Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Employee Health Plan, and New York State Insurance Fund Workers' Compensation Prescription Drug Programs

CONFIDENTIAL AGREEMENT AND CERTIFICATE OF NON-DISCLOSURE

This Exhibit MUST be filled out by all Offerors and Key Subcontractors

THIS AGREEMENT is between the New York State Department of Civil Service (DCS) and the New York State Insurance Fund (NYSIF), jointly referred to herewith as the Procuring Agencies, their successors and assigns, acting on behalf of the State of New York, and having their principal places of business at: DCS; the Alfred E. Smith State Office Building, Albany, New York, 12239 / NYSIF; 199 Church Street, New York, New York 10007 , *and*

_____ (Respondent), it successors and assigns, having its principal place of business at:

_____.

_____ being duly sworn, deposes and says that he/she is _____
(Print or type full name) (Title or Capacity)

of _____, the firm that executed this instrument and that he/she is authorized by said
(Name of firm)

firm to execute this instrument, and further, in consideration of release of the paid claims and Network Pharmacy data by DCS and NYSIF, the firm hereby agrees that any information pertaining to the Programs and their documentation, including the information contained on the paid claims and Network Pharmacy data as referenced in the Request for Proposals entitled, Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Employee Health Plan, and New York State Insurance Fund Workers' Compensation Prescription Drug Programs, which has been or may be supplied to or obtained by the firm, its officers, agents and employees, based upon the representations made above in relation to the procurement of a Contractor to administer the Programs under New York State Civil Service Law, Article XI, and New York State Workers' Compensation Law, is confidential and may not be used for any purpose other than the formulation of a good faith offer for said procurement, and that any other use, release or dissemination to any party, of any such confidential information, without the prior written consent of Procuring Agencies, shall constitute a breach of this Confidentiality Agreement and Statement of Non-Disclosure and may result in disqualification of the firm from said procurement, or the imposition of other sanctions as determined by the Procuring Agencies or as required by the State of New York or by law.

The firm further acknowledges that access to the paid claims and Network Pharmacy information (Programs data) is subject to the following warranty disclaimer by the Procuring Agencies: all paid claims and Network Pharmacy information supplied for the Pharmacy Benefit Services for The Empire Plan, Excelsior Plan, Student Employee Health Plan, and New York State Insurance Fund Workers' Compensation Prescription Drug Programs Request for Proposal contain information provided by the current insurers/administrators which has not been audited by the Procuring Agencies and are provided on an "as is" basis. For purposes of the Programs data, any interested Offeror's or Offerors' use of the Programs data, or the results of any interested Offeror's or Offerors' use of the Programs data, the Procuring Agencies and State of New York make no warranties, guarantees or representations of any kind expressed or implied, or arising by custom or trade usage, as to any matter whatsoever, without limitation, and specifically make no implied warranty of fitness for any particular purpose or use, including but not limited to adequacy, accuracy, completeness or conformity to any representation, description, sample or model.

Please complete to receive paid claims and Network Pharmacy data			
Designated Information Technology (IT) Contact Information		**Alternate Contact Information**	
Contact Name:		Contact Name:	
Address:		Address:	
Phone Number:		Phone Number:	
Fax:		Fax:	
E-Mail:		E-Mail:	

Designated Information Technology (IT) Contact Information (this individual will be contacted by the Procuring Agencies to arrange secure delivery of the paid claims and Network Pharmacy data)

Complete Exhibit I.Z and submit it to the Pharmacy Benefit Services Procurement Manager specified in Section II.A.2.b. of this RFP. The completed Exhibit I.Z may be emailed at: 2014RxBenefitRFP@cs.state.ny.us, faxed at: 518-402-2835 and/or mailed (see address provided in RFP, Section II.A.2.b.).

VENDOR

Name/Address of Corporate Headquarters

_____
_____
_____

IN WITNESS WHEREOF, Vendor has caused this Agreement to be signed as of the date set forth below.

VENDOR'S AUTHORIZED LEGAL REPRESENTATIVE
Name/Title/Address (If Different from Above)

_____
_____
_____
_____

Signature of Authorized Legal Representative as the act and deed and on behalf of Vendor is Required.*

*_____ Date: _____

The undersigned affirms and swears s/he has the legal authority and capacity to sign and make this offer on behalf of, **[INSERT OFFEROR NAME]** and possesses the legal authority and capacity to act on behalf of **[INSERT OFFEROR NAME]** to execute a contract with the State of New York.

The undersigned affirms and swears as to the truth and veracity of all documents included in this offer.

Date: _____ **[INSERT OFFEROR NAME]**

By: _____
(Signature)

_____
(Name)

_____
(Title)

CORPORATE OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF }
: **SS.:**
COUNTY OF }

On the ____ day of _____in the year 2012, before me personally appeared:
_____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _he resides at:
_____, Town of _____,
County of _____ , State of _____ ; and further that:

[Check One]

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

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

_____
Notary Public