

**FACULTY STUDENT ASSOCIATION OF DOWNSTATE MEDICAL CENTER, INC.  
REQUEST FOR PROPOSALS (RFP)  
FOR STUDENT HEALTH INSURANCE SERVICE**

- I. GENERAL SUMMARY:** The Faculty Student Association of Downstate Medical Center, Inc. (FSA) seeks proposals from qualified Student Health Insurance brokers to provide a quality Student Health Insurance (SHI) Plan for students at SUNY Downstate Health Sciences University. The successful bidder must be an experienced health insurance broker, who will provide student health insurance services to the highest standards of the health insurance industry and offer an insurance plan from a carrier approved to offer a health insurance plan in New York State.

SUNY Downstate Health Sciences University has instituted a mandatory student health insurance requirement for its students. Students who are otherwise covered under alternate health insurance plan(s) are required to submit a student health insurance waiver no later than the last day of add drop of the Fall semester (or their first semester of enrollment) in order to be exempt from this program.

**II. BACKGROUND OF THE CAMPUS AND FSA**

- A. Campus Background:** The official name of the institution is the SUNY Downstate Health Sciences University, and is more commonly known as SUNY Downstate). We are one of four health science centers within the 64-campus State University of New York (SUNY) system. We are a center of innovation and excellence in research and clinical service delivery in Brooklyn, including a College of Medicine, College of Nursing and School of Health Professions, a School of Graduate Studies, and a School of Public Health.

SUNY Downstate ranks eleventh 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. The campus includes a 342 bed teaching hospital, University Hospital of Downstate providing near 48,000 Emergency Room patient visits annually. SUNY Downstate's enrollment is approximately 2204 students, with approximately 5,000 faculty and staff members either directly or through its affiliated entities.

- B. FSA Background:** The Faculty Student Association of Downstate Medical Center, Inc. (FSA) was organized in 1950 to provide auxiliary services to the Downstate Medical Center campus. FSA is a not-for-profit IRS 501(c)(3) entity authorized to provide auxiliary service to the Downstate Campus by contract with the State University of New York. FSA is governed by a 16-member Board of Directors that include administrators, faculty and student representatives. FSA operates ancillary services at the DMC campus, including, gift shop, food beverage and snack vending machines, catering services, laundry machine and other ancillary services, either directly or through subcontracts. In addition, FSA provides Trust and Agency accounting services under agreements with a number of campus related organizations.



### III. CURRENT STUDENT HEALTH INSURANCE STATISTICAL INFORMATION.

**A. Campus Student Enrollment.** Fall 2024 student enrollment for SUNY-Downstate Health Sciences University is as follows:

Undergraduate	293
Health Professions	324
Graduate Nursing	323
Medical	799
Graduate School	72
Public Health	<u>407</u>
<b>Total:</b>	<b>2220</b>

1. These numbers do include the International Students (total of 49 students) and graduate students that receive health care coverage through the GSEU (Graduate Student Employees Union) and Research Foundation programs (as detailed in RFP sections VII.G and H). Bidders should be aware there might be a small number (approximately 10 or less) of graduate students who may not be covered under the GSEU program and who will therefore be participating in the mandatory program described in this RFP.
2. SUNY-Downstate has no intercollegiate sports.
3. SUNY-Downstate has a Student Health Service for more details, please refer to webpage: <https://www.downstate.edu/education-training/student-services/student-health/index.html>

**B. SUNY Downstate's SHI Enrollment: The current student health insurance enrollments are:**

Students 185  
Dependents 5

**C. 2023-2024 Policy Year Claim Experience statistics as presented from the current contractor:**

See Attachment 1

**IV. GENERAL TERMS OF CONTRACT TO BE AWARDED:** The successful bidder shall be awarded a contract that will include the standard contract clauses presented in EXHIBIT A (note: Under FSA's contract with SUNY, FSA and its subcontractors are subject to the provisions of NYS Exhibit A), and customary commercial business insurance presented in Exhibit C.

- A. FSA is the agent for the solicitation of proposals, specification of plan requirements, negotiation of plan terms, selection of a plan provider, and monitoring and requiring compliance with the plan terms for the SHI Plan on behalf of the covered students at SUNY Downstate. FSA, in consultation with the Office of Student Affairs as FSA's designee for routine daily administration and management issues relating to SHI matters. FSA's agency shall not be in derogation of any covered person's right to appeal determinations made under the plan or to otherwise enforce the terms of the plan. FSA shall be the agent for payment of SHI premiums funded in full by the SHI premiums collected from enrolled students who have not filed a waiver. Neither New York State nor SUNY, nor Downstate Health Sciences University shall be a party to any agreement between FSA and the successful bidder. The Successful Bidder and or its designee (which shall be identified in the bid) shall be solely responsible for the administration of the SHI Plan.
- B. It is FSA's intention to award a three-year contract with an option for renewal for additional two one- year periods upon mutual consent of the parties. On or before March 1st of each successive year of the contract term, FSA and the successful bidder shall meet to determine any required changes to the SHI policy to be offered, and policy premium to be paid by covered students based solely on the respective underlying carrier policy renewal or carrier premium changes. In the absence of a mutual

agreement, the terms and amounts set forth in the most current agreement shall remain in full force and effect.

**V. BID PROPOSAL DUE DATE:** FSA shall accept proposals that are presented to the FSA Business Office on or before the deadline of **1 PM (local time) on Friday, April 25, 2025** Bidders must allow sufficient time for Postal Service or Express Delivery service to meet the bid deadline.

**A.** All bids shall be tightly sealed in envelopes marked "**SEALED BID: DO NOT OPEN BEFORE 1 PM on Friday, April 25, 2025.**" on the outside envelope. Bids are to be mailed to FSA at the following MAILING ADDRESS:

Jeffrey S. Putman, Ed.D., President  
Faculty Student Association of SUNY Downstate  
450 Clarkson Avenue, MSC 85  
Brooklyn, New York 11203-2098

**B.** Proposals may also **be hand delivered** to the Office of Student Affairs, located in the **Health Science Education Building, Room 1-112, at 450 Clarkson Ave in Brooklyn New York**. All bids will be publicly opened at the Office of Student Affairs starting at **1 PM on April 25, 2025**

**C.** Bidders are required to submit one (1) complete hard copy of their bid proposal by the above Bid Due Date, as well as provide one (1) one complete electronic version. Bidders may transmit the electronic version either:

- On a flash drive, delivered with their proposal by the Due Date/Time.
- Bidders may alternatively submit its hard copy bid proposal by the above required Bid Due Date then transmit electronic copy via email AFTER the above bid opening date/time.

The process for questions on this document (question deadline 4/15/2025) is detailed in section IX.

## **VI. PROPOSALS REQUIREMENTS:**

**A. BIDDER'S PROFILE:** This invitation to bid is designed to obtain complete data from each bidder so as to enable the FSA to determine which bidder is best able to meet and provide all the services which will be considered in the award of this contract. As such, each bidder must furnish as part of this bid a complete description of capabilities in the field of SHI. Omission, inaccuracy or misstatement may be sufficient cause for rejection of the bid. The bidder's profile must be included with all proposals and shall include the following information:

1. Name, business office street address, telephone email address, and website address of the bidder (or bidder's company). If the bidder is a corporation, list the names of all owners or officers of the bidder's corporation, including any parent and subsidiary companies.
2. A list of similar student health insurance services and campus locations where the bidder is currently providing or has provided such services, highlighting campuses with graduate level medical and health care profession students. Give name, address, and telephone number of a contact person at each location. Give the length of time, type of insurance, number of students covered and plan type, and annual premium at each location. FSA recognizes that the annual premiums are predicated on policy terms that differ widely from campus to campus.
3. A list of any and all campus locations at which the BIDDER has discontinued providing student health insurance service within the past 24 months (2 years), either by contract expiration or termination. Include date and reason for termination, contact person's name, address and telephone number.
4. Types of customer service the bidder will offer, including the availability to provide a toll-free telephone access, particularly between 12 noon-9 p.m. EST. Include information regarding how students can discuss claims processing questions or claim disputes.
5. Sample claim letters which are sent back to the student following processing of a claim which indicate what information the student will receive regarding the percentage paid on each item on the bill and any reason for rejection.
6. Statements describing how students enrolled in the plan are to submit claims or receive benefits.
7. The company's average claim processing time (in number of calendar days).

8. The bidder shall identify the person(s) and/or firm(s), which shall administer and pay claims under the plan.
9. Bidders shall identify all underwriting insurers for the various benefits under the plan, any and all group managed care providers under the plan, and provide a participating provider list for the New York City Metropolitan area for the proposed plan(s). An online website of said provider listings is acceptable.
10. Any other such information as the bidder deems appropriate for consideration by FSA.
11. For this RFP process, bidders who have already completed a NYS OSC Vendor Responsibility Questionnaire and/or registered as a NYS vendor are asked to provide their NYS Vendor ID number (this is NOT your company's Federal tax Identification number) on the EXHIBIT B Bid Sheet. The successful bidder, as a company doing business on a State University of New York campus, may need to additionally:
  - a. Complete a NYS Vendor Responsibility Questionnaire through the NYS Office of the State Controller (OSC). For more information, forms & online enrollment, go to: [OSC Vendor Responsibility Link . http://www.osc.state.ny.us/vendrep/index.htm](http://www.osc.state.ny.us/vendrep/index.htm)
  - b. Register /maintain their company information on the on NYS VendRep System. More info, go to [NYS-OSC Vendor Website Link. http://www.osc.state.ny.us/vendors/index.htm](http://www.osc.state.ny.us/vendors/index.htm)
12. Bidder must complete and attach EXHIBIT B (the Bid Sheet, Page 1 certification and page 2 Excel format document (see section VI.C below).

**B. Exceptions To Any Specification:** Bidders may propose to FSA deviations or modifications to the terms of this RFP as part of their proposal. Any and all deviations or modifications to the RFP requirements must be clearly highlighted by section number in the bidder's cover letter, and presented as part of the bidder's proposal to FSA. However, FSA may agree to accept or deny the bidder's proposed deviations or modifications. Any and all acceptances of successful bidder's proposed changes shall be incorporated into the final contract to be executed by the parties.

**C. Primary and Additional Options Presented by Bidder:** All Bidders shall use the Bid Sheet (EXHIBIT B) to identify policy and premium rates based on the minimum policy specifications in Section VII.L. At the bidder's option, bidders may propose additional alternative proposals they seek to have considered, specifying the relevant policy changes being proposed. The Bid Sheet (Exhibit B) Excel format provides a column for the bidder's Primary Proposal based on the minimum policy requirement/specifications, as well as space for bidders up to four additional optional plans. The Excel format document can be duplicated if bidders are proposing more than four additional options for consideration.

**D. Identify All FOIL Protections:** In the event that FSA, or Downstate Health Sciences University is requested under New York Freedom of Information Law ("FOIL") to disclose any terms of Vendors' Proposal, FSA or SUNY Downstate shall provide Vendors with written notice of the same, and provide each Vendor with a reasonable opportunity to seek a protective order prior to making such disclosure, or to designate those portions of the Proposal which it believes are exempt from disclosure under FOIL as "trade secrets" or which, if disclosed, would cause substantial injury to the Vendors competitive position. Nothing in this paragraph, however, shall be deemed to preclude FSA from exercising its best judgment with respect to its obligations under FOIL.

**VII. GENERAL SPECIFICATIONS OF THE BID:** All proposals must comply with all applicable rules, regulations, and amendments of the Insurance Department of the State of New York, and must be consistent with the Insurance Law of the State of New York as well as federal Health Insurance Portability and Accountability Act regulations.

**A.** Bidders may propose indemnity programs or point of service programs or managed health care programs. Quotations on the maximum benefit of dollars and covered medical expenses are required.

**B.** The successful Bidder will make available preferably on-line to FSA or its designee on **August 1, 2025**, and each successive anniversary, a documentation or website in electronic format describing the plan, for posting on the appropriate website, and electronic notification distributed to all students with the Entering Student Information Portfolios or Continuing Student Registration Packages. The successful bidder shall provide to FSA or its designee a draft copy of said brochure for review, comments and revisions before posting.

**C.** The successful bidder must issue Insurance Identification cards directly to all students enrolled in the plan as soon as possible and not later than 30 days following the receipt of student enrollment roster from FSA or FSA designee.

**D.** Students shall have a 52-week period from the date of illness or injury in which to submit their claims.

**E.** Successful Bidder will maintain and provide utilization and claims report to FSA or FSA's designee on a quarterly basis.

**F. DMC's Academic Calendar/ Impact on SHI.** Prospective Bidders and carriers shall note that SUNY Downstate's academic calendar varies by College program, but share a common SHI policy term effective dates, requiring the following provisions:

**1.** It is intended that students who need to enroll in the plan at other times after the base policy term, will be permitted to do so and will submit a pro-rated premium payment. Bidders are requested to suggest program administration process details for such circumstances. Coverage for such additional enrollees would begin on the date of enrollment and shall expire on the expiration of the base policy term. The successful bidder shall issue insurance identification cards for said enrollees within 30 days from the transmittal of enrollment to the successful bidder. Bidders must identify their method for calculating such pro-rated premiums.

**2.** As a result of academic program calendar variations, student's campus billing payment due dates do vary. For the fall semester, student billing due dates in different academic programs vary between mid-August and early September. For the Spring semester, the billing payment due dates are 3-4 weeks following the January 1 SHI policy enrollment date. As such, the successful bidder shall allow for retroactive adjustments to the enrollment roster, at no financial penalty to the enrollee or FSA, of up to 60 days from the policy effective date based on these academic calendar and payment due dates.

**G.** Non-resident students (students who are international students on F-1 or J-1 visas) will not be covered under this domestic student insurance plan. Said international students are covered under a SUNY-wide international student health insurance policy.

**H.** Graduate students who are paid Graduate Teaching or Research Assistants are eligible for participation in a separate employee-based health insurance plan as members of the Graduate Student Employees Union (GSEU) and / or the Research Foundation of SUNY. This is part of their bargaining agreement and as such is not part of this mandatory health insurance program

**I.** Any optional vision, dental, and major medical expense benefit program may be included in the bidder's proposal.

**J.** Bidders must define student eligibility requirements and exclusion clauses in their proposal.

**K.** Worldwide coverage, 24 hours per day is required for covered students.

**L. Insurance Policy Minimum Specifications** must be no less than those presently offered as outlined in SUNY Downstate's existing SHI plan. The current SHI policy coverages reflect an acceptable minimum

coverage. It is expected that proposals by prospective vendors be roughly comparable to the benefits of the current plan. Bidders may also propose differing options with differing benefits.

**M.** All Proposals must be compliant with the Family Education Rights and Privacy Act (“FERPA”) and the Health Insurance Portability and Accountability Act (“HIPAA”).

**N.** It is anticipated that bidders will be able to provide guidance from their prior experience in student health insurance programs as to the most effective and efficient systems in which to administer this program.

**O.** Bidders are encouraged to offer suggestions to further enhance the program based on their experience in the industry as a supplement to their responses.

**P.** Other policy administrative specifications:

1. Refunds of the policy premium shall only be permitted under the following circumstances:
  - a. a retroactive adjustment of the enrollment roster within 60 days (as indicated in Section VII.F.2); There shall be no other refunds of the policy premium, and coverage for the policy term shall remain in effect through the next enrollment period except in the circumstances described in this paragraph. Note that refunds shall be returned to the FSA or credited to the next monthly bill and not returned directly to the enrollee.
2. The mandatory policy premium shall be billed to all students together with all SUNY-Downstate Health Sciences University charges on the student’s bill for tuition that they receive.
3. On or before the 30th day following the start of each academic semester, a roster of enrolled students will be transmitted to the successful bidder. Bidders are requested to identify, the exact information (data for each enrollee) required to be included on said roster. Bidders are requested to detail their procedures for adjustments which may, due to error, be necessary to said roster as well as bidder’s suggested provisions for any new mid- academic year entering students (see Section VII.F).
4. Bidders must identify their process for invoicing policy premium amounts. Subject to acceptable program administration details suggested by the bidders, FSA anticipates that payments received from the enrolled students shall be transmitted to the successful bidder within 30 days following the receipt of the successful bidder’s verified invoice. Successful bidders should be aware that as a mandatory fee program, the premium is eligible under financial aid programs and the payment is received from the student upon their receipt of the said financial aid which can occur at any time. Successful bidder is responsible for reconciling enrollee’s list and Downstate Health Sciences University Bursar’s payments (provided by FSA or FSA designee) versus carrier’s premium invoices (provided through the Successful Bidder) pursuant to Sections VII.F.1 and 2.
5. The Bidders must include an annual administration fee to be paid to FSA in their proposed policy premium rate (to be inserted on EXHIBIT B; Bid Sheet). The minimum bid amount for the annual administrative fee is \$10,000.00. On or before March 1st of each successive year, FSA and the successful bidder shall meet to review the program, make any future policy changes, revisions to how the program is administered.
6. In addition to the mandatory student health insurance program, the plan should allow students the option to purchase additional insurance to cover their spouse or domestic partner (Student + Spouse or domestic partner), or to cover the student and their other dependents (Student + Family). Bidders shall separately identify on EXHIBIT B the additional cost to the students for these optional coverage programs. Said Optional programs will be billed directly by the successful bidder to the student and paid directly by the student to the successful bidder.

7. The successful bidder shall provide, at no additional cost to FSA, an on-line verification system for students to submit their alternative health insurance information to qualify for a waiver of coverage. Students may only waive coverage if they have obtained a plan with comparable benefits at the beginning of any enrollment period or by the bill deadline for their respective academic program in the Fall or Spring semester, whichever comes second, by submitting a waiver request to the successful bidder. Bidder shall notify FSA, or FSA's designee, of the students who are approved for waivers, following their verification, within 2-3 business days following the request. Only students who are approved for a state-sponsored health insurance program (such as Medicaid) will be permitted to waive coverage in between enrollment periods (as defined in Section VII.P.1).

**VIII. PROPOSAL EVALUATION PROCESS:** After considering the information provided by the bidders a review will be made of the various bidder's proposals. An evaluation will be made in consultation with the campus Student Health Advisory Committee (SHAC), of various factors including but not limited to the extent of coverage offered, plan's participating providers, the premium cost, the bidder's experience in student health insurance services, the proposed carriers participating providers, bidder's operational ability to serve the SUNY Downstate Medical Center's students, and bidders proposed commission. Consideration will also be given to bidder's reputation regarding prompt response to customer complaints, dependability, financial stability and other industry standards in regard to the provision of health insurance. Premium cost and annual administration fee paid to FSA may not be the sole determinative factors in evaluating bids as FSA is not obligated to accept the lowest bid. FSA may choose the plan, which, in its sole discretion, determines best to serve the needs of the students at SUNY-DHSU.

A. The FSA reserves the right to waive any and all bid requirements and to not award a contract should the interest of the FSA and/or the campus so dictate. FSA reserves the right in its sole and absolute discretion to reject any or all proposals received in response to this RFP and may in its sole discretion re-solicit Requests for Proposals.

**IX. QUESTIONS ON THIS DOCUMENT:** For further information, questions, or concerns on this RFP, please contact by telephone or in writing:

Patricia Napolitano, M.S.Ed., AVP Student Affairs  
SUNY Downstate  
Student Affairs BSB 1-114  
450 Clarkson Avenue MSC 85  
Brooklyn, New York 11203-2098  
Telephone: (718) 270-2187  
Fax: (718) 270-7592  
Or via e-mail at: [patricia.napolitano@downstate.edu](mailto:patricia.napolitano@downstate.edu)

**Bidder Question Deadline is 5pm on April 15, 2025.** All questions shall be submitted via email to [patricia.napolitano@downstate.edu](mailto:patricia.napolitano@downstate.edu) by 5pm on 4/15/2025. All substantive questions from bidders, and their answers from FSA, shall then be summarized and emailed to all bidders who have directly received this initial RFP document from FSA. Bidders who have received this RFP from any other source must contact Ms. Napolitano to be added to FSA's prospective bidders list in order to receive any/all RFP updates and such question/answer communications from FSA.

**X. RFP Attachments:**

ATTACHMENT 1: **2023-2024 Policy Year Claim Experience statistics as presented from the current contractor**

EXHIBIT A – NYS Contract Clauses (FSA and its subcontractors are subject to the terms of NYS Exhibit A)

EXHIBIT B - Bid Forms to be returned with Bidder's Proposal (add as excel attachment):

EXHIBIT C - Sample Certificate of Insurance to be required from Successful Bidder.

**EXHIBIT B Page 1 of 2; Page 2 is the excel spreadsheet  
FACULTY STUDENT ASSOCIATION OF DOWNSSTATE MEDICAL CENTER, INC.  
STUDENT HEALTH INSURANCE BID SHEET**

1. Include all documentation for all items described in this RFP (section VI.A, Bidder's Profile).
2. Submit one (1) hard copy of your entire proposal as well as any optional plans to be considered, as well as an electronic version (section V.C).
3. Deadline for Prospective Bidders to submit **substantive questions on this document: 5pm** local time on **Tuesday, April 15, 2025.**
4. Deadline for Receipt of all proposals: **1pm** local time on **Friday April 25, 2025**

**The following EXHIBIT B page 2 is an Excel format spreadsheet onto which the bidder shall propose its Primary Proposal (meeting the minimum plan specifications), as well as the bidder's additional optional proposals for consideration.**

In making this proposal, I acknowledge that I have read and understood this Request for Proposals and its exhibits, and in accordance with its specifications, terms and conditions, hereby submit this proposal and its exhibits

Bidder's Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ Email Address: \_\_\_\_\_

Company Website Address: \_\_\_\_\_

Company Federal Tax Identification Number: \_\_\_\_\_

Company's NYS Vendor Identification number (see section VI.A.11): \_\_\_\_\_

Is the Bidder a NYS Certified Minority Owned Business (YES or NO)? \_\_\_\_\_

Is the Bidder a NYS Certified Women Owned business (YES or NO)? \_\_\_\_\_

Notarize: **ACKNOWLEDGEMENT BY CORPORATION**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_ SS:


On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal, that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Notary Public



FSA of Downstate Medical Center Inc Student Health Insurance - Request For Proposals (RFP)		
<b>BID PROPOSAL DUE DATE: 1 PM (local time) on Friday , April 25, 2025</b>		
<b>Campus Name: SUNY Downstate Health Sciences University</b>		
<b>Exhibit B - BIDDER RESPONSE - Bidder To Complete Columns B&amp;C</b>		
<a href="http://www.downstate.edu/fsa/forms.html#vendorRFPs">Link: an Excel version of this exhibit is available at http://www.downstate.edu/fsa/forms.html#vendorRFPs</a>		
<b>Bidder Name &amp; Carrier:</b>		
<b>Carrier (provider)</b>		
<b>Plan Type</b>	<b>Managed Care incl Worldwide Cover</b>	
	<b>In-Network</b>	<b>Out-Of-Network</b>
<b>Policy Annual Premiums:</b>		
-Student		
-Student + Spouse/Domestic Partner		
-Student + Child(ren)		
-Student + Family		
Maximum Benefit		
Out-Of-Pocket Maximum Per Person		
Out-Of-Pocket Maximum Per Family		
Deductible Per Person (Annual)		
Deductible Per Family (Annual)		
<b><u>Inpatient Benefits:</u></b>		
Hospital Room & Board		
Maternity Services		
Mental Health Care		
Mental Health Maximum Visits/Benefits		
Substance Abuse Care		
Substance Abuse Care Maximum Visits/Benefits		
Surgical Benefits		
<b><u>Outpatient Benefits:</u></b>		
Mental Health Care		
Mental Health Maximum Visits/Benefits		
Substance Abuse Care		
Substance Abuse Care Maximum Visits/Benefits		
Surgical Benefits		
Physician Office		
Emergency Care		
Emergency Care Copay		
Ambulance Expense		
Prescription Drug Benefits		
Accident Related Dental		
*R&C = Reasonable & customary Charges		

FSA of Downstate Medical Center Inc Student Health Insurance - Request For Proposals (RFP)		
BID PROPOSAL DUE DATE: 1 PM (local time) on Friday , April 25, 2025		
Campus Name: SUNY Downstate Health Sciences University		
Exhibit B - BIDDER RESPONSE - Bidder To Complete Columns B&C		
Link: an Excel version of this exhibit is available at <a href="http://www.downstate.edu/fsa/forms.html#vendorRFPs">http://www.downstate.edu/fsa/forms.html#vendorRFPs</a>		
OPTIONAL DENTAL/VISION PROPOSALS	Dental plan	Vision, Dental, Health & Wellness Discount Program
Plan Summary		
Maximum per person		
Waiting Period		
Annual Rates-Student		
Spouse/SSP		
1 or more children		
Family		
REFERENCES	College 1:	
add additional rows as needed	Contact:	
	Tel:	
	eMail:	
	College 2 :	
	Contact:	
	Tel:	
	eMail:	



# SUNY - Downstate Health Sciences University (202716)

Policy Option(s)

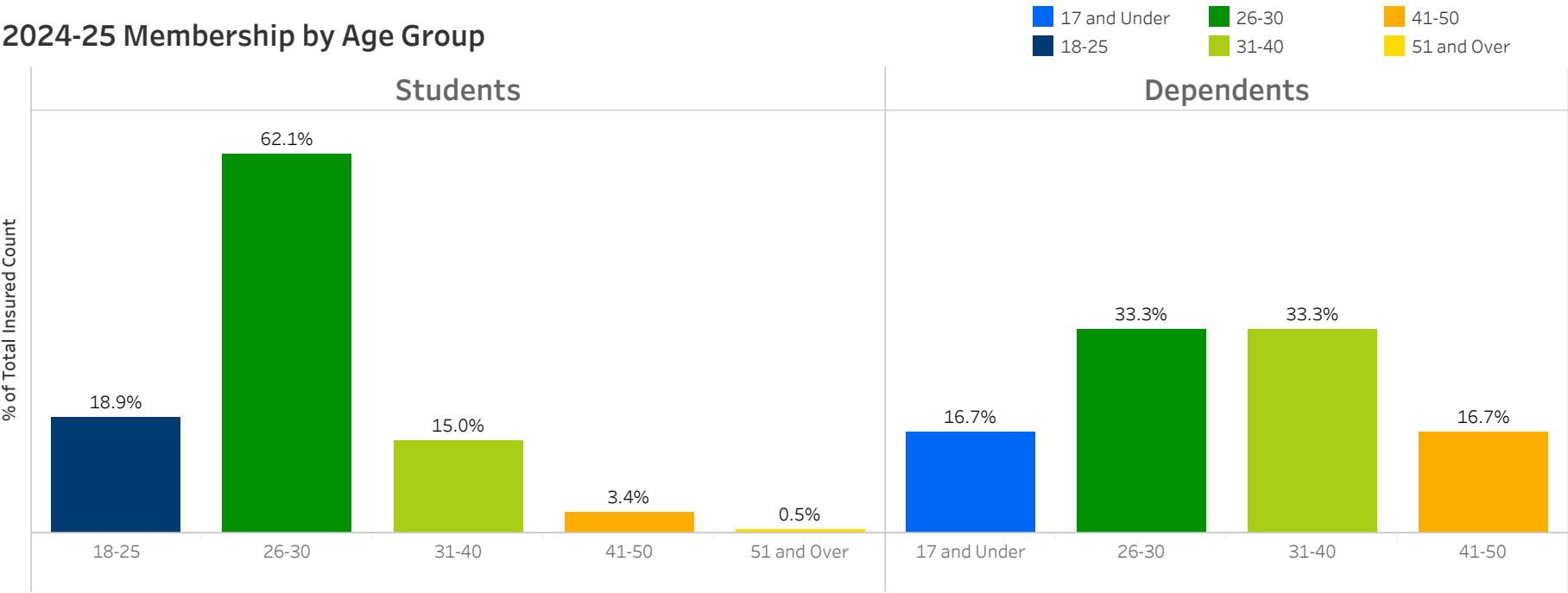
1

Annualized Membership

2024-25 policy year is an estimate.

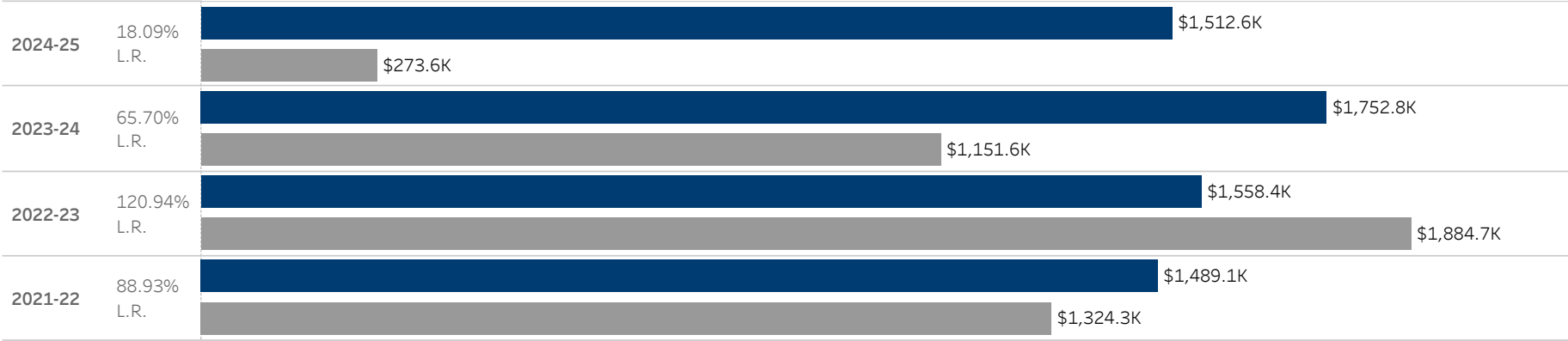


2024-25 Membership by Age Group



# Plan Experience Overview

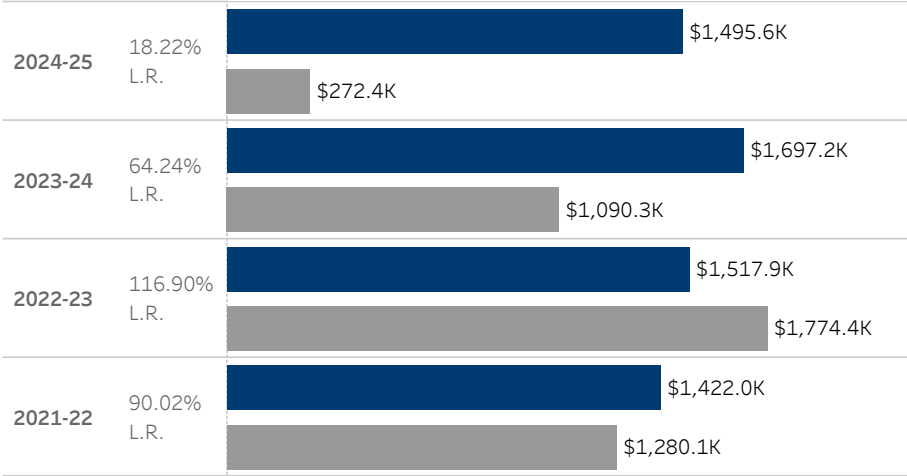
## All Insureds P&L



Values are displayed in thousands

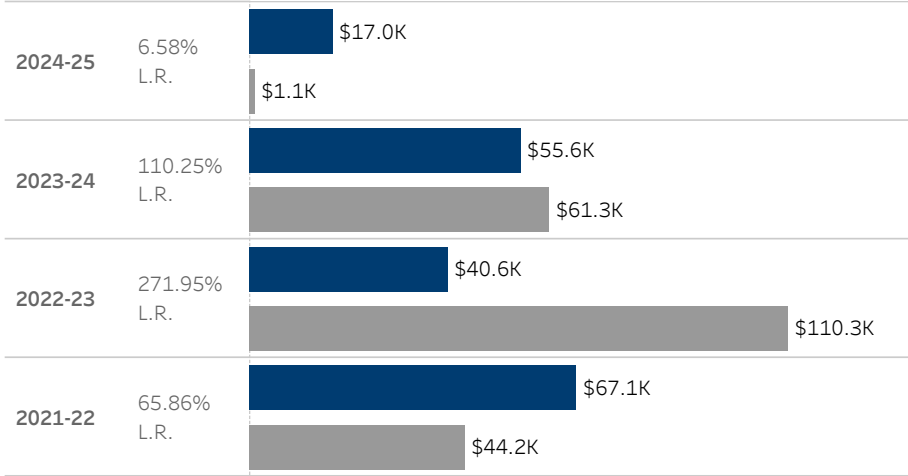
The premium reported includes all of the following taxes and fees: Premium tax, PPACA Patient-centered Outcomes Research Institute (PCORI) fee, PPACA reinsurance fee and the PPACA health insurance tax (HIT). Also included in the premium is all outside broker commissions (if applicable.)

## Students - P&L



Values are displayed in thousands

## Dependents - P&L

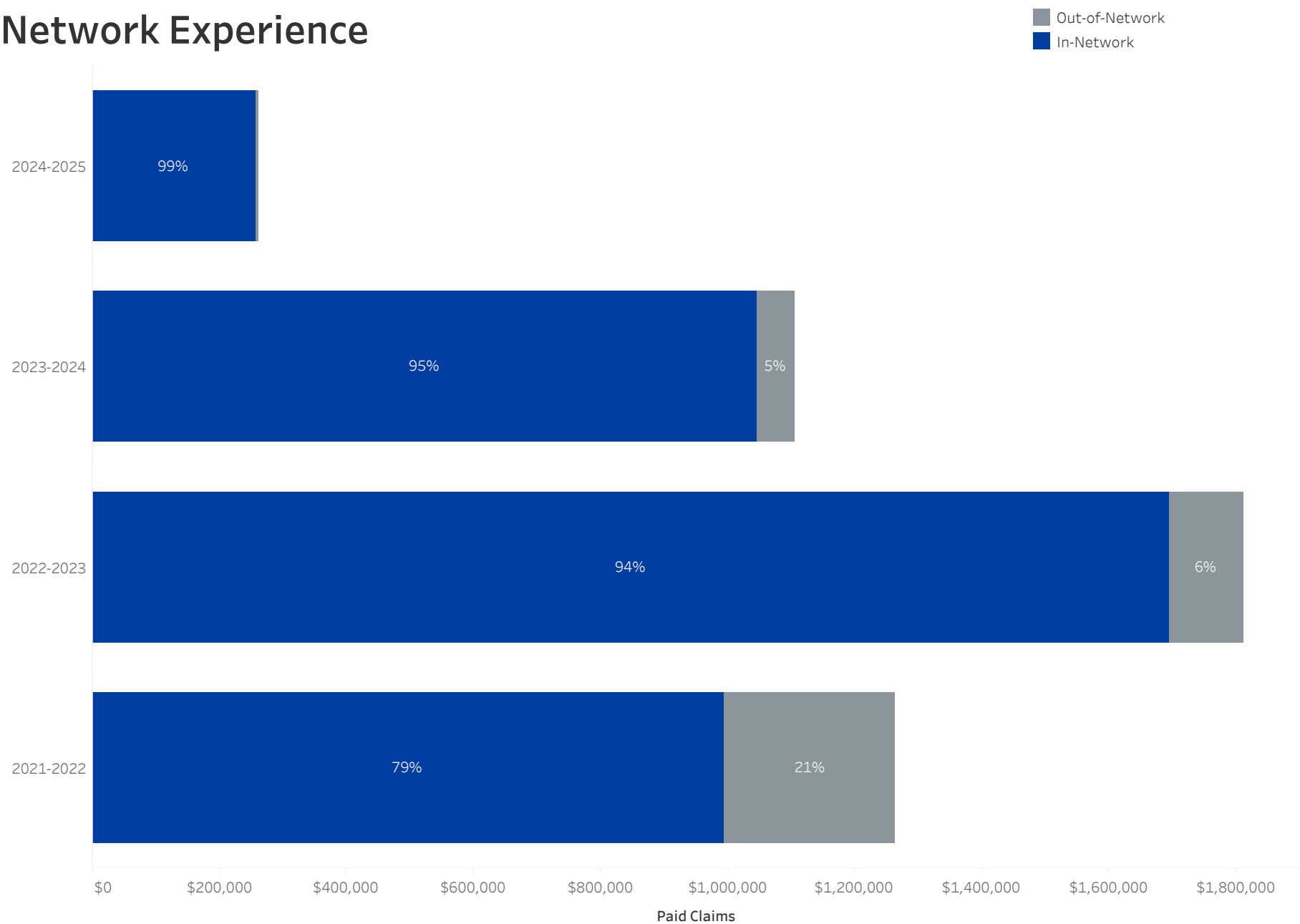


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SUNY - Downstate Health Sciences University (202716) - Utilization as of December 1, 2024

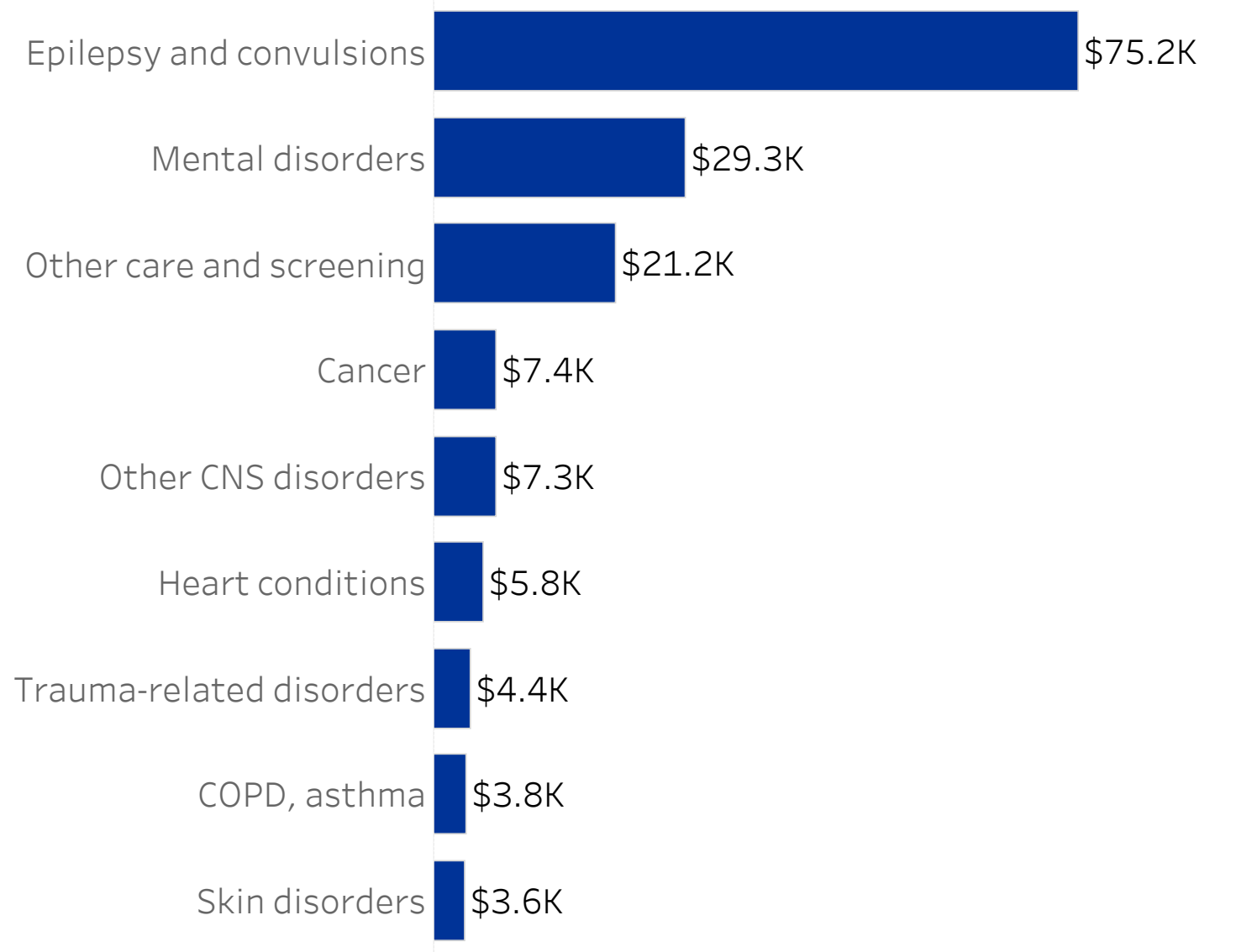
Confidential Property of UnitedHealth Group. Recipient shall be liable for using and protecting from further disclosure or misuse, consistent with applicable law.

# Network Experience



# Top 10 Diagnoses 2024-25 Policy Year

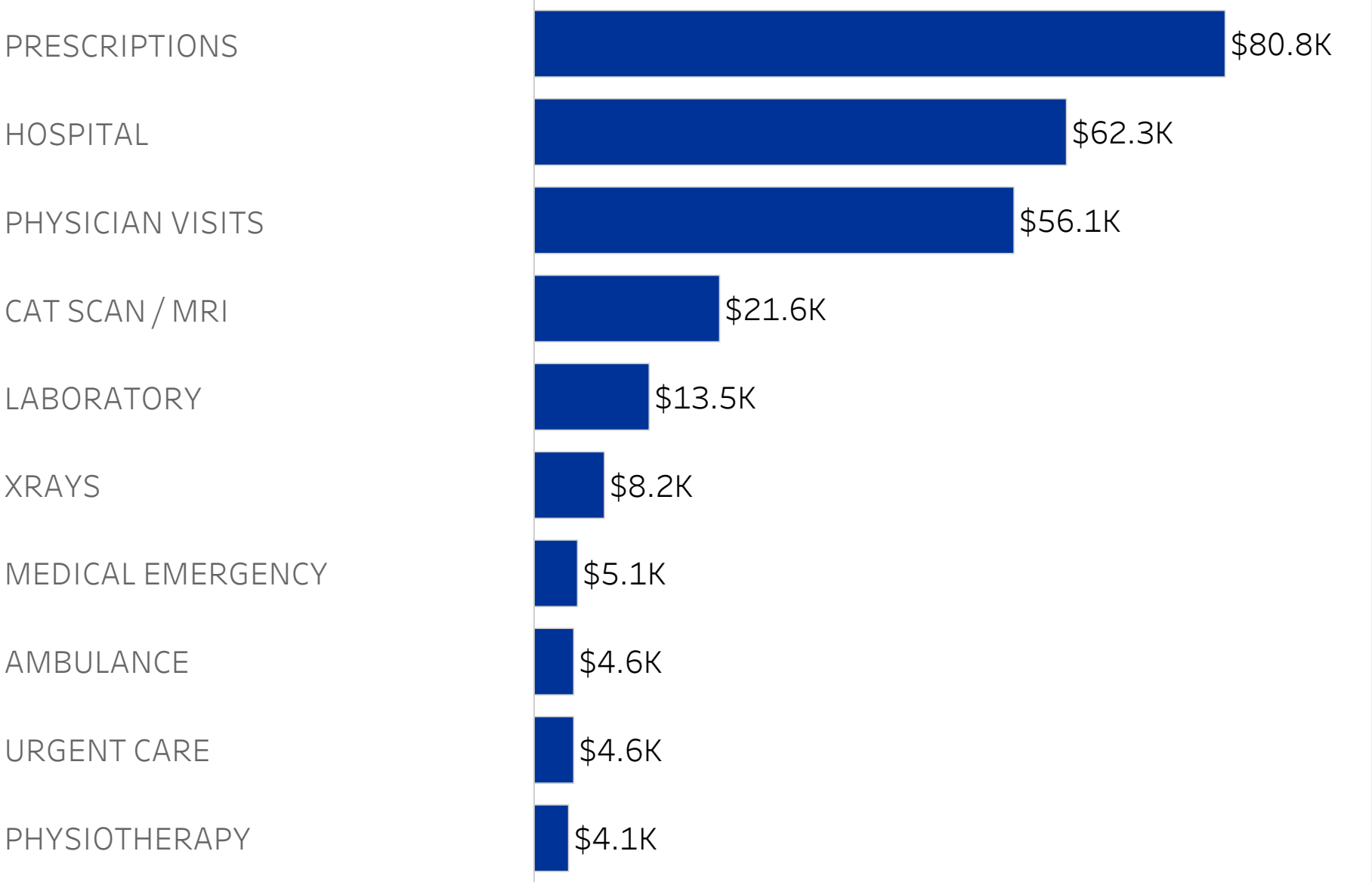
Clinical Classification Software (CCS) Condition Descriptions group relevant International Classification of Diseases (ICD) Codes into clinically meaningful categories.



Values are displayed in thousands

# Top 10 SR Charge Categories

2024-25 Policy Year



Values are displayed in thousands

SUNY - Downstate Health Sciences University (202716) - Utilization as of December 1, 2024

Confidential Property of UnitedHealth Group. Recipient shall be liable for using and protecting from further disclosure or misuse, consistent with applicable law.



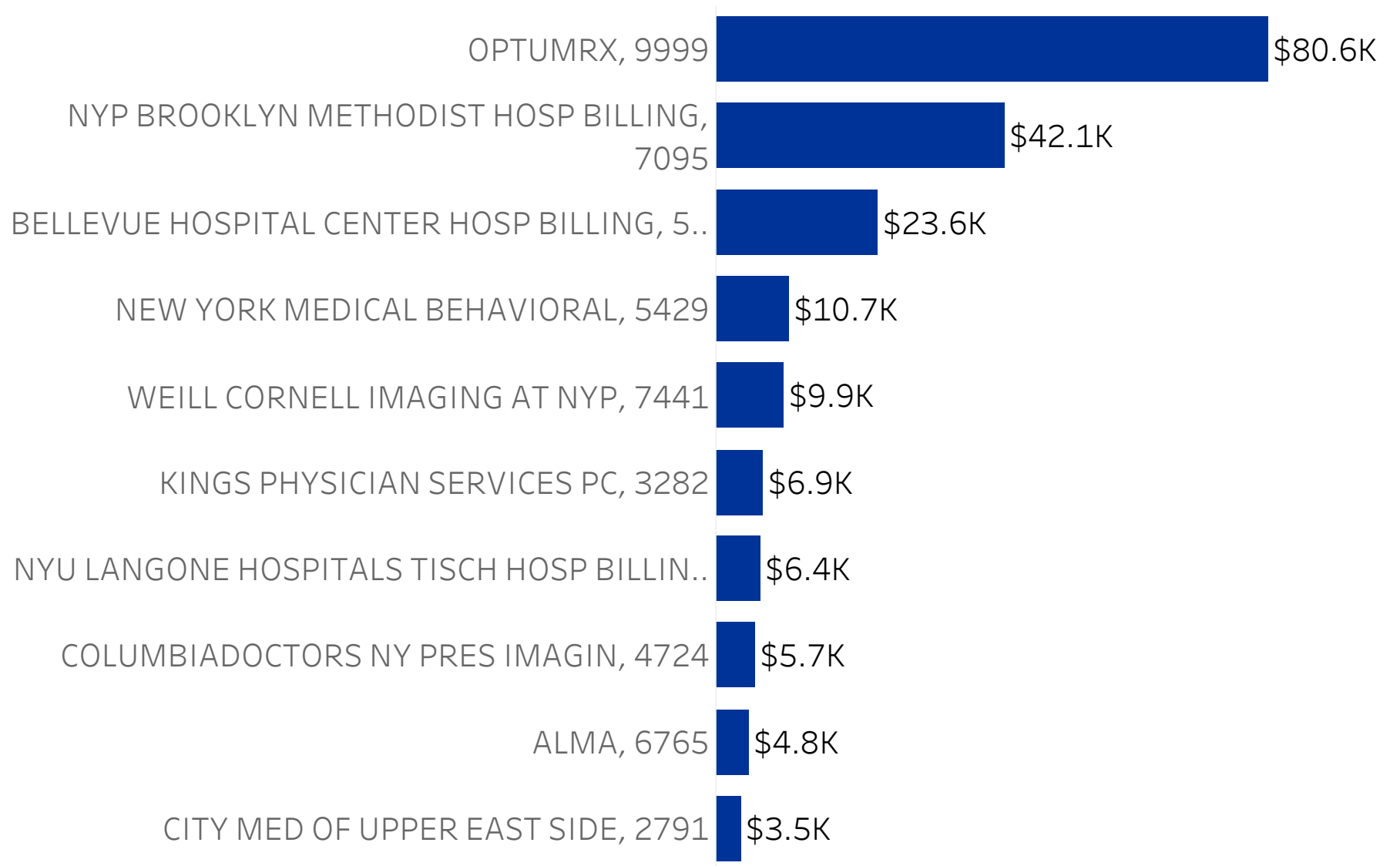
Claims greater than \$100,000

Policy Year	Day of Date Diagnosis	Student-De..	ICD Code Description	Claimed Amount	Paid Claims
2022-23	August 3, 2022	Student	ENCOUNTER FOR ANTINEOPLASTIC RADIATION THERAPY	\$300,760	\$215,175
	December 1, 2022	Student	ATRESIA OF PULMONARY ARTERY	\$219,693	\$284,132

**SUNY - Downstate Health Sciences University (202716) - Claims greater than \$100,000 - Utilization as of December 1, 2024**  
Confidential Property of UnitedHealth Group. Recipient Shall be liable for using and protecting from further disclosure or misuse, consistent with applicable law.

# Top Billing Providers

2024-25 Policy Year



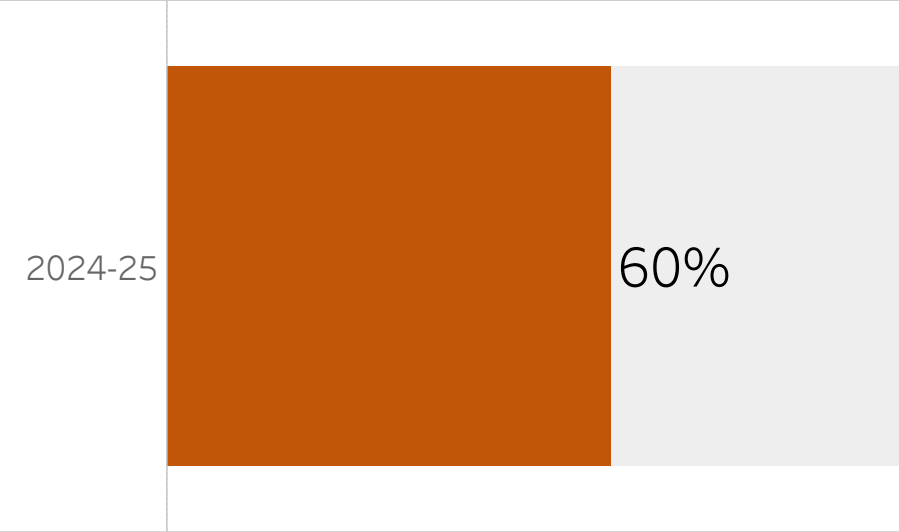
Values are displayed in thousands

SUNY - Downstate Health Sciences University (202716) - Utilization as of December 1, 2024

Confidential Property of UnitedHealth Group. Recipient shall be liable for using and protecting from further disclosure or misuse, consistent with applicable law.

# Top Rx Report

## Percentage of Members Utilizing Rx



## Top Drugs by Claimant Count

Drug Name	Tier	Script Count	Claimant Count	Copay	Paid Claims
FLUCELVAX 2024-2025	3	20	20	\$0	\$938
COMIRNATY 2024-25	3	16	15	\$0	\$2,115
TRETINOIN	3	23	15	\$133	\$234
FLULAVAL 2024-2025	3	12	12	\$0	\$459
ESCITALOPRAM OXALATE	1	34	11	\$115	\$79
AMPHETAMINE/DEXTROAMPHETAM..	1	27	10	\$156	\$309
BUPROPION HYDROCHLORIDE ER (XL)	1	35	10	\$128	\$102
SPIKEVAX COVID-19 VACCINE/2024-..	3	9	9	\$0	\$1,367
FLUARIX 2024-2025	3	8	8	\$0	\$256
LEVOTHYROXINE SODIUM	1	23	8	\$61	\$14

## Top Drugs by Paid Claims

Drug Name	Tier	Claimant Count	Copay	Paid Claims
DUPIXENT	2	1	\$80	\$14,657
DESCOVY	3	1	\$0	\$8,798
VYVANSE	3	6	\$825	\$6,993
MENOPUR	3	1	\$50	\$5,595
REXULTI	3	1	\$200	\$5,270
ZEPBOUND	3	1	\$150	\$2,951
LO LOESTRIN FE	1	4	\$0	\$2,917
ISOTRETINOIN	2	2	\$42	\$2,656
COMIRNATY 2024-25	3	15	\$0	\$2,115
XIFAXAN	3	1	\$50	\$2,036

## Top Therapeutic Classes by Claimant Count

	Claimant Count	Copay	Paid Claims
BIOLOGICALS	50	\$0	\$6,276
PSYCHOSTIMULANTS-ANTIDEPRESSANTS	40	\$732	\$2,452
SYSTEMIC CONTRACEPTIVES	25	\$0	\$4,265
AMPHETAMINE PREPARATIONS	19	\$1,367	\$10,035
ALL OTHER DERMATOLOGICALS	18	\$319	\$18,655
ANTIFUNGALS	12	\$57	\$136
OTHER ANTIBIOTICS	12	\$172	\$2,695
GLUCOCORTICOIDS	10	\$103	\$595

SUNY - Downstate Health Sciences University (202716) - Utilization as of December 1, 2024

Confidential Property of UnitedHealth Group. Recipient shall be liable for using and protecting from further disclosure or misuse, consistent with applicable law.

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 or State University of New York, whether a Contractor, licensor, licensee, lessor, lessee or any other party; the State University of New York shall hereinafter be referred to as "SUNY"):

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.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of SUNY and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. SUNY retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with SUNY. The Contractor may, however, assign its right to receive payments without SUNY's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law and Section 355 of the Education Law, if this contract exceeds \$250,000, or, if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State, and the State shall bear no liability, until it has been approved by the State Comptroller and filed in his or her office, or the pertinent pre-audit review period has elapsed. 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.

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

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

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State- approved sums due and owing for work done upon the project.

7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of competitive bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to 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, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by SUNY, its representatives, or the State Comptroller.

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as SUNY and any other agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. 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.**

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to SUNY 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 SUNY or the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of SUNY contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street,

Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

(b) 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

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

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or sub-contractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. 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 certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

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

**20. OMNIBUS PROCUREMENT ACT OF 1992.**

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

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

NYS Department of Economic Development  
Division for Small Business

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  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to 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 Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act of 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain.

NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

**22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa; State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental health and mental health services, accounting, auditing, paralegal, legal or similar services, then in accordance with Section 163(4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to 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 contract is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this contract the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the contract by providing written notification to the Contractor in accordance with the terms of the contract.

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

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29. 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.

30. (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.

31. Hospital Retained Authority: Hospital Retained Authority: The Hospital retains direct, independent authority over the appointment and/or dismissal, in its sole discretion, of the facility's management level employees (including but not limited to, the Facility/Service Administrator/Director, the Medical Director, the Director of Nursing, the Chief Executive Officer, the Chief Financial Officer and the Chief Operating Officer) and all licensed or certified health care staff. The Hospital retains the right to adopt and approve, at its sole discretion, the facility's operating and capital budgets. The Hospital retains independent control over and physical possession of the facility's books and records. The Hospital retains independent control over and physical possession of the facility's operating policies and procedures. The Hospital retains full authority and responsibility for, and control over, the operations and management of the facility. The Hospital retains the right and authority to independently adopt, approve and enforce, in its sole discretion, policies affecting the facility's delivery of health care services. The Hospital retains the right to independently adopt, approve and enforce, at its sole discretion, the disposition of assets and authority to incur debts. The Hospital retains the right to approve, at its sole discretion, contracts for administrative services,

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

**27. IRAN DIVESTMENT ACT.** By entering into this contract, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:

<https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

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

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

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

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

management and/or clinical services. The Hospital retains the right to approve, at its sole discretion, any facility debt. The Hospital retains the right to approve, at its sole discretion, settlements of administrative proceeding or litigation to which the facility is a party. No powers specifically reserved to the Hospital may be delegated to, or shared by, the Contractor or any other person. In addition, if there is any disagreement between the parties to this Agreement regarding control between the Hospital and the Contractor, the terms of this Section shall control.

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Vendor's Insurance policy producer's name and address	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Vendor's name and address	<b>INSURER A :</b>	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
<input checked="" type="checkbox"/>	<b>CONTRACTUAL LIAB</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
<input checked="" type="checkbox"/>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<input checked="" type="checkbox"/>	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Faculty Student Association of Downstate Medical Center, Inc (FSA of DMC, Inc), SUNY Downstate Health Sciences University (SUNY-DHSU), and State of NY and their Directors, Officers, Employees and volunteers ARE INCLUDED AS additional insureds ON A PRIMARY NON-CONTRIBUTORY BASIS.

**CERTIFICATE HOLDER****CANCELLATION**

Faculty Student Association of Downstate Medical Center, Inc. FSA Business Office; MSC 1219 450 Clarkson Ave Brooklyn NY 11203-2098	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE