



PO BOX 66699; ALBANY, NY 12206
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3/13/2025

The following (Q&A) will serve as Amendment #2 to NYSIF's Request for Proposals (RFP) for Electronic Payment Services, bid number 2025-03-INS. Material in this Amendment supersedes any contradictory material in the RFP.

Non-Disclosure Agreement (NDA) included for reference.

An updated Appendix Z has been posted to the NYSIF website.

Please note that the due date for the submission of bids **remains unchanged**.

All bids are due 3/31/2025, by 2:00 p.m.(eastern).

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan Cerone", is written over a light blue circular stamp.

Ryan Cerone
Contract Management Specialist II

Electronic Payment Services

RFP # 2025-03-INS

Amendment 2

Question #	RFP Page #	RFP Section and Sub-Section Reference #/Heading	Question	NYSIF Response
1			Is there a standard MNDA that you issue as part of this process?	There is a standard NDA that is part of the contract process. Per Section 4.2, page 34 of the RFP only the awarded contract will be required to submit the NDA. A copy of the NDA is attached to this Amendment for review.
2	113-122	Appendices	Can you please confirm that ST-220-CA, ST-220-TD and Appendix O are not required with our response to this RFP?	The awarded firm will be subject to completing these forms upon award.
3	124	Appendices	The RFP states that if are unable to meet the SDVOB goals set forth in the solicitation/contract, bidder/contractor must submit a request for a waiver on the SDVOB Waiver Form (2-200). Can you please provide this form?	There is a 0% SDVOB goal on this procurement, a waiver is not required.
4	Attachment Z	Attachment Z XLS	The Appendix Z Fee schedule XLS does not have a line item for IVR setup cost or ongoing charges. Can you please update or should we include this information on a separate tab? The RFP itself requests this functionality and the bid sheet states that bid price should be all inclusive. Cell 12 makes reference to IVR among other items but the cost items lines 1 2 and 3 only cover e-checks, one time, recurring and return we would therefore need 1a, 2a, 3a or some space for the IVR costs.	The cost of the initial IVR set up would be built into the One Time Implementation Fee (item 4) any additional changes to the IVR over the term of the contract would be pulled from the System Enhancement Line Rates (item 5).
5		N/A - general question	What is the reason for going out to bid at this time?	This is not material to this solicitation.
6		N/A - general question	Are there any service related issues with the current vendor?	This is not material to this solicitation.
7		N/A - general question	What is the desired implementation timeframe or when would NYSIF like to be live?	Implementation timeline will be discussed with the awardee.
8		N/A - general question	Is NYSIF looking for something specific the current vendor does not provide?	This is not material to this solicitation.
9		N/A - general question	Who is the current vendor providing this service to NYSIF?	This is not material to this solicitation.
10		N/A - general question	Are there price inscreases or adjustments allowed during the 7 year contract period?	No.
11		N/A - general question	What are NYSIF payment terms (we typically request NET 30 days)	NET 30.
12	9	Section 1, Sub-Section 1.4	Why are you looking to make a change?	This is not material to this solicitation.
13	9	Section 1, Sub-Section 1.4	What business problems or opportunities are you addressing. What outcomes are you hoping to achieve?	Among other things, NYSIF is looking for customer friendly electronic payments. NYSIF would like to provide our customers with ways to make payments that are quick, easy, and secure so that their Workers' Compensation and Disability Benefits coverage remains active and they remain compliant under NYS law.
14	9	Section 1, Sub-Section 1.4	What do you like about your current platform/technology?	This is not material to this solicitation.
15	9	Section 1, Sub-Section 1.4	What have you seen from alternative solutions that you have found attractive, and why?	This is not material to this solicitation.
16	9	Section 1, Sub-Section 1.4	What new features would you like to add (now or in future)?	All requirements are addressed within the RFP.
17	16	Section 2, Sub-Section 2.1.A.9	Can you expand more on the two-part verification process in an end to end use case example? Specifically, what verification elements would you use?	The verification elements will be unique identifiers from the daily file/API.
18	17	Section 2, Sub-Section 2.1.D.1	What specific payment types would require separation?	The verification elements will be unique identifiers from the daily file/API.

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Question #	RFP Page #	RFP Section and Sub-Section Reference #/Heading	Question	NYSIF Response
19	18	Section 2, Sub-Section 2.2.B.1.v	What are some use case examples of an active IVR call that would require technical assistance?	Examples include customer having difficulty selecting the options; customer unable to validate their account.
20	19	Section 2, Sub-Section 2.2.B.2.ii	In terms of displaying the customer's bill, - Do you currently display the complete current bill? In what format? - Would this supplier be required to generate the bill image? - If not, who generates and supplies the bill image? - What options does the customer have when viewing the bill?	Details will be shared with the awardee.
21	17	Section 2, Sub-Section 2.1.C.4	If the vendor's IVR has English and Spanish, do we also have to comply with the NY State Language Access Law?	Yes.
22	17	Section 2, Sub-Section 2.1.D.2	What are your documented REST API endpoints?	API endpoint details will be provided to awardee.
23		Appendix Z	Does the 2.25% fee apply to both credit and debit payments?	Per a search of our website, NYSIF customers are currently subject to a 2.25% processing when choosing to pay with a debit or credit card. Any processing fee proposed by a prospective bidder will apply to both debit and credit card payments.
24	22	Section 2, Sub-Section 2.2, Reference#/Heading 2.3 Desirables	Please provide your monthly transaction volume for both ACH and card?	Annual volume has been provided in Attachment B.
25	N/A	N/A - Generic Question	What ERP system does NYSIF use today?	This is not material to this solicitation.
26	29	Section 3 – Method of Evaluation & Criteria, 3.3 Appendix T, Vendor Security Survey	Completion of Appendix T contains sensitive cyber security and information technology questions that the Bank does not share publicly to protect our clients and bank infrastructure. While the Bank can attest to a robust policy and set of procedures, we cannot disclose those details in a public bid response. We would ask that NYSIF enter into a non-disclosure agreement with the Bank in order to share any specifics around our information security/ cyber security policy. We understand the sensitivity around selecting a partner that has a robust policy and process and ask that NYSIF limit required level of details requested in the Appendix T to protect the Bank and its clients.	NYSIF is not seeking confidential information within your response to Appendix T, any confidential information you are providing should be blocked out prior to responding to Appendix T and included within your proposal.
27	15	Section 2: Technical Specifications, 2.1 Mandatory Requirements, #A.3.b.	Can a vendor provide a SOC 2 report in lieu of a SOC 1 report?	SOC 1 is required.
28	16	Section 2: Technical Specifications, 2.1 Mandatory Requirements, #A.4.	If a vendor is not a direct member of NACHA, can that vendor provide documentation of our electronic check processor's NACHA membership to meet this requirement?	If not a direct member, vendor must be NACHA certified.
29	16	Section 2: Technical Specifications, 2.1 Mandatory Requirements, #A.7.	Which NYSIF installations currently use a bifurcated (customer pays) model, and which use a non-bifurcated (NYSIF pays) model? What are the current fees charged under both models?	Credit card payments. The determination of a bifurcated or non bifurcated customer is passed by NYSIF to vendor in the daily file/API. Fees will not be disclosed.

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RFP # 2025-03-INS

Amendment 2

Question #	RFP Page #	RFP Section and Sub-Section Reference #/Heading	Question	NYSIF Response
30	16	Section 2: Technical Specifications, 2.1 Mandatory Requirements, #A.9.	Does the "two-part verification process" refer to multi-factor authentication (MFA)? If so, does the vendor need to provide the MFA functionality, or will we integrate with NYSIF's MFA?	No. Customer must provide two pieces of information for verification. The verification elements will be unique identifiers from the daily file/API.
31	19	Section 2: Technical Specifications, 2.2 Services to be Provided, #B.2.i.	For the single sign-on (SSO) process, does the vendor need to provide the SSO functionality, or will we integrate with NYSIF's SSO?	Integrate with NYSIF's existing SSO solution.
32	23-24	Section 2: Technical Specifications, 2.4 Implementation	Does this section require a direct response, or has it been provided for information only?	The bidder should affirm and agree to the implementation information provided within the RFP.
33	16, 25-26	Section 2: Technical Specifications, 2.1 Mandatory Requirements, #A.12. AND Section 2: Technical Specifications, 2.10 Subcontracting	Section 2, 2.1, A.12. states that no subcontracting is allowed. However, Section 2, 2.10 describes subcontracting policies. Please clarify whether or not vendors are permitted to work with subcontractors.	No subcontracting is allowed.
34	27	Section 3: Method of Evaluation & Criteria, 3.1 Evaluation Criteria, #3	Can a vendor work with a MWBE, SBE, SVDDB subcontractor to earn some or all of these points?	No only certified prime MWBE/SDVOB/SBE firms are eligible for the 5%. Please refer to section 3.1.3. of the RFP for eligibility.
35	1	Attachment B: 2022 and 2023 Volumes	The volumes split out AMEX from other cards. Does NYSIF/payers pay a different rate for AMEX transactions? If so, what are the rates? Does NYSIF wish to continue with this model?	NYSIF pays the same rate for all cards. We wish to continue with this model.
36	Sheet 1	Appendix Z: Fee Schedule	If NYSIF wishes to pay different rates for AMEX cards, how should this be presented in the Fee Schedule?	NYSIF pays the same rate for all cards. We wish to continue with this model.
37	Sheet 2	Appendix Z: Fee Schedule	What does this information pertain to?	This information was included in error and has been removed in an updated Appendix Z.
38	N/A	N/A	What vendor currently provides these services?	This is not material to this solicitation.
39	1	Attachment B: 2022 and 2023 Volumes	Of the total number of "Internet Credit Cards" (excl Amex) transactions, what percentage of these payments are debit cards?	21%
40	1	Attachment B: 2022 and 2023 Volumes	Of the total number of "IVR" (excl Amex) transactions, what percentage of these payments are debit cards?	1%
41	16	2.1 mandatory requirements	What logic is used to determine which customer pays service fees?	The determination of a bifurcated or non bifurcated customer is passed by NYSIF to vendor in the daily file/API.
42	22-23	2.3 Desirables	Can this be available by year end 2025?	These are desirables and are not mandatory.
43	7	RFP calendar	I see the anticipated start date is TBD, what is the contract end date with the current supplier?	This is not material to this solicitation.
44	15	2.1 mandatory requirements	For electronic checks is the expectation that we work with your current ODFI?	Yes, the winning bidder will work with NYSIF's current ODFI.

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45	18	2.2 Services to be provided	Does NYSIF expect to pass the fees on to consumers for venmo/paypal transactions	Yes.
46	16	2.1 mandatory requirements	Is the vendor required to consume NYSIF's api for account validation or can we propose our own solution for account validation?	Vendor required to consume NYSIF's API.
47	16	Section 2.1, Item 7	Are bifurcated and non-bifurcated payment processing fees based on payment type or customer? Please provide details of payments for each category.	Customer. The determination of a bifurcated or non bifurcated customer is passed by NYSIF to vendor in the daily file/API.
48	18	Section 2.2, Letter A (Experience/Background), Question 4	Please advise which customers NYSIF absorbs credit card fees for.	The determination of a bifurcated or non bifurcated customer is passed by NYSIF to vendor in the daily file/API.
49	24	Section 2.4, Item 5 (System Acceptance), Letter a.	Please provide details on what would be expected for a system acceptance plan.	Details will be shared with the awardee.
50	33-34	Section 4.2.7, Appendices, Last paragraph regarding Attachment 3, 2nd paragraph after bulleted list	Please provide Attachment 3--Non-Disclosure Agreement which would be required upon award.	A copy of the NDA is attached to this Amendment for review. Please note: Per Section 4.2, page 34 of the RFP only the awarded contract will be required to submit the NDA.
51	53	Exhibit B, General specifications, Item 13, Paragraph 1	Please advise what is required to request an exemption from disclosure of confidential/trade secret materials.	Any confidential information should be labeled within your proposal.
52		Appendix Z, Item 6a, 6b, 6c, and 6d	Can Column D for the credit card fees be modified to reflect two decimal places for the percent? The current Appendix Z is rounding up or down. For example if we enter 2.25% it rounds down to 2%.	The rounding is for display only. The decimal places are saved and are used in the calculation, however, an updated Appendix Z has been posted.
53	17	D Data Exchange and Reporting	Could NYSIF provide more context on what profile updates are expected with the following requirement? Bidder must provide NYSIF with real time recurring payment profile updates	Please refer to Attachment E.
54			How are IVR payments processed today? Could NYSIF provide more specific details on the script and workflow?	NYSIF will provide this information to the awardee.
55			Please provide a list of all reports received provided by the current vendor today.	NYSIF will provide this information to the awardee.
56			Could NYSIF provide more details on how automatic/recurring payments are processed today? What parameters exist today? What expiration options are in place? How often do payments occur (monthly, quarterly, etc.)?	NYSIF will provide this information to the awardee.
57	16	A General Requirements	What SMS notifications is NYSIF interested in providing to customers?	Payment confirmation and other payment notifications.
58			How many Customer Service Representative payments are processed today? How is this activity tracked/reported?	NYSIF will provide this information to the awardee.
59			How do customers authenticate (i.e., log in) to the website today? Is there a single log in for all interactions (e.g., making a payment and reporting payroll)?	For guest payments, two-part verification process. For enrolled payments, single sign on from NYSIF online account.

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60	9	1.4 - General Purpose	Could NYSIF define "direct payment plans"?	All installment plans other than PayGo.
61			Could NYSIF provide more information on how and when deposit payments are made? Are they solely made for initial applications, or other use cases? Are deposit amounts generally refunded, or applied to premiums?	This is not material to this solicitation.
62			Does NYSIF have a specific time frame in mind in terms of transitioning services to a new vendor? When is the desired "go live"?	Implementation timeline will be discussed with the awardee.
63			Could NYSIF provide the current contract with the incumbent vendor for review?	This is not material to this solicitation.
64			What is the current funding model and pricing structure? What fees are paid by NYSIF and what fees are paid by customers?	This is not material to this solicitation.
65			What would you change about your current client service and support?	This is not material to this solicitation.
66			Why is NYSIF going to bid for these services? Is there a critical event (e.g., contract expiration) or new features that necessitates going to RFP?	This is not material to this solicitation.
67			Are you willing to use our GSA contract?	This is not material to this solicitation.
68	17	Section C	Please clarify your expectations for the two-part verification process requested. Given the cumbersome nature of MFA, could this mean possibly an account number and a zip code (or other identifiers)? It would be our expectation that what is provided by the caller would be the search criteria provided to your API to retrieve a bill, which would then be presented for payment.	Customer must provide two pieces of information for verification. The verification elements will be unique identifiers from the daily file/API.
69	18	Section 2.2/A/4	How is it determined which customers are passed fees to and which aren't?	The determination is passed by NYSIF to vendor in the daily file/API.
70	19	Section 2/2.2/2/iv	Please provide the business rules you may wish to implement and the applicable scenarios	As stated in the RFP, the rules include but are not limited to the payment date and amount. Further details will be discussed with the Awardee.
71	20	Section 2/2.2/2/x/4	Please provide additional clarity on the notification history and details you're requesting	As stated, this relates to any Emails or SMS text notifications to customers.
72	20	Section 2/2.2/2/xiii/9	Are you intending to restrict... a) Any specific accounts or payers from this solution? b) Specific payers to cards only or ACH only? c) Scheduled payment profile creation? If any of the above, please provide examples where this might be necessary	Bidders should describe their capabilities and suggest use cases where relevant. Currently we restrict specific accounts based on returned payment history.
73	6	Appendices	Attachment 3 is titled NDA however the document on the NYSIF website is labeled as a Fee Schedule. Can NYSIF provide the NDA please?	A copy of the NDA is attached to this Amendment for review. Please note: Per Section 4.2, page 34 of the RFP only the awarded contract will be required to submit the NDA.
74		Appendix T	In regards to Appendix T, some of the questions posed may require an NDA in place before we are able to provide responses, would NYSIF sign an NDA prior to the RFP due date?	NYSIF is not seeking confidential information within your response to Appendix T, any confidential information you are providing should be blocked out prior to responding to Appendix T and included within your proposal.

MUTUAL NONDISCLOSURE AGREEMENT BETWEEN NEW YORK STATE INSURANCE FUND AND FOR EXCHANGE OF CONFIDENTIAL INFORMATION

THIS AGREEMENT is between the New York State Insurance Fund ("AGENCY"), having its principal place of business at 199 Church St, New York, New York 10007, and _____, with offices at _____, a Contractor to Agency ("CONTRACTOR"). For the purposes of this agreement, either AGENCY or CONTRACTOR may be a "Receiving Party" or a "Disclosing Party" with respect to Confidential Information.

NOW THEREFORE, for and in consideration of the engagement of CONTRACTOR to perform services set forth in RFP 2025-03-INS – Electronic Payment Services, the parties agree to the following:

1. Background

- a. AGENCY and CONTRACTOR agree that information shared as necessary for the purposes of this Agreement is "Confidential Information." Confidential Information shall include all non-public information (whether in verbal, written, visual, graphic or machine-readable form) of the Disclosing Party which the Receiving Party has had access to (including prior to effective date), will have access to, or will create or prepare, that includes, incorporates, makes reference to or utilizes in any way, without limitation, the Data and all other proprietary information related to the Disclosing Party's business. Confidential Information shall include all information of a third party to which each Party has access or will have access. Confidential Information shall also include any information and data protected by applicable privacy laws and regulations, including but not limited to Federal, State, and local laws as well as those of territories and dependencies.
- b. The party that discloses Confidential Information hereunder is referred to as the "Disclosing Party" and the party receiving Confidential Information hereunder is referred to as the "Receiving Party."
- c. The Receiving Party and Disclosing Party each agree to comply with Federal, State, and local privacy laws and regulations as well as privacy laws and regulations of territories and dependencies as applicable to the Confidential Information.

2. Confidentiality and Non-Disclosure

- a. Each party agrees that Confidential Information is the valuable property of the Disclosing Party notwithstanding any public disclosure by any source and will be protected by civil and criminal law and, where appropriate, by the law of copyright. The Receiving Party shall protect the Confidential Information of the Disclosing Party using procedures no less rigorous than those used to protect its own Confidential Information but not less than a reasonable degree of care. The Receiving Party shall not transfer or disclose any of the Confidential Information to any third party without the Disclosing Party's prior written permission except for the terms listed in Section 4. The Receiving Party further agrees not to divulge information or methods of accessing the Disclosing Party data to any person not authorized to obtain such information and/or data.

- b. Each party agrees to implement and maintain an appropriate security program for Confidential Information to (1) ensure the security and confidentiality of Confidential Information, (2) protect against any threats or hazards to the security or integrity of Confidential Information, and (3) prevent unauthorized access to or use of Confidential Information. Confidential Information shall be stored and maintained in a place and manner that is physically secure from access by unauthorized persons. AGENCY reserves the right to review CONTRACTOR's policies and procedures used to maintain the security for Confidential Information.
- c. CONTRACTOR shall maintain a commercially reasonable Disaster Recovery and Business Continuity Plan and a copy of said plan shall be provided to AGENCY upon request.
- d. The Receiving Party shall use the Disclosing Party's Confidential Information solely for the performance of agreed upon services and shall not take any action inconsistent with the confidential and proprietary nature of such information.

3. Confidentiality Exceptions

Confidential Information shall not include information that (a) is in the public domain at the time of its use or disclosure through no fault of the Receiving Party or its Contractors, (b) was lawfully in the possession of or demonstrably known by the Receiving Party prior to its receipt from the Disclosing Party, (c) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, or (d) becomes known by the Receiving Party from a third party and, to the Receiving Party's knowledge, is not subject to an obligation of confidentiality to the Disclosing Party.

4. Third-Party Disclosure

- a. The terms of this Agreement shall apply to any agents, employees, subcontractors, representatives, consultants, affiliates, and advisors of AGENCY and CONTRACTOR who need to know the Confidential Information and who are informed of the confidential nature of the information and agree to keep it confidential. It is understood that CONTRACTOR shall be and will remain liable for any breach of Confidentiality and Nondisclosure obligations by any of the Persons set forth above.
- b. CONTRACTOR shall require the Persons set forth in this Section 4 to implement and maintain an appropriate security program for Confidential Information to (1) ensure the security and confidentiality of Confidential Information, (2) protect against any threats or hazards to the security or integrity of Confidential Information, and (3) prevent unauthorized access to or use of Confidential Information. CONTRACTOR shall be responsible for all individuals, including employees of CONTRACTOR and employees of all Persons set forth in this Section 4 authorized to have access to the Confidential Information, adherence to the Confidentiality and Nondisclosure requirements set forth in this Agreement.

5. No Transmission Outside the United States

CONTRACTOR shall take appropriate measures to assure that AGENCY's Confidential Information is NOT transmitted outside of the United States. Such prohibition against transmission shall not apply to satellite transmission or other similar digital

communication methods used by CONTRACTOR or its Contractors in the ordinary course of business and in conformance with this Agreement.

6. Compelled Disclosure

- a. If the Receiving Party is requested or required to disclose any of the Disclosing Party's Confidential Information pursuant to a subpoena, court order, statute, law, rule, regulation or other similar requirement (a "*Legal Requirement*"), the Receiving Party shall, unless prohibited by law, provide prompt notice of such Legal Requirement to the Disclosing Party so the Disclosing Party may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the Disclosing Party is not successful in obtaining a protective order or other appropriate remedy and the Receiving Party is, in the opinion of its counsel, compelled to disclose such Confidential Information under pain of liability for contempt of court or other censure or liability, the Receiving Party shall be permitted to disclose such Confidential Information solely to the extent necessary, in the opinion of its counsel, to comply with the Legal Requirement.
- b. Information that would otherwise be considered AGENCY's Confidential Information within the meaning of this Agreement shall not be deemed otherwise because such information may be available to third parties pursuant to the New York State Freedom of Information Law (FOIL). In the event that an independent third-party has or shall obtain from AGENCY information pursuant to FOIL that would otherwise be considered AGENCY's Confidential Information and has publicly disclosed such information, then such information shall be considered public information from the time of such disclosure and no longer Confidential Information.
- c. CONTRACTOR trade secrets and/or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such with specific justification setting forth the reasons for the claimed exemption. Acceptance of the claimed materials does not constitute a determination on the exemption request; such determination will be made in accordance with statutory procedures. In the event such information is requested pursuant to FOIL or other legal process, AGENCY will give CONTRACTOR notice as soon as practicable for the purposes of affording it the opportunity to interpose objections to its disclosure. Properly identified information that has been designated trade secret or proprietary by CONTRACTOR will not be disclosed except as required by FOIL or other applicable State and federal laws.

7. Return of Confidential Information

- a. Following a request of the Disclosing Party or upon the termination of this Agreement, the Receiving Party shall promptly but in no event more than five (5) business days following such request or the termination of this Agreement, return to the Disclosing Party all or any portion of the Confidential Information or, at the Disclosing Party's election, destroy all or any part of the Confidential Information and provide certification thereof upon request by the Disclosing Party. In lieu of returning Confidential Information that has been included in the Receiving Party's notes, analyses, and studies, the Receiving Party may destroy the portions of such notes, analyses, or studies containing Confidential Information and provide certification thereof.

- b. Notwithstanding the foregoing, Receiving Party may (1) retain copies of Confidential Information that is required to be retained by law or regulation and (2) in accordance with legal records retention requirements, store such copies and derivative works in an archival format which cannot be returned or destroyed.

8. Right to Audit

- a. If CONTRACTOR utilizes a Statement on Standards for Attestation Engagements (SSAE) No. 16 or a Standards for Attestation Engagements No. 18, as developed by the American Institute of Certified Public Accountants (AICPA) within the past twenty-four months prior to the Agreement, CONTRACTOR shall provide NYSIF with a copy of CONTRACTOR's Service Auditor's Report(s) for either Type I or Type II (Reports) or Service Organization Control (SOC) Report types 1, 2, or 3 on an annual basis. Such Report(s) shall be used for information purposes only. NYSIF reserves the right to request a copy of the Report(s) during the Agreement duration (including option periods). Production of CONTRACTOR SSAE 16 or 18 Report(s) or SOC Reports shall not take the place of NYSIF's right under the Agreement to independently audit CONTRACTOR. The documentation, reports, or information received by AGENCY in relation to this section shall be deemed CONTRACTOR Confidential Information. For regulatory and compliance purposes, AGENCY may be required to produce such documentation, reports, or information received to the proper regulatory authority or independent auditors. AGENCY shall take all necessary steps to protect and preserve the confidential nature of any documentation, reports, or information shared for regulatory and compliance purposes.
- b. CONTRACTOR shall maintain accurate records and accounts of services performed and money expended under this Agreement and shall furnish or make available such supplemental accounts, records or other information as required in the event of a security breach and/or to substantiate any expenditure or report to AGENCY, or as may be necessary for auditing purposes or to verify that expenditures were made and/or proper non-disclosure procedures were implemented as instructed by this Agreement. Such records, accounts and all supportive documentation shall be kept for at least six (6) years subsequent to the termination date of this Agreement.

9. Information Security Breach

- a. In the event of a Breach of Security involving AGENCY supplied Nonpublic Information from systems owned, operated, sub-contracted or otherwise routed through CONTRACTOR's systems or networks, CONTRACTOR shall notify AGENCY immediately, without unreasonable delay. "Breach of Security" shall mean the unauthorized acquisition or acquisition without valid authorization of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by a business. "Nonpublic Information" shall mean all electronic information that is not publicly available information and is: (1) business related information of AGENCY the tampering with which, or unauthorized disclosure, access, or use of which, would cause a material adverse impact to the business, operations or security of AGENCY; (2) any information concerning an individual which because of name, number, personal mark, or other identifier can be used to identify such individual, in combination with any one or more of the following data elements: (i) social security number; (ii) drivers' license number or non-driver identification card number; (iii) account number,

credit or debit card number; any security code, access code or password that would permit access to an individual's financial account; or (iv) biometric records; (3) any information or data, except age or gender, in any form or medium created by or derived from a health care provider or an individual and that related to: (i) the past, present or future physical, mental or behavioral health or condition of any individual or a member of the individual's family; (ii) the provision of health care to any individual; or (iii) payment for the provision of health care to any individual.

- b. CONTRACTOR additionally undertakes to, solely at its own cost and expense, provide any requisite notices that either CONTRACTOR or AGENCY would be required to provide pursuant to NY CLS Gen Bus §899-aa and NY CLS State Technology Law §208, or any other applicable statute, both on behalf of CONTRACTOR and on behalf of AGENCY. CONTRACTOR's notification shall include but not be limited to a description of the categories of information that were, or are reasonably believed, to have been acquired by a person without valid authorization, including specification of which of the elements of personal information and private information were, or are reasonably believed to have been, so acquired, or as otherwise provided for by applicable law.

10. Term of Contract

This Agreement shall continue in effect until terminated by written notice to the other party. The Confidentiality and Nondisclosure obligations of the parties as detailed in Section 2 and Section 4 shall survive termination of this Agreement in perpetuity.

11. Grant of Rights and Warranties

Disclosure of the Confidential Information shall not be deemed to grant any license or other right to use such Confidential Information except as set out in this Agreement or as set out in a separate written agreement executed by both parties.

12. Notice

Any notice, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed delivered to a party (i) when delivered by hand or courier or (ii) six (6) days after the date of mailing if mailed by United States certified mail, return receipt requested, postage prepaid, in each case to the address of such party set forth below (or at such other address as the party may specify for delivery of notice in the foregoing manner):

AGENCY: New York State Insurance Fund
 15 Computer Drive West
 Albany, NY 12205
 Email: contracts@nysif.com

CONTRACTOR:

13. No Assignment

- a. This Agreement and the parties' respective rights, duties and obligations under this Agreement are not transferable or assignable by either party. Any attempt to transfer or assign this Agreement or any of its rights, duties or obligations under this Agreement is void unless (i) consented to in writing by AGENCY and (ii) the transferee or resultant surviving entity explicitly agrees to the terms of this Agreement. For purposes of this section, a transfer of more than fifty percent (50%) ownership interest in CONTRACTOR or a consolidation or merger of CONTRACTOR into another entity, including an affiliate of CONTRACTOR, shall be considered an assignment of this Agreement.

14. Modifications

This Agreement can only be modified by a written agreement signed by the persons authorized to sign agreements on behalf of CONTRACTOR and AGENCY. Without limiting the foregoing, terms and conditions which are displayed or conveyed electronically or responded to by any action other than a signed written agreement as set forth above will not be effective and will not amend or modify this Agreement.

15. Severability

In the event that any provision of this Agreement shall be considered void, voidable, illegal or invalid for any reason, such provision shall be of no force and effect only to the extent that it is so declared void, voidable, illegal or invalid. All of the provisions of this Agreement not specifically found to be so deficient shall remain in full force and effect.

16. Governing Law

This Agreement shall be governed by and construed under the laws of the State of New York, without giving effect to the choice of law or conflict of law provisions thereof.

17. Complete Agreement

This Agreement is the complete and exclusive statement of the agreement between the parties as to the subject matter hereof and supersedes all communications between the parties related to the subject matter of this Agreement. Each party represents and warrants to the other that it has full power and authority to enter into and adhere to this Agreement.

18. No Waiver

A waiver of a breach or default under this Agreement shall not be a waiver of any other or subsequent breach or default. The failure or delay in enforcing compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition unless such term or condition is expressly waived in writing.

19. Remedies

Each party understands that if there is a breach of the obligations under this Agreement, in addition to the termination rights and remedies provided for under the Contract, the injured party shall have the right to obtain injunctive relief to prevent further injury. Each party acknowledges that compensation for damages may not be sufficient and that

injunctive relief to prevent or limit any breach of confidentiality may be the only viable remedy to fully protect the Confidential Information identified in this Agreement.

20. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. Such counterparts together will constitute one agreement. Electronic transmission of an executed counterpart to this Agreement will be deemed due and sufficient delivery.

21. Standard Clauses for NYS Contracts

The parties agree that the Standard Clauses attached as Exhibit A to this Agreement shall be incorporated by reference into this Agreement. In the event of a conflict between any term or condition in the text of this Agreement and Exhibit A, the parties agree that the terms of Exhibit A shall govern and control.

22. Binding Agreement

This Agreement shall be binding upon the parties hereto and inure to the benefit of the parties hereto, their respective successors and permitted assigns.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective as of the Effective Date below.

NEW YORK STATE INSURANCE FUND

By _____

Name _____

Title _____

Date _____

By _____

Name _____

Title _____

Date _____

ACKNOWLEDGEMENT BY CORPORATION

STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be the person who executed the above instrument, who, being duly sworn by me, did for themselves depose and say that they are a member of the firm of _____ and that they executed the foregoing instrument in the firm name of _____, and that they had authority to sign same, and they did duly acknowledge to me that they executed the same as the act and deed of the stated firm for the uses and purposes mentioned therein.

Notary Public