, Census of Population and Housing, County Business Patterns, Economic Census, Survey of Business Owners, Building Permits, Consolidated Federal Funds Report, Census of Governments, 2010.

Table 2. Comparison of Health Indicators among UHB Service Area, Brooklyn, and New York City¹⁰

Health Indicator	Service Area	Brooklyn	NYC
Do not have “regular doctor”	30%	23%	24%
Obese	29%	24.2%	20%
Have Diabetes	13%	10%	9%
Mental Illness Hospitalizations per 100,000	1,115	769	813
Adult Asthma Hospitalizations per 1,000	5	3	3
Received late or no prenatal care (per live birth)	36%	27%	28%
Births to teenage mothers (per 1,000 live births)	109	73	75
High Blood Pressure	33%	28%	26%
Heart Disease Hospitalizations per 100,000	2,344	2,001	1,856
HIV Diagnoses per 100,000	102	50	55
HIV Deaths per 100,000	49	20	18

Multiple comorbidities further contribute to the burden of chronic disease experienced by the service-area population. Many of UHB’s patients have triple and quadruple chronic diagnoses and are taking numerous medications.

The Brooklyn MRT Report noted that a third of the population of Brooklyn does not have access to a primary care physician (PCP). Estimates of the need for additional PCPs in Brooklyn range from a minimum of 225 full time equivalents (FTEs), (assuming even distribution of PCPs across Brooklyn), to a high of 450 FTEs. Health reform will increase the need for PCPs and, in addition, the population in Brooklyn is expected to increase 0.12% annually between the years of 2006–2030. Between 2006 and 2030, the age groups of 45–64 (2.9% increase; 16,633 people), 65–84 (46.1% increase; 116,969 people), and 85 and older (11.3% increase; 4,889 people) are expected to grow in Brooklyn while the younger populations are expected to decline during this time.¹¹ Increases in the size and aging of the population will create additional stress for a healthcare system that is already unable to serve the needs of the community.

Provider Supply

Fewer new physicians are choosing to work in community-based primary care, according to the Center for Health Workforce Studies, University at Albany, SUNY (October 2011). But since 2008, demand for newly trained PCPs has surpassed demand for specialists, while the in-state retention of these physicians has declined, particularly for general internal-medicine physicians (27% decline since 1998). In 2010, only 37% of general internal-medicine physicians staying in NYS planned to practice in community-based settings, compared to 84% of all other PCPs staying in NYS. These trends underscore

¹⁰ Dept. of Health and Human Services Centers for Disease Control and Prevention, “Diabetes Data and Trends,” http://apps.nccd.cdc.gov/DDT_STRS2/CountyPrevalenceData.aspx?mode=DBT.

¹¹ Center for Health Workforce Studies–University at Albany, State University of New York, 2010.

the importance of SUNY's mission and role in supplying well-trained, competent physicians and other healthcare professionals for the City and State of New York.

Healthcare Utilization

The health disparities in the population in UHB's service area are integrally linked to the manner in which the population accesses and utilizes healthcare services. Recent studies have documented disproportionately high rates of preventable emergency department (ED) use and hospital admissions and re-admissions in central/northern Brooklyn, which indicates that residents are receiving only episodic, acute care in lieu of primary care and coordinated management of chronic conditions. Areas that must be addressed in order to achieve a high-performing healthcare system include primary care shortage and access to care; more convenient and appropriate venues than EDs to provide non-emergency care; stronger relationships between patients and PCPs; reductions in preventable ED visits; and greater patient and community engagement in their own healthcare and the healthcare system.

"The Need for Caring in Northern and Central Brooklyn," a very recent community health needs assessment of this same geographic area conducted by a coalition of agencies convened by Brooklyn Hospital Center and Interfaith Medical Center, concluded that the key barriers to access include no insurance or problems with insurance; long waiting times to obtain an appointment; long waiting times at appointments; language and communication issues; high costs of care; poor treatment by providers and staff; and inconvenient hours in which care is provided.¹²

The link between lack of patient engagement in primary care and over-utilization of emergency and acute care services in central Brooklyn is illustrated at the UHB-Flatbush Emergency Department (UHB-ED). Opened in 2001 and built to handle 25,000 visits a year, the UHB-ED is currently receiving approximately 60,000 visits a year. Many patients, especially the frequent users of the ED and frequently readmitted patients, clearly need coordinated care management of their chronic conditions and comorbidities. Ideally, coordinated care management would be provided in a primary care medical home setting augmented with a continuum of support services including medication management, home care services, transportation, and social services. The paucity of such resources has placed an immense strain on UHB's hospital social work division and has contributed to unacceptably long length of stay and unnecessary admissions/readmissions. Length-of-stay and readmission rates at UHB (and most neighboring safety-net hospitals) rank among the highest in the region.

Quality of Care

Quality of care in Brooklyn is at a lower level than in many other parts of the state and nation. Central Brooklyn hospitals score in the lowest fifth on Hospital Consumer Assessment of Healthcare Providers and Systems (HCAHPS)¹³ results and reflect high (lower is better) scores on the New York State Sepsis Report. With its highly qualified faculty, excellent training programs, and dedicated hospital venue for teaching, patient care, and research, UHB achieves good results in many indicators (see New York State Department of Health website).

¹² "The Need for Caring in Northern and Central Brooklyn," Brooklyn Perinatal Network, Commission on the Public Health System and New York Lawyers for the Public Interest, Jan. 2013.

¹³ The HCAHPS (Hospital Consumer Assessment of Healthcare Providers and Systems) Survey is a national, standardized, publicly reported survey of patients' perspectives of hospital care. See www.hcahpsonline.org.

Academic Mission

Established in 1857, SUNY Downstate's College of Medicine is the 32nd oldest college of medicine in the country. With approximately 800 enrollees, it is one of the largest colleges of medicine in New York State and is the largest within the SUNY system. More physicians practicing in New York City graduated from Downstate's College of Medicine than from any other medical school. Nationally, the medical school ranks seventh in the number of graduates who are engaged in academic medicine.

One in three physicians practicing in Brooklyn (and one in nine physicians in New York City) trained at DMC. In some specialties, more than half of Brooklyn's physicians trained at the College of Medicine.

DMC trains a health workforce that reflects Brooklyn's diversity—25% of the medical students were born outside the U.S. and over 40% are first or second generation Americans. Nearly 30% of the students belong to underrepresented minority groups, and DMC is ranked in the 96th percentile of all U.S. medical schools in the number of African American graduates.¹⁴ Many of the students are the first in their families to attend college.

Through its core mission—education, research, and service—SUNY has traditionally supported the economy of New York State, generating and transferring new ideas and knowledge, preparing the workforce, and serving the communities of New York State. Given the significant shortage of physicians and trained healthcare workers nationwide, statewide, and in NYC, DMC plays a critical role on a statewide and national level in supplying well-trained health professionals. The pipeline of these professionals is increasingly inadequate given the unprecedented impact of healthcare reform. The loss or significant weakening of DMC, a vital resource, would be catastrophic for Brooklyn, the City of New York, the State of New York, and SUNY.

DMC's academic mission is focused on professional programs. Entry into these professions is governed by specific regulatory and accreditation organizations, and these accrediting bodies dictate governance structure, educational standards, curriculum guidelines, core competencies, faculty-student ratios, and other human and material resources necessary. Recent accreditation activities across all programs have demonstrated that each of the DMC schools and colleges is meeting the standards dictated. The educational programs at DMC are currently viewed favorably at both the local and national level. DMC applicant pools are solid, students match well for residencies, and graduates join the New York workforce well prepared and trained.

Sustainability of the academic mission of DMC is based on the following basic principles:

- Sufficient resources (human and material) must be available to support current curricular needs in all schools and colleges;
- Accreditation standards must be met for all schools and colleges;
- The programs must be able to adapt to challenges and opportunities presented by changes in the professional, scientific, regulatory, and healthcare environments; and

¹⁴ Diversity in Medical Education: Facts & Figures 2012, Association of American Medical Colleges.

- Reinvestment or capital resources must be identified and secured.

As UHB restructures its clinical operations, the following parameters provide a framework for analyzing the various options available:

- Current array of schools and colleges would be maintained, and expansion of educational and/or research programs would be assessed;
- Enrollment would remain at current or higher levels (Accreditors expect DMC to maintain at least the current balance of support for programs at current enrollment levels);
- DMC must remain the sponsoring institution governing the Graduate Medical Education (GME) programs because residents are critical to the undergraduate medical educational program;
- New curricula for the Colleges of Medicine and Nursing and other schools must be implemented to maintain accreditation with current and projected available resources—no new support from SUNY is expected;
- UHB must aggressively pursue increases in efficiency and productivity to free resources for reinvestment;
- DMC must aggressively pursue greater efficiency in administrative processes, through the implementation of technologies such as enterprise resource planning systems, consolidation of services, etc.;
- Environment for sponsored research, especially full indirect cost-bearing federal grants, would continue to be difficult and would require active efforts to maintain levels of research funding; and
- Existing clinical affiliations would continue in support of DMC's clinical requirements.

The academic mission of DMC is critical for Brooklyn, the City, and the State of New York. There has never been a time when DMC's role in supplying well-trained, competent physicians and other healthcare professionals for the City and State of New York has been needed more.

III. EXPLORATION OF OPTIONS TO SUSTAIN DOWNSTATE MEDICAL CENTER

A Call to Action

The current environment provides an excellent opportunity for all stakeholders to drive a game-changing plan that would: 1) preserve and strengthen the vital educational role of DMC; 2) wisely invest limited funds to address the health needs of the future; 3) lead to better healthcare and health outcomes for Brooklyn residents; 4) improve quality and reduce the cost of care to better position providers for the changing healthcare environment; and 5) preserve jobs to the extent possible.

In considering a comprehensive plan for academic healthcare in the borough of Brooklyn, the threshold criteria for decision making include:

- Does this plan support the vital education mission of DMC?
- Does this plan protect and commit resources to the College of Medicine, GME programs, and other healthcare professional schools?
- Does this plan consider the important role of DMC in driving quality of care and the supply of medical and health professionals?
- Does this plan support research, particularly as it relates to reducing health disparities in the community?
- Does this plan remove barriers to permit urgent action at UHB to reduce losses and improve efficiency?
- Does this plan maximize cost-saving activities?
- Does this plan support operating models that offer potential for long-term sustainability?
- Does this plan address community health needs and improve individual health, including metrics to track progress?
- Does this plan expand primary care and prevention strategies?
- Does this plan position healthcare in Brooklyn for federal health reform?
- Does this plan include clinically integrated providers in the market to impact care delivery, the cost structure, and health status?
- Does this plan drive long-term economic revitalization in Brooklyn?

The focus of this document is the sustainability of Downstate Medical Center and the preservation of its academic enterprise. However, the future of the safety net and the health of the population in Brooklyn are at risk, and DMC is an important Brooklyn resource for addressing these problems. Now is the time for bold action to be taken by SUNY (with its education and research programs), and the regulatory and legislative systems, led by the Executive branch and Legislature.

Stakeholder Input

The budget language calling for the Sustainability Plan reinforced SUNY's desire to engage interested parties throughout the development process. The creation of the Sustainability Plan included consultation and input from labor representatives, community representatives, other regional stakeholders, the public and consumers of healthcare services (see Appendix F).

In meeting this requirement, SUNY and Downstate administrators:

- Developed a website to share information and accept feedback;
- Hosted two briefings for the Brooklyn State Senate and Assembly delegation;
- Met often with individual legislators to address their concerns;
- Distributed an open letter to the SUNY Downstate community explaining the process and inviting them to engage;

- Held a Town Hall Meeting in Brooklyn where the public and City and State legislators submitted testimony;
- Met with the SUNY Downstate Council to brief them on progress in development of the plan;
- Met with PEF, NYSUT, UUP, CSEA, SEIU 1199, and NYSNA.

SUNY also received recommendations on May 24, 2013, from a consultant engaged by NYSUT, UUP, CSEA, and PEF. The recommendations are under review.

SUNY received numerous comments from stakeholders via email and the web covering myriad points of view, including:

- The need to keep LICH as a necessary and vital role in Brooklyn’s healthcare needs;
- The need for labor/community stakeholders to have a seat at the discussions that will curate plans;
- Difficulties associated with the current billing system and the desire to abolish or change it;
- As an academic medical center, all faculty should be teaching. Downsizing could take place if the needs of the school or patients are not met by staff. The school and medical center should not operate as two entities.
- Human resources records should be reviewed to get the most out of employees.
- Primary care offerings need to be created.
- The potential harm of not knowing the future of Downstate/LICH and what that could do to academic enrollment. Some future students could choose not to apply or withdraw applications without knowing future operating plans.
- The need for money to hire more PCPs to see patients and to refer to subspecialists, who refer to other clinical services and departments.
- The inadequacy of the three-minute window during public discussion, with no time for responses, at the Town Hall meeting.
- Beliefs expressed that the closing of LICH is a land sale opportunity for valuable Brooklyn real estate.

Consideration and Assessment of Options

In exploring opportunities to achieve fiscal viability and preserve UHB’s status as a teaching hospital, four options were identified. The critical success factors for each option were carefully examined, including advantages, disadvantages, a financial overview, and academic considerations.

While the options offer different “end points,” they were assessed with the following goals and assumptions:

- The plan must preserve and strengthen medical and health professions education.
- The plan must pursue every possible improvement for UHB and secure needed commitments.

- The plan must give priority to achieving academic and patient-care goals, while minimizing potential job losses and economic instability to neighborhoods.
- Most options would require the enactment of legislation.
- The plan must achieve a critical mass of clinically integrated and financially sustainable hospital providers to serve as a stable base for medical education.
- The plan must expand primary care and develop linkages to a critical mass of clinically integrated and financially sustainable hospital providers for the changing healthcare environment, including formation of Accountable Care Organizations (ACOs).

All four options were carefully examined to identify an effective and efficient model that would accomplish the charge set forth by the enacted 2013–14 budget for the purpose of achieving fiscal viability while preserving UHB’s status as a teaching hospital. As mentioned, the process included consultation and input from labor representatives, community representatives, other regional stakeholders, the public, and consumers of healthcare services. The options that emerged from the exploration process are outlined below:

SUNY DOWNSTATE POTENTIAL STRUCTURAL OPTIONS CONSIDERED

Optional Paths for Realizing the Goal for an Integrated System of Care and Academic Medical Network for Brooklyn*

OPTION 1	OPTION 2	OPTION 3	OPTION 4
A Restructured UHB with the benefits offered by Flex Legislation	SUNY exits hospital operations at Downstate. Optimal educational affiliations required	A Public Benefit Corporation is created to promote the formation of an academic and clinically integrated network. Optimal educational affiliations required.	Another hospital or system acquires UHB or absorbs volume. Optimal educational affiliations required including other hospitals
Execution of plans with needed support essential for sustainability	A 501c3 public-private entity is formed to be a hospital operator for UHB facility	Downstate, UHB and other providers implement the network to drive quality improvement, prepare for ACOs, expand primary care linkages, and support of the academic mission of SUNY UHB becomes a smaller more efficient hospital	1) Medical/Health Professions Education commitments & provisions needed for maintaining all accreditations 2) Education commitments from other Brooklyn Hospitals essential

FUTURE STATE:

❖ Strong Medical and Health Professions Education Schools for New York

- ❖ A **clinically integrated Brooklyn healthcare network** which will be the largest provider network in Brooklyn (operated by new not-for-profit with UHB and Downstate participation on the Board) and serve as the **major teaching platform for SUNY Downstate** College of Medicine and other Schools.
- ❖ UHB inpatient capacity substantially reduced as academic network expands
- ❖ Significant expansion of **primary care**

* All options assume SUNY will review all responses received to the request for information and determine the most expeditious and financially responsible course of action to enable Downstate to exit from the operation of the Long Island College Hospital facility.



After assessment, it was clear that all options required:

- at least 24 to 36 months to implement;
- significant improvement in the operation of UHB with intense focus on restructuring and maximum support for proposed actions;
- a “bridge period” to implement planning and minimize jeopardy to the academic programs of SUNY and DMC;
- development within the context of a community in need and consideration of various stakeholders; and
- partnership and support between SUNY, the State, and local stakeholders to achieve the best outcome.

Option 1

A Restructured UHB that continues to operate under SUNY auspices with benefits offered by the new Flex legislation, additional flexibility, and continued State support.

All options require that every effort be made to continue the restructuring effort and explore additional means to improve the performance of UHB. This option requires changes in the academic programs of DMC but preserves UHB’s status as a teaching hospital. While not considered a long-term solution due to UHB’s aging plant and the changes associated with healthcare reform, all other options would likely take two to three years to complete; therefore, this option is an interim step for all options and must be pursued in the short term. The Brooklyn provider network is important to pursue with this option as it: 1) creates an expanded platform for clinical teaching sites; 2) provides an opportunity to increase reimbursement rates for the hospital; and 3) provides an opportunity to increase rates for physicians, which is an important part of the strategy to reduce the subsidy of faculty salaries needed by the College of Medicine.

Option 2

SUNY exits hospital operations at Downstate and a 501(c)(3) is formed to be a hospital operator at the UHB facility.

This option, which includes a potentially private entity, provides benefits but may not offer a long-term solution given the need to remain in an aging plant without an identified source of capital funding and to continue as an independent hospital while adapting to a rapidly changing healthcare environment. A new operator would be required to provide significant financial support for the College of Medicine’s faculty expense. This option runs counter to the need for sustainability and creates some risk for preserving UHB’s status as a teaching hospital. This plan could offer some short-term potential if public benefits were provided to the new hospital provider, but that appears to be highly unlikely, and, as a result losses are likely greater than those in Option 1.

Option 3

A new entity, a Brooklyn Health Improvement Public Benefit Corporation, is established to drive health-improvement efforts in Brooklyn and to serve, in part, as the organizing force and legally established authority to fund and support the creation of a provider network in Brooklyn.

DMC's education mission depends on strong and sustainable healthcare organizations in Brooklyn. To achieve this goal, and to support solutions for the hospital and public-health challenges in Brooklyn, SUNY would request that the Executive and the Legislature create a new public benefit corporation that would support, in part, the formation of a Brooklyn-based provider network to position member organizations for the changing healthcare environment and to serve as a strong academic network for Downstate Medical Center. UHB can then become a smaller, more efficient hospital. The scope of the new corporation's work would be directed at promoting the development of a Brooklyn healthcare provider network, with the support of State resources; meeting and expanding the academic requirements of Downstate; and creating a vehicle for clinical integration. Participating organizations would drive quality improvement and financial outcomes for managed care contracting, prepare for Accountable Care Organization (ACO), and expand primary care linkages to improve health and reduce inpatient and emergency room utilization. UHB, as a clinical provider, and Downstate, as an academic affiliate, would be participants in the network.

Option 4

Another hospital or system acquires UHB or absorbs volume.

Discussions were held with several other hospitals and healthcare systems to explore interest in the acquisition of UHB or the absorption of UHB's patient volume. No viable option emerged from these discussions. Of particular concern was that no options were identified that would not put the College of Medicine and its graduate and undergraduate programs in immediate jeopardy.

IV. THE PLAN

The best solution for Downstate Medical Center is for the Executive and Legislature to create a Brooklyn health-improvement collaborative as a public benefit corporation with the participation of SUNY Downstate to ensure that its academic interests are supported.

The purpose of this organization would be to fund and support health-improvement efforts in Brooklyn and develop a clinically integrated network of providers and a strong academic network for SUNY Downstate. The network members would actively pursue clinical integration through the network following the requirements outlined by the Federal Trade Commission in order to benefit from joint managed care contracting. The plan may be beneficial to other community hospitals in Brooklyn as it has the potential to enable them to participate in managed care contracts and risk arrangements that would otherwise not be available to them, and it could facilitate more formal linkages with primary care organizations, such as Federally Qualified Health Centers (FQHCs). The MRT report noted the need for reconfiguration of safety-net hospitals, integration of providers, and an expansion of primary care:

Safety net, community hospitals can play an important role in this new world of coordinated care and performance-based reimbursement, but must be proactive in adapting to it. Because these new models emphasize prevention and deploy performance- and risk-based payment mechanisms, they demand a fundamental reconfiguration of Brooklyn's health care delivery system from a strategic, organizational, physical, and financial perspective.

Accordingly, in the long run, the institutions under consideration are not viable with their

current bed complement, in their current configuration. Most are experiencing declining admissions, and all are experiencing a low average daily census. In the short run, their revenues cannot support expenses, much less provide needed capital investments. In the long run, under Medicare and Medicaid reforms, length of stay, PQI [Prevention Quality Indicator] admissions, emergency department use, and readmissions are expected to decline, further reducing revenue from inpatient services. While the Work Group is committed to striking the right balance of inpatient and primary care to ensure access to needed services along the continuum in Brooklyn, these reforms will drive a reduction in the need for inpatient beds and conversely **incentivize the development of integrated systems of care with comprehensive, high quality primary care services.**¹⁵

From a health-policy perspective, the plan would fulfill recommendations of many commissions and task forces. Consistent with the above statements, this option offers a means of realizing the MRT goals.

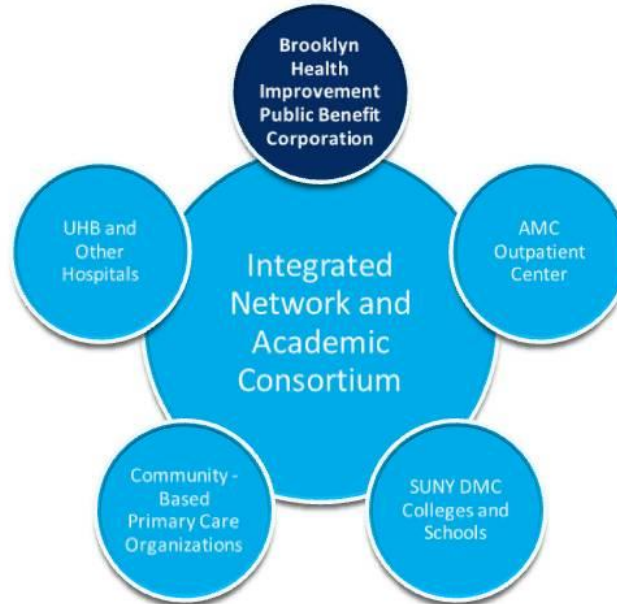
With the State and SUNY Downstate's participation and Downstate's safety-net services in this area of Brooklyn, this new public benefit corporation should be created by the Legislature and Executive branches with a goal of supporting an integrated network of private providers (and UHB) with the participation of SUNY Downstate as the academic affiliate. The most critical aspect of this option for Downstate would be securing dedicated clinical teaching sites for the DMC colleges and schools and a financial commitment from outside SUNY to support DMC for its teaching programs.

¹⁵ Brooklyn Health Systems Redesign Work Group (MRT), "At the Brink of Transformation: Restructuring the Healthcare Delivery System in Brooklyn," Nov. 2011, pp. 46–47, http://www.health.ny.gov/health_care/medicaid/redesign/docs/brooklyn_mrt_final_report.

A VISION FOR HEALTHCARE IN BROOKLYN

A BROOKLYN PROVIDER-BASED SOLUTION

- A Brooklyn Health Improvement Public Benefit Corporation (BHI) is formed to promote and provide funds to improve the quality of healthcare in Brooklyn's most underserved communities.
- BHI will **not** operate hospitals. It will support the formation of a clinically integrated network that will allow the expansion of clinical training sites for Downstate and improve quality and value by/through:
 - Joint managed care contracting for revenue enhancement
 - Pursuing risk contracts
 - Cultivating shared network goals (*while retaining separate ownership and management*)
 - Support of and benefits from Academic Mission of the Medical School including GME program
 - Vital Access Provider rate for network members
 - IT connectivity and care redesign
- The BHI will support expansion of primary care and improve linkages and care coordination to improve health outcomes and reduce inpatient utilization.
- BHI and the network may have their purposes and functions expanded as the environment changes; **BHI would not operate the network.**



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The suggested roles for a Brooklyn Health Improvement Public Benefit Corporation (BHI) include:

- A catalyst and funding source for the health-improvement initiatives in Brooklyn;
- A vehicle for public input into health needs;
- A monitor for the achievement of project goals for public funds provided through BHI;
- A sponsor of initiatives such as a Brooklyn-based healthcare network (a subset of Brooklyn hospitals focused on the safety-net hospital role), primary care initiatives, and public health studies, etc. **BHI would not be the operator of the network;**
- Support for a forum of all Brooklyn providers for tracking changes in the healthcare environment, stimulating responses across providers, and offering grant funding (as available) to support its goals;
- A vehicle for capital formation and issuance of debt;
- An entity with the power to form subsidiary corporations in support of its purposes; and
- An entity that can change its purpose and scope in response to the changing healthcare environment.

This model enables hospitals to remain independently sponsored but requires significant commitments and support for change in clinical processes and their work with their employed and voluntary

physicians in order to achieve the quality and cost goals. With the changing environment, this offers the potential for several healthcare providers to be positioned for ACO opportunities, as they would have a substantial market presence in an area of Brooklyn with significant opportunity to redesign care and shift utilization from hospitals to a community-based network. The new entity and the DMC academic programs would be catalysts for a Brooklyn-based healthcare network that would launch a coordinated approach to addressing health status and quality. Commitments to work toward expansion of primary care through sponsorship and partnerships would be secured as part of the network agreement. The principal features of the network are:

Principal Network Activities

- Common clinical pathways, cost protocols, outcome monitoring, education, and promotion of practice pattern changes.
- An academic network and GME consortium.

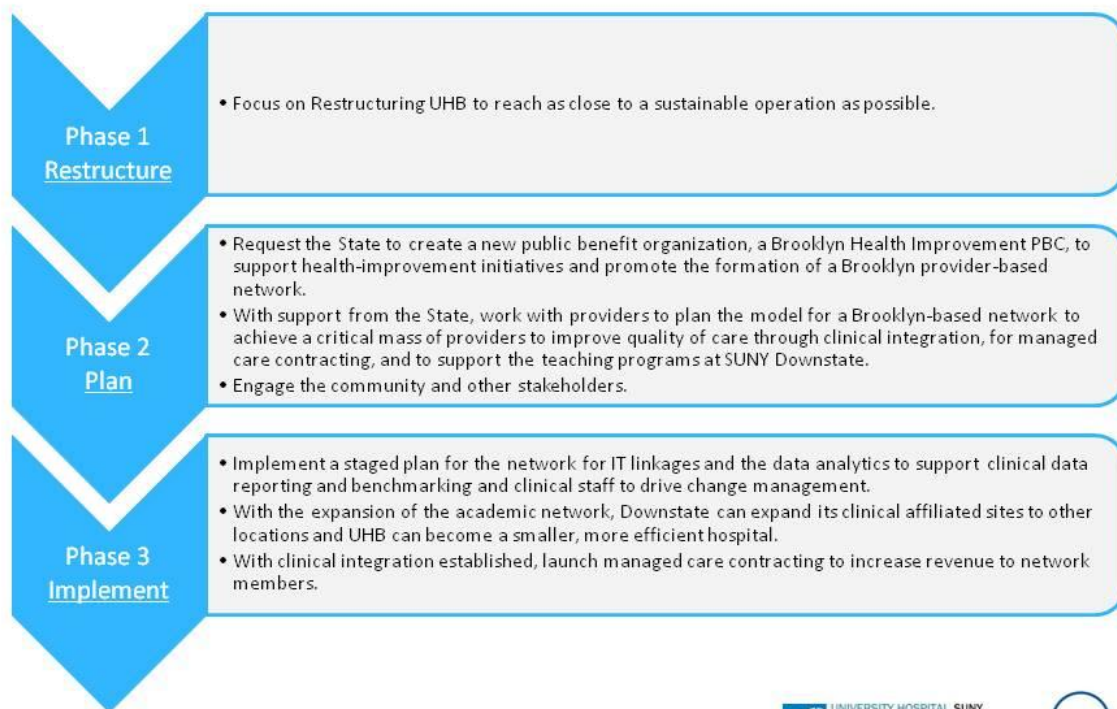
Principal Network Benefits

- Managed care contracting and increased revenue, improved quality of care and increased efficiency (cost reduction), alignment of hospitals and physicians for quality and cost goals.
- A strong academic network to support SUNY Downstate's educational programs.

This plan would likely take over three years to implement, so an intense focus on restructuring UHB as described in Option 1 would need to continue.

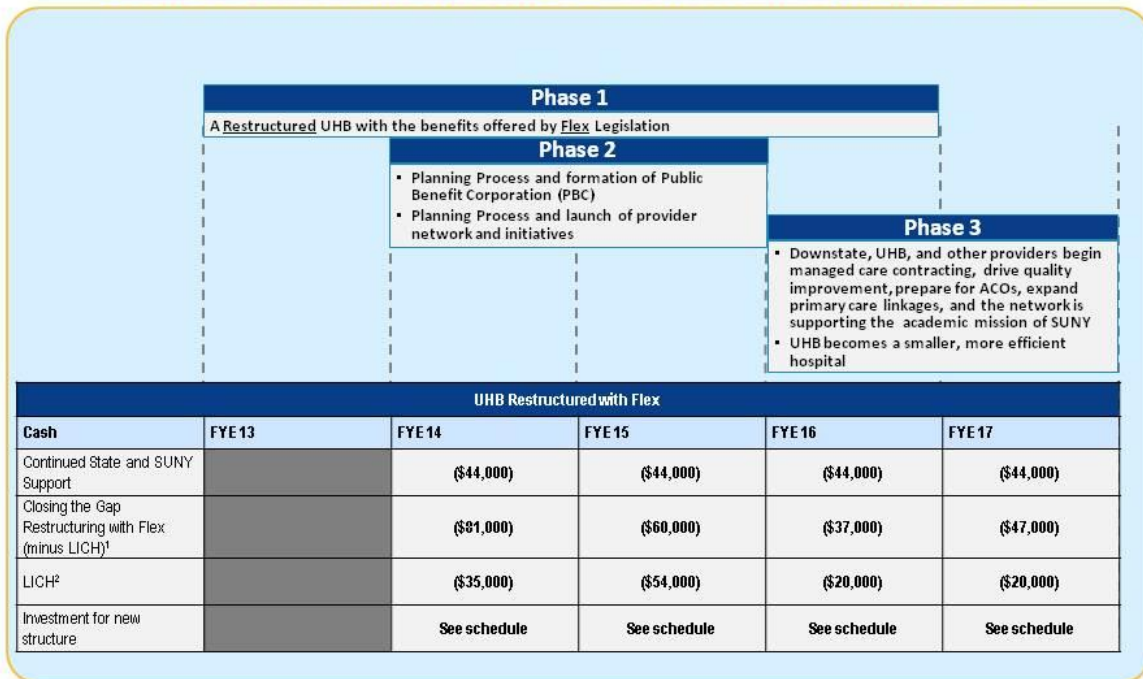
The best way to proceed with this plan is with a phased approach with a focus on restructuring, coordination, and planning for the new entity. It also requires active participation by the State, both financially and as a leader, by SUNY as the academic affiliate, and other stakeholders in their various roles to ensure that medical and health professions education remain strong.

A PHASED APPROACH FOR THE SUSTAINABILITY PLAN



The following actions are required to implement the plan:

SUNY DOWNSTATE PATH FOR REALIZING THE GOAL FOR AN INTEGRATED CLINICAL AND ACADEMIC MEDICAL NETWORK FOR BROOKLYN



1. Funding gap is based on identified and validated restructuring and efficiency actions at this time. It is expected that UHB will continue to identify restructuring and savings opportunities to further reduce this gap.
2. SUNY will review all responses received to the request for information and determine the most expeditious and financially responsible course of action to enable Downstate to exit from the operation of the Long Island College Hospital facility.



Phase 1

- I. SUNY and Downstate will pursue every action possible to restructure UHB to be more financially sustainable and will include a consideration for capital.
- II. SUNY, in accordance with Part Q, will determine a means of expediting decision making and approval to achieve savings.
- III. SUNY will explore additional flexibility to achieve savings.
- IV. SUNY will review all responses received to the LICH request for information and determine the most expeditious and financially responsible course of action to enable Downstate to exit from the operation of the LICH facility.
- V. SUNY will quantify support needed from other sources to support the transition.

Phase 2

- I. Request that the NYS Executive and Legislature create a new Brooklyn Health Improvement (BHI) public benefit corporation to provide governance and organization for academic and clinical network development.
- II. DMC would secure State grants to launch a planning and consultation process for establishing the network and the Brooklyn Health Improvement public benefit corporation. The process

would need to be inclusive of all relevant stakeholders. To fulfill the goals of this plan and remain consistent with the MRT recommendations, some considerations include:

- a. Given the goals, what is the most appropriate model for a BHI, including consideration of the experience of other public benefit corporations?
- b. What should the purposes of a BHI be (e.g., source of State and other funds for primary care expansion, debt issuance, support for academic programs)?
- c. What is the recommended composition of the BHI Board to reflect public and other stakeholder participation? What steps can be taken to ensure it is a competency-based board?
- d. How can a BHI be set up so it enjoys flexibility under State procurement rules?
- e. Given the goals and the need to secure commitments from several hospitals, what are the most appropriate corporate structure and operating model for the network that would lead to commitments while not undermining the purpose?
- f. From the view of the hospitals, what are the economic and other factors that would create benefits for participation in exchange for the authority they would give up as part of a clinically integrated network?
- g. What model would be future focused for success in the changing environment and would accommodate changing or expanding the purpose?
- h. How can the network be set up to be sustainable after initial funding?
- i. With physician participation integral to clinical integration, what are the alignment models of the potential participating hospitals, and can they secure the needed commitments to support the network goals?
- j. What will be the appropriate capital investment to support the network partners, including UHB?

Phase 3

- I. BHI and the network will create and expand dedicated teaching hospital sites for DMC.
- II. The network achieves clinical integration, serves as a platform for medical and health professions education, and begins managed care contracting.

If these steps and phases are not realized within necessary time frames and fiscal constraints, SUNY reserves the right to exercise appropriate actions to protect the university system. Such actions may include significant closure of clinical programs and reductions in academic programs to the detriment of the needs of the population.

Financial Support for Operations

The table below presents the projected operating results through FYE 2017. These projections include the same assumptions used for Option 1. While assuming continuation of current State and SUNY support of \$44 million, this plan would require additional and continued State support for UHB until the larger academic network is operational and UHB is significantly downsized, a process that is estimated to take at least three years.

ESTIMATED (IN THOUSANDS)	FISCAL YE 6/14	FISCAL YE 6/15	FISCAL YE 6/16	FISCAL YE 6/17
Restructure with Flex Cash Flow				
UHB Operating Cash Flow	(\$80,733)	(\$59,573)	(\$37,414)	(\$46,764)
Funding of LICH	(\$34,581)	(\$54,329)	(\$20,449)	(\$20,449)
Net Cash Flow Deficit	(\$115,314)	(\$113,902)	(\$57,863)	(\$67,213)

Funding Requirements for the Plan

Start-up and operating funding support will be needed for the BHI special initiatives; primary care expansion and linkages; and for the network to support IT-system development and ongoing support, clinical-program development and ongoing support, academic network formation, etc. The potential sources of this funding may include but are not limited to HEAL or other State grants or Vital Access Provider rate during transition.

The table below provides a summary of the funds needed for the plan:

TRANSITION FUNDING NEEDS				
Categories	FYE 14	FYE 15	FYE 16	FYE 17
UHB				
UHB (closing the cash gap) ¹	\$81.0M	\$60.0M	\$37.0M	\$47.0M
Long Island College Hospital (LICH) costs	\$35.0M	\$54.0M	\$20.0M	\$20.0M
State grant for UHB MD recruitment and programs (above capital budget)	\$5.0M	\$14.0M	\$14.0M	\$9.0M
Health Improvement PBC				
Brooklyn State grant for planning and formation of PBC	\$1.0M	\$1.0M	\$1.0M	\$1.0M
Operating budget 2015 and beyond	TBD	TBD	TBD	TBD
State grants for primary care expansion and linkages initiatives	TBD	TBD	TBD	TBD
Network²				
State grant for network planning and implementation	\$6.0M	\$6.0M		
State grant for network systems development (IT programs, interfaces, dashboards, change management clinical staff, EHR linkages)	\$4.0M	\$7.0M	\$7.0M	\$3.0M
State grant for initial staffing and ongoing network operations		\$5.0M	\$6.0M	\$6.0M
Ongoing operation outsourced for IT systems/clinical support staff			\$3.5M	\$3.5M
Support for academic network development (Caribbean school issues, academic program support, shared service support)		TBD	TBD	TBD

**State
restructuring
assistance**

1. Funding gap is based on identified and validated restructuring and efficiency actions at this time. It is expected that UHB will continue to identify restructuring and savings opportunities to further reduce this gap.

2. Assumes clinically integrated network is financially sustainable after FYE 17.

NOTE: State and SUNY support of \$44M annually continues for all years.



V. CONCLUSION

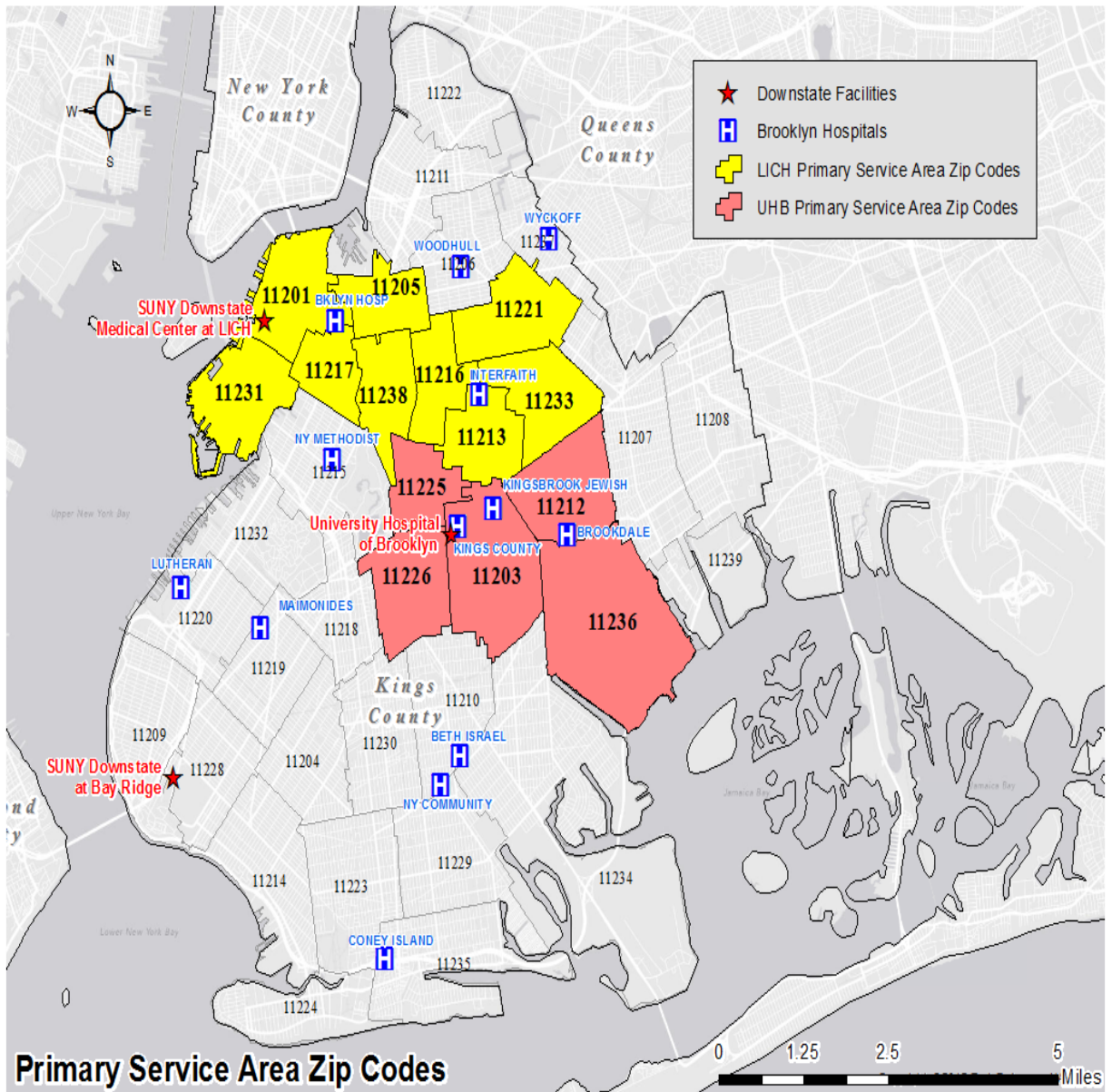
The advice from every panel, workgroup, and commission since at least 2006 has been the same: Brooklyn healthcare is broken and needs a game-changing solution that requires integrating organizations and changing the way care is delivered to a largely minority and poor population. As stated by the MRT chair, Stephen Berger in his 2011 report transmittal letter to NYS Health Commissioner Nirav Shah: “This [MRT] report endorses the creation of integrated systems of care aligned with community needs as a means of improving individual health and community health, while reducing unnecessary healthcare spending.”

The Sustainability Plan presented here—compiled in partnership with SUNY System Administration, SUNY Downstate Medical Center, Pitts Management Associates; in consultation with the help of key representatives from the Executive Office and the NYS Legislature; and with the consultation, input and comments of labor representatives, community representatives, other regional stakeholders, the public, and consumers of healthcare services—is a tool that can be used to meet the recommendations put forth in the MRT report and others.

The SUNY System and SUNY Downstate Medical Center and its education programs are a critical and singular resource needed for the City and State of New York to address Brooklyn’s healthcare crisis. Now is the time for SUNY Downstate, the Executive Office, and the NYS Department of Health to be the instruments of this change in order to ensure the continuation of medical and health professions education and the creation of a better healthcare system for one of the most underserved communities in the state.

APPENDICES

APPENDIX A – MAP OF SERVICE AREA



APPENDIX B – PITTS MANAGEMENT ASSOCIATES FINANCIAL IMPROVEMENTS

Financial Improvements Associated with Pitts Management Engagements with or on behalf of SUNY Downstate¹

INITIAL POTENTIAL FINANCIAL OPPORTUNITIES [Identified in Late 2011 by the Office of State Controller (OSC)]	
REDUCTION IN STAFF FTE	\$34.7M annual run rate realizable after full implementation.
CPEP AT LICH²	Management elected not to pursue this initiative due to lack of capital.
REDUCTION IN UNBILLED ACCOUNTS²	\$15.6M annual run rate for UHB.
CASH COLLECTIONS FROM PAYERS²	\$13.4M realized.
CHARGE DESCRIPTION BILLING IMPROVEMENTS²	\$7M realizable.
PHARMACY CLINIC CHARGE IMPROVEMENTS²	\$840K in gross charges captured for pharmaceuticals supplied by the clinics for the twelve month period ending 5/15/2013 and charge capture monitoring continues.
ADDITIONAL FINANCIAL OPPORTUNITIES IDENTIFIED SINCE 12/1/2012 AND INCLUDED IN THE RESTRUCTURING ACTION PLAN³	

REVENUE CYCLE	<p>\$5M in ongoing improvements; \$22.8M in one-time improvements</p> <p><u>Comments</u> Projects resulting in ongoing improvements include managed care underpayments, ambulatory revenue increases, and ambulatory billing/coding changes; one time improvements include projects to accelerate cash, grants and quality incentive payments, and eliminating coding backlogs.</p>
LABOR/PRODUCTIVITY	<p>\$7.9M in ongoing improvements</p> <p><u>Comments</u> Projects include staffing mix changes, clinic consolidations, and improvement in physician productivity and practice management.</p>
SUPPLY CHAIN	<p>\$4.3M in ongoing improvements</p> <p><u>Comments</u> Projects include obtaining better prices on supplies.</p>
CARE MANAGEMENT	<p>\$6.8M in ongoing improvements</p> <p><u>Comments</u> Projects include discharging patients in a timely manner and to the appropriate setting.</p>
VOLUME GROWTH	<p>\$6.5M in ongoing improvements</p> <p><u>Comments</u> Projects include increasing volume of both inpatient and outpatient services.</p>
OTHER RESTRUCTURING INITIATIVES	<p>\$44.8M in ongoing improvements through exiting LICH operations</p> <p><u>Comments</u> Project includes exiting LICH operations.</p>

¹ A number of analyses, process improvement projects, and other activities have been conducted or are currently underway by Pitts Management.

² Potential Financial Opportunities contained in OSC Report 2012-S-72.

³ Additional projects identified since 12/1/2012 and included in the Restructuring Action Plan and that do not duplicate any financial improvements contained in the OSC Report 2012-S-72.

APPENDIX C – FLEX LEGISLATIVE RELIEF OPPORTUNITIES

Service Elimination

Potential service elimination includes the elimination and/or reduction of acute, ambulatory, and support services that are not necessary or financially sustainable and any additional measures necessary to achieve such restructuring and achieve financial stability.

ACTIONS	Analysis is still underway regarding elimination and/or reduction of acute, ambulatory, and support services. SUNY Downstate is considering service reduction or elimination opportunities to take full advantage of the legislative flexibility language. The final analysis and recommendations will be presented in June 2013.
PROJECTED INCREMENTAL IMPACT DUE TO LEGISLATIVE RELIEF (noted by year as applicable)	To Be Determined.

Procurement Flexibility

Contracting approvals may be waived for certain contracts, including goods and supplies, restructuring consultants, information technology, and other revenue-cycle and insurance-related services (revenue collection billing services, electronic and medical health records, and insurance eligibility and verification services.)

ACTIONS	<p>Acquisition of Workflow Software: Currently, the revenue-cycle work distribution is prioritized and directed by a series of hardcopy and static PDF reports. The expedited acquisition of workflow software will enable the billing department and other revenue-cycle departments to better organize, prioritize, assign, and monitor charge capture, billing, and collection efforts. This will accelerate cash collection.</p> <p>External Resources to Assist in Medicaid and Disability Applications: UHB has a significant backlog of incomplete Medicaid applications that were initiated by UHB Financial Assistance staff. Additionally, internal resources lack the clinical expertise required to identify candidates and complete applications for Medicare disability coverage. The ability to bring in the resources of outside agencies to supplement the efforts of our internal staff by working on our application backlog, follow-up on applications with patients after discharge, and assign clinically trained staff to potential disability cases will result in immediate and significant improvement of cash collection.</p> <p>Specialized Collection Agencies: Compliance issues have reduced the number of contracted collection agencies to which Downstate can refer accounts. Selection of new collection agencies has historically been a long process. The ability to expedite contracts with additional collection agencies will promote competition in performance and price while also allowing Downstate to pursue specialized agencies that deal with out-of-state Medicaid, legal collection issues, etc. This will also contribute to the decrease in bad debt write-off and improve cash collection.</p> <p>Coding Resources: The Health Information Management Department (HIM) has shown that it struggles with manpower and technology issues. Both factors contribute to backlogs in coding accounts, particularly inpatient, ambulatory procedure, and emergency accounts. HIM plans to contract with additional agencies that will provide resources that will be able to address current and future coding backlogs. The elimination of current coding backlogs will provide one-time revenue improvements, but the establishment of reliable external coding resources will enable Downstate to avoid future backlogs, improve coding quality, and reduce bill drop thresholds.</p> <p>In addition, several other revenue-cycle projects are planned. A vendor contract will improve Medicaid eligibility. Another vendor will be engaged to provide specialized service in obtaining additional Medicare reimbursement for patients that were initially tagged for transfer to another healthcare provider but did not receive the service within a prescribed period of time.</p>
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ACTIONS	<p>Potential acceleration of exiting the Temporary Services Agreement with Continuum Health Partners for LICH revenue cycle services is under review.</p> <p>Current Sodexo food services contract is currently being reviewed for possible renegotiation.</p> <p>SUNY Downstate contract with UPB for physician management services is under discussion.</p> <p>The potential for contracting with vendors to supply support services will be reviewed.</p> <p>The potential for renegotiation of current hospital-related contracts and cancellation of non-productive contracts is being reviewed.</p> <p>Additional managerial mentoring and consulting resources needed to improve labor productivity, and organizational financial performance is under review.</p> <p>External medical records management and/or coding services are being considered to increase the case mix index.</p> <p>Expansion of scope of existing physician-billing contracts is underway.</p> <p>Procurement of hospital-related information-technology needs to improve efficiency are being pursued, as well as technology required for ICD-10 implementation.</p> <p>Potential renegotiation of managed care contracts will be considered.</p>								
PROJECTED INCREMENTAL IMPACT DUE TO LEGISLATIVE RELIEF (noted by year as applicable)	<table> <tr> <td>RC-017 Improvement of Cash Collection</td><td>\$7.4M in FY13/14</td></tr> <tr> <td>RC-032 Medicaid Eligibility</td><td>\$2.5M in FY 13/14 \$3M in FY 14/15</td></tr> <tr> <td>RC-033 Transfer DRGs</td><td>\$354K in FY 13/14 \$500K in FY 14/15</td></tr> <tr> <td>Additional projects</td><td>TBD</td></tr> </table>	RC-017 Improvement of Cash Collection	\$7.4M in FY13/14	RC-032 Medicaid Eligibility	\$2.5M in FY 13/14 \$3M in FY 14/15	RC-033 Transfer DRGs	\$354K in FY 13/14 \$500K in FY 14/15	Additional projects	TBD
RC-017 Improvement of Cash Collection	\$7.4M in FY13/14								
RC-032 Medicaid Eligibility	\$2.5M in FY 13/14 \$3M in FY 14/15								
RC-033 Transfer DRGs	\$354K in FY 13/14 \$500K in FY 14/15								
Additional projects	TBD								

Procurement Flexibility for Clinical Services

Contracting approvals may be waived for contract(s) that may also include clinical services provided that the scope or nature does not alter the character of Downstate Hospital as a public hospital and shall be limited to 15% of clinical services unless the Commissioner of Health determines that additional actions are necessary for the full implementation of the Sustainability Plan, in which case up to 20% of such clinical service may be authorized.

ACTIONS	Analysis is still underway regarding contracting for clinical services. SUNY Downstate is considering contracting for clinical and non-clinical services opportunities to take full advantage of the legislative flexibility language. Under consideration for external contracting are laboratory services, inpatient and outpatient dialysis, and inpatient psychiatry.
PROJECTED INCREMENTAL IMPACT DUE TO LEGISLATIVE RELIEF (noted by year as applicable)	To Be Determined.

Partnership/Joint Venture Flexibility

SUNY hospitals may enter into contracts with additional parties such as joint ventures, sole members of not-for-profit or for-profit entities, limited liability corps, as lessor or lessee and/or participants in joint ventures without a competitive procurement process.

ACTIONS	SUNY Downstate is exploring partnerships to expand primary care services and training programs in Brooklyn, alignment with other Brooklyn acute care facilities, and alignment with a local FQHC.
PROJECTED INCREMENTAL IMPACT DUE TO LEGISLATIVE RELIEF (noted by year as applicable)	To Be Determined.

APPENDIX D – STAKEHOLDER ENGAGEMENT



Transitioning SUNY Downstate Medical Center

Missed the Town Hall Meeting? You can still submit written testimony to hospitalsustainabilityplan@suny.edu

RFI Extension

On May 1, 2013, State University of New York issued a request for information, C-002521, requesting expressions of interest from qualified parties who could provide health care services, including operation of an acute care hospital, at or around the Long Island College Hospital site in Brooklyn. Responses were requested by May 22, 2013 to allow SUNY to use the information in the development of a plan to achieve fiscal viability of the Downstate Medical Center. That sustainability plan must be delivered to the State by June 1, 2013.

SUNY wishes to receive the full benefit in response to the Request for Information and has extended the response date until May 24, 2013. Responses received after May 24, 2013 may not be reflected in the sustainability plan but will be reviewed by SUNY to determine the most expeditious and financially responsible course of action with respect to the Long Island College Hospital.

Brooklyn needs a comprehensive solution to its medical care crisis. Downstate Medical, with its unparalleled community presence as a world-class teaching hospital, can and should be part of that solution.

There are many reasons for the fiscal crisis facing Downstate:

- An extremely competitive Brooklyn healthcare market;
- Complexities of a State system that limits decision making and action;
- High levels of health disparities in communities we serve, and the high rates of complex chronic disease, largely publicly insured;
- Acquisition of a distressed hospital with an aspirational and aggressive business plan that was not successful; and
- Lack of adequate support from the State to operate a SUNY hospital within the complex regulatory and financial environment of the State.

It is clear that Downstate needs a critical restructuring that will allow it to continue serving the community. Downstate continues to fill a critical role in training health care professionals: it trains more physicians practicing in NYC than any other medical school and has one of the highest rates of graduates who practice in underserved areas. One in three Brooklyn doctors and one in nine New York City doctors were trained at Downstate. A full 90% of its nursing graduates continue to work in NYC. The following actions have already been taken by SUNY System Administration to prepare for this restructuring:

- Replaced Downstate's failed leadership with a dynamic and nationally recognized new President, Dr. John F. Williams, who has brought in a new, experienced management team;
- Engaged management consultants to assess and implement a restructuring plan;
- Authorized a \$75m SUNY loan to help with cash deficit for 12 months; and
- Requested, but did not receive, \$150m in State funding assistance.

Resources



Request for
Information [PDF]



Downstate
Community
Letter [PDF]



Downstate Delegation
Briefing [PDF]



RFI Questions
and Answers
[PDF]

Contact Us Regarding SUNY Downstate

* Required

First Name *

Last Name *



SUNY DOWNSTATE | NEWSROOM Medical Center | News Releases

Full Article

Ronald Najman
718-270-2696 - Office
917-760-1244 - Pager
rnajman@downstate.edu

[May 17, 2013]

SUNY Downstate Council to Meet

For Immediate Release: Friday, May 17, 2013

Brooklyn – The SUNY Council of Downstate Medical Center will meet Monday, May 20, 2013 at 3:15 p.m. Topics for discussion will include an update on the development of a Sustainability Plan for Downstate Medical Center.

The meeting will take place at:

SUNY Downstate Medical Center
Alumni Auditorium
395 Lenox Road
Brooklyn, New York

Video conferencing will be available from the following location(s):

State University Plaza
353 Broadway
Albany, New York

The live webcast may be viewed at:

<http://mediasite.suny.edu/mediasite/Viewer/?peid=32925106fe974ea4ad1678ccce58dfd1d> .

An agenda for the meeting, together with any meeting materials, will available online at www.downstate.edu.

SUNY Downstate Medical Center, founded in 1860, was the first medical school in the United States to bring teaching out of the lecture hall and to the patient's bedside. A center of innovation and excellence in research and clinical service delivery, SUNY Downstate Medical Center comprises a College of Medicine, Colleges of Nursing and Health Related Professions, a School of Graduate Studies, a School of Public Health, University Hospital of Brooklyn, and an Advanced Biotechnology Park and Biotechnology Incubator.

SUNY Downstate ranks ninth nationally in the number of alumni who are on the faculty of American medical schools. More physicians practicing in New York City have graduated from SUNY Downstate than from any other medical school. For more information, visit www.downstate.edu.



Town Hall Meeting Scheduled to Discuss Sustainability Plan for SUNY Downstate

For Immediate Release: Tuesday, May 14, 2013

Contact: David Doyle; David.Doyle@suny.edu; 518-320-1311

Albany – The State University of New York has scheduled a Town Hall Meeting for public discussion of the Sustainability Plan under development for SUNY Downstate Medical Center.

Town Hall Meeting (opportunity for public comment)

Monday, May 20, 2013

9:00 a.m. – 1:00 p.m.

SUNY Downstate Medical Center

Alumni Auditorium

395 Lenox Road

Brooklyn, New York

Persons who wish to make brief comments (no more than three minutes) are requested to file their names with the Registration Officer in advance of the beginning of the Town Hall Meeting. This can be done in person at the Town Hall Meeting prior to the starting time, or by e-mailing hospitalsustainabilityplan@suny.edu with the speaker's name, e-mail address, and phone number.

The Town Hall Meeting will begin with a brief presentation from SUNY and Downstate officials, followed by comments from interested elected officials. All registered speakers will then be called upon in the order in which they have registered. Extended, written testimony may also be submitted to hospitalsustainabilityplan@suny.edu.

To learn more about the situation at Downstate and provide ideas directly to the process, visit www.suny.edu/hospitals/downstate/.

About the State University of New York

The State University of New York is the largest comprehensive university system in the United States, educating nearly 468,000 students in more than 7,500 degree and certificate programs on 64 campuses with nearly 3 million alumni around the globe. To learn more about how SUNY creates opportunity, visit www.suny.edu.

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TO: SUNY Downstate Community and Stakeholders

FROM: John F. Williams, Jr., MD, EdD, MPH, FCCM
President, SUNY Downstate Medical Center

DATE: May 14, 2013

SUBJECT: The Future of SUNY Downstate Medical Center

SUNY Downstate Medical Center really matters to Brooklyn. As its only academic medical center, we make a tremendous difference in the lives of the borough's 2.5 million residents, training the medical and health professional workforce and providing quality health care for over 150 years.

Today, Downstate is facing severe economic challenges and hard decisions are being made regarding our fiscal situation. We have had to reduce staffing levels, which has been painful for the people whose employment was terminated as well as for the workers who remain. The likelihood of additional reductions in the workforce is a reality that we must acknowledge.

Our campus relies heavily on the revenues generated by the clinical operations in our two hospital locations – University Hospital of Brooklyn (UHB) and Long Island College Hospital (LICH) – both of which are in financial trouble. In recent years, hospital costs have risen sharply while what we receive from insurers, Medicaid, and Medicare for patient care has declined. This has made safety-net hospitals such as UHB extremely vulnerable financially.

As a state entity, Downstate must live with numerous regulations and purchasing restrictions that don't apply to private and non-profit medical centers, and direct state support for operations is diminishing. Add to that the recent severe recession and subsequent slow recovery, and we find ourselves in a precarious financial position. Several hospitals, especially in Brooklyn, are in danger of failing for similar reasons.

Almost two years ago, LICH was acquired with the hope of expanding Downstate's clinical care delivery, preserving our education and training opportunities, and strengthening healthcare throughout the borough. Unfortunately, the financial situation has only worsened with regards to LICH. LICH and UHB combined are losing money at such a rapid rate that the present situation endangers the future of all of SUNY Downstate. Currently, we are working on all fronts to bring campus revenues and expenditures into alignment so that the educational, clinical, and research mission of SUNY Downstate is sustained for Brooklyn and New York State.

Our focus now is on developing a legally required plan to make Downstate Medical Center financially viable for the long term. That plan encompasses our hospitals as well as our schools, which train the health professionals New York needs. That includes the College of Medicine, which educates one in three doctors who practice in Brooklyn and one in nine doctors practicing in New York City, as well as the School of Graduate Studies, College of Nursing, College of Health Related Professions and School of

Public Health. The recently enacted state budget provides SUNY with a new and comprehensive set of tools that can help us restructure while we provide our core services in education, clinical care, and research.

This Sustainability Plan is due to the State Department of Health and the Governor's Division of the Budget by June 1, 2013, with implementation to begin June 15, 2013. As you may know, we've issued a formal request for information (RFI) from qualified parties who could provide health care services, including the operation of an acute care hospital, at or around the LICH site in Brooklyn. Responses have been requested on or before May 22, 2013.

We are committed to engaging with stakeholders throughout the process of developing the Sustainability Plan, including you, the members of our community. I am writing today as the first step in that effort – to lay out for you the situation we face together as neighbors.

Please know that we are truly exploring all options. Our solution must first and foremost address and preserve our primary mission of education and training and must be arrived at in the context of everything that factors into a strong healthcare solution for Brooklyn.

At this point, we see potential in restructuring UHB, developing partnerships with existing Brooklyn healthcare providers, and working with these providers to meet the health care needs of the residents of central Brooklyn while supporting resident opportunities for our medical students. And as mentioned, the RFI has been issued to solicit information for, among other things, the operation of health care facilities or services on the LICH campus or in the community around LICH.

In the coming weeks, we will continue to develop the plan for Downstate to preserve quality medical care for Brooklyn. We will also provide opportunity for your input and feedback, including a town hall meeting to be held at Downstate on May 20, 2013. We invite you to visit www.suny.edu/hospitals/downstate/ to learn more about our situation and provide ideas directly to the process.

We thank you for your understanding and your assistance as we navigate through this unfortunate situation.




The State University
of New York

Office of Government Relations

State University Plaza
Albany, New York 12246

www.suny.edu

MEMORANDUM

TO: Members of the Brooklyn Delegation
FROM: Stacey Hengsterman 
DATE: May 17, 2013
SUBJECT: Downstate Medical Center

We are asking the entire Brooklyn Assembly and Senate delegations to attend an updated briefing regarding Downstate Medical Center to discuss next steps and hear concerns and input regarding the Sustainability Plan under development.

Please join me and other SUNY officials on Wednesday, May 22, 2013, from 9:30 a.m. to 11:00 a.m. in Legislative Office Building Conference Room 630.

If you have any additional questions please contact me by e-mail at stacey.hengsterman@suny.edu or by phone at (518) 320-1148.

We look forward to meeting with you.

To Learn
To Search
To Serve





The State University
of New York

Office of Government Relations

State University Plaza
Albany, New York 12246

www.suny.edu

April 26, 2013

The Honorable Peter Abbate
New York State Assembly
8500 18th Avenue
Brooklyn, NY 11214

Dear Assemblymember Abbate:

We have now been able to reschedule the Downstate briefing and would like to invite you to join SUNY Board Chairman H. Carl McCall and SUNY Downstate President Skip Williams on Thursday, May 2, 2013 from 9:00 a.m. to 10:30 a.m. at SUNY Downstate's University Hospital of Brooklyn.

We have asked the entire Brooklyn Congressional, Senate, Assembly, and City Council delegations to participate in a briefing by senior SUNY System Administration and SUNY Downstate leadership to discuss next steps, UHB's current financial status and limitations, and to hear concerns and input regarding the sustainability plan under development.

Please let me know if you are able to attend, and if you have any additional questions. I can be reached at (518) 320-1148 or by e-mail at stacey.hengsterman@suny.edu.

We look forward to meeting with you. For your convenience, you should plan to enter via UHB's 395 Lenox Road entrance where there will be signage guiding you to the meeting room.

Sincerely,

Stacey B. Hengsterman
Assistant Vice Chancellor for Government Relations

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The State University of **New York**
State University Plaza
Albany, NY 12246

**SUNY DOWNSTATE MEDICAL
CENTER**

RFP #Q14-06

**REQUEST FOR PROPOSAL FOR
RESTRUCTURING CONSULTANT
SERVICES**

ATTACHMENT 2

**MANDATORY TERMS AND
CONDITIONS**

Agreement for Organizational Restructuring and Consulting Services

(CONTRACT NUMBER _____)

This agreement (as it may be amended, modified or restated from time to time in accordance with its terms, the "Agreement") is made by and between CONTRACTOR having an office located at _____ ("Contractor") having an office located at _____ and, STATE UNIVERSITY OF NEW YORK Downstate Medical Center having an office located at 450 Clarkson Avenue, Brooklyn, NY 11203 ("SUNY-DMC") in collaborations with THE STATE UNIVERSITY OF NEW YORK having offices at State University Plaza, 353 Broadway, Albany, NY 12246 ("SUNY"). Collectively, SUNY and SUNY-DMC may be referred to as SUNY.

RECITALS

- (a) SUNY operates an academic medical center, known as SUNY-DMC, which is comprised of University Hospital of Brooklyn ("UHB"), Bay Ridge ("Ambulatory Center"), and Long Island College Hospital ("LICH"), all located in Brooklyn (collectively, "SUNY-DMC").
- (b) SUNY requires restructuring services to implement a Restructuring Action Plan established at SUNY-DMC so as to achieve breakeven, with appropriate State support, within a 12 month timeframe.
- (c) SUNY believes that the magnitude and complexity of required restructuring services exceed the capacity of skills and resources immediately available at SUNY-DMC.
- (d) SUNY-DMC solicited proposal for the required services by posting RFP# Q14-06 ("RFP") on its website, and publishing in the New York State Contract Reporter, on October 23, 2013.
- (e) The Contractor submitted a timely proposal in response to the RFP, the pertinent part of which is annexed hereto as Exhibit ____ and made a part hereof.
- (f) Contractor has represented to SUNY that it has the experience, expertise and resources, necessary to implment the required restructuring under this Agreement. SUNY desires to retain Contractor for such consulting services subject to the terms and conditions set forth in this Agreement.
- (g) Contractor desires to provide such services for the compensation and on the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein made, the parties agree as follows:

1. ENGAGEMENT

- a. The details of the scope of work pursuant to this Agreement are described in the RFP, including the attachments thereto.
- b. SUNY will convene a Restructuring Monitoring Committee whose membership may include, at SUNY's discretion, members of SUNY management or staff, the President of SUNY-DMC, SUNY Board of Trustees members, representatives of other components of the government of the State of New York, and SUNY outside advisors, . Contractor shall be prepared to render a report of its progress to the Restructuring Monitoring Committee, which may be presented in person and/or through live video transmission arranged by SUNY, at Contractor's option, not less often than once every two weeks during the Term. The purpose of the SUNY Restructuring Monitoring Committee will be for SUNY to provide advisory and oversight to the project as a whole and to resolve issues as they may arise.
- c. Contractor acknowledges that the restructuring effort underway at SUNY-DMC is, and will continue to be, an important and highly visible endeavor within SUNY, within other components of government of the State of New York, and possibly to the public at large. Accordingly, if so directed, with reasonable notice and at reasonable times, Contractor shall be prepared during the Term to present a formal briefing or presentation of its accomplishments, findings and conclusions to various groups or constituents.
- d. SUNY shall designate a Chairperson (the "Chairperson") of the Restructuring Monitoring Committee and Contractor shall designate a Restructuring Engagement Manager (the "Manager") who are expected to coordinate and communicate with one another as appropriate. Each of the Chairperson and the Manager may designate a Deputy for these coordination and communication activities.
- e. SUNY will direct SUNY-DMC to designate a Downstate Liaison for the purpose of local incidental requests and local coordination.
- f. Contractor acknowledges that SUNY may retain, for various purposes, other consultants and advisors on matters similar to or complementary to the restructuring effort. At SUNY's discretion, SUNY will apprise Contractor of the presence, progress and conclusions of other consultants or advisors, and will ensure that such other consultants or advisors are directed to coordinate and communicate with Contractor as necessary. SUNY agrees that the activities of such other consultants or advisors will not impede or impair Contractor in the performance of its obligations under this Agreement.
- g. Contractor acknowledges that SUNY-DMC has already undertaken or initiated various management actions which might be construed as restructuring efforts.
- i. Contractor understands and agrees that it is responsible for the performance of services in accordance with the terms and conditions of this Agreement. SUNY shall look solely to Contractor for remedy, redress, liability or indemnification for any failure of t Contractor to perform its obligations under this Agreement, and SUNY shall not look to any

Contractor Staff for any such redress, liability or indemnification. Contractor shall be fully liable for the actions of Contractor Staff in connection with the performance of services under this Agreement.

h. Conditions for Contractor Staff.

- i. Contractor Staff are and will be considered employees of Contractor, and not of SUNY. SUNY shall not have any direct liability to any personnel of Contractor for any payments, benefits or other amounts in connection with any services provided by such personnel under this Agreement, including for or with regard to any compensation, withholding, commissions or any employee or other benefits.
- ii. Contractor will provide on-site executive staff full time to accomplish the implementation services required herein; other staff may work in a full or part time capacity at Contractor's option.
- iii. Contractor Staff will observe the holiday schedule of SUNY-DMC.

2. OVERSIGHT AND RESOLUTION

Notwithstanding anything in this Agreement to the contrary, in its performance of services under this Agreement, Contractor will be responsible directly to SUNY at its Albany office identified in the introductory paragraph of this Agreement, and specifically to the Office of Health Affairs and the Office of the Vice Chancellor of Financial Services and CFO of SUNY, in coordination with the President of SUNY-DMC. At SUNY's discretion, the day-to-day restructuring efforts of Contractor under this Agreement will be overseen by the President of Downstate.

3. STAFF REPLACEMENTS

Contractor reserves the right to remove or replace any Contractor Staff with the concurrence of the SUNY Restructuring Monitoring Committee, which shall not be unreasonably withheld.. Appropriate communication will be provided to the SUNY Restructuring Monitoring Committee in a timely manner when or if this situation arises. Staff replacements will have similar skills sets and experience based on the position held. The SUNY Restructuring Monitoring Committee reserves the right to interview and approve potential candidates related to executive replacements only.

4. CHANGES TO SCOPE OF WORK

In the event either SUNY or Contractor determines there should be any increase or modification in the scope of work under this Agreement, such party shall notify the SUNY Restructuring Monitoring Committee, which shall promptly meet to discuss and resolve such request. In the event that any increase or modification to the scope of work under this Agreement is approved by the SUNY Restructuring Monitoring Committee, then to the extent the same results in any material increase in the staffing or services required to be provided by Contractor hereunder, then SUNY and Contractor shall discuss and shall agree upon an equitable adjustment of the fees and/or expenses payable under this Agreement before Contractor shall be required to provide such increased staffing or services. The above notwithstanding, the parties agree that changes to

scope of work which requires an amendment to the terms herein shall be done with approval from the New York Attorney General (“AG”) and Office of the State Comptroller (“OSC”).

5. TERM

- a. In the event Contractor is not reasonably able to complete the Scope of Work during the Term, SUNY and SUNY Restructuring Monitoring Committee, with OSC approval may give Contractor a reasonable extension to complete the Scope of Work at no additional cost or liability to SUNY. However, if the underlying cause of Contractor’s inability to complete the Scope of Work during the Term is due to an act or omission of SUNY, SUNY Restructuring Monitoring Committee or Downstate management or staff, then SUNY with OSC approval will give Contractor an extended period of time to complete the Scope of Work, and SUNY and Contractor will negotiate in good faith a fair and equitable increase in compensation to Contractor for its extended services.
- b. In the event Contractor is not reasonably able to complete the Scope of Work during the Term, SUNY and the SUNY Restructuring Monitoring Committee may, at its discretion, give Contractor a reasonable extension to complete the Scope of Work at no additional cost or liability to SUNY. However, if the underlying cause of Contractor’s inability to complete the Scope of Work during the Term is due to an act or omission of SUNY, the SUNY Restructuring Monitoring Committee or Downstate management or staff, then Contractor will be allowed an extended period of time to complete the Scope of Work, and SUNY and Contractor will negotiate in good faith a fair and equitable increase in compensation to Contractor for its extended services.

6. TERMINATION

- a. Notwithstanding the provisions under the heading “Term” immediately above, SUNY shall have the right to terminate this Agreement: (a) for convenience on no less than ninety (90) days written notice to Contractor; or (b) on the occurrence of any default by Contractor: (i) under State Finance Law sections 139-j and 139-k certifications or, if applicable, the Department of Taxation and Finance Contractor Certification form, ST 220-CA, statements, including if the same are found to be materially false or incomplete; (ii) under this Agreement, which default shall continue and remain uncured thirty (30) days after written notice from SUNY to Contractor of such default, which notice shall describe the nature of the default.
- b. Notwithstanding the provisions under the heading “Term” immediately above, Contractor shall have the right to terminate this Agreement: (a) on the occurrence of any payment default by SUNY with respect to any Fees or Expenses that are due and owing under this Agreement, which default continues for a period of thirty (30) days after written notice from Contractor to SUNY of such default, which notice shall describe the nature of such default; or (b) on the occurrence of any default by SUNY other than that described in the immediately preceding clause (a), which default shall continue and remain uncured thirty (30) days after written notice from Contractor to SUNY of such default, which notice shall describe the nature of the default.

- c. In the event of any termination of this Agreement by either party, and for a reasonable period following any such termination, Contractor agrees to take all reasonable measures necessary to facilitate the orderly and professional transition of the provision of the Services to SUNY or any new consultant engaged by SUNY to provide the Services. In connection with any such transition, Contractor agrees, at its sole expense (unless this Agreement due to any default by SUNY, which case the same shall be at SUNY's sole expense), to compile and deliver to SUNY all documentation in Contractor's possession (but not including any Confidential information of Contractor) relating to the provision of the Services by Contractor under this Agreement.

7. COMPENSATION

a. Professional Fees

- i. Subject to the provisions under this heading "Professional Fees", in consideration for the performance of the Services under this Agreement, Contractor shall be paid a fixed fee of \$___ for the Term (the "Fee"). The Fee shall not include payment or reimbursement for any out-of-pocket expenses, which shall be billed separately as described below, and be in addition to the Fee. The Fee shall be payable in equal monthly installments of \$___.
- ii. Except as expressly provided below, the payment of each monthly installment of the Fees shall be to Contractor in arrears after submission of appropriate invoices to SUNY. Payment shall be made net 30 days from receipt of an acceptable invoice. Interest for any unpaid balance will accrue pursuant to Section 179g of New York State Finance Law that is 30 days past receipt of SUNY acceptable invoice.

b. Expenses

- i. In addition to the Fee, SUNY also agrees to reimburse the expenses of any Contractor team member that is brought on-site in connection or to assist with the provision of Services pursuant to this Agreement, which shall include Contractors' and such team member's usual and customary travel-related expenses and any other out-of-pocket expenses (e.g., lodging, transportation, meals, mileage, postage, telephone, cable/internet, copying costs, facsimile transmission, etc.) (collectively, the "Expenses"). All Expenses will be reimbursable on the basis of Contractor's actual cost, with no mark-up. Expenses will be billed directly to SUNY. Contractor will help arrange for such direct billing. SUNY has discretion to monitor and control Expenses. Unless there are justifiable extenuating circumstances, expenses shall not exceed ___% of the total value/fees of the contract. Contractor will use reasonable efforts to minimize Expenses by, for instance, employing long-term leases for housing and transportation, and arranging travel in advance.

c. Invoices

- i. In the event of any termination of this Agreement, SUNY will pay directly to Contractor all Fees and Expenses incurred through the effective date of termination,

including any notice period. If as of the effective date of termination, less than 30 days remain in such month, then the parties agree that Contractor shall be entitled to a prorated amount of the Fee for such month.

d. Electronic Payments

- i. Payment for invoices submitted by Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Vice Chancellor for Business and Finance of the State University of New York or designee, in her/his sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary New York state procedures and practices. Contractor shall comply with the OSC procedures to authorize payments. Authorization forms are available at the OSC website at www.osc.state.ny.us/epay, by email at epunit@osc.state.ny.us or by telephone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Agreement if it does not comply with the OSC's electronic payment procedures, except where the Vice Chancellor or designee has expressly authorized payment by paper check as set forth above.

8. SOLICITATION OF RESPECTIVE EMPLOYEES

SUNY and Contractor agree to not solicit direct employment or the direct services of either party's employees, associates or contractors during the Term of this Agreement and for a period of two (2) years following the expiration or any earlier termination of this Agreement.

9. SUPPORT REQUIRED FROM SUNY AND SUNY-DMC

Each of Contractor and SUNY will, and SUNY will cause SUNY-DMC to, reasonably cooperate with the other to accomplish the objectives of the engagement as described in this Agreement. SUNY-DMC (UHB, LICH and Bay Ridge) will make available private office space for the executives provided by Contractor and shared office/conference room space for other consulting staff provided by Contractor, and equipment and clerical support that is customary with these types of engagements.

10. SUNY REPRESENTATIONS

- a. SUNY acknowledges that to perform certain services, Contractor may need access to SUNY's and SUNY-DMC's information, facilities, equipment and personnel. SUNY shall accommodate, and shall cause SUNY-DMC to accommodate Contractor's requests for such access on a timely basis. Contractor shall not be responsible for any delay in performing services if such delay is a direct result of SUNY-DMC's failure to provide reasonable access.
- b. SUNY remains responsible for ensuring that SUNY and SUNY-DMC comply with all applicable provisions of federal, state and local statutes, rules and regulations.

11. CONTRACTOR REPRESENTATIONS

Contractor shall comply with the provisions of all municipal, state and federal laws and requirements applicable to Contractor as an employer of labor or otherwise. Contractor shall further comply with all rules, regulations and licensing and/or certification and registration requirements applicable to the conduct of its business. Contractor shall inform its employees, associates, agents and subcontractors of their respective responsibilities to obtain appropriate advice on matters related to personal income tax liabilities arising from income earned within the State of New York.

12. NON-DISCRIMINATION

Each party and each person working on its behalf agrees that, in connection with the hiring of any employees or the performance of work under this Agreement, such person or party shall not discriminate against or intimidate any individual by reason of race, creed, color, sex, age, disability, national origin, marital status, sexual orientation, genetic predisposition, or carrier status.

13. BOOKS AND RECORDS

- a. All records compiled by Contractor for delivery to SUNY as a work product, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, computer printouts, customized software, graphs, charts, plans specifications, if any, and all other similar recorded data, shall become and remain the property of SUNY.
- b. Contractor may retain copies of such records for its own use. Contractor may develop a case study based on the work performed by Contractor for SUNY and results achieved and use this case study for educational and marketing purposes in the future. The contractor shall not store records described in 13(a) outside the United States. The records used by the contractor in case studies for its marketing or educational purposes based on the Services provide herein shall be de-identified to comply with HIPAA Privacy Rule.

14. NOTICES

All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail to the respective addresses set forth below:

To SUNY:

To: Contactor

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the subject matter of the contract are hereby superseded. In the event of any inconsistency or conflict among the documents comprising this Agreement, such inconsistency or conflict shall be resolved by giving precedence to the documents in the following order:

1. Exhibit A, (Standard Contract Clauses), Exhibit A-1, (Affirmative Action Clauses), Exhibit C, (Business Associate Agreement) and Exhibit D, (Deficit Reduction Act);
2. Exhibit B, (RFP# Q-14-06);
3. The text of this Agreement;

16. ASSIGNMENTS

- a. SUNY may not assign its interest in or delegate the performance of its obligations under this Agreement to any person or entity without obtaining the prior written consent of Contractor.
- b. Except for the assignment of its right to receive payments subject to Article 5-A of the State Finance Law, Contractor is prohibited, in accordance with Section 138 of the State Finance Law, from assigning, transferring, conveying, subletting or otherwise disposing of its rights, title or interest in this Agreement without the prior written consent of SUNY and attempts to do so are null and void. Notwithstanding the foregoing, SUNY may, with the concurrence of OSC, waive prior written consent of the assignment, transfer, conveyance, sublease or other disposition of a contract let pursuant to Article XI of the State Finance Law if the assignment, transfer, conveyance, sublease or other disposition is due to a reorganization, merger or consolidation of Contractor's business entity or enterprise and Contractor so certifies to SUNY. SUNY retains the right, as provided in Section 138 of the State Finance Law, to accept or reject an assignment, transfer, conveyance, sublease or other disposition of the contract, and to require that any Contractor assuming the obligations of this Agreement demonstrate its responsibility to do business with SUNY. Notwithstanding the foregoing, nothing under this heading "Assignments" or elsewhere in this Agreement shall prevent Contractor from engaging or utilizing any third party as a subcontractor in connection with the provision of the Consulting and Restructuring Services under this Agreement.

17. SUCCESSORS

The terms, provisions, covenants, obligations and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successors-in-interest and the permitted assigns of the parties.

18. NEW YORK STATE CONSULTANT SERVICES REPORTING

Chapter 10 of the Laws of 2006 amends State Finance Law §§ 8 and 163 by requiring that contractors annually report certain employment information to the contracting agency, the Department of Civil Service (DCS) and Office of the State Comptroller (OSC). As a result of these changes in law, State contractors will be required to disclose, by employment category, the number of persons employed to provide services under a contract for consulting services, the number of hours worked and the amount paid to the contractor by the State as compensation for work performed by these employees. This will include information on any persons working under any subcontracts with Contractor hereunder. In furtherance of these reporting requirements, Contractor agrees to complete and submit the initial planned employment data report (Form A) with this Agreement, and the annual employment report (Form B) by May 15th of each year during the Term as required.

19. CONFIDENTIALITY

The parties acknowledge that in carrying out their obligations under this Agreement, each party and its subcontractors, employees, affiliates, agents, officers and directors, or representatives may have reason to access electronic medical records and patient information maintained by the Hospital ("Patient Information"). The parties agree to comply with any federal or state law governing the privacy and confidentiality of the content of the Patient Information including, without limitation, the Health Insurance Portability and Accountability Act and its regulations ("HIPAA"). Each party warrants that each party, its subcontractors, employees, affiliates, agents, officers and directors, and representatives (i) shall not use or disclose individually identifiable health information contained in the Patient Information other than as permitted or required by this Agreement or by law; (ii) shall not use or disclose individually identifiable health information in any manner that violates applicable federal and state laws; (iii) shall use appropriate safeguards to protect the confidentiality of individually identifiable health information contained in the Patient Information; and (iv) shall immediately notify the other in the event the party becomes aware of any use or disclosure of any individually identifiable health information contained in the Patient Information which violates the terms and conditions of this Agreement or applicable federal and state laws. The above notwithstanding, the parties acknowledge and agree that this Agreement is subject to the New York State Freedom of Information Law ("FOIL") as set forth in Article 6 of the New York State Public Officers Law, and only the parties' Confidential Information that satisfies the requirements of Section 87(2)(d) of the Public Officers Law, and SUNY's implementing regulations at 8 NYCRR § 311.6 shall be exempted from disclosure thereunder.

20. BUSINESS ASSOCIATE

Contractor is deemed to be a Business Associate of SUNY pursuant to 45 CFR § 160.103. As a condition precedent to the performance of its obligations under this Agreement, Contractor will execute with SUNY the Business Associate Agreement attached hereto as Attachment 2. Each party agrees to comply with HIPAA and its obligations under and pursuant to the Business Associate Agreement.

21. INDEMNIFICATION

- a. Contractor agrees to hold SUNY harmless from and indemnify it for any final judgment of a court of competent jurisdiction that results in any liabilities, losses, damages, claims, demands, costs, judgments, settlements and fees, including reasonable attorney's fees and court costs, to SUNY arising directly or indirectly out of Contractor's performance of its obligations under this Agreement, including but not limited to its own or its Representatives' actions or omissions pursuant to the Agreement, unless such liabilities, losses, damages, claims, demands, costs, judgments, settlements and fees are caused by the gross negligence or willful misconduct of SUNY, or any breach by SUNY of its obligations under this Agreement
- b. Subject to the availability of lawful appropriation and consistent with the New York State Court of Claims Act, SUNY shall hold Contractors harmless from and indemnify it for any final judgment of a court of competent jurisdiction for its failure to perform its obligations hereunder or to the extent attributable to the negligence of SUNY or of its officers or employees when acting within the course and scope of their employment in connection with this Agreement.

22. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITIES

- a. Except to the extent expressly set forth in this Agreement, all services are provided "as is" and "where is", and nothing in this Agreement constitutes or shall be deemed or construed to be an express or implied warranty, including but not limited to any warranty of non-infringement, title, merchantability, course of dealing, usage or trade or fitness for a particular purpose.
- b. SUNY's initial remedy for any breach by Contractor under this Agreement shall be re-performance of the services by Contractor. In the event that such breach cannot be remedied by re-performance, Contractor's total liability under this Agreement shall not exceed the amount of Fees actually received by Contractor in connection with the services hereunder to which such breach relates. The parties have agreed upon the amount of fees and other terms of this Agreement and have entered into this Agreement in express reliance on the disclaimer of warranties and limitation of liabilities set forth in these paragraphs, and that the same form an essential basis of the bargain between the parties.

23. DAMAGE WAIVER

The parties expressly agree that neither party shall be liable for any special, incidental, consequential, punitive or exemplary damages, regardless of whether the party in breach was advised of, or otherwise should have been aware of, the possibility of such damages, and without regard to the underlying cause of action or any other theory of law.

24. FORCE MAJEURE

Neither SUNY nor Contactor shall be liable for any delays resulting from a "Force Majeure Event." As used herein, a "Force Majeure Event" includes, but is not limited to any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion,

any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure Event does not include an act of negligence or intentional wrongdoing of a party.

25. RELATIONSHIP OF PARTIES

Both parties, in the performance of this Agreement, will be acting in separate capacities and not as employees, partners, joint venturers, joint developers, associates, or agents of one another. Each party acknowledges that it does not have the authority to act for or in the name of the other party, or to obligate the other party in any manner whatsoever. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose.

26. INSURANCE

- a. Liability Insurance. Prior to the commencement of work, Contractor will provide, at its sole cost and expense, Certificates of Insurance which shall remain in force throughout the Term of this Agreement, or any extension thereof, from an insurance company licensed by the New York State Department of Insurance with a rating of at least "A-" as published with Standard & Poor's: (a) a comprehensive general liability insurance policy ("CGL") with limits no less than One Million Dollars (\$1,000,000) each occurrence and Three Million Dollars (\$3,000,000) general aggregate; (b) during the term of the contract and for one (1) year after the completion of the services hereunder, a professional errors and omissions liability insurance policy ("E&O") with policy limits of not less than One Million Dollars (\$1,000,000) each occurrence and Three Million Dollars (\$3,000,000) general aggregate. If during the term of the policy, the carrier's rating falls below "A-", the liability insurance coverages described in paragraphs (a) and (b) above must be replaced no later than the renewal date of the policy with an insurer acceptable to the State of New York. Such policies shall name the STATE UNIVERSITY OF NEW YORK as an additional insured. Such policies shall designate the State University of New York as the loss payee and shall contain a provision that the State University of New York shall receive at least thirty (30) days notice prior to material change, cancellation or expiration of any such policy. The certificates of such insurance should be delivered with the signed Agreement.
- b. Workers' Compensation Insurance & Disability Benefits Coverage. All employees in the hire of Contractor shall be adequately and properly covered by Workers' Compensation Insurance and Disability Benefits coverage in all work concerned in and about SUNY and SUNY-DMC. Such policies shall name the STATE UNIVERSITY OF NEW YORK as an additional insured and are to be written by recognized and well-rated insurance companies authorized to transact business in the State of New York. Contractor shall deliver certificates of such coverage, or proof that such coverage is not required, in the required format, as required by the Workers' Compensation Board when the Agreement is signed by the parties and thereafter not less than thirty (30) days prior to material change of cancellation of such coverage.

- c. Automobile Liability Insurance. Automobile liability insurance for owned vehicles, hired and non-owned vehicles, with a policy limit of not less than \$1 million/\$3million combined single limit.
- d. Certificates of Coverage for both liability insurance and workers compensation insurance and disability benefits coverage are to be provided, in accordance with and as outlined above to the State University of New York Business Office, *State University of New York SUNY Plaza, Albany, NY, 12246 attention Kellie Dupuis, Executive Director of Business and Procurement*.

27. APPLICABLE LAW; VENUE; CONSENT TO JURISDICTION

The laws of New York State will govern this Agreement without regard for New York State's choice of law statute. The parties agree to bring any action to construe, interpret or enforce this Agreement in a New York State court of competent jurisdiction. Contractor and SUNY agree to submit themselves to such court's jurisdiction.

28. DEFICIT REDUCTION

SUNY-DMC is required by law to provide information to all of its contractors and agents regarding the Federal False Claims Act, New York State Laws regarding civil or criminal penalties for false claims and payments, administrative remedies for false claims and statements, and whistleblower protections under these laws. *Exhibit* __ (the "DRA Appendix") of this Agreement satisfies this notification requirement, and by execution of this Agreement, **Contractor** acknowledges that it has received and understands the information provided therein.

29. HEALTH AND HUMAN SERVICES

Contractor shall determine, by reference to the then Current Department of Health and Human Services Offices of the Inspector General's List, the General Administration list of Excluded Individuals/Entities, and the New York State Medicaid Disqualified Provider List, whether **Contractor**, its employees, or any individual **Contractor** assigns to **SUNY-DMC** to furnish goods or services pursuant to the Agreement, or any individual or entity from which **Contractor** receives or purchases goods that it provides to **SUNY-DMC**, is excluded from participation in Medicare, Medicaid, or other federally funded health care programs. **Contractor** shall not assign to **SUNY-DMC** any employee or any individual that is so excluded. Prior to the assignment, **Contractor** shall provide **SUNY-DMC** with a copy of the report indicating that **Contractor**, the employee, individual, or entity is not so excluded. If, at any time during the term of the Agreement, **Contractor**, the employee, individual, or entity **Contractor** is excluded from participation in Medicare, Medicaid, or other federally funded health care programs, **Contractor** shall immediately notify **SUNY-DMC** of the exclusion, and **SUNY-DMC** shall have the option of immediately terminating the Agreement and this Amendment, in whole or in part as necessary and applicable in **SUNY-DMC**'s sole discretion, and **Contractor** shall provide a pro rata refund to **SUNY-DMC** based on the period of time remaining in the term of the Agreement. Department of Health and Human Services Office of the Inspector General (www.oig.hhs.gov), General Services Administrative List of Excluded Individuals/Entities (www.epls.gov), and New York State Medicaid Disqualified Provider List (www.omig.state.ny.us).

30. CONTRACTOR'S OBLIGATIONS WITH RESPECT TO EMPLOYEES ON-SITE AT SUNY-DMC.

- a. Legal Compliance. Any personnel assigned by **Contractor** to provide services on-site at **SUNY-DMC** shall have and maintain, for the duration hereof, any and all applicable licenses, certifications or other authorizations required by applicable law for the performance of such services. Further, such personnel shall comply with all applicable **SUNY-DMC** policies and procedures governing access to and any entry upon its premises.
- b. **SUNY-DMC's Right to Staff Replacement.** If at any time during the course of the Term, the appearance, conduct, performance, or other behavior of any of **Contractor's** employees is reasonably deemed by **SUNY-DMC** to be unacceptable or otherwise not in the best interests thereof, **Contractor** shall immediately remove such employee from **SUNY-DMC's** premises.
- c. Assignment Conditions/HR Competencies for On-Site Performance.
 - i. All personnel supplied by **Contractor** shall be and remain its employees, and, except as specifically provided hereunder, **SUNY-DMC** shall have no responsibility whatsoever as an employer with respect to such personnel, i.e. withholding social security, unemployment compensation, or any other taxes mandated by law.
 - ii. Prior to assignment to **SUNY-DMC**, directly or indirectly, Contractor shall ensure that all of its employees have successfully completed all required medical/physical and other required examinations. Without limiting the generality of the foregoing, **Contractor** shall be responsible for: (a) screening for competence all of its personnel performing work on or about **SUNY-DMC's** property; and (b) providing, on an individual basis, written certification to **SUNY-DMC** that each employee: (1) possesses the requisite employment eligibilities work status (form I-9), education, training, physical/mental health and experience required to perform the duties of the position performed on behalf of **Contractor** at **SUNY-DMC**; and (2) has demonstrated competence in performing the duties required of the position. The foregoing health requirements shall include, inter alia, **Contractor** causing all of its employees assigned to duty in any **SUNY-DMC** facility to submit to period health examinations as required by **SUNY-DMC** and/or by applicable law, and submission by **Contractor** of satisfactory evidence of compliance with all health regulations to **SUNY-DMC's** Employee Health Department in accordance with its rules, regulations and standard practices.
 - iii. **Contractor** must maintain a file including documentation of the competencies of each employee working at **SUNY-DMC** and must make said file available via fax transmission or other reasonably requested medium to **SUNY-DMC's** Human

Resources Department when requested, upon four (4) hours notice. At a minimum, such file must include for each individual a written job description, a completed job application or resume detailing the individual's competencies, including copies of any license, registration, certification and/or permits; evidence that the employee has received an initial **SUNY-DMC** orientation and attended annual Mandatory Education Program; evidence that the employee has had a physical examination within the last twelve (12) month period including TB testing, chicken pox and measles testing; and completed annual competency assessments, including age-specific competencies and assessments and current, up-to-date evaluation and appraisal tools.

- iv. Prior to assignment of an individual to **SUNY-DMC**, **Contractor** shall determine, through use of an appropriate consumer reporting agency, whether such individual has at any time been convicted of a crime under any federal or state law, and shall furnish **SUNY-DMC** with a copy of the report resulting from such process. In the event that the individual has been so convicted, **SUNY-DMC** shall determine, in its sole discretion, whether assignment of such individual is acceptable. The criminal background check performed by **Contractor** shall meet the following specifications: a. A Social Security Trace shall be performed to verify that provided social security number is valid. This trace will provide address records of the employee associated with the number, which shall then be used for the associated criminal records search; and b. A search shall be performed of all criminal records (felony and misdemeanor) for all counties in which the individual is known to have resided, under his or her current name as well as under any alias or maiden names assigned to the Social Security Number. Such criminal records search should extend as far back in time as the records of each particular county permit, which may vary by state and/or county. With respect to individuals assigned to **SUNY-DMC** continuously for a year or more, **Contractor** shall re-perform the checks described hereinabove at least once annually, and shall provide **SUNY-DMC** with a copy of the resulting reports.
- d. Pre-employment Training/Programs. **Contractor** shall ensure that all of its employees attend the required **SUNY-DMC** New Employee Orientation program, as well as all mandatory annual in-service training, including, but not limited to, Health Insurance Portability and Accountability Act and Fire Safety Training.

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EXHIBIT A

**STATE UNIVERSITY
OF
NEW YORK**

STANDARD CONTRACT CLAUSES

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

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

2. PROHIBITION AGAINST ASSIGNMENT Except for the assignment of its right to receive payments subject to Article 5-A of the State Finance Law, the Contractor selected to perform the services herein are prohibited in accordance with Section 138 of the State Finance Law from assigning, transferring, conveying, subletting or otherwise disposing of its rights, title or interest in the contract without the prior written consent of SUNY and attempts to do so are null and void. Notwithstanding the foregoing, SUNY may, with the concurrence of the New York Office of State Comptroller, waive prior written consent of the assignment, transfer, conveyance, sublease or other disposition of a contract let pursuant to Article XI of the State Finance Law if the assignment, transfer, conveyance, sublease or other disposition is due to a reorganization, merger or consolidation of Contractor's its business entity or enterprise and Contractor so certifies to SUNY. SUNY retains the right, as provided in Section 138 of the State Finance Law, to accept or reject an assignment, transfer, conveyance, sublease or other disposition of the contract, and to require that any Contractor demonstrate its responsibility to do business with SUNY.

3. COMPTROLLER'S APPROVAL. (a) In accordance with Section 112 of the State Finance Law, Section 355 of New York State Education Law, and 8 NYCRR 316, Comptroller's approval is not required for the following contracts: (i) materials; (ii) equipment and supplies, including computer equipment; (iii) motor vehicles; (iv) construction; (v) construction-related services; (vi) printing; and (vii) goods for State University health care facilities, including contracts for goods made with joint or group purchasing arrangements.

(b) Comptroller's approval is required for the following contracts: (i) contracts for services not listed in Paragraph (3)(a) above made by a State University campus or health care facility certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$250,000; (ii) contracts for services not listed in Paragraph (3)(a) above made by a State University campus not certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$50,000; (iii) contracts for services not listed in Paragraph (3)(a) above made by health care facilities not certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$75,000; (iv) contracts whereby the State University agrees to give something other than money, when the value or reasonably estimated value of such consideration exceeds \$10,000; (v) contracts for real property transactions if the contract value exceeds \$50,000; (vi) all other contracts not listed in Paragraph (3)(a) above, if the contract value exceeds \$50,000, e.g. SUNY acquisition of a business and New York State Finance Article 11-B contracts and (vii) amendments for any amount to contracts not listed in Paragraph (3)(a) above, when as so amended, the contract exceeds the threshold amounts stated in Paragraph (b) herein. However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

(c) Any contract that requires Comptroller approval shall not be valid, effective or binding

upon the State University until it has been approved by the Comptroller and filed in the Comptroller's office.

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

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

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

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State

Finance Law, if this contract was awarded based on the submission of competitive bids, Contractor affirms, under penalty of perjury, and each person signing on behalf of Contractor, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief 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 it to SUNY a non-collusive bidding certification on Contractor's behalf.

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

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies 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, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as SUNY and its representatives and entities 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. SUNY 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 SUNY 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, SUNY's or the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

Identification Number(s). Every invoice or New York State Claim for Payment submitted to the State University of New York 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 University of New York 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 State University of New York 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.

(a) In accordance with Section 312 of the Executive Law and 5 NYCRR 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:

(1) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women

are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(2) at SUNY's request, 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

(3) 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.

(b) Contractor will include the provisions of "1", "2" and "3", 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 sub-contractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. SUNY 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, SUNY shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

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

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

18. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods; unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with the approval of the State, otherwise, the bid may not be considered responsive. Under bidder certification, 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 Contractor and any individual or legal entity in which the Contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the Contractor either (a) have 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(5) of the State Finance Law), and shall permit independent monitoring of compliance with such principles.

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

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

NYS Department of Economic Development
Division for Small Business
30 South Pearl St., 7th Floor
Albany, NY 12245
Tel: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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
New York, NY 10017
212-803-2414

email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

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

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to SUNY;

(b) The Contractor has complied with the

Federal Equal Employment 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 Search 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 SUNY may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with SUNY 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 of 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. Contact the NYS Department of Economic Development, Division for Small Business, 30 South Pearl Street, Albany, New York 12245, for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE

THE FOLLOWING PROVISIONS SHALL APPLY ONLY TO THOSE CONTRACTS TO WHICH A HOSPITAL OR OTHER HEALTH SERVICE FACILITY IS A PARTY

27. Notwithstanding any other provision in this contract, the hospital or other health service facility remains responsible for insuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, state and local statutes, rules and regulations. In the foregoing sentence, the word "service" shall be construed to refer to the health care service rendered by the hospital or other health service facility.

28. (a) In accordance with the 1980 Omnibus Reconciliation Act (Public Law 96-499), Contractor hereby agrees that until the expiration of four years after the furnishing of services under this agreement, Contractor shall make available upon written request to the Secretary of Health and Human Services, or upon request, to the Comptroller General of the United States or any of their duly authorized representatives, copies of this contract, books, documents and records of the Contractor that are necessary to certify the nature and extent of the costs hereunder.

(b) If Contractor carries out any of the duties of the contract hereunder, through a subcontract having a value or cost of \$10,000 or more over a twelve-month period, such subcontract shall contain a clause to the effect that, until the expiration of four years after the furnishing of such services pursuant to such subcontract, the subcontractor shall make available upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, copies of the subcontract and books, documents and records of the subcontractor that are necessary to verify the nature and extent of the costs of such subcontract.

(c) The provisions of this section shall apply only to such contracts as are within the definition established by the Health Care Financing Administration, as may be amended or modified from time to time.

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 Section 899-aa; State Technology Law Section 208).

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

24. **PURCHASES OF APPAREL AND SPORTS EQUIPMENT.** In accordance with State Finance Law Section 165(7), SUNY may determine that a bidder on a contract for the purchase of apparel or sports equipment is not a responsible bidder as defined in State Finance Law Section 163 based on (a) the labor standards applicable to the manufacture of the apparel or sports equipment, including employee compensation, working conditions, employee rights to form unions and the use of child labor; or (b) bidder's failure to provide information sufficient for SUNY to determine the labor conditions

applicable to the manufacture of the apparel or sports equipment.

25. **PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 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.

26. **CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.** To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the Contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or SUNY 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 SUNY determines that such action is in the best interests of the State.

EXHIBIT A-1

**STATE UNIVERSITY
OF
NEW YORK**

**AFFIRMATIVE ACTION
CLAUSES**

1. **DEFINITIONS.** The following terms shall be defined in accordance with Section 310 of the Executive Law:

STATE CONTRACT herein referred to as "State Contract", shall mean: (a) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000.00), whereby the State University of New York ("University") is committed to expend or does expend funds in return for labor, services including but not limited to legal, financial and other professional services, supplies, equipment, materials or a combination of the foregoing, to be performed for, or rendered or furnished to the University; (b) a written agreement in excess of one hundred thousand dollars (\$100,000.00) whereby the University is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; and (c) a written agreement in excess of one hundred thousand dollars (\$100,000.00) whereby the University as an 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.

SUBCONTRACT herein referred to as "Subcontract", shall mean any agreement for a total expenditure in excess of \$25,000 providing for services, including non-staffing expenditures, supplies or materials of any kind between a State agency and a prime contractor, in which a portion of the prime contractor's obligation under the State contract is undertaken or assumed by a business enterprise not controlled by the prime contractor.

WOMEN-OWNED BUSINESS ENTERPRISE herein referred to as "WBE", shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (a) at least fifty-one percent (51%) owned by one or more United States citizens or permanent resident aliens who are women; (b) an enterprise in which the ownership interest of such women is real, substantial and continuing; (c) an enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; (d) an enterprise authorized to do business in this state and independently owned and operated; (e) an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a personal net worth that does not exceed three million five hundred thousand dollars (\$3,500,000), as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and (f) an enterprise that is a small business pursuant to subdivision twenty of this section.

A firm owned by a minority group member who is also a woman may be certified as a minority-owned business enterprise, a

women-owned business enterprise, or both, and may be counted towards either a minority-owned business enterprise goal or a women-owned business enterprise goal, in regard to any Contract or any goal, set by an agency or authority, but such participation may not be counted towards both such goals. Such an enterprise's participation in a Contract may not be divided between the minority-owned business enterprise goal and the women-owned business enterprise goal.

MINORITY-OWNED BUSINESS ENTERPRISE herein referred to as "MBE", shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (a) at least fifty-one percent (51%) owned by one or more minority group members; (b) an enterprise in which such minority ownership is real, substantial and continuing; (c) an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; (d) an enterprise authorized to do business in this state and independently owned and operated; (e) an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a personal net worth that does not exceed three million five hundred thousand dollars (\$3,500,000.00), as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and (f) an enterprise that is a small business pursuant to subdivision twenty of this section.

MINORITY GROUP MEMBER shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North America. (d) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian Subcontinent or Pacific Islands.

CERTIFIED ENTERPRISE OR BUSINESS shall mean a business verified as a minority or women-owned business enterprise pursuant to section 314 of the Executive Law. A business enterprise which has been approved by the New York Division of Minority & Women Business Development ("DMWBD") for minority or women-owned enterprise status subsequent to verification that the business enterprise is owned, operated, and controlled by minority group members or women, and that also meets the financial requirements set forth in the regulations.

2. **TERMS.** The parties to the attached State Contract agree to be bound by the following provisions which are made a part hereof (the word "Contractor" herein refers to any party other than the University:

1(a) Contractor and its Subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group

members and women are afforded equal employment opportunities without discrimination. For these purposes, affirmative action 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.

(b) Prior to the award of a State Contract, the Contractor shall submit an equal employment opportunity (EEO) policy statement to the University within the time frame established by the University.

(c) As part of the Contractor's EEO policy statement, the Contractor, as a precondition to entering into a valid and binding State Contract, shall agree to the following in the performance of the State Contract: (i) The Contractor will not discriminate against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State Contracts; (ii) 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; (iii) At the request of the University 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, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(d) Except for construction contracts, prior to an award of a State Contract, the Contractor shall submit to the contracting agency a staffing plan of the anticipated work force to be utilized on the State Contract or, where required, information on the Contractor's total work force, including apprentices, broken down by specified ethnic background, gender, and Federal occupational categories or other appropriate categories specified by the contracting agency. The form of the staffing plan shall be supplied by the contracting agency. If Contractor fails to provide a staffing plan, or in the alternative, a description of its entire work force, the University may reject Contractor's bid, unless Contractor either commits to provide such information at a later date or provides a reasonable justification in writing for its failure to provide the same.

(e) After an award of a State Contract, the Contractor shall submit to the University a workforce utilization report, in a form and manner required by the agency, of the work force actually utilized on the State Contract, broken down by specified ethnic background, gender, and Federal occupational categories or other appropriate categories specified by the University.

(f) The Contractor shall include the provisions of this section in every Subcontract

in such a manner that the requirements of the provisions will be binding upon each Subcontractor as to work in connection with the State Contract, including the requirement that Subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and, when requested, provide to the Contractor information on the ethnic background, gender, and Federal occupational categories of the employees to be utilized on the State Contract.

(g) To ensure compliance with the requirements of this paragraph, the University shall inquire of a Contractor whether the work force to be utilized in the performance of the State Contract can be separated out from the Contractor's and/or Subcontractors' total work force and where the work of the State Contract is to be performed. For Contractors who are unable to separate the portion of their work force which will be utilized for the performance of this State Contract, Contractor shall provide reports describing its entire work force by the specified ethnic background, gender, and Federal Occupational Categories, or other appropriate categories which the agency may specify.

(h) The University may require the Contractor and any Subcontractor to submit compliance reports, pursuant to the regulations relating to their operations and implementation of their affirmative action or equal employment opportunity program in effect as of the date the State Contract is executed.

(i) If a Contractor or Subcontractor does not have an existing affirmative action program, the University may provide to the Contractor or Subcontractor a model plan of an affirmative action program. Upon request, the Director of DMWBD shall provide a contracting agency with a model plan of an affirmative action program.

(j) Upon request, DMWBD shall provide the University with information on specific recruitment sources for minority group members and woman, and contracting agencies shall make such information available to Contractors

2. Contractor must provide the names, addresses and federal identification numbers of certified minority- and women-owned business enterprises which the Contractor intends to use to perform the State Contract and a description of the Contract scope of work which the Contractor intends to structure to increase the participation by Certified minority- and/or women-owned business enterprises on the State Contract, and the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of a State Contract which the Contractor intends to be performed by a certified minority- or woman-owned business enterprise. In the event the Contractor responding to University solicitation is joint venture, teaming agreement, or other similar arrangement that includes a minority- and women owned business enterprise, the Contractor must submit for review and approval: i. the name, address, telephone number and federal identification of each partner or party to the agreement; ii. the federal identification number of the joint venture or entity established to respond to the solicitation, if applicable; iii. A copy of the joint venture, teaming or other similar arrangement which describes the percentage of interest owned by each party to the agreement and the

value added by each party; iv. A copy of the mentor-protégé agreement between the parties, if applicable, and if not described in the joint venture, teaming agreement, or other similar arrangement.

3. PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN. The University shall determine whether Contractor has made conscientious and active efforts to employ and utilize minority group members and women to perform this State Contract based upon an analysis of the following factors:

(a) Whether Contractor established and maintained a current list of recruitment sources for minority group members and women, and whether Contractor provided written notification to such recruitment sources that contractor had employment opportunities at the time such opportunities became available.

(b) Whether Contractor sent letters to recruiting sources, labor unions, or authorized representatives of workers with which contractor has a collective bargaining or other agreement or understanding requesting assistance in locating minority group members and women for employment.

(c) Whether Contractor disseminated its EEO policy by including it in any advertising in the news media, and in particular, in minority and women news media.

(d) Whether Contractor has attempted to provide information concerning its EEO policy to Subcontractors with which it does business or had anticipated doing business.

(e) Whether internal procedures exist for, at a minimum, annual dissemination of the EEO policy to employees, specifically to employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions. Such dissemination may occur through distribution of employee policy manuals and handbooks, annual reports, staff meetings and public postings.

(f) Whether Contractor encourages and utilizes minority group members and women employees to assist in recruiting other employees.

(g) Whether Contractor has apprentice training programs approved by the N.Y.S. Department of Labor which provides for training and hiring of minority group members and women.

(h) Whether the terms of this section have been incorporated into each Subcontract which is entered into by the Contractor.

4. PARTICIPATION BY MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES. Based upon an analysis of the following factors, the University shall determine whether Contractor has made good faith efforts to provide for meaningful participation by minority-owned and women-owned business enterprises which have been certified by DMWBD:

(a) Whether Contractor has actively solicited bids for Subcontracts from qualified M/WBES, including those firms listed on the Directory of Certified Minority and Women-Owned Business Enterprises, and has documented its good faith efforts towards meeting minority and women owned business enterprise utilization plans by providing, copies of solicitations, copies of any advertisements for participation by certified minority- and women-owned business enterprises timely published in appropriate

general circulation, trade and minority- or women-oriented publications, together with the listing(s) and date(s) of the publications of such advertisements; dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the University, with certified minority- and women-owned business enterprises, and the reasons why any such firm was not selected to participate on the project.

(b) Whether Contractor has attempted to make project plans and specifications available to firms who are not members of associations with plan rooms and reduce fees for firms who are disadvantaged.

(c) Whether Contractor has utilized the services of organizations which provide technical assistance in connection with M/WBE participation.

(d) Whether Contractor has structured its Subcontracts so that opportunities exist to complete smaller portions of work.

(e) Whether Contractor has encouraged the formation of joint ventures, partnerships, or other similar arrangements among Subcontractors.

(f) Whether Contractor has requested the services of the Department of Economic Development (DED) to assist Subcontractors' efforts to satisfy bonding requirement.

(g) Whether Contractor has made progress payments promptly to its Subcontractors.

(h) Whether the terms of this section have been incorporated into each Subcontract which is entered into by the Contractor. It shall be the responsibility of Contractor to ensure compliance by every Subcontractor with these provisions.

5. GOALS. (a) GOALS FOR MINORITY AND WOMEN WORK FORCE PARTICIPATION.

(i) The University shall include relevant work force availability data, which is provided by the DMWBD, in all documents which solicit bids for State Contracts and shall make efforts to assist Contractors in utilizing such data to determine expected levels of participation for minority group members and women on State Contracts.

(ii) Contractor shall exert good faith efforts to achieve such goals for minority and women's participation. To successfully achieve such goals, the employment of minority group members and women by Contractor must be substantially uniform during the entire term of this State Contract. In addition, Contractor should not participate in the transfer of employees from one employer or project to another for the sole purpose of achieving goals for minority and women's participation.

(b) GOALS FOR MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES PARTICIPATION. For all State Contracts in excess of \$25,000.00 whereby the University is committed to expend or does expend funds in return for labor, services including but not limited to legal, financial and other professional services, supplies, equipment, materials or a combination of the foregoing or all State Contracts in excess of \$100,000.00 whereby the University is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon, Contractor shall exert good faith efforts to

achieve a participation goal of 13 percent (13 %) for Certified Minority-Owned Business Enterprises and 6 percent (6 %) for Certified Women-Owned Business Enterprises.

6. ENFORCEMENT. The University will be responsible for enforcement of each Contractor's compliance with these provisions. Contractor, and each Subcontractor, shall permit the University access to its books, records and accounts for the purpose of investigating and determining whether Contractor or Subcontractor is in compliance with the requirements of Article 15-A of the Executive Law. If the University determines that a Contractor or Subcontractor may not be in compliance with these provisions, the University may make every reasonable effort to resolve the issue and assist the Contractor or Subcontractor in its efforts to comply with these provisions. If the University is unable to

resolve the issue of noncompliance, the University may file a complaint with the DMWBD.

7. DAMAGES FOR NON COMPLIANCE.

Where the University determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to liquidated damages to the University. Such liquidated damages shall be calculated as an amount equaling the difference between:

a. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and

b. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the University, Contractor shall pay such liquidated damages to the University within sixty (60) days after such damages are assessed, unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the University.

EXHIBIT C

**SUNY
DOWNSTATE
MEDICAL CENTER**

**BUSINESS ASSOCIATE
AGREEMENT**

SUNY DOWNSTATE MEDICAL CENTER BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT is made by and between THE STATE UNIVERSITY OF NEW YORK ("SUNY"), an educational corporation organized and existing under the laws of the State of New York, having its principal offices located at State University Plaza, Albany, New York 12246, acting for and on behalf of

SUNY DOWNSTATE MEDICAL CENTER

"Covered Entity"

with its address at:

**450 Clarkson Avenue
Brooklyn, NY 11203**

Re. Contract Number(s): _____

and

"Business Associate"

with its principal offices at

Street Address

City State Zip

Facsimile Number: _____

Covered Entity and Business Associate, collectively, may hereinafter be referred to as the "Parties," as in the parties to this Agreement.

The Parties have entered into one or more certain agreements (each and together, the "Underlying Agreement") under which the Business Associate uses and/or discloses PHI in its performance of the Services described below. The Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") and the Standards for Security of Electronic Protected Health Information (the "Security Rule") under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") including the 2013 HIPAA Omnibus Rule. This Agreement, in conjunction with the Privacy and Security Rules, sets forth the terms and conditions pursuant to which PHI (electronic and non-electronic) that is created, received, maintained, or transmitted by, the Business Associate from or on behalf of Covered Entity, will be handled between the Business Associate and Covered Entity and with third parties during the term of their Underlying Agreement and after its termination. The Parties agree as follows:

1. PERMITTED USES AND DISCLOSURES OF PHI

1.1 Services. Pursuant to the Underlying Agreement, Business Associate provides services ("Services") for Covered Entity that involve the use and disclosure of PHI. Except as otherwise specified herein,

the Business Associate may make any and all uses of PHI necessary to perform its obligations under the Underlying Agreement. All other uses not authorized by this Agreement are prohibited. Moreover, Business Associate may disclose PHI for the purposes authorized by this Agreement only: (a) to its employees, subcontractors and agents, in accordance with Section 2.1(d), or (b) as otherwise permitted by or as required by the Privacy or Security Rule.

1.2 Business Activities of the Business Associate. Unless otherwise limited herein and if such use or disclosure of PHI would not violate the Privacy or Security Rules if done by the Covered Entity, the Business Associate may:

- (a) use the PHI in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of the Business Associate provided that such uses are permitted under state and federal confidentiality laws;
- (b) disclose the PHI in its possession to third parties for the purpose of its proper management and administration or to fulfill any present or future legal responsibilities of the Business Associate, provided that the Business Associate represents to Covered Entity, in writing, that (i) the disclosures are required by law, as provided for in 45 CFR § 103 or (ii) the Business Associate has received from the third party written assurances regarding its confidential handling of such PHI as required under 45 CFR § 164.504(e)(4) and § 164.314, and the third party notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;
- (c) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

1.3 Business Associate understands and agrees that its access to Protected Health Information stored in databases and information systems at the Covered Entity is subject to review and audit by the Covered Entity or agents of the State of New York at any time, that remote audits of such access may occur at any time, if remote access exists, that on-site audits of such access will be conducted during regular business hours, and that any review or audit may occur with or without prior notice by the Covered Entity.

2. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

2.1 Responsibilities of the Business Associate. With regard to its use and/or disclosure of PHI, the Business Associate hereby agrees to do the following:

- (a) Not use or disclose PHI other than as permitted or required by the Agreement or as required by law;

- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;
- (c) Report, in writing, to Covered Entity within five (5) business days any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware, and cooperate with the Covered Entity in any litigation or breach reporting efforts; this notice shall be deemed sufficient if it is delivered to the Parties at their respective addresses listed above and the Privacy Officer using the following contact information:

SUNY Downstate Medical Center
Office of Compliance & Audit Services
Attn: Privacy Officer
450 Clarkson Ave., Box 1248
Brooklyn, NY 11203

Telephone Number: (718) 270 - 4033
Facsimile Number: (718) 270 - 4312
(Please confirm receipt)

- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- (e) Except as provided in this subsection, ensure that any agent or subcontractor to whom the Business Associate provides PHI, as well as Business Associate, shall not export PHI beyond the borders of the United States of America. If the Business Associate or its agent or subcontractor exports PHI beyond the borders of the United States of America, then, subject to the United States and New York State export control and foreign outsourcing laws, rules and regulations, the Business Associate will provide to Covered Entity prior to such export, a reasonable assurance, evidenced in writing, that the Business Associate, subcontractor, or agent will comply with the privacy and security obligations of Business Associate the set forth either in this Agreement or in applicable law, rules and regulations with respect to such PHI.
- (f) Agrees to provide the Covered Entity, at the Covered Entity's request, a list of all agents and subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate.
- (g) Within five (5) business days of a request from Covered Entity, make available PHI in a designated record set, if applicable, to Covered Entity, as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524.

- (h) Within five (5) business days of a request from Covered Entity, make any amendment(s) to PHI, if applicable, in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526.
- (i) As applicable, maintain and make available the information required to provide an accounting of disclosures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528.
- (j) To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- (k) Upon request, may make its internal practices, books, and records available to the Secretary and to the Covered Entity for purposes of determining compliance with the HIPAA Rules.
- (l) Comply with minimum necessary requirements under the HIPAA Rules.

2.2 Business Associate hereby acknowledges and agrees that Covered Entity has notified Business Associate that Business Associate is required to comply with the confidentiality, Disclosure and re-Disclosure requirements of 10 NYCRR Part 63 to the extent such requirements may be applicable.

2.3 If, in the performance of the Services, Business Associate extends, renews or continues credit to patients or regularly allows patients to defer payment for services including setting up payment plans in connection with one or more covered accounts, as defined at 15 USC 1681m(e)(4), the Business Associate must comply with the Federal Trade Commission's "Red Flag" Rules, if applicable, or develop and implement a written identity theft prevention program designed to identify, detect, mitigate and respond to suspicious activities that could indicate that identity theft has occurred in the Business Associate practice or business.

2.4 Business Associate acknowledges that if Business Associate or any of its agents or subcontractors violate any Security provision as Required By Law specified in subparagraph 2.1(b) above, sections 1176 and 1177 of the Social Security Act 42 USC §1320d-5, 1320d-6 shall apply to Business Associate with respect to such violation in the same manner that such sections apply to Covered Entity if it violates such Security provision, thus resulting in civil or criminal penalties.

2.5 Covered Entity and Business Associate recognize that unsecured PHI may contain the social security numbers, financial account information or driver's license number or non-driver identification card number ("private information" as defined in the New York State Information Security Breach and Notification Act, as amended ("ISBNA"), General Business Law § 889-aa; State Technology Law § 208). Subject to the issue of

interim final regulations by the Secretary and any periodic updates thereof all of which are incorporated by reference in this Agreement, in the event of a Breach of unsecured PHI containing an Individual's private information, Business Associate shall, in addition to notifying Covered Entity as required under in subparagraph 2.1(c), comply with the provisions of the New York State ISBNA. Business Associate shall be liable for the costs associated with such Breach if caused by the Business Associate's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.

3. RESPONSIBILITIES OF COVERED ENTITY.

3.1 With regard to the use and/or disclosure of PHI by the Business Associate, Covered Entity hereby agrees:

- (a) to inform the Business Associate of any limitations in the form of notice of privacy practices that Covered Entity provides to individuals pursuant to 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) to inform the Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose PHI, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (c) to notify the Business Associate, in writing and in a timely manner, of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may impact in any manner the use and/or disclosure of PHI by the Business Associate under this Agreement, except if the Business Associate will use or disclose PHI for (and the Underlying Agreement includes provisions for) data aggregation or management and administration and legal responsibilities of the Business Associate.
- (d) Covered Entity will not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy and Security Rule if done by the Covered Entity.

4. REPRESENTATIONS AND WARRANTIES

4.1 **Mutual Representations and Warranties of the Parties.** Each Party represents and warrants to the other Party:

- (a) that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this Agreement and to perform its obligations hereunder, and that the performance by it of its obligations under this Agreement have been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws.
- (b) that neither the execution of this Agreement, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another

agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance hereunder. Each Party represents and warrants to the other Party that it will not enter into any agreement the execution and/or performance of which would violate or interfere with this Agreement.

- (c) that it is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not currently contemplate filing any such voluntary petition, and is not aware of any claim for the filing of an involuntary petition.
- (d) that all of its employees and members of its workforce, whose services may be used to fulfill obligations under this Agreement are or shall be appropriately informed of the terms of this Agreement and are under legal obligation to each Party, respectively, by contract or otherwise, sufficient to enable each Party to fully comply with all provisions of this Agreement including, without limitation, the requirement that modifications or limitations that Business Associate has agreed to adhere to with regards to the use and disclosure of PHI of any individual that materially affects and/or limits the uses and disclosures that are otherwise permitted under the Standard will be communicated to the Business Associate, in writing, and in a timely fashion.
- (e) that it will reasonably cooperate with the other Party in the performance of the mutual obligations under this Agreement.
- (f) that neither the Party, nor its shareholders, members, directors, officers, agents, employees or members of its workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deferred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (i) the neglect or abuse of a patient, (ii) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (iii) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, state or local government agency, (iv) the unlawful manufacture, distribution, prescription or dispensing of a controlled substance, or (v)

interference with or obstruction of any investigation into any criminal offense.

4.2 Each Party further agrees to notify the other Party immediately after the Party becomes aware that any of the foregoing representation and warranties may be inaccurate or may become incorrect at any time during the term of this Agreement.

5. TERMS AND TERMINATION

5.1 **Term.** The Term of this Agreement shall commence on the Effective Date, and shall terminate on the termination date of the relevant Underlying Agreement or on the date Covered Entity terminates this Agreement for cause as authorized in paragraph 5.2 of this Section, whichever is sooner.

5.2 **Termination for Cause.** Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

5.3 **Obligations of Business Associate upon Termination.** Business Associate agrees to return or destroy all PHI pursuant to 45 CFR § 164.504(e)(2)(i). Prior to doing so, the Business Associate further agrees to recover any PHI in the possession of its subcontractors or agents. If it is not feasible for the Business Associate to return or destroy said PHI, the Business Associate will notify Covered Entity in writing and the Covered Entity may disagree with the Business Associate's determination. Said notification shall include: (a) a statement that the Business Associate has determined that it is not feasible to return or destroy the PHI in its possession, and (b) the specific reasons for such determination. Business Associate further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to the Business Associate's use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible. If it is infeasible for the Business Associate to obtain from a subcontractor or agent any PHI in the possession of the subcontractor or agent, the Business Associate must provide a written explanation to Covered Entity and require such subcontractor or agent to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractor's and/or agent's use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

5.4 **Automatic Termination.** This Agreement will automatically terminate without any further action of the Parties upon the termination or expiration of the Underlying Agreement.

6. CONFIDENTIALITY

6.1 **Confidentiality Obligations.** In the course of performing under this Agreement, each Party may receive, be exposed to or acquire the Confidential Information including but not limited to, all information, data, reports, records, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in any computer data base or computer readable form, as well as any information identified as confidential ("Confidential Information") of the other Party. For purposes of this Agreement, "Confidential Information" shall not include PHI, the security of which is the subject of this Agreement and is provided for elsewhere. The Parties including their employees, agents, representatives and subcontractors: (a) shall not disclose to any third party the Confidential Information of the other Party except as otherwise permitted by this Agreement, (b) only permit use of such Confidential Information by employees, agents, representatives and subcontractors having a need to know in connection with performance under this Agreement, and (c) advise each of their employees, agents, representatives and subcontractors of their obligations to keep such Confidential Information confidential. Notwithstanding anything to the contrary herein, each Party shall be free to use, for its own business purposes, any ideas, suggestions, concepts, know-how or techniques contained in information received from each other that directly relates to the performance under this Agreement. This provision shall not apply to Confidential Information: (d) after it becomes publicly available through no fault of either Party; (e) which is later publicly released by either Party in writing; (f) which is lawfully obtained from third parties without restriction; or (g) which can be shown to be previously known or developed by either Party independently of the other Party.

7. INSURANCE AND INDEMNIFICATION

7.1 **Insurance.** Business Associate will procure and maintain in effect during the term of this Agreement: (a) general liability insurance coverage with minimum limits of \$1 million per occurrence and \$3 million aggregate; and (b) as applicable, professional liability insurance coverage within minimum limits of \$1 million per occurrence and \$3 million in aggregate; and (c) workers' compensation insurance coverage within statutory limits of state law in which Business Associate is located. Upon request, Business Associate shall provide evidence of continuous coverage to Covered Entity.

7.2 **Indemnification.** The Business Associate agrees to indemnify, defend and hold harmless Covered Entity and Covered Entity's employees, trustees, officers, agents and other members of its workforce from any costs, damages, expenses, judgments, losses, and attorney's fees arising from any breach of this Agreement by Business Associate or any of its agents or subcontractors, or arising from any negligent or wrongful acts or omissions of Business Associate or any of its agents or subcontractors, including failure to perform its obligations under the Privacy Rule. The Business

Associate's indemnification obligation shall survive the expiration or termination of this Agreement for any reason.

8. MISCELLANEOUS

8.1 Business Associate. For purposes of this Agreement, Business Associate shall include the named Business Associate herein. However, in the event that the Business Associate is otherwise a Covered Entity under the Privacy or Security Rule, that entity may appropriately designate a health care component of the entity, pursuant to 45 CFR § 164.504(a), as the Business Associate for purposes of this Agreement.

8.2 Survival. The respective rights and obligations of Business Associate and Covered Entity under this Agreement, shall survive termination of this Agreement indefinitely.

8.3 Amendments; Waiver. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

8.4 Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

8.5 No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

8.6 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given above, and/or (other than for the delivery of fees) via facsimile to the facsimile telephone numbers listed above. A copy of any such notice shall also be given in the same manner to the Privacy Officer listed above. Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided.

8.7 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

8.8 Disputes. If any controversy, dispute or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally.

8.9 LIMITATION OF LIABILITY. COVERED ENTITY SHALL NOT BE LIABLE TO BUSINESS ASSOCIATE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES

OF ANY KIND OR NATURE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

8.10 Changes in Law. The Parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws. The Parties further recognize that this Agreement may become subject to amendments in such laws and regulations and to new legislation. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the Parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the Parties agree to use their best efforts to modify in an executed written agreement the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement within thirty (30) days of receipt of notice from one Party to the other Party setting forth the proposed changes. If the Parties fail to so modify this Agreement, then either Party may, by giving the other an additional sixty (60) days written notice, terminate this Agreement, unless this Agreement would terminate earlier by its terms. In the event amendments or changes in existing law, general instructions, or new legislation, rules, regulations, or decisional law preclude or substantially preclude a contractual relationship between the Parties similar to that expressed in this Agreement, then, under such circumstances, where renegotiation of the applicable terms of this Agreement would be futile, either Party may provide the other at least sixty (60) days advance written notice of termination of this Agreement, unless this Agreement would terminate earlier by its terms. Upon termination of this Agreement as hereinabove provided, neither Party shall have any further obligation hereunder except for (a) obligations occurring prior to the date of termination, and (b) obligations, promises or covenants contained herein which are expressly made and intended either to arise upon the termination of this Agreement or to extend beyond the term of this Agreement.

8.11 Construction of Terms. The terms of this Agreement shall be construed in light of any applicable interpretation or guidance on HIPAA and/or the Privacy Rule issued by the Department of Health and Human Services of the Office of Civil Rights from time to time.

8.12 Contradictory Terms. Any provision of the Underlying Agreement that is directly contradictory to one or more terms of this Agreement ("Contradictory Term") shall be superseded by the terms of this Agreement as of the Effective Date of this Agreement to the extent and only to the extent of the contradiction, only for the purpose of the Covered Entity's compliance with the Privacy Rule and only to the extent that it is reasonably impossible to comply with both the Contradictory Term and the terms of this Agreement.

9/9/13

8.13 **Governing Law.** This Agreement and any Underlying Agreement shall be governed by New York law notwithstanding any conflicts of law provisions to the contrary.

9. DEFINITIONS.

9.1 The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, PHI, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

9.2 Specific definitions include:

- (a) **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean the Party identified as the Business Associate above.
- (b) **Covered Entity.** "Covered Entity" shall generally have the same meaning as the term "Covered Entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Party identified as the Covered Entity above.
- (c) **HIPAA Rules.** "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- (d) **Electronic Protected Health Information or Electronic PHI.** "Electronic PHI" shall mean PHI which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.
- (e) **Privacy Officer.** "Privacy Officer" shall have the meaning as set out in its definition at 45 CFR § 164.530(a)(1) as such provision is currently drafted and as it is subsequently updated, amended or revised, and in reference to this Agreement, shall mean the person identified as the Privacy Officer above.
- (f) **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164.
- (g) **Security Rule.** "Security Rule" shall mean the Standards for Security of Electronic Protected Health Information at 45 CFR Parts 160, 162, and 164.
- (h) A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.

THE STATE UNIVERSITY OF NEW YORK on behalf of
COVERED ENTITY

By: _____

Print Name: _____

Print Title: _____

Date: _____

Contract Number/Purchase Order Number: _____

BUSINESS ASSOCIATE

By: _____

Print Name: _____

Print Title: _____

Date: _____

EXHIBIT D

**SUNY
DOWNSTATE
MEDICAL CENTER**

**COMPLIANCE
WITH
DEFICIT REDUCTION ACT**

EXHIBIT

SUNY Downstate Medical Center: Compliance with Deficit Reduction Act of 2005

SUNY Downstate Medical Center Health Science Center at Brooklyn (DMC) is committed to conducting business in compliance with all applicable laws. To this end, we have an extensive Compliance Program in place to be followed by all employees and certain persons or entities with which we have contractual agreements.

As a participant in the Medicaid Program, we are obligated to comply with the terms and requirements of the Deficit Reduction Act of 2005 (DRA). In accordance with the DRA, we have adopted written policies for all employees that provide detailed information about the Federal & New York False Claims Acts, the Program Fraud Civil Remedies Act, other relevant state laws, the whistleblower protections under such laws and DMC's policies for detecting and preventing waste, fraud and abuse.

The DRA also requires that we provide this information to all contractors and agents for your adoption. Accordingly, we are providing you with this exhibit which contains information regarding the applicable laws, as well as our Compliance Program which sets forth, in detail, our compliance policies and procedures for detecting and preventing fraud, waste and abuse. In addition, DMC has a Code of Ethics & Business Conduct that outlines the expected legal and ethical conduct of its personnel.

Please note that the Compliance Program and related materials are living documents that are subject to change as new regulations become effective and as policies & procedures are revised. In order to ensure that you are utilizing the most up-to-date version, you may always access our Compliance materials on our website at www.downstate.edu/compliance.

DMC has established a 24/7 Compliance Line as a mechanism for reporting activities, confidentially and anonymously, that may involve ethical violations or criminal conduct:

DMC COMPLIANCE LINE:

877-349-SUNY (telephone report)
OR

"COMPLIANCE LINE" link on the bottom of DMC's web-page;
www.downstate.edu (web report)

DMC has a no tolerance policy for employees, agents, or vendors who are involved in any unlawful activity. To that end, we expect that you share our goals of eradicating fraud and abuse and, therefore, will comply with your obligations under the DRA.

The following is a summary of the Federal & New York False Claims Acts, the Program Fraud Civil Remedies Act and other relevant State laws as posted on the Office of Medicaid Inspector General's Provider Compliance website:
http://www.omig.state.ny.us/data/images/stories/relevant_fca_statutes_122209.pdf

I. FEDERAL LAWS

1) Federal False Claims Act (31 USC §§3729-3733)

The False Claims Act ("FCA") provides, in pertinent part, as follows:

§ 3729. False claims

(a) Liability for certain acts. —

(1) In general.—Subject to paragraph (2), any person who—

- (A) knowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval;
- (B) knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim;
- (C) conspires to commit a violation of subparagraph (A), (B), (D), (E), (F), or (G);
- (D) has possession, custody, or control of property or money used, or to be used, by the Government and knowingly delivers, or causes to be delivered, less than all of that money or property;
- (E) is authorized to make or deliver a document certifying receipt of property used, or to be used, by the Government and, intending to defraud the Government, makes or delivers the receipt without completely knowing that the information on the receipt is true;
- (F) knowingly buys, or receives as a pledge of an obligation or debt, public property from an officer or employee of the

Government, or a member of the Armed Forces, who lawfully may not sell or pledge property, or

- (G) knowingly makes, uses, or causes to be made or used, a false record or statement material to an obligation to pay or transmit money or property to the Government, or knowingly and improperly avoids or decreases an obligation to pay or transmit money or property to the Government, is liable to the United States Government for a civil penalty of not less than \$5,000 and not more than \$10,000, as adjusted by the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. 2461) note; Public Law 104-410, plus 3 times the amount of damages which the Government sustains because of the act of that person.

(2) Reduced damages.—If the court finds that—

- (A) the person committing the violation of this subsection furnished officials of the United States responsible for investigating false claims violations with all information known to such person about the violation within 30 days after the date on which the defendant first obtained the information;
- (B) such person fully cooperated with any Government investigation of such violations; and
- (C) at the time such person furnished the United States with the information about the violation, no criminal prosecution, civil action, or administrative action had commenced under this title with respect to such violation, and the person did not have actual knowledge of the existence of an investigation into such violation, the court may assess not less than 2 times the amount of damages which the Government sustains because of the act of that person.

- (3) Costs of civil actions.—A person violating this subsection shall also be liable to the United States Government for the costs of a civil action brought to recover any such penalty or damages.

EXHIBIT

(b) Definitions.—For purposes of this section—

(1) the terms "knowing" and "knowingly" —

(A) mean that a person, with respect to the information—

- (i) has actual knowledge of the information;
- (ii) acts in deliberate ignorance of the truth or falsity of the information; or
- (iii) acts in reckless disregard of the truth or falsity of the information; and

(B) require no proof of specific intent to defraud;

(2) the term "claim" —

(A) means any request or demand, whether under a contract or otherwise, for money or property and whether or not the United States has title to the money or property, that—

- (i) is presented to an officer, employee, or agent of the United States; or
- (ii) is made to a contractor, grantee, or other recipient, if the money or property is to be spent or used on the Government's behalf or to advance a Government program or interest, and if the United States Government—
 - (I) provides or has provided any portion of the money or property requested or demanded; or
 - (II) will reimburse such contractor, grantee, or other recipient for any portion of the money or property which is requested or demanded; and

(B) does not include requests or demands for money or property that the Government has paid to an individual as compensation for Federal employment or as an income subsidy with no restrictions on that individual's use of the money or property;

(3) the term "obligation" means an established duty, whether or not fixed, arising from an express or implied contractual,

grantor-grantee, or licensor-licensee relationship, from a fee-based or similar relationship, from statute or regulation, or from the retention of any overpayment; and

(4) the term "material" means having a natural tendency to influence, or be capable of influencing, the payment or receipt of money or property.

(c) Exemption from disclosure.—Any information furnished pursuant to subsection (a)(2) shall be exempt from disclosure under section 552 of title 5.

(d) Exclusion.—This section does not apply to claims, records, or statements made under the Internal Revenue Code of 1986.

While the False Claims Act imposes liability only when the claimant acts "knowingly," it does not require that the person submitting the claim have actual knowledge that the claim is false. A person who acts in reckless disregard or in deliberate ignorance of the truth or falsity of the information, also can be found liable under the Act. 31 U.S.C. 3729(b).

In sum, the False Claims Act imposes liability on any person who submits a claim to the federal government, or submits a claim to entities administering government funds, that he or she knows (or should know) is false. An example may be a physician who submits a bill to Medicare for medical services she knows she has not provided. The False Claims Act also imposes liability on an individual who may knowingly submit a false record in order to obtain payment from the government. An example of this may include a government contractor who submits records that he knows (or should know) are false and that indicate compliance with certain contractual or regulatory requirements. The third area of liability includes those instances in which someone may obtain money from the federal government to which he may not be entitled, and then uses false statements or records in order to retain the money. An example of this so-called "reverse false claim" may include a hospital which obtains interim payments from Medicare or Medicaid throughout the year, and then knowingly files a false cost report at the end of the year in

order to avoid making a refund to the Medicare or Medicaid program.

In addition to its substantive provisions, the FCA provides that private parties may bring an action on behalf of the United States. 31 U.S.C. 3730 (b). These private parties, known as "qui tam relators," may share in a percentage of the proceeds from an FCA action or settlement.

Section 3730(d)(1) of the FCA provides, with some exceptions, that a qui tam relator, when the Government has intervened in the lawsuit, shall receive at least 15 percent but not more than 25 percent of the proceeds of the FCA action depending upon the extent to which the relator substantially contributed to the prosecution of the action. When the Government does not intervene, section 3730(d)(2) provides that the relator shall receive an amount that the court decides is reasonable and shall not be less than 25 percent and not more than 30 percent.

3. Administrative Remedies for False Claims (31 USC Chapter 38, §§ 3801 – 3812)

This statute allows for administrative recoveries by federal agencies. If a person submits a claim that the person knows is false or contains false information, or omits material information, the agency receiving the claim may impose a penalty of up to \$5,000 for each claim. The agency may also recover twice the amount of the claim.

Unlike the False Claims Act, a violation of this law occurs when a false claim is submitted rather than when it is paid. Also unlike the False Claims Act, the determination of whether a claim is false and the imposition of fines and penalties is made by the administrative agency, not by prosecution in the federal court system.

II. NEW YORK STATE LAWS

New York State False Claim Laws fall under the jurisdiction of both New York's civil and administrative laws, as well as its criminal laws. Some apply to recipient false claims and some apply to provider false claims. The majority of these statutes are specific to healthcare or Medicaid. Yet, some of the "common law" crimes apply to areas of interaction with the government and so, are

applicable to health care fraud and will be listed in this section.

A. CIVIL AND ADMINISTRATIVE LAWS

1) New York False Claims Act (State Finance Law §§187-194)

The New York False Claims Act is similar to the Federal False Claims Act. It imposes penalties and fines upon individuals and entities who knowingly file false or fraudulent claims for payment from any state or local government, including health care programs such as Medicaid. It also has a provision regarding reverse false claims similar to the federal FCA such that a person or entity will be liable in those instances in which the person obtains money from a state or local government to which he may not be entitled and then uses false statements or records in order to retain the money.

The penalty for filing a false claim is six to twelve thousand dollars per claim plus three times the amount of the damages which the state or local government sustains because of the act of that person. In addition, a person who violates this act is liable for costs, including attorneys' fees, of a civil action brought to recover any such penalty.

The Act allows private individuals to file lawsuits in state court, just as if they were state or local government parties, subject to various possible limitations imposed by the NYS Attorney General or a local government. If the suit eventually concludes with payments back to the government, the person who started the case can recover twenty-five to thirty percent of the proceeds if the government did not participate in the suit, or fifteen to twenty-five percent if the government did participate in the suit.

2) Social Services Law, Section 145-b - False Statements

It is a violation to knowingly obtain or attempt to obtain payment for items or services furnished under any Social Service program, including Medicaid, by use of a false statement, deliberate concealment or other fraudulent scheme or device. The state or local Social Services district may recover three times the amount incorrectly paid. In addition, the Department of Health may impose a civil penalty of up to ten thousand dollars per violation. If repeat violations occur within five

EXHIBIT

years, a penalty of up to thirty thousand dollars per violation may be imposed if the repeat violations involve more serious violations of Medicaid rules, billing for services not rendered, or providing excessive services.

3) Social Services Law, Section 145-c - Sanctions

If any person applies for or receives public assistance, including Medicaid, by intentionally making a false or misleading statement, or intending to do so, the needs of the individual or that of his family shall not be taken into account for the purpose of determining his or her needs or that of his family for six months if a first offense, for twelve months if a second offense (or if benefits wrongfully received are at least one thousand dollars but not more than three thousand nine hundred dollars), for eighteen months if a third offense (or if benefits wrongfully received are in excess of three thousand nine hundred dollars), and five years for any subsequent occasion of any such offense.

B. CRIMINAL LAWS

1) Social Services Law, Section 145 - Penalties

Any person who submits false statements or deliberately conceals material information in order to receive public assistance, including Medicaid, is guilty of a misdemeanor.

2) Social Services Law, Section 366-b - Penalties for Fraudulent Practices

- a. Any person who obtains or attempts to obtain, for himself or others, medical assistance by means of a false statement, concealment of material facts, impersonation or other fraudulent means is guilty of a class A misdemeanor.
- b. Any person who, with intent to defraud, presents for payment a false or fraudulent claim for furnishing services, knowingly submits false information to obtain greater Medicaid compensation, or knowingly submits false information in order to obtain authorization to provide items or services is guilty of a class A misdemeanor.

3) Penal Law Article 155 - Larceny

The crime of larceny applies to a person who, with intent to deprive another of his property, obtains, takes or withholds the property by means of trick, embezzlement, false pretense, false promise, including a scheme to defraud, or other similar behavior. This statute has been applied to Medicaid fraud cases.

- a. Fourth degree grand larceny involves property valued over \$1,000. It is a class E felony.
- b. Third degree grand larceny involves property valued over \$3,000. It is a class D felony.
- c. Second degree grand larceny involves property valued over \$50,000. It is a class C felony.
- d. First degree grand larceny involves property valued over \$1 million. It is a class B felony.

4) Penal Law Article 175 - False Written Statements

Four crimes in this Article relate to filing false information or claims and have been applied in Medicaid fraud prosecutions:

- a. §175.05 - Falsifying business records involves entering false information, omitting material information or altering an enterprise's business records with the intent to defraud. It is a class A misdemeanor.
- b. §175.10 - Falsifying business records in the first degree includes the elements of the §175.05 offense and includes the intent to commit another crime or conceal its commission. It is a class E felony.
- c. §175.30 - Offering a false instrument for filing in the second degree involves presenting a written instrument, including a claim for payment, to a public office knowing that it contains false information. It is a class A misdemeanor.
- d. §175.35 - Offering a false instrument for filing in the first degree includes the elements of the second degree offense and must include an intent to defraud the state or a political subdivision. It is a class E felony.

5) Penal Law Article 176 - Insurance Fraud

This law applies to claims for insurance payments, including

EXHIBIT

Medicaid or other health insurance, and contains six crimes

- a. Insurance Fraud in the 5th degree involves intentionally filing a health insurance claim knowing that it is false. It is a class A misdemeanor.
- b. Insurance fraud in the 4th degree is filing a false insurance claim for over \$1,000. It is a class E felony.
- c. Insurance fraud in the 3rd degree is filing a false insurance claim for over \$3,000. It is a class D felony.
- d. Insurance fraud in the 2nd degree is filing a false insurance claim for over \$50,000. It is a class C felony.
- e. Insurance fraud in the 1st degree is filing a false insurance claim for over \$1 million. It is a class B felony.
- f. Aggravated insurance fraud is committing insurance fraud more than once. It is a class D felony.

6) Penal Law Article 177 – Health Care Fraud

This statute, enacted in 2006, applies to health care fraud crimes. It was designed to address the specific conduct by health care providers who defraud the system including any publicly or privately funded health insurance or managed care plan or contract, under which any health care item or service is provided. Medicaid is considered to be a single health plan under this statute.

This law primarily applies to claims by providers for insurance payment, including Medicaid payment, and it includes six crimes.

- a. Health care fraud in the 5th degree – A person is guilty of this crime when, with intent to defraud a health plan, he or she knowingly and willfully provides materially false information or omits material information for the purpose of requesting payment from a health plan. This is a class A misdemeanor.
- b. Health care fraud in the 4th degree – A person is guilty of this crime upon filing such false claims on more than one occasion and annually receives more than three thousand dollars. This is a class E felony.
- c. Health care fraud in the 3rd degree – A person is guilty of this crime upon filing such false claims on more than one occasion and annually receiving over ten thousand dollars. This is a class D felony.

- d. Health care fraud in the 2nd degree – A person is guilty of this crime upon filing such false claims on more than one occasion and annually receiving over fifty thousand dollars. This is a class C felony.
- e. Health care fraud in the 1st degree – A person is guilty of this crime upon filing such false claims on more than one occasion and annually receiving over one million dollars. This is a class B felony.

III. WHISTLEBLOWER PROTECTION

1) Federal False Claims Act (31 U.S.C. §3730(h))

The Federal False Claims Act provides protection to *qui tam* relators (individuals who commence a False Claims action) who are discharged, demoted, suspended, threatened, harassed, or in any other manner discriminated against in the terms and conditions of their employment as a result of their furtherance of an action under the FCA. 31 U.S.C. 3730(h). Remedies include reinstatement with comparable seniority as the *qui tam* relator would have had but for the discrimination, two times the amount of any back pay, interest on any back pay, and compensation for any special damages sustained as a result of the discrimination, including litigation costs and reasonable attorneys' fees.

2) New York State False Claims Act (State Finance Law §191)

The New York State False Claims Act also provides protection to *qui tam* relators (individuals who commence in a False Claims action) who are discharged, demoted, suspended, threatened, harassed, or in any other manner discriminated against in the terms and conditions of their employment as a result of their furtherance of an action under the Act. Remedies include reinstatement with comparable seniority as the *qui tam* relator would have had but for the discrimination, two times the amount of any back pay, interest on any back pay, and compensation for any special damages sustained as a result of the discrimination, including litigation costs and reasonable attorneys' fees.

3) New York State Labor Law, Section 740

An employer may not take any retaliatory action against an employee if the employee discloses information about the employer's policies, practices or activities to a regulatory, law enforcement or other similar agency or public official. Protected disclosures are those that assert that the employer is in violation of the law that creates a substantial and specific danger to the public health and safety or which constitutes health care fraud under Penal Law §177 (knowingly filing, with intent to defraud, a claim for payment that intentionally has false information or omissions). The employee's disclosure is protected only if the employee first brought up the matter with a supervisor and gave the employer a reasonable opportunity to correct the alleged violation. If an employer takes a retaliatory action against the employee, the employee may sue in state court for reinstatement to the same, or an equivalent position, any lost back wages and benefits and attorneys' fees. If the employer is a health provider and the court finds that the employer's retaliatory action was in bad faith, it may impose a civil penalty of \$10,000 on the employer.

4) New York State Labor Law, Section 741

A health care employer may not take any retaliatory action against an employee if the employee discloses certain information about the employer's policies, practices or activities to a regulatory, law enforcement or other similar agency or public official. Protected disclosures are those that assert that, in good faith, the employee believes constitute improper quality of patient care. The employee's disclosure is protected only if the employee first brought up the matter with a supervisor and gave the employer a reasonable opportunity to correct the alleged violation, unless the danger is imminent to the public or patient and the employee believes in good faith that reporting to a supervisor would not result in corrective action. If an employer takes a retaliatory action against the employee, the employee may sue in state court for reinstatement to the same, or an equivalent position, any lost back wages and benefits and attorneys' fees. If the employer is a health care provider and the court finds that the employer's retaliatory action was in bad faith, it may impose a civil penalty of \$10,000 on the employer.

REFERENCE FORM

RFP #Q14-06
RESTRUCTURING CONSULTANT SERVICES

REFERENCEFORM*

*At least three (3) references are required. Please use a separate Reference Form for each reference you provide.

Bidder Firm/Name: _____

CUSTOMER FOR WHICH SERVICES WERE PERFORMED:

CUSTOMER ADDRESS:

CONTRACT TERM DATES:

SCOPE OF SERVICES PERFORMED FOR CUSTOMER (Please attaché additional sheets if necessary):

NUMBER OF CONSULTANTS ASSIGNED TO PROJECT:

ESTIMATED VALUE OF CONTRACT:

NUMBER OF BEDS:

Reference:

CONTACT NAME AND TITLE:

CONTACT INFORMATION (TELEPHONE NUMBER, EMAIL ADDRESS):

**STATE FINANCE LAW
SECTIONS
139j AND 139k**

FORMS A, B AND C

FORM A

Summary: Policy and Procedure of the State University of New York Relating to State Finance Law §§139-j and 139-k

State Finance Law §§139-j and 139-k, enacted by Ch. 1 L. 2005, as amended by Ch. 596 L. 2005, effective January 1, 2006, regulate lobbying on government procurement, including procurements by State University to obtain commodities and services and to undertake real estate transactions.

Generally, the law restricts communications between a potential vendor or a person acting on behalf of the vendor, including its lobbyist, to communications with the officers and employees of the procuring agency designated in each solicitation to receive such communications. Further, the law prohibits a communication (a "Contact") which a reasonable person would infer as an attempt to unduly influence the award, denial or amendment of a contract. These restrictions apply to each contract in excess of \$15,000 during the "restricted period" (the time commencing with the earliest written notice of the proposed procurement and ending with the later of approval of the final contract by the agency, or, if applicable, the State Comptroller). The agency must record all Contacts, and, generally, must deny an award of contract to a vendor involved in a knowing and willful Contact. Each agency must develop guidelines and procedures regarding Contacts and procedures for the reporting and investigation of Contacts. The agency's procurement record must demonstrate compliance with these new requirements.

Accordingly, neither a potential vendor nor a person acting on behalf of the vendor should contact any individual at State University other than the person designated in this solicitation as State University's Designated Contact, nor attempt to unduly influence award of the contract. State University will make a record of all Contacts, and such records of Contact will become part of the procurement record for this solicitation. A determination that a vendor or a person acting on behalf of the vendor has made intentionally a Contact or provided inaccurate or incomplete information as to its past compliance with State Finance Law §§139-j and 139-k is likely to result in denial of the award of contract under this solicitation. Additional sanctions may apply.

A complete copy of the State University of New York Procurement Lobbying Policy and Procedure is available for review at www.suny.info/policies.

FORM B

Affirmation with respect to State Finance Law §§139-j and 139-k

A complete copy of the State University of New York Procurement Lobbying Policy and Procedure is available for review at www.suny.info/policies.

Procurement Description/ID No.:

Offeror **AFFIRMS** that it has reviewed and understands the Policy and Procedure of the State University of New York, relating to State Finance Law §§139-j and 139-k, and agrees to comply with State University's procedure relating to Contacts with respect to this procurement.

Name of Offeror:

Address:

Person Submitting Form:

Signature: _____

Name: _____

Title: _____

FORM C

Disclosure and Certification with respect to State Finance Law §§139-j and 139-k

Procurement Description/ID No.:

1. Has a Governmental Entity, as defined in State Finance Law §139-j(1)(a), made a determination of non-responsibility with respect to the Offeror within the previous four years where such finding was due to a violation of State Finance Law §139-j or the intentional provision of false or incomplete information with respect to previous determinations of no responsibility?

No ____
Yes ____

If yes, provide the following details:

Governmental Entity which made the finding:

Date of finding:

Basis of finding:

2. Has a Governmental Entity terminated or withheld a procurement contract with the Offer because of violations of State Finance Law §139-j or the intentional provision of false or incomplete information with respect to previous determinations of non-responsibility?

No ____
Yes ____

If yes, identify the following:

Governmental Entity which terminated the contract:

Date of contract termination or withholding:

Identify the related procurement contract:

SUNY Downstate Medical Center reserves the right to terminate this contract in the event it is found that the certification filed by the Offeror in accordance with New York State Finance Law Section 139-k was intentionally false or intentionally incomplete. Upon such finding, the Governmental Entity may exercise its termination right by providing written notification to the Offeror in accordance with the written notification terms of this contract.

Offeror **CERTIFIES** that all information provided by Offeror with respect to its compliance with State Finance Law §§139-j and 139-k is complete, true and accurate.

Name of Offeror:

Address:

Signature of Person Submitting Form: _____

Name:

Title:

Date:

**VENDOR'S
AFFIRMATION
OF
UNDERSTANDING**

**VENDOR'S AFFIRMATION
OF
UNDERSTANDING AND ADHERENCE
Re: Procurement #Q14-06
Restructuring Consulting Services**

Page 1 of 2

Pursuant to State Finance Law §§139-j and 139-k (the "Procurement Lobbying Law"), this solicitation includes and imposes certain restrictions on communications between a Governmental Entity and an offeror during the procurement process. An offeror/bidder is restricted from making contacts from the earliest notice of intent to solicit offers through final contract award and approval of the contract by the SUNY Downstate Medical Center and, if applicable, the Office of the State Comptroller ("restricted period") to other than designated staff, except as otherwise specified under the Procurement Lobbying Law (see State Finance Law 139-j(3)(a)). Designated staff, as of the date hereof, is identified below. SUNY Downstate Medical University employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the offeror/bidder pursuant to the Procurement Lobbying Law. Certain findings of non-responsibility may result in rejection for contract award. In the event of two findings within a four year period, the offeror/bidder may be debarred from obtaining governmental procurement contracts. Further information about these requirements can be found on the following website:
<http://www.ogs.state.ny.us/purchase/AboutPSG.asp>

All contacts and/or inquires regarding this procurement, be they oral, written or electronic, commencing with the earliest written notice, advertisement, or solicitation and ending with the final contract award and approval by SUNY Downstate Medical Center University and, where applicable, the Office of the State Comptroller shall be directed **only** to the following two persons:

Martin J. Deane
Assistant Vice President for Materials Management
Marty.Deane@Downstate.edu
Phone: 718-270-3199

OR

Maureen Crystal
Director of Contracts
Maureen.Crystal@Downstate.edu
Phone: 718-270-1976

**VENDOR'S AFFIRMATION
OF
UNDERSTANDING AND ADHERENCE
Re: Procurement #Q14-06
Restructuring Consulting Services**

Page 2 of 2

The vendor must affirm its understanding of, and adherence to, this policy by completing, signing and returning this Affirmation of Understanding and Adherence **with its proposal**. This signed Affirmation will become part of any contract that may be awarded to the Vendor pursuant to Procurement #Q14-06. This policy provides that if a member, officer or employee of a governmental entity becomes aware that an offeror/bidder has violated the permissible contacts provisions of the State Finance Law 139-j and 139-k, said person shall immediately notify the Ethics Officer, Inspector General, or other official of the procuring governmental entity for investigation. **Any vendor that fails to comply with this provision may have its proposal disqualified from consideration hereunder.**

Affirmation of Understanding and Adherence

I _____, _____ (print name and title) hereby affirm that _____ understands and agrees to comply with SUNY Downstate Medical Center's procedure relating to permissible contacts during a governmental procurement, and certify that all information provided by _____ (offeror/bidder entity) to SUNY Downstate Medical Center is complete, true and accurate.

Signature

Title

Date

FORM
ST-220-CA



New York State Department of Taxation and Finance

Contractor Certification to Covered Agency**ST-220-CA**
(6/06)

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

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

Contractor name				For covered agency use only Contract number or description	
Contractor's principal place of business		City	State	ZIP code	
Contractor's mailing address (if different than above)					
Contractor's federal employer identification number (EIN)			Contractor's sales tax ID number (if different from contractor's EIN)		
			\$		
Contractor's telephone number		Covered agency name			
Covered agency address					Covered agency telephone number

I, _____, hereby affirm, under penalty of perjury, that I am _____
(name) (title)

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

(Mark an X in only one box)

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

☐ The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____
(insert contract number or description)

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

Sworn to this _____ day of _____, 20 _____

(sign before a notary public)

(title)

Instructions**General information**

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

If you have questions, please call our information center at 1 800 688-2931.

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

When to complete this form

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

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

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

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF _____ }

SS.:

COUNTY OF _____ }

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

Town of _____,

County of _____,

State of _____; and further that:

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

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

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

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

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

Notary Public

Registration No. _____

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 476, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

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

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

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

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

Need help?



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



Fax-on-demand forms:

1 800 748-3676



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

1 800 698-2931

To order forms and publications:

1 800 462-8100

From areas outside the U.S. and outside Canada:

(518) 485-6800

Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only):

1 800 634-2110



Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1283.

FORM
ST-220-TD



New York State Department of Taxation and Finance

Contractor Certification

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

ST-220-TD
(6/06)

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

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

General information

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

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

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

Mail completed form to:

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

Privacy notification

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


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

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


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

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

Need help?

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

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


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

To order forms and publications: 1 800 462-8100

Sales Tax Information Center: 1 800 698-2909

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

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

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

I, _____, hereby affirm, under penalty of perjury, that I am _____
(name) (title)

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

Make only one entry in each section below.

Section 1 — Contractor registration status

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

Section 2 — Affiliate registration status

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

Section 3 — Subcontractor registration status

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

Sworn to this _____ day of _____, 20 _____

(sign before a notary public)

(title)

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

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

[illegible]

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

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

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

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

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

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

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF _____ }
COUNTY OF _____ } SS.:

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

Town of _____,

County of _____,

State of _____; and further that:

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

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

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

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

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

Notary Public

Registration No. _____

FORM A:

**STATE CONSULTANT SERVICES
CONTRACTOR'S PLANNED
EMPLOYMENT
FROM
CONTRACT START DATE THROUGH
END OF CONTRACT TERM**

Date Contract Approved:

**State Consultant Services - Contractor's Planned Employment
From Contract Start Date Through The End Of The Contract Term**

State Agency Name: SUNY Downstate Medical Center	Agency Code: 3320218
Contractor Name:	Contract Number:
Contract Start Date: / /	Contract End Date: / /

[illegible]

Page of



STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER

**PROCUREMENT AND
DISBURSEMENT GUIDELINES**

BULLETIN:	G-226
SUBJECT:	Consultant Disclosure Legislation
DATE:	December 5, 2006 (updated)

Purpose: The purpose of this bulletin is to explain new reporting requirements related to Chapter 10 of the Laws of 2006 and to provide forms to be used to submit the necessary information in a uniform format.

Chapter 10 of the Laws of 2006 amends State Finance Law §§ 8 and 163¹ by requiring:

1. That the Office of the State Comptroller (OSC) include in the Consulting Services Report it compiles annually on contracts issued by State agencies for consulting services during the previous fiscal year, certain additional information on employees providing services under such contracts;
2. That contractors annually report certain employment information to the contracting agency, the Department of Civil Service (DCS) and OSC; and
3. That OSC include such employment information in the Procurement Stewardship Act Report it compiles annually.²

The new legislation takes effect on June 19, 2006.

State Contractors

Employment

Information:

As a result of these changes in law, State contractors will be required to disclose, by employment category, the number of persons employed to provide services under a contract for consulting services, the number of hours worked and the amount paid to the contractor by the State as compensation for work performed by these employees. This will include information on any persons working under any subcontracts with the State contractor.

**Contracts for
Consulting
Services:**

Chapter 10 of the Laws of 2006 expands the definition of contracts for consulting services to include any contract entered into by a State agency for analysis, evaluation, research, training, data processing, computer



STATE OF NEW YORK
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programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services.

**Initial Report
Requirements:**

State Finance Law § 8 (subd 17) requires that OSC report to the Legislature on contracts for consulting services that were issued by State agencies during the previous fiscal year. The new legislation requires that OSC include in the Consulting Services Report the employment information described above.

To enable compliance with the law, State agencies must include in the Procurement Record submitted to OSC for new consultant contracts, the State Consultant Services Contractor's Planned Employment From Contract Start Date Through the End of the Contract Term (Form A attached to this bulletin). The completed form must include information for all employees providing service under the contract whether employed by the contractor or a subcontractor. Please note that the form captures the necessary planned employment information prospectively from the start date of the contract through the end of the contract term.

State agencies may incorporate the Form A into new solicitations for consulting services in order to provide notice to potential contractors that the contractor selected may be required to complete the form.

It is important to note that regardless of a contract's payment methodology (for example, deliverable based payment or lump sum payments), an agency must structure the procurement/contract to be able to ascertain and report the required data.

State agencies should begin to submit Form A as part of the Procurement Record for new consulting services contracts as soon as possible. In order to allow sufficient time for State agencies to implement the new requirements, submission of a completed Form A will be required for OSC approval of new contracts for consulting services received by OSC



STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER

**PROCUREMENT AND
DISBURSEMENT GUIDELINES**

BULLETIN:	G-226
SUBJECT:	Consultant Disclosure Legislation
DATE:	December 5, 2006 (updated)

for approval on or after July 17, 2006, except in extraordinary circumstances as determined in the sole discretion of OSC:

**Annual Report
Requirements:**

Chapter 10 of the Laws of 2006 mandates that State agencies must now require State contractors to report annually on the employment information described above, including work performed by subcontractors. The legislation mandates that the annual employment reports are to be submitted by the contractor to the contracting agency, to OSC and to the Department of Civil Service. OSC must include the employment information in the Procurement Stewardship Act Report. State Finance Law § 163 (subd 14) requires that OSC annually report to the State Procurement Council, the Governor and the Legislature on active procurement contracts above \$15,000.

State Consultant Services Contractor's Annual Employment Report (Form B attached to this bulletin) is to be used to report the information. Please note that, in contrast to the information to be included on Form A, which is a one-time report of planned employment data for the entire term of a consulting contract on a projected basis, Form B will be submitted each year the contract is in effect and will capture historical information detailing actual employment data for the most recently concluded State fiscal year (April 1 – March 31).

To enable compliance with the law, State agencies need to incorporate the annual reporting requirement and the Form B template into new solicitations for consulting services to provide notice to potential contractors that the contractor selected will be required to submit the form annually.

Incorporation of the reporting requirement for Form B to be submitted annually will be a requirement for OSC approval of new contracts for consulting services including those contracts resulting from mini-bids received by OSC for approval on or after July 17, 2006, except in extraordinary circumstances as determined in the sole discretion of OSC.



STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER

**PROCUREMENT AND
DISBURSEMENT GUIDELINES**

BULLETIN:	G-226
SUBJECT:	Consultant Disclosure Legislation
DATE:	December 5, 2006 (updated)

As above, this date was established to allow time for State agencies to implement the new requirements; however, State agencies are encouraged to incorporate the new Form B reporting requirement as soon as possible.

For existing contracts for consulting services (i.e., in place before June 19, 2006), the contracting agency must also require contractors to submit Form B annually, commencing with the close of fiscal year 2006-2007.

The first State Consultant Services Contractor's Annual Employment Report will be due May 15, 2007, and will include information for the period ending March 31, 2007. Thereafter, the State Consultant Services Contractor's Annual Employment Reports will be due no later than May 15th of each succeeding year.

Summary:

RFP's and other solicitations for consulting services should include notice of the new reporting requirements. The Procurement Record for new contracts for consulting services received by OSC for approval on or after July 17, 2006 must include, upon submission of the contract for approval, a completed Form A. New contracts for consulting services, including those contracts resulting from mini-bids must include a requirement that Form B be submitted annually by the contractor to the contracting agency, the Department of Civil Service and OSC. In addition, with respect to contracts for consulting services in place prior to June 19, 2006, the contracting agency must require its contractors to submit a completed Form B annually, commencing with the close of fiscal year 2006-2007.

**Completing the
Forms:**

Form A and Form B should be completed for contracts for consulting services in accordance with the following:

- **Scope of Contract (Form B only):** a general classification of the single category that best fits the predominate nature of the services provided under the contract.



STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER

PROCUREMENT AND
DISBURSEMENT GUIDELINES

BULLETIN:	G-226
SUBJECT:	Consultant Disclosure Legislation
DATE:	December 5, 2006 (updated)

- **Employment Category:** the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees providing services under the contract.

(Note: Access the O*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at online.onetcenter.org to find a list of occupations.)

- **Number of Employees:** the total number of employees in the employment category employed to provide services under the contract during the Report Period, including part time employees and employees of subcontractors.

- **Number of hours (to be) worked:** for Form A, the total number of hours to be worked, and for Form B, the total number of hours worked during the Report Period by the employees in the employment category.

- **Amount Payable under the Contract:** the total amount paid or payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.

Reports that are to be submitted to OSC may be transmitted as follows:

By mail: NYS Office of the State Comptroller
Bureau of Contracts
110 State Street, 11th Floor
Albany, NY 12236
Attn: Consultant Reporting

By fax: (518) 474-8030 or (518) 473-8808



STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER

PROCUREMENT AND
DISBURSEMENT GUIDELINES

BULLETIN:	G-226
SUBJECT:	Consultant Disclosure Legislation
DATE:	December 5, 2006 (updated)

Reports that are to be submitted to DCS may be transmitted as follows:

By mail: NYS Department of Civil Service
Alfred E. Smith Office Building
Albany, NY 12239
Attn: Counsel's Office

Questions: If you have any questions regarding this bulletin, please contact:

NYS Office of the State Comptroller
Bureau of Contracts
(518) 474-4622

¹ Chapter 10 of the Laws of 2006 also amends State Finance Law § 22 and Civil Service Law § 97.

² In addition, the new legislation requires the Department of Civil Service to publish an annual report summarizing the number of contract employees performing consulting services and the types of services provided by such contract employees. The new legislation also mandates that the Governor include in the Executive Budget certain information based on the State Contractor's Annual Employment Reports.

³ Because the Comptroller's contract approval threshold has been raised to \$50,000 while the PSA Report threshold remains at \$15,000, the PSA Report will contain information on contracts not requiring OSC approval. Consequently, State Agencies must use the "T" contract mechanism for all consulting services contracts between \$15,000 and \$50,000.

**VENDOR
RESPONSIBILITY
QUESTIONNAIRE**

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT BUSINESS ENTITY

You have selected the For-Profit Non-Construction questionnaire which may be printed and completed in this format or, for your convenience, may be completed online using the New York State VendRep System.

COMPLETION & CERTIFICATION

The person(s) completing the questionnaire must be knowledgeable about the vendor's business and operations. An owner or officer must certify the questionnaire and the signature must be notarized.

NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the OSC Help Desk at ciohelpdesk@osc.state.ny.us or call 866-370-4672.

DEFINITIONS

All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," found at www.osc.state.ny.us/vendrep/documents/definitions.pdf. These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

RESPONSES

Every question must be answered. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected is not required. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

REPORTING ENTITY

Each vendor must indicate if the questionnaire is filed on behalf of the entire Legal Business Entity or an Organizational Unit within or operating under the authority of the Legal Business Entity and having the same EIN. Generally, the Organizational Unit option may be appropriate for a vendor that meets the definition of "Reporting Entity" but due to the size and complexity of the Legal Business Entity, is best able to provide the required information for the Organizational Unit, while providing more limited information for other parts of the Legal Business Entity and Associated Entities.

ASSOCIATED ENTITY

An Associated Entity is one that owns or controls the Reporting Entity or any entity owned or controlled by the Reporting Entity. However, the term Associated Entity does not include "sibling organizations" (i.e., entities owned or controlled by a parent company that owns or controls the Reporting Entity), unless such sibling entity has a direct relationship with or impact on the Reporting Entity.

STRUCTURE OF THE QUESTIONNAIRE

The questionnaire is organized into eleven sections. Section I is to be completed for the Legal Business Entity. Section II requires the vendor to specify the Reporting Entity for the questionnaire. Section III refers to the individuals of the Reporting Entity, while Sections IV-VIII require information about the Reporting Entity. Section IX pertains to any Associated Entities, with one question about their Officials/Owners. Section X relates to disclosure under the Freedom of Information Law (FOIL). Section XI requires an authorized contact for the questionnaire information.

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

I. LEGAL BUSINESS ENTITY INFORMATION			
Legal Business Entity Name*		EIN (Enter 9 digits, without hyphen)	
Address of the Principal Place of Business (street, city, state, zip code)		New York State Vendor Identification Number	
		Telephone ext.	Fax
Email		Website	
Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity, or EIN used in the last five (5) years and the status (active or inactive).			
Type	Name	EIN	Status
1.0 Legal Business Entity Type – Check appropriate box and provide additional information:			
<input type="checkbox"/> Corporation (including PC)		Date of Incorporation	
<input type="checkbox"/> Limited Liability Company (LLC or PLLC)		Date of Organization	
<input type="checkbox"/> Partnership (including LLP, LP or General)		Date of Registration or Establishment	
<input type="checkbox"/> Sole Proprietor		How many years in business?	
<input type="checkbox"/> Other		Date Established	
If Other, explain:			
1.1 Was the Legal Business Entity formed or incorporated in New York State?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If 'No,' indicate jurisdiction where Legal Business Entity was formed or incorporated and attach a Certificate of Good Standing from the applicable jurisdiction or provide an explanation if a Certificate of Good Standing is not available.			
<input type="checkbox"/> United States State _____			
<input type="checkbox"/> Other Country _____			
Explain, if not available:			
1.2 Is the Legal Business Entity publicly traded?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide CIK Code or Ticker Symbol			
1.3 Does the Legal Business Entity have a DUNS Number?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," Enter DUNS Number			

*All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," which can be found at www.osc.state.ny.us/vendrep/documents/definitions.pdf.

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

I. LEGAL BUSINESS ENTITY INFORMATION

1.4 If the Legal Business Entity's Principal Place of Business is not in New York State, does the Legal Business Entity maintain an office in New York State?
(Select "N/A," if Principal Place of Business is in New York State.)

☐ Yes ☐ No
☐ N/A

If "Yes," provide the address and telephone number for one office located in New York State.

1.5 Is the Legal Business Entity a New York State certified Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), New York State Small Business (SB) or a federally certified Disadvantaged Business Enterprise (DBE)?

☐ Yes ☐ No

If "Yes," check all that apply:

- ☐ New York State certified Minority-Owned Business Enterprise (MBE)
☐ New York State certified Women-Owned Business Enterprise (WBE)
☐ New York State Small Business (SB)
☐ Federally certified Disadvantaged Business Enterprise (DBE)

1.6 Identify Officials and Principal Owners, if applicable. For each person, include name, title and percentage of ownership. Attach additional pages if necessary. If applicable, reference to relevant SBC filing(s) containing the required information is optional.

Name	Title	Percentage Ownership (Enter 0% if not applicable)

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
 FOR-PROFIT BUSINESS ENTITY

II. REPORTING ENTITY INFORMATION

 2.0 The Reporting Entity for this questionnaire is:

Note: Select only one.

☐ Legal Business Entity

Note: If selecting this option, "Reporting Entity" refers to the entire Legal Business Entity for the remainder of the questionnaire. (SKIP THE REMAINDER OF SECTION II AND PROCEED WITH SECTION III.)

☐ Organizational Unit within and operating under the authority of the Legal Business Entity

SEE DEFINITIONS OF "REPORTING ENTITY" AND "ORGANIZATIONAL UNIT" FOR ADDITIONAL INFORMATION ON CRITERIA TO QUALIFY FOR THIS SELECTION.

Note: If selecting this option, "Reporting Entity" refers to the Organizational Unit within the Legal Business Entity for the remainder of the questionnaire. (COMPLETE THE REMAINDER OF SECTION II AND ALL REMAINING SECTIONS OF THIS QUESTIONNAIRE.)

IDENTIFYING INFORMATION

 a) Reporting Entity Name

 Address of the Primary Place of Business (street, city, state, zip code)

Telephone

ext.

 b) Describe the relationship of the Reporting Entity to the Legal Business Entity

 c) Attach an organizational chart

 d) Does the Reporting Entity have a DUNS Number?

☐ Yes ☐ No

 If "Yes," enter DUNS Number

 e) Identify the designated manager(s) responsible for the business of the Reporting Entity.
For each person, include name and title. Attach additional pages if necessary.

Name

Title

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

INSTRUCTIONS FOR SECTIONS III THROUGH VII

For each "Yes," provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). For each "Other," provide an explanation which provides the basis for not definitively responding "Yes" or "No." Provide the explanation at the end of the section or attach additional sheets with numbered responses, including the Reporting Entity name at the top of any attached pages.

III. LEADERSHIP INTEGRITY

Within the past five (5) years, has any current or former reporting entity official or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the reporting entity with any government entity been:

3.0 Sanctioned relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.1 Suspended, debarred, or disqualified from any government contracting process?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.2 The subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for: a) Any business-related activity; or b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other

For each "Yes" or "Other" explain:

IV. INTEGRITY - CONTRACT BIDDING

Within the past five (5) years, has the reporting entity:

4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement, permit, license, concession, franchise or lease, including, but not limited to, debarment for a violation of New York State Workers' Compensation or Prevailing Wage laws or New York State Procurement Lobbying Law?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.1 Been subject to a denial or revocation of a government prequalification?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2 Been denied a contract award or had a bid rejected based upon a non-responsibility finding by a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.3 Had a low bid rejected on a government contract for failure to make good faith efforts on any Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4 Agreed to a voluntary exclusion from bidding/contracting with a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.5 Initiated a request to withdraw a bid submitted to a government entity in lieu of responding to an information request or subsequent to a formal request to appear before the government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No

For each "Yes," explain:

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

V. INTEGRITY – CONTRACT AWARD	
<i>Within the past five (5) years, has the reporting entity:</i>	
5.0 Been <u>suspended</u> , cancelled or terminated for <u>cause</u> on any <u>government contract</u> including, but not limited to, a <u>non-responsibility finding</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.1 Been subject to an <u>administrative proceeding</u> or civil action seeking specific performance or restitution in connection with any <u>government contract</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.2 Entered into a formal monitoring agreement as a condition of a contract award from a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes," explain:	

VI. CERTIFICATIONS/LICENSES	
<i>Within the past five (5) years, has the reporting entity:</i>	
6.0 Had a revocation, <u>suspension</u> or <u>disbarment</u> of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or federal certification of <u>Disadvantaged Business Enterprise</u> status for other than a change of ownership?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes," explain:	

VII. LEGAL PROCEEDINGS	
<i>Within the past five (5) years, has the reporting entity:</i>	
7.0 Been the subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.1 Been the subject of an indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as <u>serious</u> or <u>willful</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.3 Had a <u>government entity</u> find a <u>willful prevailing wage</u> or supplemental payment violation or any other willful violation of New York State Labor Law?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.4 Entered into a consent order with the New York State Department of Environmental Conservation, or received an enforcement determination by any <u>government entity</u> involving a violation of federal, state or local environmental laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.5 Other than previously disclosed: a) Been subject to fines or penalties imposed by <u>government entities</u> which in the aggregate total \$25,000 or more; or b) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes," explain:	

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

VIII. FINANCIAL AND ORGANIZATIONAL CAPACITY	
8.0 Within the past five (5) years, has the <u>Reporting Entity</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.1 Within the past five (5) years, has the <u>Reporting Entity</u> had any <u>liquidated damages</u> assessed over \$25,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), relevant dates, contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.2 Within the past five (5) years, have any <u>liens</u> or <u>judgments</u> (not including UCC filings) over \$25,000 been filed against the <u>Reporting Entity</u> which remain undischarged?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), relevant dates, the Lien holder or Claimant's name(s), the amount of the <u>lien(s)</u> and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.3 In the last seven (7) years, has the <u>Reporting Entity</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.	
8.4 During the past three (3) years, has the <u>Reporting Entity</u> failed to file or pay any tax returns required by <u>federal</u> , state or local tax laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the <u>Reporting Entity</u> failed to file/pay and the current status of the tax liability. Provide answer below or attach additional sheets with numbered responses.	
8.5 During the past three (3) years, has the <u>Reporting Entity</u> failed to file or pay any New York State unemployment insurance returns?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the years the <u>Reporting Entity</u> failed to file/pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.6 During the past three (3) years, has the <u>Reporting Entity</u> had any <u>government audit(s)</u> completed?	<input type="checkbox"/> Yes <input type="checkbox"/> No
a) If "Yes," did any audit of the <u>Reporting Entity</u> identify any reported significant deficiencies in internal control, fraud, illegal acts, significant violations of provisions of contract or grant agreements, significant abuse or any <u>material disallowance</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to 8.6 a), provide an explanation of the issue(s), relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

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

IX. ASSOCIATED ENTITIES

This section pertains to any entity(ies) that either controls or is controlled by the reporting entity.

(See definition of "associated entity" for additional information to complete this section.)

9.0 Does the Reporting Entity have any Associated Entities?

☐ Yes ☐ No

Note: All questions in this section must be answered if the Reporting Entity is either:

- An Organizational Unit; or
- The entire Legal Business Entity which controls, or is controlled by, any other entity(ies).

If "No," SKIP THE REMAINDER OF SECTION IX AND PROCEED WITH SECTION X.

9.1 Within the past five (5) years, has any Associated Entity Official or Principal Owner been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:

☐ Yes ☐ No

- a) Any business-related activity; or
- b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?

If "Yes," provide an explanation of the issue(s), the individual involved, his/her title and role in the Associated Entity, his/her relationship to the Reporting Entity, relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

9.2 Does any Associated Entity have any currently undischarged federal, New York State, New York City or New York local government liens or judgments (not including UCC filings) over \$50,000?

☐ Yes ☐ No

If "Yes," provide an explanation of the issue(s), identify the Associated Entity's name(s), BIN(s), primary business activity, relationship to the Reporting Entity, relevant dates, the Lien holder or Claimant's name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

9.3 Within the past five (5) years, has any Associated Entity:

a) Been disqualified, suspended or debarred from any federal, New York State, New York City or other New York local government contracting process?

☐ Yes ☐ No

b) Been denied a contract award or had a bid rejected based upon a non-responsibility finding by any federal, New York State, New York City, or New York local government entity?

☐ Yes ☐ No

c) Been suspended, cancelled or terminated for cause (including for non-responsibility) on any federal, New York State, New York City or New York local government contract?

☐ Yes ☐ No

d) Been the subject of an investigation, whether open or closed, by any federal, New York State, New York City, or New York local government entity for a civil or criminal violation with a penalty in excess of \$500,000?

☐ Yes ☐ No

e) Been the subject of an indictment, grant of immunity, judgment, or conviction (including entering into a plea bargain) for conduct constituting a crime?

☐ Yes ☐ No

f) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any federal, New York State, New York City, or New York local government entity?

☐ Yes ☐ No

g) Initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?

☐ Yes ☐ No

For each "Yes," provide an explanation of the issue(s), identify the Associated Entity's name(s), BIN(s), primary business activity, relationship to the Reporting Entity, relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

X. FREEDOM OF INFORMATION LAW (FOIL)	
10. Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," indicate the question number(s) and explain the basis for the claim.	

XL AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE		
Name	Telephone ext.	Fax
Title	Email	

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

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State contracting entities in making responsibility determinations regarding an award of a contract or approval of a subcontract; (2) recognizes that the Office of the State Comptroller (OSC) will rely on information disclosed in the questionnaire in making responsibility determinations and in approving a contract or subcontract; (3) acknowledges that the New York State contracting entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (4) acknowledges that intentional submission of false or misleading information may constitute a misdemeanor or felony under New York State Penal Law, may be punishable by a fine and/or imprisonment under Federal Law, and may result in a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

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

Signature of Owner/Officer _____

Printed Name of Signatory _____

Title _____

Reporting Entity Name _____

Address _____

City, State, Zip _____

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

Notary Public

**FORMS RE:
MINORITY
AND
WOMEN-OWNED
BUSINESS
ENTERPRISES**

CERTIFIED MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

**Authority: Article 15-A of the Executive Law and 5 NYCRR parts 140-144
Standard Clauses for All State University of New York (SUNY) Contracts**

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

I. General Provisions

- A. The State University of New York is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the State University of New York ("SUNY"), to fully comply and cooperate with SUNY in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

II. Contract Goals

- A. For purposes of this procurement, SUNY hereby establishes a University-wide goal of 19% for Minority and Women-Owned Business Enterprises ("MWBE") participation, 13% for Minority-Owned Business Enterprises ("MBE") participation and 6% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <http://www.esd.ny.gov/MWBE/directorySearch.html>.

Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to SUNY for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:
1. Contractor and Subcontractors shall undertake or continue existing 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, grading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 2. The Contractor shall submit an EEO policy statement to the SUNY within seventy two (72) hours after the date of the notice by SUNY to award the Contract to the Contractor.
 3. If Contractor or Subcontractor does not have an existing EEO policy statement, SUNY has provided the Contractor or Subcontractor a model statement (see Form 104) – Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
 4. The Contractor’s EEO policy statement shall include 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 work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the 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 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.
- d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. Form 108 - Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

D. Form 112 - Workforce Employment Utilization Report ("Workforce Report")

- 1. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to SUNY of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
- 2. Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
- 3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

- E. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

- A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan prior to the execution of the contract.
- B. MWBE Utilization Plan (Form MWBE 107).
1. Contractors are required to submit a Utilization Plan on Form 107 with their bid or proposal. Complete the following steps to prepare the Utilization Plan:
 - a. list NYS Certified minority- and women-owned business enterprises which the Contractor intends to use to perform the State contract;
 - b. insert a description of the contract scope of work which the Contractor intends to structure to increase the participation by NYS Certified minority- and women-owned enterprises on the State contract;
 - c. insert the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of a State contract which the Contractor intends to be performed by a NYS Certified minority- or women-owned business; and
 - d. Any modifications or changes to the agreed participation by NYS Certified MWBEs after the Contract Award and during the term of the contract must be reported on a revised MWBE Utilization Plan and submitted to the SUNY University-wide MWBE Program Office.
 2. The SUNY University-wide MWBE Program Office will review the MWBE Utilization Plan and will issue the Contractor a written notice of acceptance or deficiency within twenty (20) day of its receipt. A notice of deficiency shall include the:
 - a. list NYS Certified minority- and women-owned business enterprises which the Contractor intends to use to perform the State contract;
 - b. name of any MWBE which is not acceptable for the purpose of complying with the MWBE participation goals;
 - c. reasons why it is not an acceptable element of the Contract scope of work which the MWBE Program Office has determined can be reasonably

structured by the Contractor to increase the likelihood of participation in the Contract by MWBEs; and

- d. other information which the MWBE Program Office determines to be relevant to the MWBE Utilization Plan.
3. The Contractor shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to SUNY's University-wide MWBE Program Office a written remedy in response to the notice of deficiency.
 - a. If the written remedy that is submitted is not timely or is found to be inadequate, the University-wide MWBE Program Office shall notify the Contractor and direct the Contractor to submit, within five (5) business days, a request for partial or total waiver of MWBE participation goals on forms provided by the University-wide MWBE Program Office.
 - b. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
 4. SUNY's University-wide MWBE Program Office may disqualify a Contractor as being non-responsive under the following circumstances:
 - a. If a Contractor fails to submit a MWBE Utilization Plan;
 - b. If a Contractor fails to submit a written remedy to a notice of deficiency in a MWBE Utilization Plan;
 - c. If a Contractor fails to submit a request for waiver; or
 - d. If the MWBE Program Office determines that the Contractor has failed to document Good Faith Efforts.
- C. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.
 - D. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, SUNY shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

V. Waivers

- A. For Waiver Requests Contractor should use Form 114 – Waiver Request.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete SUNY's University-wide MWBE Program Office shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

- C. If SUNY's University-wide MWBE Program Office, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the SUNY University-wide MWBE Program Office may issue a notice of deficiency to the Contractor. The contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form 114) to the SUNY campuses by the 5th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

VII. Liquidated Damages - MWBE Participation

- A. Where SUNY's University-wide MWBE Program Office determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to SUNY liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the SUNY campus, Contractor shall pay such liquidated damages to the SUNY within sixty (60) days after they are assessed by the SUNY campus unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the SUNY.

All forms must be scanned and e-mailed directly to campus and copy the University-wide MWBE Program Office at MWBEProgram@suny.edu.

Pamela Swanigan
University-wide MWBE Program Director
State University Plaza
Albany, NY 12246
518-320-1628
MWBEProgram@suny.edu

Effective April 1, 2013

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

I, _____, the (awardee /contractor) _____ agree to adopt the following policies with respect to the project being developed or services rendered pursuant to the terms and conditions of this contract.

MWBE This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the MWBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Active and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to MWBE contractor associations.
- (2) Request a list of State-certified MWBEs from SUNY campuses and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective MWBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by MWBEs and encourage the formation of joint venture and other partnerships among MWBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to MWBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting MWBE contract participation goals.
- (6) Ensure that progress payments to MWBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage MWBE participation.

EEO (a) This organization 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 programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b) This organization shall state in all solicitation 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.

(c) At the request of the contracting agency, this organization shall request that each employment agency, labor union, or authorized 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 this organization's obligations herein.

(d) This organization will include the provisions of sections (a) through (c) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this _____ day of _____, 2 _____

By _____

Print: _____ Title: _____

Minority Business Enterprise Liaison

_____ is designated as the Minority Business Enterprise Liaison (Name of Designated Liaison) responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment Opportunity (MWBE-EEO) program.

MWBE Contract Goals

_____ % Minority Business Enterprise Participation

_____ % Women's Business Enterprise Participation

EEO Contract Goals

_____ % Minority Labor Force Participation

_____ % Female Labor Force Participation

(Authorized Representative)

Title: _____

Date: _____

FORM 104 (MWBE UNIT REVISED: 01/2013)
Effective April 1, 2013

STAFFING PLAN

Submit with Bid or Proposal – Instructions on page 2

Solicitation No.:	Reporting Entity:	Report includes Contractor's/Subcontractor's: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Total work force <input type="checkbox"/> Offeror
Offeror's Name:		
Offeror's Address:	<input type="checkbox"/> Subcontractor Subcontractor's name _____	

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Work force by Gender		Work force by Race/Ethnic Identification						Disabled		Veteran	
	Total Male (M)	Total Female (F)	White (M)	White (F)	Black (M)	Black (F)	Hispanic (M)	Hispanic (F)	Asian (M)	Asian (F)	Native American (M)	Native American (F)
Officials/Administrators												
Professionals												
Technicians												
Sales Workers												
Office/Clerical												
Craft Workers												
Laborers												
Service Workers												
Temporary /Apprentices												
Totals												

PREPARED BY (Signature):	TELEPHONE NO.:	DATE:
EMAIL ADDRESS:		
NAME AND TITLE OF PREPARER (Print or Type):		
Submit completed with bid or proposal MWBE 108 (Rev 01/2013) Effective April 1, 2013		

General instructions: All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (MWBE 101) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form for the contractor's and/or subcontractor's total work force.

Instructions for completing:

1. Enter the Solicitation number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate work force to be utilized on the contract or the Offerors' total work force.
4. Enter the total work force by EEO job category.
5. Break down the anticipated total work force by gender and enter under the heading 'Work force by Gender'
6. Break down the anticipated total work force by race/ethnic identification and enter under the heading 'Work force by Race/Ethnic Identification'.
7. Contact the OMWBE Permissible contact(s) for the solicitation if you have any questions.
8. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this form, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ALASKAN NATIVE** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

- **DISABLED INDIVIDUAL** any person who: - has a physical or mental impairment that substantially limits one or more major life activity(ies)
 - has a record of such an impairment; or
 - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER** Male or Female

M/WBE UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Offeror's Name: _____

Address: _____

City, State, Zip Code: _____

Telephone No.: _____

Authorized Representative: _____

Authorized Signature: _____

**1. Certified M/WBE Subcontractors/Suppliers
Name, Address, Email Address, Telephone No.**

Federal Identification No.: _____

Location of Work: SUNY at _____

Project No.: _____

M/WBE Goals in the Contract: MBE _____ % WBE _____ %

EEO Goals in the Contract: MBE _____ % WBE _____ %

1.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts/ Supplies/Services and intended performance dates of each component of the contract.
1.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
2.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
3.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
4.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
5.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
6.	NYS ESD CERTIFIED			

	<input type="checkbox"/> MBE <input type="checkbox"/> WBE				
7.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE				
8.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE				
9.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE				
6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM (M/WBE 104).					
PREPARED BY (Signature): DATE: NAME AND TITLE OF PREPARER (Print or Type): SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.		TELEPHONE NO.: EMAIL ADDRESS:			
FOR M/WBE USE ONLY					
REVIEWED BY:		DATE:			
UTILIZATION PLAN APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ Contract No.: _____ Project No. (if applicable): _____ Contract Award Date: _____ Estimated Date of Completion: _____ Amount Obligated Under the Contract: _____ Description of Work: _____ NOTICE OF DEFICIENCY ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ NOTICE OF ACCEPTANCE ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____					

CERTIFIED MWBE VENDOR LISTING

MEMORANDUM

To: Martin J Deane
Procurement Officer from Downstate Medical Center

FROM: Pamela Swanigan
University-wide MWBE Program Director

SUBJECT: 9-Point Goal Development Memo

DATE: 10/15/13

Please complete the following and submit to our office for review and consultation to ensure that you are documenting Good Faith Efforts during the pre-solicitation period.

1. Type of Contract: Restructuring Consultants to implement the Sustainability Plan
2. Contract Amount - \$12 million
3. Contract Term – Start Date: 12/2013 End Date: 12/2014
4. Procurement Method: Competitive Bid
5. General Discussion:
SUNY- DMC is looking to engage a Restructuring Consulting company to assist with the implementation of the DMC Sustainability Plan for a 12 month period. Areas in which strength is needed include revenue, labor productivity, Supply Chain, Care Management and volume growth.
6. MWBE Program Compliance Efforts:
The University-wide MWBE office had an opportunity to query several of the subject matter experts that comprise the Healthcare Information Technology (HIT) practice. The issues that DMC is dealing with are standard to the health care industry. Subjects ranging from ICD 10 revisions, ACO business consolidation/modeling, revenue realization, Supply chain implementation, physician integration, Strategic pricing, Finance & sustainability reporting, the advent of big-data in the health care space, meaningful use policies, Executive realignment/Interim CEO augmentation and chiefly the inevitability of breach management were topics that consumed our conversation.

The University-wide MWBE office believes that Lynx Technology Partners, Inc. (Please see certification document attached) has the experience, knowledge and capability of undertaking this project, therefore strongly recommending that the campus obtain MWBE participation through developing a teaming agreement with this firm at Tier I or Tier II. Lynx Technology Partner experts below:

Charles E. Davis - Charles E. Davis is The Certified Risk Management Officer at Lynx Technology Partners. In this role Charles focuses on SAP R/3; SAP Business One; Sarbanes-Oxley Implementation and Testing; HIPAA; ICD 9; HIPAA 5010 and 4010 Implementation and testing, SAS70 and governmental compliance audits. Charles has experience working with C-level executives in heavily regulated service environments such as Foreign Corrupt Practices Act (FCPA), Healthcare Professional (HCP) Engagement 'One Process', External Funding and the Payment Card Industry Data Security Standard (PCI DSS). Charles is a sought after consultant by compliance officers at the Local, State, and Federal government levels, as well as extensive experience in fortune 100 organizations. Additionally, Charles served under the President Clinton Administration as a Senior Information Research Analyst supporting the creation of the Healthcare Reform Act, which is the act most healthcare regulatory compliance is built upon. Charles was responsible for;

- § Research, Documentation and Development of Policies and Procedures to Identify and define Personal Identifiable Information.

- § Research, Documentation and Development of Policies and Procedures for Handling, Storage and Retention of Healthcare related Personal Identifiable Information.

- § Lead Senior Business Information Analyst on the HIPAA Standards Research, Documentation and Development and Implementation Roll-Out team.

- § Research, Documentation and Development of Standards to be used in Meaningful Use Guidelines.

- § Research, Documentation and Development of Standards to be used in the Sunshine Act.

- § Research, Documentation, Development and Refinement of proposed ICD- Standards.

- § Research, Documentation and Development of Policies and Procedures that lead to the Sarbanes Oxley Act. (Directly assigned to Senator Paul Sarbanes the Dem. Senator Maryland).

- o **Chris Kunney** - Christopher is an Executive level healthcare information technology strategist. His clients to provide thought leadership on HIT trends call him upon, compliance related issues and technology innovations affecting the healthcare ecosystem. His business philosophy focuses on taking pragmatic approaches to leveraging IT solutions with the goal of achieving maximum return on investments. Christopher's recent roles include serving as Director of Emerging Healthcare Technology for AT&T, Vice President & COO for Health Innovation and Vice President and CIO for Piedmont Healthcare. He also maintains strategic alliances with various HIT consulting and technology firms as a subject matter expert.

- o **Robert McMillian** – Robert is a highly sought after thought leader and trusted advisor to the C-Suite leadership to some of the world's most admired organizations. For more than 2.5 decades Robert has provided practical and proven solutions to organizations

such as Motorola, Blue Cross Blue Shield independent companies, General Electric, AmeriHealth Caritas, and UBS PaineWebber to name a few. Robert is known as a senior executive with multi-dimensional leadership competencies within finance, audit, operations, consulting and information technology within the Employer, Individual, Medicare, Medicaid and Government product markets. Successful catalyst of change and well versed in the health care areas of: sales and marketing, finance, wellness, care management & delivery, operations, strategic planning, provider network management, and ACO and PCMH operating models. An influential, collaborative and engaging leadership style to foster development of high performing teams and organizations. A successful track record of envisioning, engaging, designing and implementing transformational initiatives and products.

o **Larry Whiteside** - Larry Whiteside Jr. is the CSO at Lynx Technology Partners. Larry interfaces with business and technology leaders to identify and address security issues in current and future business initiatives. He also strategically and tactically helps clients to straddle the fine line between providing business capabilities required and mitigating risk associated with doing business. Larry is also the former Director of Enterprise Operations and CISO at Spectrum Health, a not-for-profit health system in West Michigan offering a full continuum of care through the Spectrum Health Hospital Group, which is comprised of nine hospitals and 180 service sites; the Spectrum Health Medical Group and West Michigan Heart, physician groups totaling more than 600 providers; and Priority Health, a health plan with 625,000 members. Prior to Spectrum Health, Mr. Whiteside worked at Visiting Nurse Service of NY as the CISO, Marsh & McLennan Companies, Inc. as Deputy CISO, VP of Global Information Security; at Computer Horizons Corp

7. MWBE Program Participation:
The University-wide MWBE office has also located other MWBE firms that have the potential to participate in this project. We have located firms that specialize in finance, IT, healthcare, risk management. Please see attached spreadsheet.
8. Barriers to Participation: None

For University-wide MWBE Program Office Use Only	
9. Contract Goals Determination:	Goals for Services/Consultants: MBE 13%, WBE 6% and MWBE 19%
	The rationale for inclusion is that there are MWBEs available for this project.
	A sample teaming agreement template is also attached.

Vendor Information

[CLOSE WINDOW](#)  [HELP](#)

Vendor Information

Business Name	Lynx Technology Partners, Inc., DBA Lynx Technology Partners, Inc.
Owner	Mr. Aric Perminter
Address	100 Church Street 8th Floor New York, NY 10007
> Map This Address	
Phone	800-314-0455
Fax	908-442-7066
Email	ap@lynxtp.com
Website	http://www.lynxtp.com

Certification Information

Certifying Agency	New York State
Certification Type	MBE - Minority Business Enterprise
Certified Business Description	Information technology, computer tech support, systems integration, computer, compliance and validation consulting, computer consulting, management consulting, computer software reseller and database security

Commodity Codes

ESD I-0139	COMPUTER INTEGRATED SYSTEMS DESIGN
ESD I-0410	MANAGEMENT CONSULTANTS
ESD I-0511	SYSTEMS INTEGRATION, COMPUTER
ESD I-2101	COMPUTER TECH SUPPORT
ESD I-2119	INFORMATION TECHNOLOGY
ESD I-2130	COMPLIANCE & VALIDATION CONSULTING
ESD I-2172	CONTRACT STAFFING
ESD I-2464	COMPUTER SOFTWARE - RESELLER
ESD I-2468	COMPUTER INTEGRATED SYSTEMS DESIGN
ESD I-2043	COMPUTER CONSULTING
ESD I-2059	DATABASE SECURITY
NAICS 541512	Computer systems integration analysis and design services (More)

Additional Information

Work Districts/Regions	All work districts/regions
Industry	Services Consultants
Business Size	\$1,000,000 - \$4,999,999

General Location

Downstate New York

Location

NYC

Customer Support

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RISK MANAGEMENT

Company Name	DBA Name	Owner First	Owner Last	Physical Address	City	State	Zip	Mailing Address	City	State	Zip	Phone	Fax	Email	Agency	Certification Type	Capability	Work Districts/Regions	Industry	Business Size	General Location
CAL INSURANCE & CONSULTING SERVICES LLC		CARLOS	LITHGOW	213 COUNTRY RIDGE DRIVE	RYE BROOK	NY	10573	213 COUNTRY RIDGE DRIVE	RYE BROOK	NY	10573	917-364-9086	914-206-3907	clithgow@gmail.com	NYS	MBE	EDITING AND TECHNICAL WRITING SERVICES; FINANCIAL CONSULTANTS; INSURANCE AGENTS; INSURANCE AGENTS, BROKERS AND SERVICE; RISK MANAGEMENT	All work districts/regions	Services Consultants	Less than \$100,000	Upstate New York
CEDAR HILL CAPITAL PARTNERS LLC		EMIL	WOODS	445 PARK AVENUE 5TH FL	NEW YORK	NY	10027	445 PARK AVENUE 5TH FL	NEW YORK	NY	10027	212-201-5800	646-417-7074	emil@cedarhillcap.com	NYS	MBE	CASH MANAGEMENT SERVICES; FINANCIAL CONSULTANTS; INVESTMENT MANAGEMENT; INVESTMENT SECURITIES; RISK MANAGEMENT; RISK MANAGEMENT - COMMERCIAL	All work districts/regions	Services Consultants	Over \$5 million	Downstate New York
CUNNINGHAM GROUP INC		ROSE	CUNNINGHAM	80 WALL STREET SUITE 415	NEW YORK	NY	10005	80 WALL STREET SUITE 415	NEW YORK	NY	10005	212-509-0393	212-509-0394		NYS	MBE	BUSINESS CONSULTANTS; FINANCIAL CONSULTANTS; INSURANCE AGENTS, BROKERS, AND SERVICE; MANAGEMENT CONSULTANTS; RISK MANAGEMENT	Long Island, NYC	Services Consultants	\$100,000 - \$499,000	Downstate New York
Delatime Inc.		JESSICA	MINE	1515 BROADWAY 11TH FL	NEW YORK	NY	10036	1515 BROADWAY 11TH FL	NEW YORK	NY	10036	212-537-5899	888-962-0004	bjde@delatimeinc.com	NYS	MBE	COMPUTER BACKUP MEDIA; COMPUTER CONSULTING; COMPUTER MAINTENANCE AND REPAIR; COMPUTER PROGRAMMING SERVICES; COMPUTER TECH SUPPORT; DATA ENTRY SERVICE; DATA PROCESSING; HUMAN RESOURCES CONSULTANTS; HUMAN RESOURCES INFORMATION SYSTEMS; HUMAN SERVICES; INFORMATION MANAGEMENT SERVICES; INFORMATION TECHNOLOGY; JOB TRAINING AND DEVELOPMENT; NETWORK CONSULTING; ORGANIZATIONAL DEVELOPMENT; PROCESS SERVING SERVICES; PROGRAM PLANNING; PROJECT ADMINISTRATION; RISK MANAGEMENT; SYSTEMS ANALYSIS AND DESIGN; TECHNICAL CONSULTING SERVICES; TECHNICAL PLACEMENT; TECHNICAL SUPPORT SERVICES; TRAINING	Long Island, Mid-Hudson, NYC	Services Consultants	\$100,000 - \$499,000	Downstate New York

RISK MANAGEMENT

DONIA & ASSOCIATES LLC	DONIA	PIESSANT	128 NEWTON STREET APT. 6A	BROOKLYN	NY	11222	128 NEWTON STREET APT. 6A	BROOKLYN	NY	11222	646-963-1141	917-595-4913	dp@donia-a.com	NYS	MBE	ACCOUNTING SERVICES; ADMINISTRATIVE SERVICES; BUSINESS CONSULTANTS; CERTIFIED PUBLIC ACCOUNTANTS; COMPUTER CONSULTING; CONSTRUCTION MATERIALS AND SUPPLIES; CONTRACT STAFFING; DISTRIBUTOR-CABLE & COMMUNICATION EQUIPMENT; ENGINEERING - ENVIRONMENTAL; ENGINEERING-GEOTECHNICAL; ENGINEERING CONSULTANTS; HUMAN RESOURCES CONSULTANTS; OSHA SAFETY CONSULTANT; PHOTO-VIDEO DOCUMENTATION; PROGRAM PLANNING; PUBLIC & SOCIAL POLICY CONSULTANT; PURCHASING SERVICES; RISK MANAGEMENT; SAFETY & HEALTH TRAINING; SUPPLY CHAIN MANAGEMENT; SURVEYORS - AERIAL; SYSTEMS ANALYSIS AND DESIGN; SYSTEMS INTEGRATION; COMPUTER; TRAINING CONSULTANT; WATERPROOFING	Long Island; Mid-Hudson; NYC	Construction Consultants	\$100,000 - \$499,000	Downtown New York
E G BOWMAN CO INC	Harry	Emrevar	97 WALL STREET	NEW YORK	NY	10005	97 WALL STREET	NEW YORK	NY	10005	212-425-8150	212-269-0399	hbm@egb-owman.com	NYS	MBE	INSURANCE AGENTS, BROKERS, AND SERVICE; RISK MANAGEMENT	All work districts/regions	Services Consultants	\$1,000,000 - \$4,999,999	Downtown New York
H & N INSURANCE AGENCY & FINANCIAL GROUP INC	NATHAN	GHANESS	184-25 JAMAICA AVENUE	JAMAICA	NY	11423	184-25 JAMAICA AVENUE	JAMAICA	NY	11423	718-454-1688	718-454-1689	vi@hnga-hoy.com	NYS	MBE	CLAIMS ADMINISTRATION; WORKERS COMPENSATION; INSURANCE AGENTS, BROKERS, AND SERVICE; RISK MANAGEMENT	All work districts/regions	Services Consultants	\$100,000 - \$499,000	Downtown New York
JDG INVESTIGATIONS INC	JOHN	GIVENS	86-52 WOODHAVEN BLVD 2ND FLOOR	WOOD HAVEN	NY	11421	86-52 WOODHAVEN BLVD 2ND FLOOR	WOOD HAVEN	NY	11421	718-487-8035	718-487-8048	jdginv@aol.com	NYS	MBE	HOME/AND SECURITY; INSPECTION CLAIMS; INSURANCE CLAIMS INVESTIGATION; INSURANCE SERVICES; INVESTIGATIVE SERVICES; LEGAL COUNSEL AND PROSECUTION; LEGAL SERVICES; MEDICAL CLAIMS; PRIVATE INVESTIGATORS; PROCESS SERVING SERVICES; RISK MANAGEMENT; RISK MANAGEMENT - COMMERCIAL; SURVEILLANCE SERVICES; UNDERWRITERS	Capital Region; Long Island; Mid-Hudson; NYC	Services Consultants	\$100,000 - \$499,000	Downtown New York

RISK MANAGEMENT

JP WEST INC	Eileen	Frank	44 WALL STREET 12TH FLOOR	NEW YORK	NY	10005	44 WALL STREET 12TH FLOOR	NEW YORK	NY	10005	212-463-2261	212-461-2263	efrank@jpwest.com	NYS	MBE	FINANCIAL CONSULTANTS, INSURANCE AGENTS, BROKERS, AND SERVICE, RISK MANAGEMENT	Long Island, Mid-Hudson, NYC	Services Consultants	\$500,000 - \$999,999	Downstate New York
JUNCTION PARTNERS LLC	Kevin	Fernandez	182 FOREST DRIVE	JERICHO	NY	11753	182 FOREST DRIVE	JERICHO	NY	11753	646-233-4015	646-352-4733	kfernandez@junctionpartners.net	NYS	MBE	FINANCIAL CONSULTANTS, INFORMATION TECHNOLOGY, RISK MANAGEMENT, SOFTWARE DEVELOPMENT	Long Island	Services Consultants	\$100,000 - \$499,000	Downstate New York
KETTRIES COMPANY, INC THE	RONALD	KETTRIES	422 STATE STREET SUITE #2	BROOKLYN	NY	11217	422 STATE STREET SUITE #2	BROOKLYN	NY	11217	718-624-7565	718-624-7602	kettrco@aol.com	NYS	MBE	INSURANCE AGENTS, BROKERS, AND SERVICE, RISK MANAGEMENT	All work districts/regions	Services Consultants	\$500,000 - \$999,999	Downstate New York
MSF GLOBAL CONSULTING LLC	MARIA	FRANTZIS	1461 FRANKLIN AVENUE	GARDEN CITY	NY	11590	1461 FRANKLIN AVENUE	GARDEN CITY	NY	11590	516-216-5414	516-216-5384	mfrantzis@msfgc.com	NYS	WBE	INSURANCE AGENTS, BROKERS, AND SERVICE, RISK MANAGEMENT - COMMERCIAL	Long Island, Mid-Hudson, NYC	Services Consultants	less than \$100,000	Downstate New York
OCCUPATIONAL SAFETY & ENV ASSOC INC	GINA	CONIGLIO	3730A CALIFORNIA ROAD	ORCHARD PARK	NY	14127	3740A CALIFORNIA ROAD A ROAD	ORCHARD PARK	NY	14127	716-821-0091	716-821-0232	ginaconigli@osesa.com	NYS	WBE	ENGINEERING CONSULTANTS; ENVIRONMENTAL CONSULTANTS; MANAGEMENT CONSULTANTS; QUALITY CONTROL, RISK MANAGEMENT; SAFETY SERVICES	All work districts/regions	Services Consultants	\$500,000 - \$999,999	Upstate New York
RAV Consulting LLC	RAV Consulting	Namita Kansal	347 Fifth Avenue #1402-538	New York	NY	10016	347 Fifth Avenue #1402-538	New York	NY	10016	212-967-8518	347-503-0976	namita@rav7.com	NYS	MBE	COMPUTER CONSULTING, INFORMATION TECHNOLOGY, RISK MANAGEMENT	All work districts/regions	Services Consultants	\$100,000 - \$499,000	Downstate New York
REVEAL ANALYTICS LLC	OUNAR	NABE	765 RIVERSIDE DRIVE SUITE 6D	NEW YORK	NY	10032	765 RIVERSIDE DRIVE SUITE 6D	NEW YORK	NY	10032	212-795-8648	212-795-8648	ounabe@revealanalytics.com	NYS	MBE	BUSINESS CONSULTANTS, CUSTOM SOFTWARE DEVELOPMENT, HEALTH STATISTICS, INFORMATION TECHNOLOGY, MARKET RESEARCH AND ANALYSIS, MARKETING CONSULTANTS, RISK MANAGEMENT, SCIENTIFIC RESEARCH, SYSTEMS ANALYSIS AND DESIGN	All work districts/regions	Services Consultants	\$500,000 - \$999,999	Downstate New York

RISK MANAGEMENT

Site Safety Solutions, LLC	Leslie	Birnbaum	6 Data Ct.	Monroe	NY	10950	6 Data Ct.	Monroe	NY	10950	845-325-8209	845-774-7306	ljbirnbaum@sitesafety-solutionsllc.com	NYS	WBE	Development of site-specific health and safety plans, job hazard analyses and company specific written compliance program. Accident and root cause analysis investigation, tracing of EH&S federal and state regulatory, on-call regulatory interpretation services, and the development of fact sheets of newly proposed and promulgated regulations. Development and delivery of site-specific/task-specific EH&S training programs, chemical, physical and biological surveys risk assessments to determine distribution and fate of chemical releases/and potential exposure pathways, dose and health effects. Development of emergency response plans and evaluation drills. HAZWOPER program requirements including HASPs, medical surveillance, training, and on-site implementation.	All work -districts/regions	Services Consultants	\$100,000 - \$499,000	Upstate New York
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Company Name	DBA Name	Owner First	Owner Last	Physical Address	City	State	Zip	Mailing Address	City	State	Zip	Phone	Fax	Email	Agency	Certificate on Type	Capability	Work Districts/Regions	Industry	Business Size	General Location	Capital Location
A CONSULTING INC		Hector	Russonian do	400 ANDREWS STREET SUITE 404 R	ROCHESTER	NY	14604	400 ANDREWS STREET SUITE 404	ROCHESTER	NY	14604	585-314-9060	585-232-8482	hector@a-plus-tech-nl-cal.com	NYS	MBE	INFORMATION TECHNOLOGY; PERSONNEL PLACEMENT; TECHNICAL PLACEMENT	All work districts/regions	Services Consultants	\$1,000,000 - \$4,999,999	Upstate New York	Finger Lakes
ACCELERATED INFORMATION SYSTEMS INC		ZAH-EER	MASTER	1900 HEMPSTEAD TURNPIKE SUITE 406	EAST MEADOW	NY	11554	1900 HEMPSTEAD TURNPIKE SUITE 406	EAST MEADOW	NY	11554	516-822-4465	516-871-0600	zahrn@a1sw-w.com	NYS	MBE	COMPUTER CONSULTING; COMPUTER SOFTWARE RESELLER; DATABASE SECURITY; INFORMATION MANAGEMENT SERVICES; INFORMATION TECHNOLOGY; NETWORK CONSULTING; RECORD AND INFORMATION MANAGEMENT; SOFTWARE DEVELOPMENT	All work districts/regions	Construction	\$100,000 - \$499,000	Downstate New York	Long Island
AEON NEXUS CORPORATION		OMAR	USMANI	174 GLEN STREET FALLS	GLENS FALLS	NY	12801	174 GLEN STREET FALLS	GLENS FALLS	NY	12801	518-338-1551	866-252-1251	meghanba-kiley@aen-nexus.co-m	NYS	MBE	INFORMATION TECHNOLOGY	All work districts/regions	Services Consultants	\$500,000 - \$999,999	Upstate New York	Capital Region

IT CONSULTANTS

AMERICAN CYBERSYSTEMS INC	RAJ	SARDANA	450 7TH AVENUE 44TH FLOOR	NEW YORK	NY	10123	450 7TH AVENUE 44TH FLOOR	NEW YORK	NY	10123	212-967- 2828	212-967- 2828	gary.new man@acsi corp.com	NYS	MBE	INFORMATION TECHNOLOGY; IT CONSULTANT; MANAGEMENT CONSULTANTS; PAYROLL ACCOUNTING SERVICES; PERSONNEL PLACEMENT; ENGINEERING; SOURCING MANAGEMENT SERVICE & SUPPORT; TECHNICAL PLACEMENT	Long Island, Mid- Hudson, NYC	Services Consultants	Over \$5 million	Downstate NYC New York	
AMTEX SYSTEM INC	SAMATH	POKALA	50 BROAD STREET SUITE 801	NEW YORK	NY	10004	50 BROAD STREET SUITE 801	NEW YORK	NY	10004	212-269- 6448	212-269- 6458	dluu@ant exsystems. com	NYS	MBE	CUSTOM SOFTWARE DEVELOPMENT; INFORMATION TECHNOLOGY	All work districts/regions	Services Consultants	Over \$5 million	Downstate NYC New York	
ANNESSE & ASSOCIATES INC		DOMINICA ANNESE	4781 STATE ROUTE 5	HERKIMER	NY	13350	4781 STATE ROUTE 5	HERKIMER	NY	13350	315-866- 2223	315-866- 2207	yannese@ annesse.co m	NYS	WBE	INFORMATION TECHNOLOGY; NETWORK CONSULTING; TELECOMMUNICATION DESIGN/STRATEGIC PLANNING, VOICE & WEB RESPONSE SYSTEMS/SOFTWARE DEV	All work districts/regions	Services Consultants	Over \$5 million	Upstate New York Valley	Modawik
AT LUCAS INC	WRTUSERV	ANTHONY LUCAS	234 GREENE AVENUE 3L	BROOKLYN	NY	11238	234 GREENE AVENUE 3L	BROOKLYN	NY	11238	718-930- 7011		atlucasinc @gmail.co m	NYS	MBE	COMPUTER INTEGRATED SYSTEMS DESIGN; DATABASE SECURITY; INFORMATION TECHNOLOGY; SYSTEMS ANALYSIS AND DESIGN; SYSTEMS INTEGRATION; COMPUTER	All work districts/regions	Services Consultants	\$100,000 - \$499,000	Downstate NYC New York	

ATS CONSULTING GROUP CORP	DAN	GARRETT	333 METRO PARK, STE F102	ROCHESTER	NY	14623	333 METRO PARK, STE F102	ROCHESTER	NY	14623	585-475-0605	585-486-1081	dgarrett@atsconsultingcorp.com	NYS	MBE	COMPUTER CONSULTING, COMPUTER HARDWARE, COMPUTER TECH SUPPORT, INFORMATION TECHNOLOGY	All work districts/regions	Services Consultants	\$500,000 - \$999,999	Upstate New York	Finger Lakes
BASE ONE TECHNOLOGIES INC.	LIZA	ZANERI	10 SOUTH DIVISION STREET SUITE 5	NEW ROCHELLE	NY	10805	10 SOUTH DIVISION STREET SUITE 5	NEW ROCHELLE	NY	10805	914-633-0200	914-633-5287	liza@base-one.com	NYS	WBE	COMPUTER INTEGRATED SYSTEMS DESIGN, COMPUTER PROGRAMMING SERVICES, INFORMATION TECHNOLOGY	All work districts/regions	Services Consultants	Over \$5 million	Upstate New York	Mid-Hudson
BEATRICE BLOCK ENTERPRISES INC	BEATRICE	BLOCK	69 SHELDON AVENUE	TARRYTOWN	NY	10591	69 SHELDON AVENUE	TARRYTOWN	NY	10591	914-631-1993	914-564-9984	blockb@col.com	NYS	WBE	INFORMATION TECHNOLOGY, INSURANCE AGENTS, BROKERS, AND SERVICE	Long Island, Mid-Hudson, NYC	Services Consultants	Less than \$100,000	Upstate New York	Mid-Hudson
BESTWEB CORPORATION	Andrew	Dickey	25 SOUTH RIVERSIDE AVENUE	CROTON ON HUDSON	NY	10520	25 SOUTH RIVERSIDE AVENUE	CROTON ON HUDSON	NY	10520	914-271-4500	914-271-4292	andy@bestweb.net	NYS	MBE	INFORMATION TECHNOLOGY, INTERNET PROVIDER	Long Island, Mid-Hudson, NYC	Services Consultants	Over \$5 million	Upstate New York	Mid-Hudson
BEYONDBOND INC	DR CH TED	HONG	2 WASHINGTON STREET 7TH FLOOR	NEW YORK	NY	10004	2 WASHINGTON STREET 7TH FLOOR	NEW YORK	NY	10004	646-313-3330	646-313-3339	ted@beyondbond.com	NYS	MBE	BUSINESS CONSULTANTS, FINANCIAL CONSULTANTS, FINANCING, INFORMATION TECHNOLOGY, MANAGEMENT CONSULTANTS, SOFTWARE DEVELOPMENT	All work districts/regions	Services Consultants	\$1,000,000 - \$4,999,999	Downstate New York	NYC

BRISSETT HOLDINGS LLC	BRISSETT & ASSOCIATES	ROBERT	BRISSETT	999 LENOX ROAD	BROOKLYN	NY	11212	999 LENOX ROAD	BROOKLYN	NY	11212	347-414-5270	866-615-1092	robert@brissett-associates.com	NYS	MBE	COMPUTER PROGRAMMING SERVICES; CUSTOM SOFTWARE DEVELOPMENT; EDUCATIONAL SOFTWARE; INFORMATION TECHNOLOGY; PROGRAM PLANNING; SOFTWARE DEVELOPMENT; SYSTEMS ANALYSIS AND DESIGN; WATERPROOFING	All work districts/regions	Services Consultants	\$100,000 - \$499,000	Downstate New York	
BUSINESS RELOCATION SERVICES INC		JESUS	LINARES	260 Beach 138 Street	Rockaway Park	NY	11694	PO Box 940192	Rockaway Park	NY	11694	718-399-8000	718-399-8016	jesus.linarae@bristollocations.com	NYS	MBE	FURNITURE STORAGE; INFORMATION TECHNOLOGY; MOVING AND STORAGE; RECORD AND INFORMATION MANAGEMENT; SYSTEMS FURNITURE INSTALLATION & DISTRIBUTION; TRUCKING TRANSPORTATION SERVICES; WATERPROOFING	Long Island; Mid-Hudson; NYC	Services Consultants	\$1,000,000 - \$4,999,999	Downstate New York	NYC
CAPSTONE INFORMATION TECHNOLOGIES INC		SITMA	FOWLER	252 PLYMOUTH AVENUE SOUTH	ROCHESTER	NY	14608	252 PLYMOUTH AVENUE SOUTH	ROCHESTER	NY	14608	585-546-4120	585-546-4125	sfowler@capstoneit.com	NYS	MBE	INFORMATION TECHNOLOGY	All work districts/regions	Services Consultants	\$1,000,000 - \$4,999,999	Upstate New York	Finger Lakes
CND ENTERPRISES		CHARLENE	DOUGALL	176 HERKIMER STREET	BROOKLYN	NY	11216	176 HERKIMER STREET	BROOKLYN	NY	11216	718-623-3860		cdougall@mapstechology.com	NYS	MBE	INFORMATION TECHNOLOGY	All work districts/regions	Services Consultants	Less than \$100,000	Downstate New York	NYC
COLLABSYS INC		MAGREDD	KATHIRAVAN	148 DAWSON LANE	JERICHO	NY	11753	148 DAWSON LANE	JERICHO	NY	11753	718-715-1807	718-228-8506	kathirave@collabsysinc.com	NYS	MBE	EMPLOYMENT AGENCY; INFORMATION TECHNOLOGY	Long Island; Mid-Hudson; NYC	Services Consultants	\$100,000 - \$499,000	Downstate New York	Long Island

IT CONSULTANTS

COMPACT BUSINESS SOLUTIONS INC	RENU GERA	VOHRA	261 WEST 35TH STREET #603	NEW YORK	NY	10001	261 WEST 35TH STREET #603	NEW YORK	NY	10001	212-594-4374	212-594-6714	rvohra@compact.com	NYS	MBE	COMPUTER CONSULTING; MAINTENANCE AND REPAIR; COMPUTER SOFTWARE STORES; INFORMATION TECHNOLOGY	Long Island; Mid-Hudson; NYC	Services Consultants	\$100,000 - \$499,000	Downtown New York	NYC
COMPUTER BLUE TECHNOLOGIES LLC	BYRON	HURLLOCK	10 CULVER DRIVE	NEW CITY	NY	10956	10 CULVER DRIVE	NEW CITY	NY	10956	845-523-2013	845-524-5509	bhurlock@computerconsulting.com	NYS	MBE	COMPUTER AUTOMATION; COMPUTER CONSULTING; COMPUTER INTEGRATED SYSTEMS DESIGN; COMPUTER PROGRAMMING SERVICES; COMPUTER TECH SUPPORT; INFORMATION MANAGEMENT SERVICES; INFORMATION RETRIEVAL; INFORMATION TECHNOLOGY; MANAGEMENT CONSULTANTS; MOBILE COMPUTER CONSULTING; SYSTEMS INTEGRATION; COMPUTER	All work districts/regions	Services Consultants	less than \$100,000	Uptown New York	Mid-Hudson
Computer Consultants International Inc.	Fatemeh	Hajar Massoudi	13 Wildwood Court	Clifton Park	NY	12055	13 Wildwood Court	Clifton Park	NY	12055	518-209-2609	518-383-8515	hmatcti@aol.com	NYS	WBE	COMPUTER CONSULTING; CONTRACT STAFFING; COMPUTER PROGRAMMING SERVICES; SYSTEMS INTEGRATION; COMPUTER; INFORMATION TECHNOLOGY	Capital Region; Central NY; North Country; NYC	Services Consultants	\$500,000 - \$999,999	Uptown New York	Capital Region

IT CONSULTANTS

CORPORATE BUSINESS SERVICES USA INC	AMY	GAVULA- TOMMINE LLO	3215 EAST MAIN STREET	ENDWELL	NY	13760	3215 EAST MAIN STREET	ENDWELL	NY	13760	607-754- 5015	607-754- 4925	chausainc @aol.com	NYS	WBE	DATA PROCESSING; DATA WAREHOUSING; INFORMATION TECHNOLOGY	All work districts/regions	Services Consultants	\$100,000 - \$499,000	Upstate New York	Southern Tier
CRIMSON TECHNOLOGIES INC	MARIA	CONNELLY	100 VOICE ROAD	CARLE PLACE	NY	11514	100 VOICE ROAD	CARLE PLACE	NY	11514	516-616- 0066	516-616- 0610	mconnelly @crimson cti.com	NYS	WBE	COMPUTER TECH SUPPORT; INFORMATION TECHNOLOGY	Long Island; Mid- Hudson; NYC	Services Consultants	\$1,000,000 0 - \$4,999,999	Downstate New York	Long Island
CSA GROUP NY ARCHITECTS AND ENGINEERS P.C	JESUS	SUAREZ	17 BATTERY PLACE, SUITE 100	NEW YORK	NY	10004	17 BATTERY PLACE, SUITE 100	NEW YORK	NY	10004	212-677- 0777	212-618- 1705	jsuarez@c saigroup.c om	NYS	MBE	CEILING CONTRACTORS; COMPUTER INTEGRATED SYSTEMS DESIGN; CONSTRUCTION MANAGEMENT; ENGINEERING - CIVIL; ENGINEERING - CONSTRUCTION; ENGINEERING - ELECTRICAL; ENGINEERING - ENVIRONMENTAL; ENGINEERING - MECHANICAL; ENGINEERING - STRUCTURAL; ENGINEERING CONSULTANTS; FIRE DETECTION SYSTEMS; FIRE PROTECTION SUPPLIES; FIREFIGHTING EQUIPMENT; FIREFPROOFING; INFORMATION	NYC	Construction Consultants	less than \$100,000	Downstate New York	NYC

IT CONSULTANTS

CSA GROUP NY ENGINEERING & CONSULTING PC	JESUS	SUAREZ	17 BATTERY PLACE SUITE 100	NEW YORK	NY	10004	17 BATTERY PLACE SUITE 100	NEW YORK	NY	10004	212-677- 0777	212-618- 1705	jsuarez@c saigroup.c om	NYS	MBE	CEILING CONTRACTORS; COMPUTER INTEGRATED SYSTEMS DESIGN; CONSTRUCTION MANAGEMENT; ENGINEERING - CIVIL; ENGINEERING - CONSTRUCTION; ENGINEERING - ELECTRICAL; ENGINEERING - ENVIRONMENTAL; ENGINEERING - MECHANICAL; ENGINEERING - STRUCTURAL; ENGINEERING CONSULTANTS; FIRE DETECTION SYSTEMS; FIRE PROTECTION SUPPLIES; FIREFIGHTING EQUIPMENT; FIREPROOFING; INFORMATION	NYC	Construction Consultants	\$1,000,00 0- \$4,999.99 9	Downstate New York	NYC
CARRIER MCCABE & ASSOCIATES INC	CMA CONSULTING SERVICES	Kay	Starford 700 TROY SCHENECTADY ROAD	LATHAM	NY	12110	700 TROY SCHENECT ADY ROAD	LATHAM	NY	12110	518-783- 9003	518-783- 5093	proposals @cma.co m	NYS	WBE	BUSINESS CONSULTANTS; COMPUTER INTEGRATED SYSTEMS DESIGN; INFORMATION MANAGEMENT SERVICES; INFORMATION TECHNOLOGY; PERSONNEL SUPPLY SERVICES; SYSTEMS ANALYSIS AND DESIGN; SYSTEMS INTEGRATION; COMPUTER	All work districts/regions	Services Consultants	Over \$5 million	Upstate New York	Capital Region

IT CONSULTANTS

D R PRO SERVICES LLC	David	Rivera	120 CASALS PLACE 258	BRONX	NY	10475	120 CASALS PLACE 258	BRONX	NY	10475	917-406-2639	drproservi ces@gmail .com	NYS	MBE	COMPUTER CONSULTING; INFORMATION TECHNOLOGY; PUBLIC SAFETY CONSULTANTS; QUALITY CONTROL; SYSTEMS INTEGRATION, COMPUTER; WATERPROOFING	All work districts/regions	Services Consultants	Less than \$100,000	Downstate NYC		
DATA INDUSTRIES LIMITED	Charles	Dwaj	1370 BROADWAY, 5TH FLOOR	NEW YORK	NY	10018	1370 BROADWAY, 5TH FLOOR	NEW YORK	NY	10018	212-471-1000	prubin@d ataind.co m	NYS	MBE	COMPUTER CONSULTING; COMPUTER INTEGRATED SYSTEMS DESIGN; COMPUTER PROGRAMMING SERVICES; DATA PROCESSING; INFORMATION TECHNOLOGY	All work districts/regions	Services Consultants	Over \$5 million	Downstate NYC		
DATA COMM CABLES INC	VISHNU	DAYAL	155 MARCUS BLVD	HAUPPAU GE	NY	11788	155 MARCUS BLVD	HAUPPAU GE	NY	11788	516-933-1400	516-933-1420	vir@cable s.com	NYS	MBE	COMPUTER CONSULTING; COMPUTER HARDWARE; COMPUTER TECH SUPPORT; COMPUTER TRAINING; INFORMATION TECHNOLOGY; MOBILE COMPUTER CONSULTING; NETWORK MIGRATION CONSULTANT; STRUCTURED CABLING; TECHNICAL SUPPORT SERVICES; TELECOMMUNICATION DESIGN/STRATEGIC PLANNING; WEB-BASED TRAINING	All work districts/regions	Services Consultants	\$1,000,000 - \$4,999,999	Downstate NYC	Long Island

IT CONSULTANTS

Dataguardz, Inc	Felice	Prante	1769 West 13th Street	Brooklyn	NY	11223	1769 West 13th Street	Brooklyn	NY	11223	646-827-3515	646-202-1827	fp@prante@dataguardz.com	NYS	MBE	IT CONSULTANT	All work districts/regions	Services Consultants	\$100,000 - \$499,000	Downstate New York	NYC
DeLamline Inc.	JESSICA	MINE	1515 BROADWAY 11TH FL	NEW YORK	NY	10036	1515 BROADWAY 11TH FL	NEW YORK	NY	10036	212-537-5899	889-962-0004	bids@delamline.com	NYS	MBE	COMPUTER BACKUP MEDIA; COMPUTER CONSULTING; COMPUTER MAINTENANCE AND REPAIR; COMPUTER PROGRAMMING SERVICES; COMPUTER TECH SUPPORT; DATA ENTRY SERVICE; DATA PROCESSING; HUMAN RESOURCES CONSULTANTS; HUMAN RESOURCES INFORMATION SYSTEMS; HUMAN SERVICES; INFORMATION MANAGEMENT SERVICES; INFORMATION TECHNOLOGY; JOB TRAINING AND DEVELOPMENT; NETWORK CONSULTING; ORGANIZATIONAL	Long Island Mid-Hudson; NYC	Services Consultants	\$100,000 - \$499,000	Downstate New York	NYC
Donna Joseph Information and Technology	Donna	Joseph	100 West 94th St.	New York	NY	10025	100 West 94th St.	New York	NY	10025	212-865-1502		Joseph.donna@gmail.com	NYS	MBE	Information access services, on-line	All work districts/regions	Services Consultants	Less than \$100,000	Downstate New York	NYC
DONNELLY & MOORE CORPORATION	EILEEN	GUZZO-GILROY	70 HAVERMILL ROAD SUITE 101	NEW CITY	NY	10956	70 HAVERMILL ROAD SUITE 101	NEW CITY	NY	10956	845-304-8344	845-708-0111	eileen@donnellymoore.com	NYS	MBE	APPLICATION DEVELOPMENT; INFORMATION TECHNOLOGY; PROGRAM PLANNING	All work districts/regions	Services Consultants	Over \$5 million	Upstate New York	Mid-Hudson

IT CONSULTANTS

DPNS LLC	DAVID	PARK	32 HOLMAN BLVD 2ND FLOOR E	HICKSVILLE	NY	11801	32 HOLMAN BLVD 2ND FLOOR	HICKSVILLE	NY	11801	516-280-5927	516-280-5928	dpnslh@dpns.com	NYS	MBE	BROKER - COMPUTER EQUIPMENT; CONSULTING; COMPUTER HARDWARE; COMPUTER MAINTENANCE AND REPAIR; COMPUTER PERIPHERALS MAINTENANCE & REPAIR; INFORMATION TECHNOLOGY; WATERPROOFING	Long Island, Mid-Hudson, NYC	Services Consultants	\$100,000 - \$499,000	Downstate New York	Long Island
EASTERN STANDARD CONSULTANTS INC	WILLIAM	DIAZ JR	199 LINCOLN AVENUE	BRONX	NY	10454	199 LINCOLN AVENUE	BRONX	NY	10454	718-401-7300	718-401-7301	wldiaz@esccabling.com	NYS	MBE	CABLE INSTALLATION; COMPUTER INTEGRATED SYSTEMS DESIGN; DATA PROCESSING; INFORMATION TECHNOLOGY; NETWORK INSTALLATION AND SUPPORT; TELECOMMUNICATION DESIGN/STRATEGIC PLANNING; TELECOMMUNICATIONS CONSULTANTS; TELECOMMUNICATIONS SYSTEMS; VOICE & WEB RESPONSE SYSTEMS/SOFTWARE DEV	All work districts/regions	Construction	\$100,000 - \$499,000	Downstate New York	Long Island
EILEEN P MAGUIRE	EILEEN	MAGUIRE	101 SUNRISE AVENUE	SAYVILLE	NY	11782	101 SUNRISE AVENUE	SAYVILLE	NY	11782	631-567-1388	631-567-1388	epmaguire@msn.com	NYS	WBE	BUSINESS CONSULTANTS; INFORMATION TECHNOLOGY; TELECOMMUNICATIONS CONSULTANTS; TELEPHONE COMMUNICATIONS, LOCAL; WATERPROOFING	Long Island, Mid-Hudson, NYC	Services Consultants	\$100,000 - \$499,000	Downstate New York	Long Island

ELITE IMAGING LLC		MESSIAN	MIRAVAN	920 THIRD AVENUE 4TH FLOOR	NEW YORK	NY	10022	920 THIRD AVENUE 4TH FLOOR	NEW YORK	NY	10022	212-644-6102	212-644-6103	mmiravan@elitehd.com	NYS	MBE	IMAGING, DOCUMENT, TECHNOLOGY, OPTICAL SCANNING DATA SERVICE, PHOTOCOPYING SERVICE, PRINTING, SOFTWARE DEVELOPMENT	All work districts/regions	Services Consultants	\$1,000,000 - \$4,999,999	Downstate New York	Long Island
ELITE TECHNICAL SERVICES INC	ELITE TECHNICAL	DOONNA	KELLER	75 ORVILLE DRIVE SUITE 4	BOHEMIA	NY	11716	75 ORVILLE DRIVE SUITE 4	BOHEMIA	NY	11716	631-256-1399	631-366-2552	dkeller@elitehd.com	NYS	WBE	COMPUTER CONSULTING; COMPUTER INTEGRATED SYSTEMS DESIGN; COMPUTER PROGRAMMING SERVICES; INFORMATION TECHNOLOGY	Long Island; Mid-Hudson; NYC	Services Consultants	Over \$5 million	Downstate New York	Long Island
ENI SYSTEMS INC		JOSEPHINE WARD		626 RXR PLAZA - 6th FLOOR	UNIONDAL	NY	11556	626 RXR PLAZA - 6th FLOOR	UNIONDAL	NY	11556	516-522-2832	516-522-2699	jward@enisystems.com	NYS	MBE	IBM PASSPORT ADVANTAGE SOFTWARE; INFORMATION TECHNOLOGY	Long Island; Mid-Hudson; NYC	Services Consultants	Over \$5 million	Downstate New York	Long Island
ERIC ABBOTT		ERIC ABBOTT		2736 INDEPENDENCE AVE SUITE 5B	BRONX	NY	10463	2736 INDEPENDENCE AVE SUITE 5B	BRONX	NY	10463	646-238-9305		ehabbott1@gmail.com	NYS	MBE	INFORMATION TECHNOLOGY; TELECOMMUNICATIONS CONSULTANTS	All work districts/regions	Services Consultants	Less than \$100,000	Downstate New York	
ESTYMS INC		GLENWOOD D	ELAM JR	11 PENN PLAZA 5TH FLOOR	NEW YORK	NY	10001	11 PENN PLAZA 5TH FLOOR	NEW YORK	NY	10001	212-631-7439	800-613-7456	gelam@estysystems.com	NYS	MBE	INFORMATION TECHNOLOGY; NETWORK INSTALLATION AND SUPPORT; SYSTEMS INTEGRATION, COMPUTER	All work districts/regions	Services Consultants	\$1,000,000 - \$4,999,999	Downstate New York	NYC

IT CONSULTANTS

GENESIS CONSULTING SERVICES INC	CATHY	BRUSCHI	2 COMPUTER DRIVE WEST SUITE 101	ALBANY	NY	12205	2	COMPUTE R DRIVE WEST SUITE 101	ALBANY	NY	12205	518-459-9500	518-459-9501	cathy@genesisconsulting.com	NYS	WBE	COMPUTER CONSULTING; COMPUTER PROGRAMMING SERVICES; DATABASE DEVELOPMENT; INFORMATION TECHNOLOGY; SOFTWARE DEVELOPMENT; SYSTEMS ANALYSIS AND DESIGN; SYSTEMS INTEGRATION; COMPUTER; TECHNICAL PLACEMENT	All work districts/regions	Services Consultants	Over \$5 million	Upstate New York	Capital Region
GIG COMPUTERS INC	TONY	YANG	1314A CENTRAL AVENUE	ALBANY	NY	12205	1314A CENTRAL AVENUE	ALBANY	NY	12205	518-438-2444	518-438-3075	mik@igystems.com	NYS	MBE	COMPUTER CONSULTING; COMPUTER INTEGRATED SYSTEMS DESIGN; COMPUTER PROGRAMMING SERVICES; COMPUTER TECH SUPPORT; INFORMATION TECHNOLOGY; NETWORK INSTALLATION AND SUPPORT; SYSTEMS INTEGRATION; COMPUTER; TECHNICAL SUPPORT SERVICES	All work districts/regions	Construction	\$100,000 - \$499,000	Upstate New York	Capital Region	
GLOBAL BUSINESS SERVICES LLC	NITIN	SHAH	595 BLOSSOM ROAD SUITE 312	ROCHESTER	NY	14610	595 BLOSSOM ROAD SUITE 312	ROCHESTER	NY	14610	585-292-6073	585-241-3301	swilson@global-business-services.net	NYS	MBE	BUSINESS PROCESSING OUTSOURCING; INFORMATION TECHNOLOGY	Capital Region; Central NY; Finger Lakes; North Country; NYC; Southern Tier; Western NY	Services Consultants	\$1,000.00 - \$4,999.99	Upstate New York	Finger Lakes	

IT CONSULTANTS

Global IT Solutions US Inc	Venkata	Suryadeva	1133 East 35th Street Suite 2D	Brooklyn	NY	11210	1133 East 35th Street Suite 2D	Brooklyn	NY	11210	718-377-4525	718-377-2527	sal@itsus.com	NYS	MBE	COMPUTER PROGRAMMING SERVICES; CUSTOM SOFTWARE DEVELOPMENT; DATABASE DEVELOPMENT; DATABASE SECURITY; INFORMATION TECHNOLOGY; IT CONSULTANT; SOFTWARE DEVELOPMENT; SYSTEMS ANALYSIS AND DESIGN; SYSTEMS INTEGRATION, COMPUTER	All work districts/regions	Services Consultants	\$1,000.00 - \$4,999.99	Downstate NYC New York
Gradients, LLC	Luis Eduardo	Martin	237 Connecticut Road	Plattsburg	NY	12903	237 Connecticut Road	Plattsburg	NY	12903	518-569-2772	518-000-0000	ed@gradientsllc.com	NYS	MBE	Aerospace Engineering; Engineering services that include computer aided design and computer aided structural analysis.	All work districts/regions	Services Consultants	\$100,000 - \$499,000	Upstate New York North Country
GRANWOOD INC	GLENFORD GREENE		82-69 247TH ST E	BELLEROS	NY	11426	82-69 247TH ST E	BELLEROS	NY	11426	917-543-8386	718-343-5185	ggreeneg@granwoodinc.com	NYS	MBE	COMPUTER TRAINING; INFORMATION TECHNOLOGY; SYSTEMS ANALYSIS AND DESIGN; TECHNICAL CONSULTING SERVICES; TECHNICAL PLACEMENT; TRAINING CONSULTANT; WATERPROOFING	Long Island; Mid-Hudson; NYC	Services Consultants	\$100,000 - \$499,000	Downstate New York Long Island
GREEN KELLY LLC	KELLY	BURNS	2385 HIGHLAND AVENUE	ROCHESTER	NY	14612	2385 HIGHLAND AVENUE	ROCHESTER	NY	14612	585-461-0774		kelly.burns@greenkelly.com	NYS	WBE	BUSINESS PROCESSING; OUTSOURCING; COMPUTER CONSULTING; INFORMATION TECHNOLOGY	All work districts/regions	Services Consultants	Less than \$100,000	Upstate New York Finger Lakes

IT CONSULTANTS

H LEWIS NETWORK CONSULTING COPR	HEATHER	LEWIS	400 W 56TH STREET SUITE 1E	NEW YORK	NY	10019	400 W 56TH STREET SUITE 1E	NEW YORK	NY	10019	212-586- 1598	888-865- 6679	hnews@n mc.com	NYS	MBE	COMPUTER CONSULTING; COMPUTER INTEGRATED SYSTEMS DESIGN; COMPUTER PROGRAMMING SERVICES; GRAPHIC DESIGNERS AND SERVICES; INFORMATION TECHNOLOGY; NETWORK INSTALLATION AND SUPPORT; NETWORK MIGRATION CONSULTANT; SYSTEMS ANALYSIS AND DESIGN; SYSTEMS INTEGRATION; COMPUTER; WEB SITE DESIGN & MARKETING	All work districts/regions	Services Consultants	\$100,000 - \$499,000	Downstate NYC New York	
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IT CONSULTANTS

HETEP GROUP INC	Easton	Ketchin	905 EAST 39TH STREET	BROOKLYN	NY	11210	905 EAST 39TH STREET	BROOKLYN	NY	11210	210-446-4468	888-434-0510	hete@hete.com	NYS	MBE	BUILDING MATERIALS DEALERS; FACILITIES MANAGEMENT; FOOD SERVICE SUPPLIES; INFORMATION TECHNOLOGY; JANITORIAL SERVICES; JANITORIAL SUPPLIES; MEDICAL EQUIPMENT; MEDICAL SUPPLIES; MEDICAL, DENTAL, AND HOSPITAL EQUIP./SUPPL.; OFFICE FURNITURE; OFFICE FURNITURE INSTALLATION; OFFICE FURNITURE MANUFACTURER; OFFICE SUPPLIES; PETROLEUM PRODUCTS; TEXTILES; WHOLESALE SUPPLIERS	All work districts/regions	Commodities	\$500,000 - \$999,999	Downstate NYC	NYC
I Kan Solutions Mail of Technology	I Kan Solutions	Kim	262 West 123rd Street, Suite 5A	New York	NY	10027	262 West 123rd Street, Suite 5A	New York	NY	10027	646-698-4488		krugent@kanosolutions.com	NYS	MBE	COMPUTER CONSULTING; INFORMATION TECHNOLOGY	Long Island; Mid-Hudson; NYC	Construction	Less than \$100,000	Downstate NYC	NYC
IKON BUSINESS GROUP INC	KENWYN	NERO	2104 HOLLAND AVENUE SUITE 26	BRONX	NY	10462	2104 HOLLAND AVENUE SUITE 26	BRONX	NY	10462	212-334-6481	212-298-8419	ken@ikonbusinessgroup.com	NYS	MBE	COMPUTER INTEGRATED SYSTEMS DESIGN; DATA PROCESSING; ELECTRICAL WIRING HARNESSES & SUB-ASSEMBLY; INFORMATION MANAGEMENT SERVICES; INFORMATION TECHNOLOGY; NETWORK CONSULTING; SYSTEMS INTEGRATION, COMPUTER	NYC	Services Consultants	\$100,000 - \$499,000	Downstate NYC	NYC

IT CONSULTANTS

INFOSYS INTERNATIONAL INC	RAJENDRA MEHTA	110 TERMINAL DRIVE	PLAINVILLE	NY	11803	110 TERMINAL DRIVE	PLAINVILLE	NY	11803	516-576-9494	516-576-9499	rajm@infosysinternational.com	NYS	MBE	COMPUTER MAINTENANCE AND REPAIR; COMPUTER PROGRAMMING SERVICES; COMPUTER SOFTWARE STORES; INFORMATION TECHNOLOGY; SOFTWARE DEVELOPMENT	All work districts/regions	Services Consultants	\$1,000,000 - \$4,999.99	Downstate New York	Long Island
INSOL CONSULTING LLC	ELENA E	ADDOMINI AVE. #48	NEW YORK	NY	10011	175 NINTH AVENUE #48	NEW YORK	NY	10011	917-974-0218	212-243-3528	eadomine@insolconsulting.com	NYS	WBE	INFORMATION TECHNOLOGY; MANAGEMENT CONSULTANTS	Long Island; Mid-Hudson; NYC	Services Consultants	\$100,000 - \$499,000	Downstate New York	NYC
INTEGRATED STRATEGIES & SUPPORT INC	HELEN	HOLDEN STREET 8TH FLOOR	NEW YORK	NY	10001	259 WEST 30TH STREET 8TH FLOOR	NEW YORK	NY	10001	212-462-4285	212-675-4440	dh@iss-support.com	NYS	WBE	INFORMATION TECHNOLOGY; TECHNICAL PLACEMENT	All work districts/regions	Services Consultants	\$1,000,000 - \$4,999.99	Downstate New York	NYC
Integrity Plus Corporation	Dora	Tanner Ave. #224	White Plains	NY	10605	333 Mamaroneck Ave. #224	White Plains	NY	10605	212-725-5912	877-200-4739	doratarver@dotarverer.com	NYS	MBE	COMPUTER CONSULTING; CUSTOM SOFTWARE DEVELOPMENT	Long Island; Mid-Hudson; NYC	Services Consultants	Less than \$100,000	Downstate New York	NYC
INTELLECTUAL CAPITAL SERVICES INC	SHAHAN MERCHANT	350 FIFTH AVENUE 59TH FLOOR	NEW YORK	NY	10118	350 FIFTH AVENUE 59TH FLOOR	NEW YORK	NY	10118	212-736-3333	212-208-4628	shaj@intelcs.com	NYS	MBE	COMPUTER INTEGRATED SYSTEMS DESIGN; INFORMATION TECHNOLOGY; NETWORK CONSULTING; NETWORK INSTALLATION AND SUPPORT; NETWORK MIGRATION; CONSULTANT; TELECOMMUNICATION DESIGN/STRATEGIC PLANNING; TELECOMMUNICATIONS CONSULTANTS	All work districts/regions	Services Consultants	\$1,000,000 - \$4,999.99	Downstate New York	NYC

IT CONSULTANTS

IT Resource Solutions, Net Inc	Krista	Romaszka	10 Technology Drive Suite #1	East Setauket	NY	11733	10 Technology Drive Suite #1	East Setauket	NY	11733	631-941-2622	631-941-4877	kr@it-rs.net	NYS	WBE	ADMINISTRATIVE SERVICES; APPLICATION DEVELOPMENT; BUSINESS CONSULTANTS; COMPUTER AUTOMATION; COMPUTER CONSULTING; PROGRAMMING SERVICES; COMPUTER TECH SUPPORT; COMPUTER TRAINING; CONTRACT STAFFING; DATA ENTRY SERVICE; DATA PROCESSING; DATA WAREHOUSING; DATABASE DEVELOPMENT; EMPLOYMENT AGENCY; EXECUTIVE RECRUITMENT; INFORMATION TECHNOLOGY; SOURCING	ALL work districts/regions	Services Consultants	Over \$5 million	Downstate New York	Long Island
J & N Computer Services, Inc.	Nancy	Jacobsen	1387 Fairport Rd., Fairport Suite 900 J	Fairport	NY	14450	1387 Fairport Rd., Suite 900 J	Fairport	NY	14450	585-388-8780	585-388-8783	njacobsen@jncs.co	NYS	WBE	COMPUTER CONSULTING; COMPUTER HARDWARE; COMPUTER SUPPLIES AND PARTS; COMPUTERS; INFORMATION TECHNOLOGY	All work districts/regions	Services Consultants	\$1,000,000 - \$4,999,999	Upstate New York	Finger Lakes
JACKOBIN CONSULTING SERVICES INC	SAMUEL	SIMMONS	276 5TH AVENUE SUITE 712	NEW YORK	NY	10001	276 5TH AVENUE SUITE 712	NEW YORK	NY	10001	212-561-7493	212-561-7494	simmons@jackobin.com	NYS	MBE	APPLICATION DEVELOPMENT; COMPUTER TRAINING; INFORMATION TECHNOLOGY; NETWORK INSTALLATION AND SUPPORT; WATERPROOFING	All work districts/regions	Services Consultants	\$1,000,000 - \$4,999,999	Downstate New York	NYC

IT CONSULTANTS

JUNCTION PARTNERS LLC	Kevin	Fernandez	182 FOREST DRIVE	JERICHO	NY	11753	182 FOREST DRIVE	JERICHO	NY	11753	646-233-4015	646-352-4743	fernandez@junctionpartners.net	NYS	MBE	FINANCIAL CONSULTANTS; INFORMATION TECHNOLOGY; RISK MANAGEMENT; SOFTWARE DEVELOPMENT	Long Island	Services Consultants	\$100,000 - \$499,000	Downstate New York	Long Island
K&N GLOBAL INC	KHALA	HUSNAIN	116 MAHAN STREET	WEST BABYLON	NY	11704	116 MAHAN STREET	WEST BABYLON	NY	11704	516-408-0324	516-408-0324	khng99@gmail.com	NYS	MBE	COMPUTER CONSULTING; COMPUTER HARDWARE; MAINTENANCE AND REPAIR; COMPUTER PRINTER SUPPLIES; COMPUTER SOFTWARE RESELLER; INFORMATION TECHNOLOGY; IT CONSULTANT	Long Island Mid-Hudson, NYC	Services Consultants	Less than \$100,000	Downstate New York	Long Island
KDI TECHNOLOGY SOLUTIONS INC	JOHN	THOMAS	412 BROADWAY, 2ND FLOOR	NEW YORK	NY	10013	412 BROADWAY, 2ND FLOOR	NEW YORK	NY	10013	646-724-0875	646-386-9262	thomas@kdtrek.com	NYS	MBE	COMPUTER CONSULTING; COMPUTER PROGRAMMING SERVICES; INFORMATION TECHNOLOGY; SOFTWARE DEVELOPMENT	NYC	Services Consultants	Less than \$100,000	Downstate New York	NYC
KLEIN MANAGEMENT SYSTEMS INC	JUDY	KLEIN	259 S MIDDLETOWN RD	NANUET	NY	10954	259 S MIDDLETOWN RD	NANUET	NY	10954	845-623-7778	845-623-7066	sab@trash@kling.mic.com	NYS	WBE	Personnel placement, Information technology and contract staffing	All work districts/regions	Services Consultants	Over \$5 million	Downstate New York	Mid-Hudson
LEAP FROG COMPUTERS INC	CHRISTOPHER	TYSON	8 MIDDLE ISLAND BLVD	MIDDLE ISLAND	NY	11953	8 MIDDLE ISLAND BLVD	MIDDLE ISLAND	NY	11953	631-610-8970	631-610-8985	info@leapfrogcorp.org	NYS	MBE	COMPUTER CONSULTING; COMPUTER INTEGRATED SYSTEMS DESIGN; COMPUTER PROGRAMMING SERVICES; COMPUTER TECH SUPPORT; INFORMATION TECHNOLOGY	Long Island	Construction	\$100,000 - \$499,000	Downstate New York	Long Island

IT CONSULTANTS

LEXIL.COM INC	ROBERT	FAULKNER	63 DEERFIELD LANE	OSSINING	NY	10562	63 DEERFIELD LANE	OSSINING	NY	10562	914-923-0161	914-941-4523	rob.faulkner@lexil.com	NYS	MBE	COMPUTER INTEGRATED SYSTEMS DESIGN; COMPUTER MAINTENANCE AND REPAIR; COMPUTER PERIPHERALS MAINTENANCE & REPAIR; COMPUTER PRINTER SUPPLIES; INFORMATION TECHNOLOGY; NETWORK INSTALLATION AND SUPPORT	All work districts/regions	Construction	\$1,000,000 - \$4,999,999	Upstate New York	Mid-Hudson
LOGICWING INC	BLANCA	DUARTE	7 MANOR ROAD NORTH	GREENLA WN	NY	11740	7 MANOR ROAD NORTH	GREENLA WN	NY	11740	831-479-2974	877-479-2404	bluarte@logicwing.com	NYS	MBE	COMPUTER CONSULTING; COMPUTER INTEGRATED SYSTEMS DESIGN; COMPUTER PROGRAMMING SERVICES; COMPUTER TRAINING; DATA PROCESSING; INFORMATION TECHNOLOGY; TECHNICAL SUPPORT SERVICES	Long Island; Mid-Hudson; NYC	Services Consultants	\$100,000 - \$499,000	Downstate New York	Long Island

IT CONSULTANTS

LONGI ENGINEERING P C		Mohamm ad	Longi	40 WEST 37TH STREET SUITE 301	NEW YORK	NY	10018	40 WEST 37TH STREET SUITE 301	NEW YORK	NY	10018	212-997-9444	212-997-2246	moham@longieng.com	NYS	MBE	COMPUTER CONSULTING; COMPUTER PROGRAMMING SERVICES; COMPUTER TECH SUPPORT; CONSTRUCTION INSPECTION; CUSTOM SOFTWARE DEVELOPMENT; ENGINEERING - CIVIL; ENGINEERING - STRUCTURAL; INFORMATION TECHNOLOGY; INSPECTION SERVICES; REGULATORY COMPLIANCE; WATERPROOFING	Long Island, Mid-Hudson, NYC	Construction Consultants	\$500,000 - \$999,999	Downtown NYC	
Lyux Technology Partners, Inc.	Lyux Technology Partners, Inc.	Alic	Perimeter	100 Church Street, 8th Floor	New York	NY	10007	7 Kyle Drive	Philipsbur g	NJ	8865	800-314-0455	908-442-7066	ap@lyuxp.com	NYS	MBE	Information technology, computer tech support, systems integration, computer, compliance and validation consulting, computer consulting, management consulting, computer software reseller and database security	All work districts/regions	Services Consultants	\$1,000,000 - \$4,999,999	Downtown NYC	
Massie Services, LLC		Michelle	Massie	129 Nichols Avenue	Brooklyn	NY	11208	129 Nichols Avenue	Brooklyn	NY	11208	718-880-5127		info@massieservices.com	NYS	MBE	IT Consultant, Web Design, Project Management, Software & Computer Training and Tech Writing.	All work districts/regions	Services Consultants	Less than \$100,000	Downtown NYC	

IT CONSULTANTS

MICROAGILITY INC	Sajid	Khan	48 WALL STREET, 11TH FLOOR	NEW YORK	NY	10005	48 WALL STREET, 11TH FLOOR	NEW YORK	NY	10005	212-731-2248	609-716-9024	sajid@microagility.com	NYS	MBE	COMPUTER PROGRAMMING SERVICES; CUSTOM SOFTWARE DEVELOPMENT; INFORMATION MANAGEMENT SERVICES; INFORMATION TECHNOLOGY; SATELLITE AND MICROWAVE COMMUNICATIONS; SYSTEMS ANALYSIS AND DESIGN; WEB SITE DESIGN & MARKETING	All work districts/regions	Services Consultants	\$1,000.00 - \$4,999.99	Downstate New York	NYC
Mikdammax Inc	Inga	Mikadze	7308 18TH AVE	Brooklyn	NY	11204	7308 18TH AVE	Brooklyn	NY	11204	718-360-5337	718-928-3852	mikdammaxinc@aol.com	NYS	WBE	Information Technology, IT Consultant	All work districts/regions	Services Consultants	Less than \$100,000	Downstate New York	NYC
Network Experts of New York Inc	Anuradha	McGowan	220 Washington Avenue Extension	Albany	NY	12205	220 Washington Avenue Extension	Albany	NY	12205	877-268-3128	877-268-3128	anuradha@networkexperts.com	NYS	MBE	COMPUTER CONSULTING; INFORMATION TECHNOLOGY; NETWORK CONSULTING; NETWORK INSTALLATION AND SUPPORT; SYSTEMS ANALYSIS AND DESIGN; TECHNICAL CONSULTING SERVICES; WEB SITE DESIGN & MARKETING	All work districts/regions	Services Consultants	\$500,000 - \$999,999	Upstate New York	Capital Region
OFFICE AUTOMATION & TRAINING CORP	SILVIA	MORALES-FAHLER	5399 WEBSTER ROAD	ORCHARD PARK	NY	14127	5399 WEBSTER ROAD	ORCHARD PARK	NY	14127	716-572-2297	716-332-0496	silvia@atai.com	NYS	MBE	COMPUTER CONSULTING; COMPUTER SOFTWARE STORES; COMPUTER TRAINING; INFORMATION TECHNOLOGY	All work districts/regions	Services Consultants	\$100,000 - \$499,000	Upstate New York	Western NY

IT CONSULTANTS

PKA TECHNOLOGIES INC	FELISE	KATZ	ONE EXECUTIVE BLVD SUITE 101	SUFFERN	NY	10901	ONE EXECUTIVE BLVD SUITE 101	SUFFERN	NY	10901	845-357-0170	845-357-0130	felise.katz@pkatech.com	NYS	WBE	COMPUTER CONSULTING; COMPUTER HARDWARE - RESELLER; COMPUTER SOFTWARE RESELLER; INFORMATION TECHNOLOGY; IT CONSULTANT	All work districts/regions	Services Consultants	Over \$5 million	Upstate New York	Mid-Hudson
POWERLINK PC TECHNOLOGY LLC	ALISA	GONSALVES	109-29 115TH STREET	SOUTH OZONE PARK	NY	11420	109-29 115TH STREET	SOUTH OZONE PARK	NY	11420	516-439-1375	800-893-4611	support@powerlink-pc.com	NYS	MBE	COMPUTER HARDWARE - RESELLER; INFORMATION TECHNOLOGY	Capital Region; Long Island; NYC	Commodities	\$100,000 - \$499,000	Downstate New York	NYC
PRECISION DATA LLC	MARLENE	SAFERSTEIN	80 LASALLE STREET SUITE 10F	NEW YORK	NY	10027	80 LASALLE STREET SUITE 10F	NEW YORK	NY	10027	212-961-9153	212-961-9153	admin@prcdsiongo.com	NYS	WBE	APPLICATION DEVELOPMENT; COMPUTER INTEGRATED SYSTEMS DESIGN; COMPUTER PROGRAMMING SERVICES; INFORMATION TECHNOLOGY; SYSTEMS ANALYSIS AND DESIGN	All work districts/regions	Services Consultants	\$500,000 - \$999,999	Downstate New York	NYC
PREMIUM TECHNOLOGY INC	KENNY	LEUNG	32 BROADWAY SUITE 1201	NEW YORK	NY	10004	32 BROADWAY SUITE 1201	NEW YORK	NY	10004	646-773-5769	212-658-9101	leung24@remunthlc.com	NYS	MBE	COMPUTER CONSULTING; COMPUTER PROGRAMMING SERVICES; INFORMATION TECHNOLOGY; SYSTEMS INTEGRATION, COMPUTER	All work districts/regions	Services Consultants	Over \$5 million	Downstate New York	NYC

IT CONSULTANTS

PROJECT MANAGEMENT RESOURCE GROUP INC	FREDRICK	REDD	305 MADISON AVENUE SUITE 449	NEW YORK	NY	10017	305 MADISON AVENUE SUITE 449	NEW YORK	NY	10017	212-983-7385	877-493-0963	fred.redd@pmrg-inc.com	NYS	MBE	8/14/2012; CONSTRUCTION MANAGEMENT; ENGINEERING CONSULTANTS; ENVIRONMENTAL CONSULTANTS; ENVIRONMENTAL SAFETY PRODUCTS; INFORMATION TECHNOLOGY; MARKETING FILM/LENT SERVICES; PROGRAM PLANNING; QUALITY CONTROL; SAFETY & HEALTH TRAINING; TRANSPORTATION PLANNER; WATERPROOFING	Long Island; Mid-Hudson; NYC	Construction Consultants	\$100,000 - \$499,000	Downstate New York	Mid-Hudson
Protek Information Technology Services	Jill	Pittore	492 Mitchell Dr	Valley Cottage	NY	10989	492 Mitchell Dr	Valley Cottage	NY	10989	845-267-0453	845-267-0454	jill.pittore@protekt-services.com	NYS	WBE	Computer Systems Design Consulting Services, DATABASE SECURITY, COMPUTER PROGRAMMING SERVICES, COMPUTER HARDWARE/SOFTWARE - RESELLER	All work districts/regions	Services Consultants	Less than \$100,000	Upstate New York	Mid-Hudson
PSI INTERNATIONAL INC	MAZIM	DHANANI	150 Broadway Suite 300	New York	NY	10038	150 Broadway Suite 300	New York	NY	10038	703-621-5840	703-352-8236	dmehra@psilit.com	NYS	MBE	DEFENSE TECHNOLOGY SERVICES; HEALTH SUPPORT SERVICES; HUMAN SERVICES; INFORMATION TECHNOLOGY; PROGRAM PLANNING; SOFTWARE DEVELOPMENT; SYSTEMS ANALYSIS AND DESIGN; TECHNICAL SUPPORT SERVICES	All work districts/regions	Services Consultants	Over \$5 million	Out of State	Out of State

IT CONSULTANTS

PURPLE GENIE INC	CMIT SOLUTIONS OF MANHATTAN	Elise	GORDON	415 MADISON AVE 15TH FL	NEW YORK	NY	10017	415 MADISON AVE 15TH FL	NEW YORK	NY	10017	646-673-8500	845-368-0884	elise@purplegenie.com	NYS	WBE	ARCHITECTURAL DESIGN; COMPUTER HARDWARE - RESELLER; COMPUTER SOFTWARE RESELLER; INFORMATION MANAGEMENT SERVICES; INFORMATION TECHNOLOGY	All work districts/regions	Construction Consultants	\$100,000 - \$499,000	Downtown NYC New York	
R SYSTEMS INC		NEGASH	ABDURAHMAN	555 MAIN STREET STE 1707	NEW YORK	NY	10044	555 MAIN STREET STE 1707	NEW YORK	NY	10044	917-673-8920	212-583-1144	info@rsys.com	NYS	MBE	COMPUTER CONSULTING; INTEGRATED SYSTEMS DESIGN; COMPUTER MAINTENANCE AND REPAIR; COMPUTER PROGRAMMING SERVICES; COMPUTER TECH SUPPORT; COMPUTER TRAINING; INFORMATION TECHNOLOGY; MOBILE COMPUTER CONSULTING; SYSTEMS INTEGRATION; COMPUTER TECHNICAL SUPPORT SERVICES	All work districts/regions	Services Consultants	\$100,000 - \$499,000	Downtown NYC New York	
R K SOFTWARE INC		GOUTAM	SAHA	36-30 37TH STREET 2ND FLOOR	LONG ISLAND CITY	NY	11101	36-30 37TH STREET 2ND FLOOR	LONG ISLAND CITY	NY	11101	718-786-9338	718-786-9308	info@rkssoftware.com	NYS	MBE	DIGITAL MEDIA DEVELOPMENT; INFORMATION MANAGEMENT SERVICES; INFORMATION TECHNOLOGY	Long Island; Mid-Hudson; NYC	Services Consultants	\$500,000 - \$999,999	Downtown NYC New York	
RAV Consulting LLC	RAV Consulting	Namita	Kansal	347 Fifth Avenue #1402-538	New York	NY	10016	347 Fifth Avenue #1402-538	New York	NY	10016	212-967-8518	347-503-0976	namita@rav.com	NYS	MBE	COMPUTER CONSULTING; INFORMATION TECHNOLOGY; RISK MANAGEMENT	All work districts/regions	Services Consultants	\$100,000 - \$499,000	Downtown NYC New York	

IT CONSULTANTS

REBEL VISIONS CORPORATION	EDWARD	JOHNSON	222 PURCHASE STREET, #177	RYE	NY	10580	222 PURCHASE STREET, #177	RYE	NY	10580	914-618-4454	eddie.johnson@rebelvision.com	NYS	MBE	INFORMATION TECHNOLOGY; WATERPROOFING	Long Island; Mid-Hudson; NYC	Services Consultants	\$100,000 - \$499,000	Upstate New York	Mid-Hudson
Reltronics Technologies Inc	Sanjay	Anuja	333 Metro Park, Suite N-209	Rochester	NY	14623	P.O. Box 299	Belle Mead	NJ	8502	585-427-2550	sa@reltronics.com	NYS	MBE	COMPUTER CONSULTING; INFORMATION TECHNOLOGY; TECHNICAL SUPPORT SERVICES; gps tracking; manufacturing; deploying, and monitoring security	All work districts/regions	Services Consultants	\$500,000 - \$999,999	Upstate New York	Finger Lakes
REVEL ANALYTICS LLC	DOUMAR	NABE	765 RIVERSIDE DRIVE SUITE 6D	NEW YORK	NY	10032	765 RIVERSIDE DRIVE SUITE 6D	NEW YORK	NY	10032	212-795-8648	onilbas@revelanalytics.com	NYS	MBE	BUSINESS CONSULTANTS; CUSTOM SOFTWARE DEVELOPMENT; HEALTH STATISTICS; INFORMATION TECHNOLOGY; MARKET RESEARCH AND ANALYSIS; MARKETING CONSULTANTS; RISK MANAGEMENT; SCIENTIFIC RESEARCH; SYSTEMS ANALYSIS AND DESIGN	All work districts/regions	Services Consultants	\$500,000 - \$999,999	Downstate New York	NYC
Robinson Computer Services, LLC	Tim	Robinson	4749 Fawn Hill	Syracuse	NY	13215	4749 Fawn Hill	Syracuse	NY	13215	315-492-1696	tim@rcsny.com	NYS	MBE	Provide sales and service for computers, software, hardware, network, printers, wireless access, remote access and data. Provide IT consulting.	All work districts/regions	Services Consultants	\$100,000 - \$499,000	Upstate New York	Central NY

IT CONSULTANTS

Roraina Consulting Inc	Andrea	Watson-James	One Cross Island Plaza, Suite 114	Rosedale	NY	11422	One Cross Island Plaza	Rosedale	NY	11422	718-723-1295	718-723-0889	andrewj@rorainaconsulting.com	NYS	MBE	ENERGY CONSERVATION CONSULTANTS; ENERGY MANAGEMENT CONSULTANT; GREEN BUILDING CONSULTING SERVICES; INFORMATION MANAGEMENT SERVICES; INFORMATION TECHNOLOGY; MANAGEMENT CONSULTANTS; MANAGEMENT TRAINING; SOLAR ENERGY COMPONENTS-DESIGN & INSTALL	Long Island, Mid-Hudson, NYC	Services Consultants	\$500,000 - \$999,999	Downstate New York	NYC
RO PARTNERS INC	VICKY	SACKOS	108-18 QUEENS BLVD SUITE 7	FOREST HILLS	NY	11375	108-18 QUEENS BLVD SUITE 7	FOREST HILLS	NY	11375	646-233-5858	212-208-2480	vsackos@rpartners.com	NYS	WBE	COMPUTER INTEGRATED SYSTEMS DESIGN; INFORMATION TECHNOLOGY; NETWORK CONSULTING; NETWORK INSTALLATION AND SUPPORT; NETWORK MIGRATION CONSULTANT; TELECOMMUNICATION DESIGN/STRATEGIC PLANNING; TELECOMMUNICATIONS CONSULTANTS; TELECOMMUNICATIONS SYSTEMS	Long Island, Mid-Hudson, NYC	Services Consultants	\$1,000,000 - \$4,999,999	Downstate New York	NYC

IT CONSULTANTS

R&S MEDIA SYSTEMS LLC	MAKESH	SENGAL	14 EAST 38TH STREET, 9th FLOOR	NEW YORK	NY	10016	14 EAST 38TH STREET, 9th FLOOR	NEW YORK	NY	10016	646-839-4147	646-839-4194	debbiel@sgsystems.com	NYS	MBE	COMPUTER AUTOMATION; COMPUTER CONSULTING; COMPUTER INTEGRATED SYSTEMS DESIGN; COMPUTER PROGRAMMING SERVICES; INFORMATION TECHNOLOGY; INTERNET DEVELOPMENT	All work districts/regions	Services Consultants	\$100,000 - \$499,000	Downtown New York	NYC
SECOND AVENUE SOFTWARE INC	Victoria	Vanhooch	190 OFFICE PARK WAY	PITTSFORD	NY	14534	190 OFFICE PARK WAY	PITTSFORD	NY	14534	585-419-6530	585-419-6538	info@scoindustrial.com	NYS	WBE	INFORMATION TECHNOLOGY; SOFTWARE DEVELOPMENT	All work districts/regions	Services Consultants	\$500,000 - \$999,999	Upstate New York	Finger Lakes
SERVERWARE CORPORATION	SANDRA	KEGELMEYER	1250 PITTSFORD VICTOR RD BLDG 100	PITTSFORD	NY	14534	1250 PITTSFORD VICTOR RD BLDG 100	PITTSFORD	NY	14534	585-785-6100	585-292-1644	kegelme@serverwarecorp.com	NYS	WBE	COMPUTER HARDWARE; COMPUTER TECH SUPPORT; INFORMATION TECHNOLOGY	All work districts/regions	Services Consultants	Over \$5 million	Upstate New York	Finger Lakes
SHEN MILSON & WILKE LLC	Fred	Shen	417 FIFTH AVENUE 5TH FLOOR	NEW YORK	NY	10016	417 FIFTH AVENUE 5TH FLOOR	NEW YORK	NY	10016	212-725-6800	212-725-0864	edawitt@smwllc.com	NYS	MBE	AUDIO-VIDEO CONSULTANT; COMPUTER INTEGRATED SYSTEMS DESIGN; HEALTH CARE CONSULTANT; INFORMATION TECHNOLOGY; SECURITY CONSULTING SERVICES; SECURITY SYSTEM DESIGN SERVICES	All work districts/regions	Services Consultants	Over \$5 million	Downtown New York	NYC

IT CONSULTANTS

SHVINE CONSULTING SERVICES INC	VISHAL	PATEL	42 APPLE LANE	MEDFORD	NY	11763	42 APPLE LANE	MEDFORD	NY	11763	631-835-4212	vishal@shvyniconsulting.com	NYS	MBE	COMPUTER CONSULTING; COMPUTER INTEGRATED SYSTEMS DESIGN; INFORMATION TECHNOLOGY; MOBILE COMPUTER CONSULTING; NETWORK CONSULTING; SYSTEMS ANALYSIS AND DESIGN; TECHNICAL PLACEMENT; TECHNICAL SUPPORT SERVICES; WEB SITE DESIGN & MARKETING	Long Island; Mid-Hudson; NYC	Services Consultants	\$100,000 - \$499,000	Downstate New York	Long Island
SIXTH FLOOR DEVELOPERS LLC	ERIC	HARRIS	275 MADISON AVENUE SUITE 603	NEW YORK	NY	10016	275 MADISON AVENUE SUITE 603	NEW YORK	NY	10016	212-880-4255	eric@6fd.cdm	NYS	MBE	DIGITAL MEDIA DEVELOPMENT; INFORMATION TECHNOLOGY; MARKETING CONSULTANTS; VIDEO PRODUCTION; WEB SITE DESIGN & MARKETING; WEB SITE HOSTING	All work districts/regions	Services Consultants	\$100,000 - \$499,000	Downstate New York	NYC
SMT Associates Inc	Samir	Ahuja	20 Sheilbourne Dr	Clifton Park	NY	12065	20 Sheilbourne Dr	Clifton Park	NY	12065	518-371-0911	samir/ahuja@smtincorp.com	NYS	MBE	COMPUTER PROGRAMMING SERVICES; COMPUTER TRAINING; INFORMATION TECHNOLOGY	All work districts/regions	Services Consultants	\$1,000.00 - \$4,999.99	Upstate New York	Capital Region
SOFTNET SOLUTIONS INC	RAJESH B ABU	RAMASUB BU	40 WEST 38TH STREET 6TH FLOOR	NEW YORK	NY	10018	40 WEST 38TH STREET 6TH FLOOR	NEW YORK	NY	10018	212-278-8040	rajeshb@5nsd.com	NYS	MBE	INFORMATION TECHNOLOGY; SOFTWARE DEVELOPMENT	Long Island; Mid-Hudson; NYC	Services Consultants	\$1,000.00 - \$4,999.99	Downstate New York	NYC

IT CONSULTANTS

SOLUTIONS GROUP USA LLC	MILES	RAMBOYONG	445 PARK AVE, 10TH FLOOR	NEW YORK	NY	10022	445 PARK AVE, 10TH FLOOR	NEW YORK	NY	10022	212-380-1333	917-322-2105	miles@sguconsulting.com	NYS	MBE	COMPUTER INTEGRATED SYSTEMS DESIGN; COMPUTER PROGRAMMING SERVICES; COMPUTER TRAINING; INFORMATION TECHNOLOGY; NETWORK CONSULTING; NETWORK INSTALLATION AND SUPPORT; SOUND AND VIDEO INSTALLATION; SYSTEMS ANALYSIS AND DESIGN; WEB SITE DESIGN & MARKETING	All work districts/regions	Services Consultants	\$100,000 - \$499,000	Downstate NYC	
Source Of Future Soft Inc Technology Inc	Cathy	Grubjak	161 Avenue Of Americas Suite 904	New York	NY	10013	161 Avenue Of Americas Suite 904	New York	NY	10013	212-633-1515	212-633-6429	grubjak@softinc.com	NYS	WBE	Computer Integrated System Design; Computer Program Services; Information Technology; Software Development.	All work districts/regions	Services Consultants	Over \$5 million	Downstate New York	NYC
STELLAR SERVICES	Liang	Chen	70 WEST 36TH STREET SUITE 700	NEW YORK	NY	10018	70 WEST 36TH STREET SUITE 700	NEW YORK	NY	10018	212-432-2848	212-432-2846	contact@stellara.com	NYS	MBE	INFORMATION TECHNOLOGY; IT CONSULTANT; TELECOMMUNICATIONS SYSTEMS	All work districts/regions	Services Consultants	Over \$5 million	Downstate New York	NYC
STEM STRATEGIC INSIGHTS, INC.	MYRNA	RAMON	1305 MIDDLE COUNTRY ROAD, SUITE 14D	SELDEN	NY	11784	1305 MIDDLE COUNTRY ROAD, SUITE 14D	SELDEN	NY	11784	631-320-9863	631-320-9863	stemteam@stem-si.com	NYS	MBE	COMPUTER CONSULTING; COMPUTER TRAINING; HUMAN RESOURCES CONSULTANTS; INFORMATION TECHNOLOGY; IT CONSULTANT; MANAGEMENT CONSULTANTS	All work districts/regions	Services Consultants	Less than \$100,000	Downstate New York	Long Island

IT CONSULTANTS

STRAIGHT AHEAD SOLUTIONS LLC		JAMES	CRAWFOR D JR	1351 REMSEN AVENUE	BROOKLY N	NY	11236	1351 REMSSEN AVENUE	BROOKLY N	NY	11236	718-554- 6727	718-228- 9106	james@str aightaha dsolutions .com	NYS	MBE	BUSINESS CONSULTANTS; INFORMATION TECHNOLOGY; MOBILE COMPUTER CONSULTING; SYSTEMS INTEGRATION, COMPUTER	Central NY; Long Island; Mid-Hudson; Consultants NYC	Services Consultants	Less than \$100,000	Downstate New York	Long Island
SVAM INTERNATIONAL INC		ANIL	KAPOOR	233 EAST SHORE ROAD SUITE 201	GREAT NECK	NY	11023	233 EAST SHORE ROAD SUITE 201	GREAT NECK	NY	11023	516-466- 6655	516-466- 8260	allen@sya m.com	NYS	MBE	COMPUTER AUTOMATION; COMPUTER CONSULTING; COMPUTER INTEGRATED SYSTEMS DESIGN; COMPUTER SOFTWARE STORES; COMPUTER TECH SUPPORT; INFORMATION TECHNOLOGY	All work districts/regions	Services Consultants	Over \$5 million	Downstate New York	Long Island
SYGMA TECHNOLOGY SOLUTIONS INC		RONALD	HOLLAND	300 WEST 135TH STREET SJ	NEW YORK	NY	10030	300 WEST 135TH STREET SJ	NEW YORK	NY	10030	917-507- 1500	509-267- 0676	stuart.holl and@syg matechnol ogy.com	NYS	MBE	CUSTOM SOFTWARE DEVELOPMENT; DATABASE DEVELOPMENT; INFORMATION MANAGEMENT SERVICES; INFORMATION TECHNOLOGY; SOFTWARE DEVELOPMENT; TECHNICAL CONSULTING SERVICES	Long Island; Mid- Hudson; NYC	Services Consultants	Less than \$100,000	Downstate New York	NYC

SYZYGY THREE INC	CAMERON NILES	246 FIFTH AVENUE SUITE 300	NEW YORK	NY	10001	246 FIFTH AVENUE SUITE 300	NEW YORK	NY	10001	646-442-1490	646-442-1499	sourceke@syzyg3.com	NYS	MBE	COMPUTER CONSULTING; COMPUTER HARDWARE; COMPUTER INTEGRATED SYSTEMS DESIGN; COMPUTER MAINTENANCE AND REPAIR; COMPUTER TECH SUPPORT; INFORMATION TECHNOLOGY; NETWORK CONSULTING; NETWORK INSTALLATION AND SUPPORT; NETWORK MIGRATION	All work districts/regions	Services Consultants	\$1,000,000 - \$4,999,999	Downstate New York	Long Island NYC	
TAL SOFTWARE SYSTEMS CORP	JAVED MIRZA	1711 60TH ST SUITE 1F	BROOKLYN	NY	11204	1711 60TH ST SUITE 1F	BROOKLYN	NY	11204	718-259-1933	718-234-6987	javed@talsoftware.com	NYS	MBE	COMPUTER CONSULTING; COMPUTER PROGRAMMING SERVICES; DATA PROCESSING; DATABASE SECURITY; EDUCATIONAL SERVICES; INFORMATION TECHNOLOGY; NETWORK CONSULTING; SOFTWARE DEVELOPMENT; TRAINING CONSULTANT	All work districts/regions	Services Consultants	\$1,000,000 - \$4,999,999	Downstate New York	Long Island NYC	
TALENTFACTOR INC	CINETICS	XIAO LIN ZOU	B LONG ROAD	MANORVILLE	NY	11949	B LONG ROAD	MANORVILLE	NY	11949	646-862-1450	646-553-3319	mbe@talentfactorinc.com	NYS	MBE	COMPUTER CONSULTING; INFORMATION TECHNOLOGY	Long Island; NYC	Services Consultants	\$100,000 - \$499,000	Downstate New York	Long Island

TEAM PATTI, LTD	KANNER CONNECT	PATTI	KANNER	1370 W BOXWOOD DR	HEWLETT	NY	11557	1370 W BOXWOOD D DR	HEWLETT	NY	11557	800-616- 0744	516-791- 5707	patti@kann erconnect t.com	NYS	WBE	DIGITAL PUBLISHING; DOCUMENT CONTROL; INFORMATION MANAGEMENT SERVICES; INFORMATION RETRIEVAL; INFORMATION TECHNOLOGY; RECORD AND INFORMATION MANAGEMENT	All work districts/regions	Services Consultants	Less than \$100,000	Downstate Long New York	Long Island
Techno Solutions Group Inc		VICTORIA	RICCIUTI	400 Fifth Avenue, Ste 37G	New York	NY	10018	400 Fifth Avenue, Ste 37G	New York	NY	10018	800-211- 6858	305-675- 0865	vricciut@t echnosoluc ion	NYS	WBE	Temporary staffing services	NYC	Services Consultants	\$1,000.00 0 - \$4,999.99	Downstate Long New York	NYC
TECHNOLOGY DEVELOPMENT GROUP		BAVINTON	MORALES	460 SHERIDAN BOULEVARD	INWOOD	NY	11096	460 SHERIDAN BOULEVARD D	INWOOD	NY	11096	516-558- 0052	516-612- 3454	tdg@tech dgroup.co m	NYS	MBE	COMPUTER CONSULTING; COMPUTER HARDWARE; COMPUTER HARDWARE - RESELLER; COMPUTER INTEGRATED SYSTEMS DESIGN; COMPUTER MAINTENANCE AND REPAIR; INFORMATION TECHNOLOGY; NETWORK CONSULTING	Long Island; Mid- Hudson; NYC	Services Consultants	\$100,000 - \$499,000	Downstate Long New York	Long Island
Technoworld Technologies Inc.	Trol.net	Wayne	Royce	1200 South Avenue	Staten Island	NY	10314	1200 South Avenue, Suite 102	Staten Island	NY	10314	718-761- 2790	718-761- 2794	wroyce@tr ol.net	NYS	MBE	COMPUTER CONSULTING; COMPUTER INTEGRATED SYSTEMS DESIGN; COMPUTER SUPPLIES AND PARTS;	All work districts/regions	Commodities	Less than \$100,000	Downstate Long New York	NYC

IT CONSULTANTS

TRANSCEND. TECHNOLOGY LLC		DEBORAH	TABACCO	87 SURREY HILL DRIVE	LATHAM	NY	12110	87 SURREY HILL DRIVE	LATHAM	NY	12110	518-469- 5540	del.tabac co@transc endtechno logy.net	NYS	WBE	AUDITING (RISK MANAGEMENT); ENVIRONMENTAL SAFETY PRODUCTS; INFORMATION MANAGEMENT SERVICES; INFORMATION TECHNOLOGY; MANAGEMENT CONSULTANTS; WATERPROOFING	Capital Region: Long Island; Mid- Hudson; Mohawk Valley; NYC; Southern Tier	Services Consultants	\$100,000 - \$499,000	Upstate New York	Capital Region
TRIVISON GROUP INC		ANITA	SHENY	608 5TH AVENUE SUITE 401	NEW YORK	NY	10020	608 5TH AVENUE SUITE 401	NEW YORK	NY	10020	212-869- 5455	info@triv isioninc.co m	NYS	MBE	COMPUTER CONSULTING; COMPUTERTECH SUPPORT; CONTRACT STAFFING; INFORMATION TECHNOLOGY; MEDICAL DIAGNOSTIC CENTERS; SOFTWARE DEVELOPMENT; SYSTEMS INTEGRATION; COMPUTER TECHNICAL CONSULTING SERVICES; TECHNICAL PLACEMENT	All work districts/regions	Services Consultants	\$1,000.00 0 - \$4,999.99	Downstate New York	NYC
TSENG ASSOCIATES INC		AILEEN	TSENG	3940 HYLAN BLVD	STATEN ISLAND	NY	10308	3940 HYLAN BLVD	STATEN ISLAND	NY	10308	718-317- 6644	kevin@tseng @bww.co m	NYS	WBE	Information technology network installation and support, network consulting, computer consulting, computer maintenance and repair and computer tech support.	NYC	Services Consultants	Less than \$100,000	Downstate New York	NYC

UTC ASSOCIATES INC	AZIZ	AHMAD	82 WALL STREET SUITE 701-702	NEW YORK	NY	10005	82 WALL STREET SUITE 701-702	NEW YORK	NY	10005	212-359-2544	212-344-4114	ahmad@utcasociates.com	NYS	MBE	COMPUTER INTEGRATED SYSTEMS DESIGN; INFORMATION TECHNOLOGY; NETWORK CONSULTING; NETWORK INSTALLATION AND SUPPORT; SYSTEMS ANALYSIS AND DESIGN; SYSTEMS INTEGRATION, COMPUTER; TELECOMMUNICATIONS SYSTEMS; WATERPROOFING	All work districts/regions	Services Consultants	\$1,000,000 - \$4,999,999	Downtown New York	NYC
WOLEO SOLUTION & SERVICES CORPORATION	James	Du	186 BAY 20TH STREET N	BROOKLYN	NY	11214	186 BAY 20TH STREET	BROOKLYN	NY	11214	718-837-2163	253-359-1142	woleo@vindexinc.com	NYS	MBE	INFORMATION TECHNOLOGY; NETWORK CONSULTING; NETWORK INSTALLATION AND SUPPORT; SYSTEMS ANALYSIS AND DESIGN; SYSTEMS INTEGRATION, COMPUTER; TECHNICAL CONSULTING SERVICES; WATERPROOFING	Capital Region; Long Island Mid-Hudson; NYC; Southern Tier	Services Consultants	\$100,000 - \$499,000	Downtown New York	NYC
VIOTECH SOLUTIONS INC	BARBARA	VIOLA	1111 ROUTE 110 SUITE 300	FARMING DALE	NY	11735	1111 ROUTE 110 SUITE 300	FARMING DALE	NY	11735	631-630-4640	631-630-4638	iviole@vindexinc.com	NYS	WBE	DATA PROCESSING; INFORMATION TECHNOLOGY; TECHNICAL CONSULTING SERVICES; TECHNICAL SUPPORT SERVICES	All work districts/regions	Services Consultants	\$500,000 - \$999,999	Downtown New York	Long Island

IT CONSULTANTS

VISION INFORMATION TECHNOLOGIES INC	VISIONIT	David	Segura	260 MADISON AVENUE, SUITE 8033	NEW YORK	NY	10017	260 MADISON AVENUE, SUITE 8033	NEW YORK	NY	10017	212-221-7330	info@visionit.com	NYS	MBE	COMPUTER CONSULTING; COMPUTER TECH SUPPORT; EMPLOYMENT AGENCY; INFORMATION MANAGEMENT SERVICES; INFORMATION RETRIEVAL; INFORMATION TECHNOLOGY; MANAGEMENT CONSULTANTS; TECHNICAL CONSULTING SERVICES; WATERPROOFING	All work districts/regions	Services Consultants	Over \$5 million	Downstate New York	Mid-Hudson
VOCALNET INC		ANNETTE	WARREN	1159 PITTSFORD- VICTOR RD BLDG 5 STE 140	PITTSFORD	NY	14534	1159 PITTSFORD- VICTOR RD BLDG 5 STE 140	PITTSFORD	NY	14534	585-419-8255	awarren@vocal-net.net	NYS	WBE	INFORMATION TECHNOLOGY; INTERNET PROVIDER; TELECOMMUNICATION DESIGN/STRATEGIC PLANNING; VOICE & WEB RESPONSE SYSTEMS/SOFTWARE DEV	All work districts/regions	Services Consultants	Less than \$100,000	Upstate New York	Finger Lakes
Wintek Computer Solution, Inc		Zehao	Fang	121 West 27th Street, Suite 403	New York	NY	10001	121 West 27th Street, Suite 403	New York	NY	10001	212-213-4191	winkepc@gmail.com	NYS	MBE	Computer hardware and software sales, supplies and parts, maintenance and repair and information technology.	Long Island, Mid-Hudson, NYC	Services Consultants	\$500,000 - \$999,999	Downstate New York	Mid-Hudson
WORLDWIDE INFORMATION HIGHWAY (WISH) INC		TANZENNA NASIR		520 WHITE PLAINS ROAD TARRYTOWN CORP CENTER 5	TARRYTOWN	NY	10591	520 WHITE PLAINS ROAD TARRYTOWN CORP CENTER 5	TARRYTOWN	NY	10591	914-467-7814	tanzenna@wish-usa.com	NYS	MBE	INFORMATION TECHNOLOGY	Long Island, Mid-Hudson, NYC	Services Consultants	\$100,000 - \$499,000	Upstate New York	Mid-Hudson

IT CONSULTANTS

Write Source Inc The Empire Technical Training Systems	Colleen	Herlehy	63 Empire Boulevard Suite 200	Rochester	NY	14609	63 Empire Boulevard Suite 200	Rochester	NY	14609	585-286-1180	585-286-1201	colleen@1 hemfiles@ urce.net	NYS	WBE	AUDIO VISUAL SERVICES; BUSINESS MACHINES; COMPUTER PRESENTATION PRODUCTS; COMPUTER PRINTER SUPPLIES; INFORMATION TECHNOLOGY; LABELING/BARCODING EQUIPMENT; OFFICE FURNITURE	All work districts/regions	Commodities	\$500,000 - \$999,999	Update New York	Finger Lakes
ZIBIZ CORPORATION	VANIL	WALIA	50 ALEXANDER COURT	RONKONKOMA	NY	11779	50 ALEXANDER COURT	RONKONKOMA	NY	11779	631-738-1100	631-738-0035	walia@zibiz.com	NYS	MBE	COMPUTER BACKUP MEDIA; COMPUTER CONSULTING; COMPUTER HARDWARE; COMPUTER HARDWARE - RESELLER; COMPUTER MAINTENANCE AND REPAIR; COMPUTER PERIPHERALS MAINTENANCE & REPAIR; COMPUTER PRINTER SUPPLIES; COMPUTER RENTAL AND LEASING; COMPUTER SOFTWARE RESELLER; COMPUTER SOFTWARE STORES; COMPUTER SUPPLIES AND PARTS; COMPUTER TECH SUPPORT; COMPUTERS; DISTRIBUTOR-CABLE & COMMUNICATION EQUIPMENT; FIBER	All work districts/regions	Services Consultants	\$1,000.00 - \$4,999.99	Downstate Long New York	Long Island

FINANCIAL CONSULTANTS

Company Name	DBA Name	Owner First	Owner Last	Physical Address	City	State	Zip	Mailing Address	City	State	Zip	Phone	Fax	Email	Agency	Certification Type	Capability	Work Districts/Region	Industry	Business Size	General Location	Location
718 CONSULTING INC		DALE	DAVIDS	172-19 BASLEY BLVD	JAMAICA	NY	11434	172-19 BASLEY BLVD	JAMAICA	NY	11434	646-552-8141	877-726-8888	dale.davids@yanoo.com	NYS	MBE	BROKER - ENERGY SUPPLIERS; FINANCIAL CONSULTANTS	Long Island; Mid-Hudson; NYC	Consultants	less than \$100,000	Downtown New York	NYC
ACCOUNTING FIRM OF SUSAN A RICH	Long Island Financial Management Services/LFMS	SUSAN	RICH	3535 JERUSALEM AVENUE M	WANTAG	NY	11793	3535 JERUSALEM AVENUE M	WANTAG	NY	11793	516-557-2325	516-557-2324	susanrichcpa@proline.net	NYS	WBE	ACCOUNTING SERVICES; FINANCIAL CONSULTANTS	Long Island; NYC	Services Consultants	\$100,000 - \$499,000	Downtown New York	Long Island
ALTHEA GROUP LLC		JINNA	WHITE	750 THIRD AVENUE 9TH FL	NEW YORK	NY	10017	750 THIRD AVENUE 9TH FL	NEW YORK	NY	10017	212-547-9533	917-591-2719	jinna.white@althaeeagroup.com	NYS	WBE	FINANCIAL CONSULTANTS; INVESTMENT MANAGEMENT; INVESTMENT SECURITIES	All work districts/regions	Services Consultants	less than \$100,000	Downtown New York	NYC
ALTURA CAPITAL GROUP LLC		MONIKA	MANTILLA	115 E 57TH STREET SUITE 10 05 11TH FL	NEW YORK	NY	10022	115 E 57TH STREET SUITE 10 05 11TH FL	NEW YORK	NY	10022	646-280-5726	646-415-8084	monika@alturaeap.com	NYS	MBE	DATA RECORDING; FINANCIAL CONSULTANTS; INVESTMENT MANAGEMENT; PENSION AND PROFIT SHARING PLAN; REUPHOLSTERY AND FURNITURE REPAIR	Long Island; Mid-Hudson; NYC	Services Consultants	\$100,000 - \$499,000	Downtown New York	NYC
ANCHOR BUSINESS CONSULTANCY LLC		KEVIN	ANDRE HOWELL	33 W. 19TH ST. 4TH FL	NEW YORK	NY	10011	33 W. 19TH ST. 4TH FL	NEW YORK	NY	10011	347-413-3282	347-269-7710	khowell@anchor.slc.com	NYS	MBE	BUSINESS CONSULTANTS; FINANCIAL CONSULTANTS; GRANT WRITING; MANAGEMENT CONSULTANTS; PROPOSAL DEVELOPMENT; TRAINING CONSULTANT	All work districts/regions	Services Consultants	less than \$100,000	Downtown New York	NYC
APPOMATTOX ADVISORY INC		SUSAN	WEBB	623 FIFTH AVENUE, 28TH FLOOR	NEW YORK	NY	10022	623 FIFTH AVENUE, 28TH FLOOR	NEW YORK	NY	10022	212-546-6940	212-546-6230	info@apmatvso.com	NYS	WBE	CASH MANAGEMENT SERVICES; FINANCIAL CONSULTANTS; INVESTMENT MANAGEMENT; INVESTOR RELATIONS	All work districts/regions	Services Consultants	\$1,000,000 - \$4,999,999	Downtown New York	NYC
ASG MORTGAGE SERVICES		MARION	LEE	99 SPRING STREET SUITE 600	NEW YORK	NY	10012	99 SPRING STREET SUITE 600	NEW YORK	NY	10012	212-966-0009	212-966-9413	marion_lee@asgcompanies.com	NYS	WBE	FINANCIAL CONSULTANTS; MANAGEMENT CONSULTANTS; QUALITY CONTROL	Long Island; Mid-Hudson; NYC	Services Consultants	\$500,000 - \$999,999	Downtown New York	NYC

FINANCIAL CONSULTANTS

AURIC VENTURES LTD	BETH G	119 WEST 5TH STREET, PENTHOUSE NORTH	NEW YORK	NY	10019	119 WEST 5TH STREET, PENTHOUSE NORTH	NEW YORK	NY	10019	212-265-8280	646-723-9424	bbolberg@auricventures.com	NYS	WBE	ECONOMIC DEVELOPMENT; FINANCIAL CONSULTANTS; REAL ESTATE DEVELOPERS; REAL ESTATE INVESTMENT TRUSTS; REAL PROPERTY DEVELOPERS; SITE DEVELOPMENT CONSULTANTS; URBAN AND REGIONAL PLANNING	All work districts/regions	Services Consultants	Less than \$100,000	Downtown New York	NYC
AV FINANCIAL CONSULTING SERVICES	AWILDA VELEZ	522 MORRIS PARK AVENUE	BRONX	NY	10460	522 MORRIS PARK AVENUE	BRONX	NY	10460	718-823-2573	718-823-2572	awilda@avelez@msn.com	NYS	MBE	BUSINESS CONSULTANTS; EDUCATIONAL CONSULTANTS; FINANCIAL CONSULTANTS	NYC	Services Consultants	Less than \$100,000	Downtown New York	NYC
BARAK ASSET MANAGEMENT LLC	SHARON	HIGHLAND 880 THIRD AVENUE, SUITE 1201	NEW YORK	NY	10022	880 THIRD AVENUE, SUITE 1201	NEW YORK	NY	10022	646-833-1030	646-833-1031	sharon@barakassetmanagementnyc.com	NYS	MBE	FINANCIAL CONSULTANTS; INVESTMENT BANKERS; INVESTMENT SERVICES; MANAGEMENT	Long Island, Mid-Hudson, NYC	Services Consultants	Less than \$100,000	Downtown New York	NYC
BELLFLOW ENTERPRISES LLC	ROBERT BALACHIA	171 TAYMIL ROAD	NEW ROCHELLE	NY	10804	171 TAYMIL ROAD	NEW ROCHELLE	NY	10804	212-380-7134		robert@bellflow.com	NYS	MBE	COMMERCIAL, REAL ESTATE; FINANCIAL CONSULTANTS; LEGAL SERVICES; REAL ESTATE CONSULTANTS	All work districts/regions	Services Consultants	\$100,000 - \$499,999	Uptown New York	Mid-Hudson
BETONDORND INC	DR C H TED	2 WASHINGTON STREET 7TH FLOOR	NEW YORK	NY	10004	2 WASHINGTON STREET 7TH FLOOR	NEW YORK	NY	10004	646-313-3330	646-313-3339	ted@beyondornd.com	NYS	MBE	BUSINESS CONSULTANTS; FINANCIAL CONSULTANTS; FINANCING; INFORMATION TECHNOLOGY; MANAGEMENT CONSULTANTS; SOFTWARE DEVELOPMENT	All work districts/regions	Services Consultants	\$1,000,000 - \$4,999,999	Downtown New York	NYC
BIH ADVISORS LLC	ELIZABETH HAYASHI	182 DEAN STREET N	BROOKLY	NY	11217	182 DEAN STREET N	BROOKLY	NY	11217	646-573-9588		khayashi@bihadvisors.com	NYS	MBE	ECONOMIC DEVELOPMENT; FINANCIAL CONSULTANTS; MARKET RESEARCH AND ANALYSIS; REAL ESTATE CONSULTANTS	NYC	Services Consultants	\$100,000 - \$499,999	Downtown New York	NYC
BLACK SWAN CONSULTING LLC	AARON WONG	24 SPRING STREET FLOOR 2	NEW YORK	NY	10012	24 SPRING STREET FLOOR 2	NEW YORK	NY	10012	917-338-2380	646-225-7235	aaron.wong@blackswanconsultinggroup.com	NYS	MBE	FINANCIAL CONSULTANTS; INVESTMENT MANAGEMENT	All work districts/regions	Construction	\$500,000 - \$999,999	Downtown New York	NYC

FINANCIAL CONSULTANTS

BUTCHERMARK FINANCIAL ADVISORS LLC	George	Butcher	1120 AVENUE OF THE AMERICA 4TH FLOOR	NEW YORK	NY	10036	1120 AVENUE OF THE AMERICA 4TH FLOOR	NEW YORK	NY	10036	212-719-2632	212-869-2632	smrk@butcher mark.com	NYS	MBE	FINANCIAL CONSULTANTS; INVESTMENT MANAGEMENT; INVESTMENT SECURITIES	All work districts/regions	Services Consultants	Less than \$100,000	Downstate New York	NYC
BYTE CONSULTING INC	LOKESH	CHUGH	295 MADISON AVENUE 35TH FLOOR	NEW YORK	NY	10017	295 MADISON AVENUE 35TH FLOOR	NEW YORK	NY	10017	646-500-8606	917-591-8552	natazhaz@bytec onsulting.com	NYS	MBE	CUSTOM SOFTWARE DEVELOPMENT; DATABASE DEVELOPMENT; FINANCIAL CONSULTANTS; SOFTWARE DEVELOPMENT	Long Island/ Mid- Hudson; NYC	Services Consultants	\$1,000,000 - \$4,999,999	Downstate New York	NYC
C L KING & ASSOCIATES INC	CANDACE KING	WEIR	NINE ELK STREET	ALBANY	NY	12207	NINE ELK STREET	ALBANY	NY	12207	518-431-3555	518-431-3556	pat@clking.com	NYS	WBE	FINANCIAL CONSULTANTS; INVESTMENT BANKERS; INVESTMENT SECURITIES	All work districts/regions	Services Consultants	Over \$5 million	Upstate New York	Capital Region
Cabrera Capital Markets, LLC	Martin	Cabrera	650 Fifth Ave, 21st Floor	New York	NY	10019	10 S. LaSalle Street, Ste. 1050	Chicago	IL	60603	312-236-8888	312-236-8936	ragul@cabrer acapital.com	NYS	MBE	The firm is an investment bank and full-service institutional brokerage.	NYC	Services Consultants	Over \$5 million	Out of State	Out of State
CAL INSURANCE & CONSULTING SERVICES LLC	CARLOS	LITHGOW	213 COUNTRY BROOK RIDGE DRIVE	RIE	NY	10573	213 COUNTRY BROOK RIDGE DRIVE	RIE	NY	10573	917-364-9086	914-206-3907	clithgow@gmail.com	NYS	MBE	EDITING AND TECHNICAL WRITING SERVICES; FINANCIAL CONSULTANTS; INSURANCE AGENTS; INSURANCE AGENTS, BROKERS, AND SERVICE; RISK MANAGEMENT	All work districts/regions	Services Consultants	Less than \$100,000	Upstate New York	Mid-Hudson
CAPITAL INITIATIVES LTD	SUSAN	DEUTSCH	71 SUNNYSID E PLACE	IRVINGTO N	NY	10533	71 SUNNYSID E PLACE	IRVINGTO N	NY	10533	914-478-2880	914-478-2881	susandeutsch @gmail.com	NYS	WBE	FINANCIAL CONSULTANTS	All work districts/regions	Services Consultants	Less than \$100,000	Upstate New York	Mid-Hudson
CARTERS INSURANCE AGENCY LLC	UNWOOD	CARTER	22 SOUTH SPRING MADISON VALLEY AVENUE SUITE A	NY	10977	22 SOUTH SPRING MADISON VALLEY AVENUE SUITE A	NY	10977	845-426-1172	845-426-3933	ins@carters- agency.com	NY	NYS	MBE	BUSINESS CONSULTANTS; FINANCIAL CONSULTANTS; INSURANCE AGENTS; INSURANCE AGENTS, BROKERS, AND SERVICE	Long Island/ Mid- Hudson; NYC; Southern Tier	Services Consultants	\$500,000 - \$999,999	Upstate New York	Mid-Hudson	
CASTLEOAK SECURITIES LP	Phillip	Ippolito	110 EAST 59TH 2ND FLOOR	NEW YORK	NY	10022	110 EAST 59TH 2ND FLOOR	NEW YORK	NY	10022	646-521-6700	212-308-7342	info@castleoaklp .com	NYS	MBE	FINANCIAL CONSULTANTS; INVESTMENT BANKERS; INVESTMENT SECURITIES	All work districts/regions	Services Consultants	Over \$5 million	Downstate New York	NYC

FINANCIAL CONSULTANTS

CCF CONSULTING		CARL	FIGUEROA	1085 ADEE AVENUE	BRONX	NY	10469	1085 ADEE AVENUE	BRONX	NY	10469	718-553-1097	718-553-1097		NYS	MBE	BUSINESS CONSULTANTS; FINANCIAL CONSULTANTS	Long Island, Mid-Hudson, NYC	Services Consultants	Less than \$100,000	Downstate New York	NYC
CEDAR HILL CAPITAL PARTNERS LLC		EMIL	WOODS	445 PARK AVENUE 5TH FL	NEW YORK	NY	10027	445 PARK AVENUE 5TH FL	NEW YORK	NY	10027	212-201-5800	646-417-7074	emil@cedarhillcap.com	NYS	MBE	CASH MANAGEMENT SERVICES; FINANCIAL CONSULTANTS; INVESTMENT MANAGEMENT; INVESTMENT SECURITIES; RISK MANAGEMENT; RISK MANAGEMENT - COMMERCIAL	All work districts/regions	Services Consultants	Over \$5 million	Downstate New York	NYC
CEJA C GENG & CO LLC		Celia	Georg	428 College Point Blvd	Flushing	NY	11355	428 College Point Blvd	Flushing	NY	11355	718-888-1898	718-888-2369	georgc@yaho.com	NYS	MBE	CERTIFIED PUBLIC ACCOUNTANTS; FINANCIAL CONSULTANTS; TAX RETURN PREPARATION SERVICES; bookkeeping, audit	All work districts/regions	Services Consultants	\$100,000 - \$499,000	Downstate New York	NYC
CHARLES S FLEMING	ASHLIN	CHARLES G	FLEMING	1750 SEDGWICK AVENUE, SUITE 8P	BRONX	NY	10453	1750 SEDGWICK AVENUE, SUITE 8P	BRONX	NY	10453	917-945-2442	212-208-0901	ashlin@usa.com	NYS	MBE	BROKER - REAL ESTATE; EDUCATIONAL CONSULTANTS; FINANCIAL CONSULTANTS	Long Island, Mid-Hudson, NYC	Services Consultants	Less than \$100,000	Downstate New York	NYC
CLANCY FINANCIAL SERVICES INC		Donna	Clancy	40 WALL STREET 30TH FLOOR	NEW YORK	NY	10005	40 WALL STREET 30TH FLOOR	NEW YORK	NY	10005	212-530-4561	212-747-1763	dclancy@clancyfinancialservices.com	NYS	WBE	FINANCIAL CONSULTANTS; STOCK BROKERS AND BOND DEALERS	All work districts/regions	Services Consultants	Over \$5 million	Downstate New York	NYC
CLASON POINT PARTNERS INC		ALBERT	CRUZ	1767 CENTRAL PARK AVENUE, SUITE 553	YONKERS	NY	10710	1767 CENTRAL PARK AVENUE, SUITE 553	YONKERS	NY	10710	646-801-3307	914-231-5535	albertcruz@clasonpointpartners.com	NYS	MBE	FINANCIAL CONSULTANTS; ACCOUNTING SERVICES; MANAGEMENT CONSULTANTS; TECHNICAL CONSULTING SERVICES; CERTIFIED PUBLIC ACCOUNTANTS	NYC	Services Consultants	\$100,000 - \$499,000	Upstate New York	Mid-Hudson
CUNNINGHAM GROUP INC		ROSE	CUNNINGHAM	80 WALL STREET SUITE 415	NEW YORK	NY	10005	80 WALL STREET SUITE 415	NEW YORK	NY	10005	212-509-0393	212-509-0394		NYS	MBE	BUSINESS CONSULTANTS; FINANCIAL CONSULTANTS; INSURANCE AGENTS, BROKERS, AND SERVICE; MANAGEMENT CONSULTANTS; RISK MANAGEMENT	Long Island, NYC	Services Consultants	\$100,000 - \$499,000	Downstate New York	NYC

FINANCIAL CONSULTANTS

DALMORE GROUP LLC	OSCAR SEIDEL	525 GREEN PLACE	WOODMIRE RE	NY	11598	525 GREEN PLACE	WOODMIRE RE	NY	11598	917-887-1948	212-557-5639	oscar@dalmoref.com	NYS	MBE	FINANCIAL CONSULTANTS; INVESTMENT BANKERS; INVESTMENT MANAGEMENT; INVESTMENT SECURITIES	All work districts/regions	Services Consultants	less than \$100,000	Downstate New York	Long Island
DARUMA ASSET MANAGEMENT INC	MARIKO GORDON	80 WEST 40TH STREET 9TH FLOOR	NEW YORK	NY	10018	80 WEST 40TH STREET 9TH FLOOR	NEW YORK	NY	10018	212-869-4000	212-869-4902	vsotok@daranumayc.com	NYS	MBE	FINANCIAL CONSULTANTS; INVESTMENT BANKERS; INVESTMENT SECURITIES	All work districts/regions	Services Consultants	\$1,000,000 - \$4,999,999	Downstate New York	NYC
DEBARA ASSOCIATES INC	ANNETTE DEBARA	262 CENTRAL PARK WEST 4E	NEW YORK	NY	10024	262 CENTRAL PARK WEST 4E	NEW YORK	NY	10024	212-580-8768	212-580-3079	adelara@debaraaassociates.com	NYS	WBE	FINANCIAL CONSULTANTS	All work districts/regions	Services Consultants	\$100,000 - \$499,000	Downstate New York	NYC
DEVON CONSULTING LTD	SUSAN WILSON	250 MILL STREET	ROCHESTER	NY	14614	250 MILL STREET	ROCHESTER	NY	14614	716-777-4000	585-385-2995	susan.wilson@devonassociates.com	NYS	WBE	FINANCIAL CONSULTANTS	All work districts/regions	Services Consultants	less than \$100,000	Upstate New York	Finger Lakes
DIVINE CAPITAL MARKETS LLC	DANIELLE HUGHES	30 BROAD ST 28TH FLOOR	NEW YORK	NY	10004	30 BROAD ST 28TH FLOOR	NEW YORK	NY	10004	212-344-5867	212-509-5867	dan@divinecapit.com	NYS	WBE	FINANCIAL CONSULTANTS; INVESTMENT BANKERS; INVESTMENT SECURITIES; RESEARCH SERVICES; STOCK BROKERS AND BOND DEALERS	Long Island; Mid Hudson, NYC	Services Consultants	Over \$5 million	Downstate New York	NYC
DOLBY SECURITIES LLC	ALLEN COUNTS	67 NORTH BROADWAY	IRVINGTON	NY	10533	67 NORTH BROADWAY	IRVINGTON	NY	10533	914-591-2509	914-591-4248	allencounts@dolby.com	NYS	MBE	FINANCIAL CONSULTANTS; INVESTMENT BANKERS; INVESTMENT SECURITIES	All work districts/regions	Services Consultants	\$500,000 - \$999,999	Upstate New York	Mid-Hudson
DUVERNAY & BROOKS LLC	JONI BROOKS	2095 BROADWAY 404 A SUITE	NEW YORK	NY	10023	2095 BROADWAY 404 A SUITE	NEW YORK	NY	10023	646-230-0551	646-230-0552	jbrooks@duvernaybrooks.com	NYS	WBE	FINANCIAL CONSULTANTS	Long Island; Mid Hudson, NYC	Services Consultants	\$1,000,000 - \$4,999,999	Downstate New York	NYC
Eileen Kilday, CPA	Eileen Kilday	24 Strup Drive	East Greenbus	NY	12061	528 Main Street	Lenox	MA	1240	413-637-3319	413-637-3315	ekilday.coa@hnap@gmail.com	NYS	WBE	Accountants (i.e., CPAs) offices, certified public	All work districts/regions	Services Consultants	\$100,000 - \$499,000	Upstate New York	Capital Region
ENERGY INFRASTRUCTURE PARTNERS LLC	RENNICK PAIGE	349 FIFTH AVENUE	NEW YORK	NY	10016	349 FIFTH AVENUE	NEW YORK	NY	10016	646-363-6684	212-940-3111	rennick.paige@energyinfrastructure.com	NYS	MBE	ENERGY CONSULTING SERVICES; FINANCIAL CONSULTANTS; INVESTMENT MANAGEMENT	All work districts/regions	Construction	Less than \$100,000	Downstate New York	NYC

FINANCIAL CONSULTANTS

ENGEL & PARTNERS INC	JUDITH	ENGEL	300 ALBANY STREET SUITE 5J	NEW YORK	NY	10280	300 ALBANY STREET SUITE 5J	NEW YORK	NY	10280	212-945-0152	212-945-6713	jjudith@engelpar therinc.com	NYS	WBE	BUSINESS CONSULTANTS; FINANCIAL CONSULTANTS; HOUSING CONSULTANT; LAND SURVEYING	Long Island; Mid Hudson; NYC	Construction	Less than \$100,000	Downstate New York	NYC
ENTERPRISE NETWORK OF NEW YORK TECH INC	RICHMOND D	FOX	3849 BOSTON ROAD	BRONX	NY	10466	3849 BOSTON ROAD	BRONX	NY	10466	718-881-1288	718-881-1347	kapesec@enry.com	NYS	MBE	BUSINESS CONSULTANTS; COMPUTER CONSULTING; PROGRAMMING SERVICES; COMPUTER TECH SUPPORT; ELECTRIC CONTRACTORS; ENGINEERING - CONSTRUCTION; ENGINEERING - ELECTRICAL; FINANCIAL CONSULTANTS; NETWORK CONSULTING; SURVEILLANCE SERVICES; TECHNICAL SUPPORT SERVICES; TELEPHONE AND CABLE INSTALLATION; WATERPROOFING	All work districts/regions	Services Consultants	\$1,000,000 - \$4,999,999	Downstate New York	NYC
ES&E CAPITAL PARTNERS LLC	JIM	YANG	233 BROADW AY SUITE 704	NEW YORK	NY	10279	233 BROADW AY SUITE 704	NEW YORK	NY	10279	646-350-3000	888-333-8050	jyang@esecapit alpartners.com	NYS	MBE	FINANCIAL CONSULTANTS; INVESTMENT BANKERS; INVESTMENT MANAGEMENT	All work districts/regions	Services Consultants	\$100,000 - \$499,000	Downstate New York	NYC
FRIEND ENTERPRISES LTD	IVANHOE	FRIEND	381 PARK AVENUE SOUTH, SUITE 1316	NEW YORK	NY	10016	381 PARK AVENUE SOUTH, SUITE 1316	NEW YORK	NY	10016	212-213-2766	212-213-1092	ifriend@aol.com	NYS	MBE	FINANCIAL CONSULTANTS; INVESTMENT MANAGEMENT	Long Island; Mid Hudson; NYC	Services Consultants	\$100,000 - \$499,000	Downstate New York	NYC
FIRST STERLING FINANCIAL INC	ANN	SOJA	1155 NORTHER N BOULDER RD	MANHASS	NY	11030	1155 NORTHER N BOULDER RD	MANHASS ET	NY	11030	516-627-5223	516-627-8760	asoja@firststerl ing.com	NYS	WBE	FINANCIAL CONSULTANTS	Long Island; Mid Hudson; NYC	Services Consultants	\$1,000,000 - \$4,999,999	Downstate New York	Long Island

FINANCIAL CONSULTANTS

FLEMING & ASSOCIATES CPA, PC	JOANN	FLEMING	275 WATER ST #1	NEW YORK	NY	10038	275 WATER ST #1	NEW YORK	NY	10038	212-233-3200	212-223-1115	joann.fleming@jfaahleming.com	NYS	WBE	ACCOUNTING SERVICES; BUSINESS CONSULTANTS; ENVIRONMENTAL SAFETY PRODUCTS; FINANCIAL CONSULTANTS; TAX RETURN PREPARATION SERVICES	Long Island; NYC	Services Consultants	\$100,000 - \$499,000	Downstate New York	NYC
FRASCA & ASSOCIATES LLC	Doreen	FRASCA	521 MADISON AVENUE 7TH FLOOR	NEW YORK	NY	10122	521 MADISON AVENUE 7TH FLOOR	NEW YORK	NY	10122	212-355-4050	212-355-3756	dfrasca@frascallc.com	NYS	WBE	BUSINESS CONSULTANTS; FINANCIAL CONSULTANTS; MARKETING FULFILLMENT SERVICES	Long Island; Mid-Hudson; NYC	Services Consultants	\$1,000,000 - \$4,999,999	Downstate New York	NYC
GLOBAL INSURANCE & FINANCE CONSULTANTS, CORP.	HUBERT	EDWARDS	65 CASTAR ST 5 ROAD	VALLEY STREAM	NY	11581	65 CASTAR ST 5 ROAD	VALLEY STREAM	NY	11581	516-791-3666	516-791-9886	hughj@globalinsacconsulting.com	NYS	MBE	FINANCIAL CONSULTANTS; INSURANCE AGENTS, BROKERS, AND SERVICE	Long Island; Mid-Hudson; NYC	Services Consultants	Less than \$100,000	Downstate New York	Long Island
Grove Street Investment LLC	Swati	Sharma	419 LAFAYETTE STREET, 4TH FL	NEW YORK	NY	10003	419 Lafayette Street, 4th Fl	NEW YORK	NY	10003	212-400-4855	917-386-2512	swati.sharma@gsi.com	NYS	MBE	Investment Banking	All work districts/regions	Services Consultants	\$100,000 - \$499,000	Downstate New York	NYC
HUDSON CHESAPEAKS GROUP	SARI	ROBOFF	200 W 86TH ST APT 9B	NEW YORK	NY	10024	200 W 86TH ST APT 9B	NEW YORK	NY	10024	646-383-7600	212-874-3724	sroboff@hudsonchESAPEAKS.com	NYS	WBE	8/14/2012: BUSINESS CONSULTANTS; FINANCIAL CONSULTANTS; MARKET RESEARCH AND ANALYSIS; MARKETING CONSULTANTS; ORGANIZATIONAL DEVELOPMENT	Long Island; Mid-Hudson; NYC	Services Consultants	\$100,000 - \$499,000	Downstate New York	NYC
ICI CAPITAL PARTNERS LLC	WILLIE	WOODS	666 THIRD AVENUE 28TH FLOOR	NEW YORK	NY	10017	666 THIRD AVENUE 28TH FLOOR	NEW YORK	NY	10017	212-455-9600	212-455-9600	dgraves@iccpai.com	NYS	MBE	FINANCIAL CONSULTANTS; INVESTMENT MANAGEMENT; INVESTOR RELATIONS	Long Island; Mid-Hudson; NYC	Services Consultants	Over \$5 million	Downstate New York	NYC
IIV SECURITIES INC	Grant	WU	320 NORTHERN BLVD SUITE 21	GREAT NECK	NY	11021	320 NORTHERN BLVD SUITE 21	GREAT NECK	NY	11021	516-504-1394	516-504-1398	wu@iivsec.com	NYS	MBE	FINANCIAL CONSULTANTS; INVESTMENT SECURITIES	All work districts/regions	Services Consultants	\$1,000,000 - \$4,999,999	Downstate New York	Long Island
JOSEPH DEVELOPMENT GROUP THE LLC	JOSEPH GROUP THE	TREACY	435 EAST 79TH STREET #10-U	NEW YORK	NY	10021	435 EAST 79TH STREET #10-U	NEW YORK	NY	10021	212-879-4355	212-879-4355	ter19@hotmail.com	NYS	WBE	COMMUNITY AFFAIRS; FINANCIAL CONSULTANTS; REAL PROPERTY DEVELOPERS; WATERPROOFING	All work districts/regions	Services Consultants	Less than \$100,000	Downstate New York	NYC

FINANCIAL CONSULTANTS

JP WEST INC		Eileen	Frank	44 WALL STREET FLOOR	NEW YORK	NY	10005	44 WALL STREET 12TH FLOOR	NEW YORK	NY	10005	212-461-2261	212-461-2263	efrank@jpwest.com	NYS	MBE	FINANCIAL CONSULTANTS; INSURANCE AGENTS, BROKERS, AND SERVICE; RISK MANAGEMENT	Long Island, Mid Hudson, NYC	Services Consultants	\$500,000 - \$999,999	Downtown New York	NYC
JUDITH K ODELL CPA		JUDITH	ODELL CPA	11 SUNSET DRIVE	DELMAR	NY	12054	11 SUNSET DRIVE	DELMAR	NY	12054	518-439-0504	518-439-0504	judyodel@jocpa.com	NYS	WBE	ACCOUNTING SERVICES; CONSULTANTS	All work districts/regions	Services Consultants	Less than \$100,000	Upstate New York	Capital Region
JUNCTION PARTNERS LLC		Kevin	Fernandez	182 FOREST DRIVE	JERICHO	NY	11753	182 FOREST DRIVE	JERICHO	NY	11753	646-293-4015	646-352-4743	Kfernandez@junctionpartners.net	NYS	MBE	FINANCIAL CONSULTANTS; INFORMATION TECHNOLOGY; RISK MANAGEMENT; SOFTWARE DEVELOPMENT	Long Island	Services Consultants	\$100,000 - \$999,000	Downtown New York	Long Island
KALFMAN BROS L P		BENNY	LORENZO	800 THIRD AVENUE, 30TH FLOOR	NEW YORK	NY	10022	800 THIRD AVENUE, 30TH FLOOR	NEW YORK	NY	10022	212-292-8100		kguroto@kbro.com	NYS	MBE	FINANCIAL CONSULTANTS; INVESTMENT BANKERS; INVESTMENT MANAGEMENT; INVESTMENT SECURITIES; MARKET RESEARCH AND ANALYSIS; RESEARCH SERVICES; STOCK BROKERS AND BOND DEALERS	Long Island, Mid Hudson, NYC	Services Consultants	Over \$5 million	Downtown New York	NYC
LASAR CAPITAL LLC		CARRIE	MCCABE	400 MADISON AVENUE, Suite 7D	NEW YORK	NY	10017	400 MADISON AVENUE, Suite 7D	NEW YORK	NY	10017	212-883-6550	212-883-6551	klampsey@lasar.com	NYS	WBE	CASH MANAGEMENT SERVICES; FINANCIAL CONSULTANTS; INVESTMENT MANAGEMENT; INVESTOR RELATIONS	All work districts/regions	Services Consultants	\$1,000,000 - \$4,999,999	Downtown New York	NYC
LEBENTHAL & CO LLC		ALEXANDRA	LEBENTHAL L	521 5TH AVENUE 15TH FL	NEW YORK	NY	10175	521 5TH AVENUE 15TH FL	NEW YORK	NY	10175	212-490-1826	212-981-6798	lpodjuran@lebe.com	NYS	WBE	FINANCIAL CONSULTANTS; INVESTMENT BANKERS; INVESTMENT MANAGEMENT; STOCK BROKERS AND BOND DEALERS	All work districts/regions	Services Consultants	Over \$5 million	Downtown New York	NYC
LENOX PARK LLC		JASON	LAMIN	50 MAIN STREET 12 PLAINS FL C/O AMUR CAPITAL GROUP LLC	WHITE PLAINS	NY	10606	50 MAIN STREET 12 PLAINS FL C/O AMUR CAPITAL GROUP LLC	WHITE PLAINS	NY	10606	212-893-8890	212-893-8891	adrian@lenoxpark.com	NYS	MBE	FINANCIAL CONSULTANTS; INVESTMENT MANAGEMENT; MARKETING CONSULTANTS	All work districts/regions	Services Consultants	Less than \$100,000	Upstate New York	Mid-Hudson

FINANCIAL CONSULTANTS

M R BEAL & COMPANY	Bernard Beal	110 WALL STREET 6TH FLOOR	NEW YORK	NY	10005	110 WALL STREET 6TH FLOOR	NEW YORK	NY	10005	212-983-3930	212-983-4539	imendola@mrbeal.com	NYS	MBE	FINANCIAL CONSULTANTS; INVESTMENT BANKERS	All work districts/regions	Services Consultants	Over \$5 million	Downstate New York	NYC
M R JOSEPH & ASSOCIATES INC	MATTHEW JOSEPH	515 TERRVILL JEFFERSON ROAD N	PORT JEFFERSON	NY	11776	515 TERRVILL JEFFERSON ROAD N	PORT JEFFERSON	NY	11776	631-928-5704		mjrny@earthlink.net	NYS	MBE	BUSINESS CONSULTANTS; FINANCIAL CONSULTANTS; INSURANCE AGENTS	All work districts/regions	Services Consultants	Less than \$100,000	Downstate New York	Long Island
MFR SECURITIES INC	Maria Ramirez	675 THIRD AVENUE 11TH FLOOR	GRAND CENTRAL	NY	10017	675 THIRD AVENUE 11TH FLOOR	GRAND CENTRAL	NY	10017	212-416-5000	212-385-1850	georgem@mfri.com	NYS	WBE	FINANCIAL CONSULTANTS; INVESTMENT SECURITIES	All work districts/regions	Services Consultants	\$1,000,000 - \$4,999,999	Downstate New York	NYC
MHT HOLDINGS INC	MARK L	TRANMUEL 38 Y HOLLOWAY BOULEVARD	BUFFALO	NY	14209	38 Y HOLLOWAY BOULEVARD	BUFFALO	NY	14209	716-884-0488	716-884-0487	mark@localnet.com	NYS	MBE	FINANCIAL CONSULTANTS; PROPERTY MANAGEMENT SERVICES; REAL PROPERTY DEVELOPERS	All work districts/regions	Services Consultants	\$1,000,000 - \$4,999,999	Upstate New York	Western NY
MOHANTY GARIBULO LLC	SEEMA	MOHANTY 100 PARK AVENUE SUITE 1600	NEW YORK	NY	10017	100 PARK AVENUE SUITE 1600	NEW YORK	NY	10017	212-300-3327	212-898-9091	andrew@mohanty.com	NYS	MBE	FINANCIAL CONSULTANTS	All work districts/regions	Services Consultants	\$500,000 - \$999,999	Downstate New York	NYC
NEW AMSTERDAM PARTNERS LLC	MICHELLE CLAYMAN	475 PARK AVENUE SOUTH 20TH FLOOR	NEW YORK	NY	10016	475 PARK AVENUE SOUTH 20TH FLOOR	NEW YORK	NY	10016	212-689-1500	212-689-3503	whee@naplic.com	NYS	WBE	FINANCIAL CONSULTANTS	All work districts/regions	Services Consultants	Over \$5 million	Downstate New York	NYC
MAGABA CAPITAL ADVISERS LLC	CHARLES JORDAN JR	70 EAST 55TH STREET 22ND FLOOR	NEW YORK	NY	10022	70 EAST 55TH STREET 22ND FLOOR	NEW YORK	NY	10022	212-688-6242	212-358-3116	cj@magabafunds.com	NYS	MBE	FINANCIAL CONSULTANTS; INVESTMENT MANAGEMENT; INVESTMENT SECURITIES	All work districts/regions	Services Consultants	Over \$5 million	Downstate New York	NYC
P C LIU CPA P C	PEARL LIU	136-40 39TH AVENUE SUITE 202	FLUSHING	NY	11354	136-40 39TH AVENUE SUITE 202	FLUSHING	NY	11354	718-961-6686	718-961-6687	pearl@pdlucpa.com	NYS	MBE	ACCOUNTING SERVICES; BOOKKEEPING AND BILLING SERVICES; CERTIFIED PUBLIC ACCOUNTANTS; ENVIRONMENTAL SAFETY PRODUCTS; FINANCIAL CONSULTANTS	Long Island; Mid Hudson; NYC	Services Consultants	\$100,000 - \$499,000	Downstate New York	NYC

FINANCIAL CONSULTANTS

PARADIGM ASSET MANAGEMENT CO LLC		JAMES	FRANCIS	445	HAMILTON PLAINS	NY	10601	445	HAMILTON PLAINS	NY	10601	212-771-6100	tel@paradigmass-et.com	NYS	MBE	CASH MANAGEMENT SERVICES; FINANCIAL CONSULTANTS; INVESTMENT BANKERS; INVESTMENT MANAGEMENT	All work districts/regions	Services Consultants	Over \$5 million	Uptstate New York	Mid-Hudson
PARAGON MANAGEMENT GROUP INC		SANJAY	SHAH	239	CORTLANDT	NY	10520	239	CORTLANDT	NY	10520	914-772-6310	ssah@paragon-mgt.com	NYS	MBE	FINANCIAL CONSULTANTS; FORENSIC CONSULTING; WATERPROOFING	Long Island; Mid-Hudson; NYC	Services Consultants	\$100,000 - \$499,000	Uptstate New York	Mid-Hudson
PRICE CAPITAL LLC		MICHELLE	PRICE	1600	PARK AVENUE, SUITE 1600	NEW YORK	10017	1600	PARK AVENUE, SUITE 1600	NEW YORK	10017	646-770-0630	pricecm@pricecapital.com	NYS	MBE	CASH MANAGEMENT SERVICES; FINANCIAL CONSULTANTS; INVESTMENT MANAGEMENT; INVESTMENT SECURITIES; INVESTOR RELATIONS	Long Island; Mid-Hudson; NYC	Services Consultants	Less than \$100,000	Downtown New York	NYC
Rice Securities, LLC		James Donald	Rice	77	Water Street, 8th Floor	New York	10005	77	Water Street, 8th Floor	New York	10005	212-908-9200	michael@murray@ricefn.com	NYS	MBE	FINANCIAL CONSULTANTS; INVESTMENT BANKERS; INVESTMENT SECURITIES; MUNICIPAL BONDING; SECURITIES UNDERWRITERS; STOCK BROKERS AND BOND DEALERS	All work districts/regions	Services Consultants	Over \$5 million	Downtown New York	NYC
Foraine Consulting Inc		Andrea	Watson-James	One	Cross Island Plaza, Suite 114	Rosendale	NY	11422	One Cross Island Plaza	Rosendale	NY	718-723-1295	andrewj@foraiconconsulting.com	NYS	MBE	ENERGY CONSERVATION CONSULTANTS; ENERGY MANAGEMENT; GREEN BUILDING CONSULTING SERVICES; INFORMATION MANAGEMENT SERVICES; TECHNOLOGY; MANAGEMENT CONSULTANTS; MANAGEMENT TRAINING; SOLAR ENERGY COMPONENTS- DESIGN & INSTALL	Long Island; Mid-Hudson; NYC	Services Consultants	\$500,000 - \$999,999	Downtown New York	NYC

Sallie Krawcheck & Associates LLC	Sallie Krawcheck & Associates LLC	100 Bank Street #5F	New York	NY	10014	100 Bank Street #5F	New York	NY	10014	646-266-6808	212-807-7392	skm@skw.net	NYS	WBE	Financial management consulting	NYC	Services Consultants	Less than \$100,000	Downtown New York	NYC
Saltbox Partners LLC	Nina Esch	50 East 10th Street, Apt 7A	New York	NY	10003	50 East 10th Street, Apt 7A	New York	NY	10003	212-679-5310	212-679-5314	esch@saltbox.com	NYS	WBE	Investment advice consulting services, customized, fees paid by client	All work districts/regions	Services Consultants	\$500,000 - \$999,999	Downtown New York	NYC
SAMUEL A RAMIREZ & CO INC	Vincent Marzotto	61 BROADWAY SUITE 2924	NEW YORK	NY	10006	61 BROADWAY SUITE 2924	NEW YORK	NY	10006	210-527-8843	512-469-3711	lorraine.palados@ramirezco.com	NYS	MBE	FINANCIAL CONSULTANTS; INVESTMENT BANKERS; SALES PROMOTIONS	All work districts/regions	Services Consultants	\$1,000,000 - \$4,999,999	Downtown New York	NYC
SEAWINDS ASSET MANAGEMENT LLC	ELIA	205 EAST 59TH ST #7C	NEW YORK	NY	10022	205 EAST 59TH ST #7C	NEW YORK	NY	10022	914-656-2489		elia@seawindsa.com	NYS	WBE	FINANCIAL CONSULTANTS; MARKETING CONSULTANTS	All work districts/regions	Services Consultants	\$100,000 - \$499,000	Downtown New York	NYC
SETON SECURITIES GROUP INC	CRAG	SPRUEY 400 BELLA BOULEVARD, SUITE 174	MONTBEE LLO	NY	10901	400 BELLA BOULEVARD, SUITE 174	MONTBEE LLO	NY	10901	732-290-6408	845-926-5691	csolvey@optone.net or	NYS	MBE	FINANCIAL CONSULTANTS; INVESTMENT MANAGEMENT; INVESTMENT SECURITIES UNDERWRITER	All work districts/regions	Services Consultants	\$100,000 - \$499,000	Upstate New York	Mid-Hudson
SIEBERT BRANDFORD SHANK & CO LLC	Suzanne Shank	100 WALL STREET 22ND FLOOR	NEW YORK	NY	10005	100 WALL STREET 22ND FLOOR	NEW YORK	NY	10005	646-775-4853	646-576-9680	mlittle@bsco.com	NYS	WBE	FINANCIAL CONSULTANTS; INVESTMENT BANKERS	All work districts/regions	Services Consultants	Over \$5 million	Downtown New York	NYC
T FRASER PRODUCTIONS	TRICIA	666 N FLEETWOD AVENUE #3C	NEW YORK	NY	10552	666 N FLEETWOD AVENUE #3C	NEW YORK	NY	10552	914-806-5812	914-664-1614	tricia@tfraserproductions.com	NYS	MBE	EVENTS MANAGEMENT; FINANCIAL CONSULTANTS; FUND RAISING FOR NON-PROFIT ORGANIZATIONS; MARKETING CONSULTANTS; RECORD AND INFORMATION MANAGEMENT	Long Island, Mid Hudson, NYC	Services Consultants	Less than \$100,000	Upstate New York	Mid-Hudson
TANAKA CAPITAL MANAGEMENT INC	GRAHAM	369 LEXINGTON AVENUE 20TH FLOOR	NEW YORK	NY	10017	369 LEXINGTON AVENUE 20TH FLOOR	NEW YORK	NY	10017	212-490-3880	212-687-2852	graham@tanaka.com	NYS	MBE	FINANCIAL CONSULTANTS	All work districts/regions	Services Consultants	\$100,000 - \$499,000	Downtown New York	NYC

FINANCIAL CONSULTANTS

TIGERSS FINANCIAL PARTNERS LLC		CYNTHIA O	DIABARTO	114 WEST 47TH ST, SUITE 1125	NEW YORK	NY	10036	114 WEST 47TH ST, SUITE 1125	NEW YORK	NY	10036	713-778-1707	866-871-0043	cdartone@att.net	NYS	WBE	FINANCIAL CONSULTANTS; INVESTMENT BANKERS; MANAGEMENT; INVESTMENT SECURITIES; REAL ESTATE INVESTMENT TRUSTS	All work district/regions	Services Consultants	\$100,000 - \$499,000	Downstate New York	NYC
TRIG AND ASSOCIATES		Charlotte	Knight-Marshall	350 5TH AVENUE, 59TH FLOOR	NEW YORK	NY	10118	350 5TH AVENUE, 59TH FLOOR	NEW YORK	NY	10118	713-778-1707	866-871-0043	info@trigadvisors.net	NYS	MBE	FINANCIAL CONSULTANTS; MUNICIPAL BONDING	NYC	Services Consultants	\$500,000 - \$999,999	Downstate New York	NYC
TOPERA CAPITAL MARKETS INC		Michael	Jackson	40 WALL STREET SUITE 1702	NEW YORK	NY	10005	40 WALL STREET SUITE 1702	NEW YORK	NY	10005	212-709-5700	212-709-5700	mj@toperacapitalmarkets.com	NYS	MBE	FINANCIAL CONSULTANTS; INVESTMENT BANKERS; INVESTMENT MANAGEMENT; STOCK BROKERS AND BOND DEALERS	NYC	Services Consultants	\$1,000,000 - \$4,999,999	Downstate New York	NYC
Trifont Realty LLC	Trifont Construction	William G. Fonte		1955 Central Park Avenue	Yonkers	NY	10710	1955 Central Park Avenue	Yonkers	NY	10710	914-629-9000	914-961-0367	bill@trifont.com	NYS	MBE	Construction management, commercial and institutional building	Long Island, NYC, Southern Tier, Western NY	Construction Consultants	\$100,000 - \$499,000	Downstate New York	NYC
TRINITY TAX & FINANCIAL SOLUTIONS INC		SUSHIL KUMAR		116-16 QUEENS BLVD STE #245	FOREST HILLS	NY	11375	116-16 QUEENS BLVD STE #245	FOREST HILLS	NY	11375	718-261-2090	718-559-6736	sushil@thetaxpcasolutions.com	NYS	MBE	ACCOUNTING SERVICES; BOOKKEEPING AND BILLING SERVICE; BUSINESS CONSULTANTS; CERTIFIED PUBLIC ACCOUNTANTS; ENVIRONMENTAL SAFETY PRODUCTS; FINANCIAL CONSULTANTS; INSURANCE AGENTS; BROKERS AND SERVICE; INSURANCE CLAIMS INVESTIGATION; NOTARIES PUBLIC; PAYROLL ACCOUNTING SERVICES; TAX RETURN PREPARATION SERVICES	Long Island, Mid Hudson, NYC	Services Consultants	\$100,000 - \$499,000	Downstate New York	NYC

FINANCIAL CONSULTANTS

VARADERO CAPITAL LP	FERNAND O	GUERRER O	1095 AVENUE OF THE AMERICAS 26TH FL.	NEW YORK	NY	10036	1095 AVENUE OF THE AMERICAS 26TH FL.	NEW YORK	NY	10036	212-715-6800	212-715-6828	info@varaderoca-pital.com	NYS	MBE	CASH MANAGEMENT SERVICES; FINANCIAL CONSULTANTS; INVESTMENT MANAGEMENT; INVESTOR RELATIONS	All work districts/regions	Services Consultants	\$100,000 - \$499,000	Dowstate New York	NYC
VICEROY CONSULTING LLC	BRETT	DEARING	135 WEST 50TH STREET, SUITE 38A	NEW YORK	NY	10020	135 WEST 50TH STREET, SUITE 38A	NEW YORK	NY	10020	212-621-3300	212-621-3350	brett.dearing@viceroypartners.com	NYS	MBE	FINANCIAL CONSULTANTS; INVESTMENT MANAGEMENT; INVESTMENT SECURITIES	All work districts/regions	Services Consultants	Over \$5 million	Dowstate New York	NYC
YUBA GROUP LLC THE	LINDA	FAN	130 W 30TH ST LOFT 12C	NEW YORK	NY	10001	130 W 30TH ST LOFT 12C	NEW YORK	NY	10001	212-515-6156	212-937-3872	linda.fan@yudbagroup.com	NYS	MBE	FINANCIAL CONSULTANTS	All work districts/regions	Services Consultants	\$500,000 - \$999,999	Dowstate New York	NYC
ZENWAY/COM INC	BRIAN ZEN	ZEN	211 N END AVE VERDESLA N 30	NEW YORK	NY	10282	211 N END AVE VERDESLA N 30	NEW YORK	NY	10282	212-786-9018	212-786-1859	bzen@zenway.com	NYS	MBE	FINANCIAL CONSULTANTS	All work districts/regions	Services Consultants	Less than \$100,000	Dowstate New York	NYC
ZEUS STAFFING INC	ELIZABETH DIAZ-STUCKEY	STUCKEY	108 PECKHAM AVENUE	ISLIP	NY	11751	108 PECKHAM AVENUE	ISLIP	NY	11751	212-696-6867	212-591-6604	liz@zeusstaffing.com	NYS	WBE	CONTRACT STAFFING; EMPLOYMENT AGENCY; RECRUITMENT; FINANCIAL CONSULTANTS; HUMAN RESOURCES CONSULTANTS; HUMAN RESOURCES INFORMATION SYSTEMS; MEDICAL STAFFING; TEMPORARY STAFFING - HEALTHCARE	All work districts/regions	Services Consultants	Less than \$100,000	Dowstate New York	Long Island

HEALTHCARE CONSULTANTS

Company Name	DBA Name	Owner First	Owner Last	Physical Address	City	State	Zip	Mailing Address	City	State	Zip	Phone	Fax	Email	Agency	Certification Type	Capability	Districts/Regions	Industry	Business Size	General Location	Location
1 Call Care Management, LLC		Barbara	Wilhelmy	4 Fairview Drive, P.O. Box 510	Warwick	NY	10990	4 Fairview Drive, P.O. Box 510	Warwick	NY	10990	845-544-7561	845-544-2811	barbara@1callcare.com	NYS	WBE	Health screening services (except by offices of health practitioners)	Mid-Hudson; Mohawk Valley; NYC, Southern Tier	Services Consultants	Less than \$100,000	Upstate New York	Mid-Hudson
Comrie Enterprises LLC		Diana	Williams	Lorraine Terrace #141	Mount Vernon	NY	10553	Lorraine Terrace #141	Mount Vernon	NY	10553	914-664-6356	914-274-2819	info@comrie.biz	NYS	WBE	ENERGY CONSULTING SERVICES; GRANT WRITING; HEALTH CARE CONSULTANT; HOUSING CONSULTANT; MANAGEMENT CONSULTANTS; REAL ESTATE CONSULTANTS; TOLL COLLECTION SYSTEM CONSULTING; TRANSPORTATION CONSULTANT; WATERPROOFING	Long Island; Mid-Hudson; NYC	Services Consultants	Less than \$100,000	Upstate New York	Mid-Hudson
Ellen Kilday, CPA		Ellen	Kilday	24 Stroup Drive	East Greenbush	NY	12061	528 Main Street	Lenox	MA	1240	413-637-3319	413-637-3319	ekilday@cpaahhapp@6mail.com	NYS	WBE	Accountants (i.e., CPAs) offices, certified public	All work districts/regions	Services Consultants	\$100,000 - \$499,000	Upstate New York	Capital Region
Just Us Women Productions, LLC		Tamara	Wiem	17 Lexington Hill, Unit 2	Hartman	NY	10926	17 Lexington Hill, Unit 2	Hartman	NY	10926	914-595-2055		info@justuswomen.org	NYS	WBE	Administrative and General management Consulting Services	All work districts/regions	Services Consultants	Less than \$100,000	Downstate New York	Mid-Hudson
National Allotment Insurance Agency LTD		Samuel	Dunston	491 Dekalb Ave Suite Two	Brooklyn	NY	11205	491 Dekalb Ave Suite Two	Brooklyn	NY	11205	718-622-3888	718-220-5499	sdunston00@aol.com	NYS	MBE	Life/Health Insurance Agents; Insurance Agents; Brokers; and Service; Investment Securities	All work districts/regions	Services Consultants	\$100,000 - \$499,000	Downstate New York	NYC
SHEN MILSON & WILKE LLC		Fred	Shen	417 FIFTH AVENUE FLOOR 5TH	NEW YORK	NY	10016	417 FIFTH AVENUE FLOOR 5TH	NEW YORK	NY	10016	212-725-6800	212-725-0864	alewit@smwllc.com	NYS	MBE	AUDIO-VIDEO CONSULTANT; COMPUTER INTEGRATED SYSTEMS DESIGN; HEALTH CARE CONSULTANT; INFORMATION TECHNOLOGY; SECURITY CONSULTING SERVICES; SECURITY SYSTEM DESIGN SERVICES	All work districts/regions	Services Consultants	Over \$5 million	Downstate New York	NYC