

**NEW YORK STATE DEPARTMENT OF HEALTH**  
AMERICAN RECOVERY AND REINVESTMENT ACT of 2009 (ARRA)

A Request for Proposal for

Early Intervention Technical Assistance and Training

Technical Assistance and Training Unit (TATU)

**RFP No. 1001251155- ARRAT – 2009-11**

Category A: Convert Existing Training Curricula to Online, Self-Paced Learning Tutorials  
and/or Web-Based Training

Category B: Provide Enhanced Technical Assistance to Municipalities

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**Schedule of Key Events**

RFP Release Date	7/2/2010
Written Questions Due	7/16/2010
Letter of Interest Due (optional)	7/16/2010
Response to Written Questions Posted	8/2/2010
Proposal Due Date	8/16/10

## TABLE OF CONTENTS

	<b>Page</b>
<b>I. INTRODUCTION</b>	4
<b>II. BACKGROUND</b>	5
<b>III. DETAILED SPECIFICATIONS</b>	7
A. Category A Deliverables– Convert Existing Training Curricula....	8
B. Category B Deliverables– Provide Enhanced Technical Assistance	13
C. What the NYS Early Intervention Program Will Provide	18
<b>IV. PROPOSAL REQUIREMENTS</b>	18
A. Technical Proposal - Category A and Category B	19
B. Cost Proposal	21
C. Method of Award	21
<b>V. ADMINISTRATIVE</b>	24
A. Issuing Agency	24
B. Inquiries	24
C. Non-Mandatory Letter of Intent to Bid	24
D. Submission of Proposals	25
E. Reserved Rights	27
F. Payment and Reporting	28
G. Term of Contract	31
H. Debriefing	31
I. Protest Procedures	31
J. Vendor Responsibility Questionnaire	31
K. State Consultant Services Reporting	32
L. Lobbying Statute	32
M. Accessibility of State Agency Web-based Intranet and Internet Information and Applications	34
N. Information Security Breach and Notification Act	34
O. New York State Tax Law Section 5-a	34
P. Piggybacking	35
Q. M/WBE Utilization Plan for Subcontracting and Purchasing	35
<b>VI. APPENDICES</b>	36
<b>VII. ATTACHMENTS</b>	37

## **Contacts Pursuant to State Finance Law § 139-j and 139-k**

### **Designated Contacts:**

Pursuant to State Finance Law §§ 139-j and 139-k, the Department of Health identifies the following designated contacts to whom all communications attempting to influence this procurement must be made:

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### **Permissible Subject Matter Contacts:**

Pursuant to State Finance Law § 139-j(3)(a), the Department of Health also identifies the following allowable contacts for communications related to the following subjects:

#### ***Submission of written proposals or bids:***

#### ***Submission of Written Questions:***

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#### ***Debriefings:***

#### ***Negotiation of Contract Terms after Award:***

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*For further information regarding these statutory provisions, see the Lobbying Statute summary in Section V, Subsection L, of this solicitation.*

## **I. INTRODUCTION**

The New York State Department of Health (Department), as the lead State agency for the Early Intervention Program for infants and toddlers with disabilities, is issuing this Request For Proposals (RFP) to solicit proposals to provide early intervention training and technical assistance initiatives under a total of up to two contracts with the New York State Department of Health Bureau of Early Intervention (BEI).

This RFP is constructed in two parts. Bidders must submit one proposal to provide services in Category A and/or submit one proposal to provide services in Category B. The two contracts resulting from this solicitation will be for a twelve month period from September 30, 2010 through September 30, 2011.

### **A. Category A: Convert Existing Training Curricula to Online, Self-Paced Learning Tutorials and/or Web-Based Training**

Under Category A, one contract will be awarded for the purpose of converting currently available early intervention training courses (and courses that are under development) into formats that can be delivered via distance learning. The distance learning training will target parents, service coordinators, evaluators, primary referral sources, preschool providers or daycare providers, college faculty and students, early intervention service providers and municipal staff participating in the EIP. Contractors must convert all early intervention courses included in this RFP and up to six courses under development yet to be determined (TBD). Payment for this component of the RFP will be made based on each training course converted to an online distance learning format that is acceptable and that is easily accessible.

### **B. Category B: Enhanced Technical Assistance to Municipalities**

Under Category B, one contract will be awarded for the purpose of developing and implementing new technical assistance approaches that may include webinars, tutorials, and software for sharing technical assistance information efficiently and effectively. Technical assistance using these new approaches as well as using the standard methods, such as e-mail, telephones, and on-site visits, will be provided to municipal early intervention program staff statewide. Payment for this component of the RFP will be based on the successful development and implementation of an improved technical assistance system, guidance on its use, and expert technical assistance.

This RFP contains specific eligibility criteria, project activities, and an outline of anticipated awards. This RFP also provides guidance on specific elements that must be included for a proposal to be considered for funding. Instructions and forms are contained herein. Both contracts can be awarded to one contractor or separately to two contractors. If the same entity is awarded funding for both Category A and Category B, the Department intends to execute one combined contract.

This initiative is supported with funding from the American Recovery and Reinvestment Act (ARRA) funds. Special and timely reporting will be required as a condition of award. These reporting requirements are detailed in Section V, Subsection F, of this document and in Section II-C of the final AGREEMENT. In addition, because of the nature of ARRA funding, a special contract appendix will be included in any award agreement. Bidders should read Appendix ARRA - Vendor (Attachment 16) and familiarize themselves with the special requirements of this opportunity.

The Department implements the statewide EIP as authorized by Part C of the federal Individuals with Disabilities Education Act (IDEA). The EIP provides a range of therapeutic and supportive services for eligible children with disabilities ages birth to three years and their families. The mission of the EIP is “to identify and evaluate as early as possible those infants and toddlers whose healthy development is compromised and provide for appropriate intervention to improve child and family development.”

### **C. Training**

A major federal requirement for State early intervention programs is the development of a Comprehensive System of Personnel Development (CSPD) to ensure capacity for service delivery to all eligible children and their families. An important component of a successful CSPD is the provision of high quality training by experienced trainers. The statewide CSPD mission is to “ensure that the New York State early intervention system meets the needs of infants, toddlers and their families through access to qualified personnel.”

### **D. Technical Assistance**

Federal Regulations 34 CFR Part 303, Section 303.1, Supervision and Monitoring of Programs require State agencies to supervise, monitor, enforce, provide technical assistance and correct deficiencies via the monitoring process. In order to meet that responsibility and NYS Public Health Law Part 69-4-12, the Department provides guidance and assistance to local municipal early intervention programs through various means including monitoring local programs and services and providing technical assistance.

## **II. BACKGROUND**

The Early Intervention Program provides a range of therapeutic and supportive services for eligible children with disabilities ages birth to three years and their families.

### **A. Training**

In each of the last three years, on average, 4,430 trainees have participated in 155 in-person classroom training sessions (Attachment 14) under the current training initiative

that is ending September 30, 2010. These training sessions are currently being provided across the state by two contracted organizations. A separate competitive RFP is being issued to identify a vendor for in-person trainings for the five year period from October 1, 2010 through September 30, 2015. Existing training courses, including ancillary education materials, have been delivered in classroom settings by experienced trainers to a variety of early intervention audiences.

Historically, it has been difficult for parents, providers of services, and professionals in the early intervention system, especially those living in the upstate regions and those with time-sensitive priorities, to access in-person classroom training sessions. Obstacles to participating in classroom training include: long distances to training sites; poor travel conditions during much of the year; lack of mass transportation; inability of many parents and service providers to take time away from their families and jobs to attend in-person classroom training sessions; competing responsibilities; and, low population density making it cost inefficient to deliver programs in some rural and remote areas.

In the past several years, distance learning has increasingly been used by the Department as a vehicle for the delivery of education and training. Distance learning, via Web-based training (Web-Ex, Adobe Connect) and online self-study modules Adobe *E-Learning Suite* (Adobe Captivate, Presenter, Flash) is a cost-effective and efficient means of providing training to people who are unable to attend classroom training. For these reasons, distance learning education and training programs are practical tools to extend the Department's ability to address information and learning needs when in-person classroom training is prohibitive to trainees.

## **B. Technical Assistance**

Currently, technical assistance to municipalities is provided through guidance memoranda and policy letters, publications such as the Clinical Practice Guidelines series, training courses, on-site monitoring of municipalities, and responses to questions posed by municipal staff (Attachment 15). A primary objective for improving technical assistance to municipalities is to provide more information to a larger audience in a shorter period of time, thereby increasing the efficiency of the technical assistance process and decreasing the amount of staff time. Another important objective is to provide more focused technical assistance to specific municipalities as indicated from the results of the municipalities' monitoring reviews and determinations of municipalities' compliance with program requirements under IDEA. The BEI technical assistance system helps assure that early intervention public policies are implemented appropriately and effectively throughout the state and provides information and resources on specific topics or issues, as needed.

In the last year, the BEI provided more than 650 individual technical assistance responses to 52 of the 58 municipal early intervention programs across the state. These responses were provided by phone (57%) or e-mail (43%). Recent data indicate that 14 percent of the above responses included a follow-up e-mail to the telephone requestor. Additionally, data summarized from 58 comprehensive monitoring reviews conducted at each

municipality in the state were analyzed for regulatory violation. The reviews occurred from August 2007 to December 2008. Evidence indicates that the highest percentage of regulatory violations were due to non-compliance with provision of parent rights and entitlements, procedures to convene timely IFSP meetings, timely start of early intervention services within the required timeframe, surrogacy, confidentiality, transition, third party billing, and compliance with health and safety requirements.

### **III. DETAILED SPECIFICATIONS**

The Department expects to award up to two contracts through this RFP to qualified bidders to convert training courses into a distance learning format under Category A and to provide enhanced technical assistance to municipalities under Category B. Eligible organizations are for profit and not-for-profit corporations, partnerships, or institutions of higher education that are legally authorized to perform the contracted services. For the purposes of this RFP, if a consortium of the above receives an award, one agency must be identified as the primary contracting entity overseeing the project. A consortium is defined as two or more entities working together through a contractor/subcontractor relationship. Eligible organizations must have demonstrated capacity to provide the activities described in this RFP or to subcontract with individuals or agencies with early intervention expertise and/or the technological ability to conduct the activities described in this RFP. The Department reserves the right to pre-approve all subcontracts. Submission of a proposal indicates acceptance of all conditions contained in this RFP.

Minimum eligibility qualifications:

- One year of experience converting hard copy training curricula and ancillary education material into online electronic formats (Category A).
- One year of experience providing technical assistance to municipal staff, grant program contractors and/or service providers (Category B).
- No conflict of interest (e.g., provider agencies approved by the Department) with respect to conducting the duties and responsibilities outlined in this RFP.

Preferred eligibility qualifications:

- Three years of experience in early intervention or early childhood development.
- Direct knowledge of, and/or experience with the development and conversion of training courses and programs into electronic formats for adult learners (Category A).
- Be recognized as providing expert technical assistance related to early intervention to persons, organizations, institutions, government agencies, and/or others upon their request (Category B).
- Adequate and appropriate capacity and infrastructure to provide the proposed services.

Successful bidders will use existing Department training courses and ancillary training material, guidance memoranda and policy letters, clinical practice guidelines, and other

Department material. Bidders awarded contracts resulting from this RFP will work under the guidance of the Department, and, upon request, in collaboration with its designees (e.g., other contractors), convert training courses and deliver technical assistance throughout the contract period. All training course conversion and technical assistance delivered pursuant to this RFP are subject to the ongoing approval of the Department. The successful bidder(s) will consult with and obtain the approval of the Department before beginning work to ensure consistency and standardization of deliverables.

A sample set of training materials will be provided upon request to entities that submit Letters of Intent.

The project narrative for Category A should include a description of the bidder's plan for converting existing courses into distance learning training by addressing the following deliverables and project components.

#### **A. Category A Deliverables – Convert Existing Training Curricula to Online, Self-Paced Learning Tutorials and/or Web-Based Training**

The Department seeks to select one contractor under Category A of this RFP to convert 17 face-to-face training courses and up to six courses under development into online distance learning formats. Distance learning is defined as the target group's ability to access training courses that conveniently fit their schedule through web-based technology anywhere and anytime. This includes, but is not limited to, the use of personal computers for Web-based online self-paced learning tutorials/modules including synchronous (real-time collaborative communication between locations) and asynchronous (one-way communication between locations); performance-based learning technology; and/or interactive multimedia.

The Department's currently available training curricula include PowerPoint presentations, overheads, handouts and/or video clips to augment interactive and didactic training.

The Department requires the deliverables shown below under Category A of this RFP. The project narrative for Category A should include a description of the bidder's plan for converting face-to-face training curricula and materials, addressing:

##### 1. The following deliverables and project components:

- a. Convert 17 currently available training courses and ancillary training material. Each face-to-face training course is conducted in a specific length of time referred to as a training session. Training sessions are categorized based on the average range of time that it takes to deliver, such as *Information Sessions for Families: Transition* (ISF-2, 2 to 4 hours) or *Introduction to Service Coordination* (ISC, more than 6 and up to 8 hours). Each training course has an individual description (Attachment 13), which provides information on the training topic, target audience, and course length for in-person training delivery purposes.

For bidding, evaluation, and payment purposes, training sessions are divided into three main types, based on the length of the session, as follows:

- Type 1 Training Sessions are two to four hours in length;
- Type 2 Training Sessions are more than four and up to six hours in length; and
- Type 3 Training Sessions are more than six and up to eight hours in length.

It is required that the successful bidder convert the training courses summarized by type in Table 1, below.

Table 1: Early Intervention Training Courses Needing Conversion to Distance Learning Format

<p>Type 1 (2 to 4 Hours of In-Person Classroom Training)</p> <ol style="list-style-type: none"> <li>1. CPG-AU: Clinical Practice Guidelines/Autism and Pervasive Developmental Disorders</li> <li>2. CPG-CD: Clinical Practice Guidelines/Communication Disorders</li> <li>3. CPG-DS: Clinical Practice Guidelines/Down Syndrome</li> <li>4. CPG-HL: Clinical Practice Guidelines/Vision Impairment</li> <li>5. CPG-MD: Clinical Practice Guidelines/Motor Disorders</li> <li>6. CPG-VI: Clinical Practice Guidelines/Down Syndrome</li> <li>7. CD-1: Cultural Diversity: Linguistic Differences</li> <li>8. CD-2: Cultural Diversity: Cultural Approaches &amp; Practices</li> <li>9. EEP: Early Intervention Evaluation, Assessment, and Eligibility Determination Prerequisite</li> <li>10. EI-101: Introduction to the NYS Early Intervention Program and Services</li> <li>11. ISF-1: Information Sessions For Families: Service Coordination</li> <li>12. ISF-2: Information Sessions For Families: Transition</li> <li>13. ISF-2A: Information Sessions For Families: Learning Every Day</li> <li>14. NE: Natural Environments</li> <li>15. RP: Role of Physicians and Other Primary Health Care Providers</li> <li>16. TBD: "Under Development" (One Type 1 training course to be converted as needed)</li> <li>17. TBD: "Under Development" (One Type 1 training course to be converted as needed)</li> </ol>
<p>Type 2 (more than 4 and up to 6 Hours of In-Person Classroom Training)</p> <ol style="list-style-type: none"> <li>18. MP: The Monitoring Process and Beyond: Strategies for Ensuring Quality and Best Practice</li> <li>19. TBD: "Under Development" (One Type 2 training course to be converted as needed)</li> <li>20. TBD: "Under Development" (One Type 2 training course to be converted as needed)</li> </ol>
<p>Type 3 (more than 6 and up to 8 Hours of In-Person Classroom Training)</p> <ol style="list-style-type: none"> <li>21. ISC: Introduction to Service Coordination</li> <li>22. TBD: "Under Development" (One Type 3 training course to be converted as needed)</li> <li>23. TBD: "Under Development" (One Type 3 training course to be converted as needed)</li> </ol>

The first courses to be converted to distance learning will be *Introduction to Service Coordination (ISC)* and *Information Sessions for Families*, which includes two components ISF-1 (Service Coordination) and ISF-2 (Transition), or another course to be determined at the Department's discretion. Bidders should assume that all training courses will be provided in hardcopy and Microsoft Word formats. Currently, the BEI uses Adobe Captivate and WebEx for its online training initiatives. However, the Department may allow the use of Adobe E-Learning Suite (Adobe Captivate, Presenter, and Flash), Adobe Connect, *Articulate*, and/or other compatible conversion equivalents. The successful bidder will consult with the Department on which conversion format will be used for each course, on an individual basis. Depending on course length and content, some courses may be converted and presented as modules for completion. For bidding purposes, a description of each of the courses to be converted is listed in Attachment 13.

The successful bidder will convert courses that can be hosted on the Web and tracked using the Department's existing tracking system, *NYLearnsPH.com Learner Management System*. Converted courses must also subscribe to SCORM standards for hosting, launching, and tracking by SCORM conformant systems i.e., *NYLearnsPH.com*.

It is also required that training courses be converted in a manner that will enable participants to be awarded Continuing Education Credits/Units (CEC/Us) upon completion. This may entail using the Department's *NYLearnsPH.com Learner Management System* by the successful bidder into each converted course.

- b. Convert up to six training courses that are under development and/or are to-be determined (TBD), including ancillary training materials, into distance learning formats

In addition to converting the existing training courses mentioned in Table 1, the successful bidder will be expected to convert up to six TBD training courses (up to two Type 1, up to two Type 2, and up to two Type 3) and ancillary training material that will address emerging early intervention issues or will respond to localized problems/needs as identified by the training contractors, municipal early intervention programs, and/or parents.

These six courses are denoted as TBD because the Department cannot predict the need for additional training courses due to local, regional, and statewide emerging early intervention issues and concerns. The Department may add up to six TBD courses for training conversion during the contract period, as needed. The Department will supply the courses and ancillary material for conversion. Bidders must possess the capacity and be willing to convert up to six additional training courses for a total of 23 courses.

Additionally, under Category A deliverables, the Department requires the successful bidder to:

- Specify a timeline for the project to include delivery of converted early intervention training courses into distance learning formats. The six TBD courses will be designated “as needed by the Department”.
- Collaborate with Department staff on distance learning conversion, software/courseware, and other related activities before beginning work product.
- Use Adobe E-Learning Suite (Adobe Captivate, Presenter, and Flash) and/or WebEx or other equivalents like *Articulate or Adobe Connect*.
- Ensure attendance of the contractor’s project manager at Department-sponsored webinar meetings, videoconferences, or teleconference calls on the guidelines for converting early intervention distance learning training for the purpose of ensuring consistency, up to one time per contract year. There will be no separate payment for travel or travel-related expenses to or from any meeting location.
- Develop a Frequently Asked Questions (FAQ) section or other suitable format for converted courses that will respond to the user’s basic questions about navigating the distance learning technology (e.g., how-to access and use an online, self-paced learning tutorial).
- Ensure, to the extent possible, that the converted courses meet applicable standards for electronic and information technology accessibility.
- Include Web links, references to appropriate Internet sites, and material, as appropriate.
- Ensure a messaging mechanism for trainee/trainer interaction specific to the converted training course (e.g., use the *NYLearnsPH.com Learner Management System* ).
- Develop a pre/posttest for completion by trainees to verify their comprehension of selected learning outcomes.
- Include the NYLearnsPH.com Learner Management System for use by training contractors that captures the name of the person accessing the online course, day started, number of visits, last access time, progress to date, and pre/posttest scores. The verification of authenticity of trainees, including zip code, and demographic information of those accessing distance learning training, should be captured through NYLearnsPH.com Learner Management System.
- Use updatable SCORM format (SCORM 2004 preferred).
- Include a mechanism, such as NYLearnsPH.com Learner Management System, for training contractors to award Continuing Education Credits/Units, where applicable, for completing distance learning coursework.
- The successful bidder must provide all source materials (images, videos, libraries, project templates, project/development files, final story boards, scripts, and project

documentation), in addition to the compiled e-learning modules, to the Department or to another contractor upon the Department's request.

## 2. Payment Methodology

The Department will pay the successful bidder a flat fee for the conversion of each training course into the distance learning training format proposed. Proposals must include a specific timeline describing the delivery of converted courses. It is required that the successful bidder make at least three converted training courses available within three months of the contract start date to the Department. Delivery is considered to be complete when conversion of each course is ready for full accessibility to users in all areas of the State. Separate prices must be specified for each Type 1, 2, and 3 course.

Payment for delivery of converted training courses will be as follows:

- a. The contractor will be paid the delivery component of the Total Project Cost upon submission of documentation demonstrating completion of each converted course for distance learning use to the satisfaction of the Department.
- b. For every month or part thereof a contractor exceeds the proposed course conversion completion date indicated in the proposal, the payment of the development component of the project may be reduced by 5% of the total project cost, by topic.
- c. Payment of the conversion price component will be determined based upon the price proposed and length of time remaining for this component subsequent to the completion of the delivery phase of the project. The delivery price will be divided equally by the number of three-month intervals remaining subsequent to the completion of the delivery phase (the last interval may be less than three full months but will be considered a full period for payment purposes). Payments of these pro rata amounts will be due to the contractor every three months subsequent to the completion of the delivery of converted courses. Successful delivery is considered meeting the deliverables delineated in the Work Plan.
- d. There will be no advance payment to contractors.
- e. The bidder must complete the Detailed Bid Form ( Attachment 4.d.) and the Procurement Bid Form (Attachment 2) to enter the price for the delivery of Category A, converting existing training courses to online, self-paced learning tutorials and/or web-based training.
- f. The successful bidder must not charge/collect fees for courses converted and posted online for use.

Administrative Services Funding: The Department will pay the contractor an administrative services fee that will be used to cover the cost of administrative activities including a mechanism for a Learner Management System, awarding of CEC/Us, reproduction and printing costs, postage, and other activities related to, but not usually included in, the costs of training course conversion.

### 3. Schedule of Deliverables

Priority will be given to converting *Introduction to Service Coordination* (ISC) and *Information Sessions for Families* (ISF-1 and ISF-2) courses. It is required that within three months of the contract award, the successful bidder will begin delivery of converted distance learning training on the awarded courses. The content (e.g., text and graphics) of the awarded courses must be available for use by trainees in an effective Internet online format by the dates presented in the bidder's proposal. Delivery of courses will be scheduled sequentially, the last course being delivered before the end of the first contract year. Bidders will propose a timeline for delivery of converted distance learning courses to the Department for approval.

For the TBD courses, as previously noted, the Department cannot predict the need for future training courses, including demand, during the contract period due to local, regional, and statewide emerging early intervention issues and concerns. Bidders must demonstrate the capacity to convert up to six additional TBD courses, inclusive of all associated topics and accompanying ancillary training products (for a total of up to 23 online courses).

### **B. Category B Deliverables – Provide Enhanced Technical Assistance to Municipalities Statewide**

The Department seeks to select one contractor to provide enhanced technical assistance to municipal Early Intervention Programs (EIP). Enhanced technical assistance is defined as providing municipal staff with higher level expert guidance through an efficient and effective delivery mechanism.

The successful bidder, in collaboration with the Department, will provide technical assistance to municipalities in the administration and local oversight of the EIP in a manner consistent with federal and state requirements and the mission and goals of the EIP. Bidders should be prepared to provide enhanced technical assistance to each of the 58 municipalities.

Bids that do not provide statewide coverage will be disqualified. Coverage is defined as providing technical assistance to each municipal EIP via on-site, electronic, and/or other means. The primary component of the Department's overall services' quality improvement plan is providing enhanced technical assistance to municipalities.

This will further enable the municipalities to identify, locate, and evaluate eligible children, develop Individualized Family Service Plans, ensure the provision of appropriate early intervention services, maintain and improve the quality of existing services, promote the development of new services (where there is a demonstrated need for those services), and afford procedural safeguards to eligible children and their families.

Bidders may propose a variety of methods for delivering technical assistance to municipalities including traditional approaches such as one-to-one and teleconference phone calls; automated responses; videoconferencing; e-mail; letters; on-site visits; or non-traditional approaches such as social media strategies (e.g., blogging, twittering); interactive multimedia; Web tutorials/modules; cable/satellite video-programming; and, the use of new software such as SharePoint (maintenance of a technical assistance database); or a combination of both traditional and nontraditional approaches.

Over the past several years, distance communication and information technology through the World Wide Web has increasingly been used as a vehicle for the delivery of technical assistance and other guidance. The use of internet e-mail and new software such as SharePoint enables a cost-effective and efficient means of providing technical assistance.

However, the introduction and use of new processes and/or technology must be accompanied by guidance and instruction on their proper use, thus requiring a complete and comprehensive approach. The project narrative for Category B should include a description of the bidder's plan for delivering enhanced technical assistance through information technology and include guidance/instruction for use by municipal staff through:

1. The following deliverables and project components
  - a. The Contractor must deliver enhanced technical assistance and include guidance/instruction on its proper use. Successful bidders will need to propose an efficient technical assistance system that can be effectively used by the contractor, municipal staff, and the Department. A viable method for recording/tracking technical assistance data will include at minimum the date, method of contact, location, requestor, topic, resolution, anecdotal information, and the person providing the technical assistance must be included in the proposal.
  - b. The successful bidder must specify and adhere to a timeline for the project to include developing and delivering the selected early intervention technical assistance in formats conducive to distance delivery using accessible technology and implementing and maintaining the technical assistance methods. Monthly reports documenting progress will be required. Table 2 describes important technical assistance topics (but should not be limited to this list) to be provided under Category B.

Table 2: Technical Assistance Topics to Be Provided Under Category B

1. Local Determination of Federal Indicators
2. Transition to Special Education Services
3. Due Process and Rights
4. Third Party Billing
5. Confidentiality and Use of E-mail
6. Qualified Personnel
7. Service Provider Approval
8. Surrogacy and Children in Care
9. Health and Safety
10. New York Early Intervention System (New Data System)
11. EIP Regulations, Laws, Policy, Guidance, and Other as Requested

Additionally, under Category B deliverables the Department requires the successful bidder to:

- Specify a timeline for the project to include: 1) delivery of the selected early intervention technical assistance in formats conducive to distance communication using accessible technology, and 2) implementing and maintaining the software technology.
- Estimate the number of municipal technical assistance contacts/responses that can be anticipated during the contract period.
- Collaborate with Department staff on technical assistance formats, software/courseware, use of information technology, and design and development of technical assistance procedures before beginning the project.
- Ensure attendance of the contractor's project manager at Department-sponsored webinar meetings, videoconferences, or teleconference calls on the guidelines for the development and delivery of technical assistance for the purpose of ensuring consistency, up to one time per contract year. There will be no separate payment for travel or travel-related expenses to or from any meeting location.
- Propose a strategy for disseminating and maximizing the use of the technical assistance technology among the 58 municipalities.
- Develop answers to Frequently Asked Questions (FAQ) that are derived from trend analysis of technical assistance data information and that can be provided as a component of a suitable electronic format such as SharePoint that responds to user's questions.

- Maintain the technical assistance tracking system to ensure easy and anytime access by the requestors and responders.
- Ensure that the technical assistance application meets applicable standards for electronic and distance information technology accessibility.
- Refine and update early intervention technical assistance content as needed and with Department approval.
- Be available as an expert resource and provide a mechanism for responding to technical and content-related questions from requestors (e.g., help desk).
- Refer programmatic or policy questions that cannot be answered through technical assistance to Department staff for response/clarification.
- Develop, implement, and maintain a technical assistance tracking/recording database using software such as Microsoft SharePoint.
- Develop a plan to provide for the transfer of technology to the Department at the end of the contract.
- Provide a mechanism to ensure the exchange of secure information among the contractor, municipality, and the Department that may include the use of user identification, passwords, and/or keywords to access information.

## 2. Payment Methodology

The Department will pay the successful bidder a flat fee for the development and delivery/maintenance of the awarded technical assistance distance technology methodology proposed. Proposals must include a specific timeline describing the above process. The Department requires that the acquisition of software and development of the distance information technology will be completed within three-months of the contract start date. Development is considered to be complete when technical assistance is fully accessible to users statewide at the beginning of the fourth month (or sooner) of the contract start date. Separate prices must be specified for the development and delivery/maintenance phase of the distance communication technology. The price for the development phase cannot exceed 40% of the total project cost for each topic.

Payment for delivery of enhanced technical assistance and guidance/instruction on its proper use will be as follows:

- a. The Contractor will be paid the development component of the Total Project Cost upon submission of documentation demonstrating completion of the development

phase of the project and readiness to offer the technical assistance statewide via distance information technology to the satisfaction of the Department.

- b. For every month or part thereof a contractor exceeds the proposed development completion date indicated in the proposal, the payment of the development component of the project may be reduced by 5% of the total project cost, by topic.
- c. Payment of the delivery/maintenance price component will be determined based upon the price proposed and length of time remaining for this component subsequent to the completion of the development phase of the project. The delivery/maintenance price will be divided equally by the number of three-month intervals remaining subsequent to the completion of the development phase (the last interval may be less than three full months but will be considered a full period for payment purposes). Payments of these pro rata amounts will be due to the contractor every three months subsequent to the completion of the development of the technical assistance communication and upon successful delivery of the technical assistance. Successful delivery is considered meeting the deliverables delineated in the Work Plan (Section IV A.1).
- d. There will be no advance payment to contractors.
- e. The bidder must complete the Category B Detailed Bid Form (Attachment 5.d.) and the Procurement Bid Form (Attachment 2) to enter the price for the delivery of Category B, providing enhanced technical assistance.
- f. The successful bidder must not charge/collect fees from municipalities for the technical assistance provided to municipal staff and others.

Administrative Services Funding: The Department will pay the contractor an administrative services fee that will be used to cover the cost of administrative activities including mechanisms to maintain software technology, reproduction and printing costs, telephone/fax, postage, and other activities related to but not usually included in the costs of providing technical assistance through distance communication.

### 3. Schedule of Deliverables

It is required that within three months of the contract award, the successful bidder will acquire the necessary software (such as SharePoint) to complete the development phase of providing enhanced technical assistance to municipal staff. The implementation phase will begin at the fourth month of the contract and continue throughout the contract time period. The successful contractor will also develop (as appropriate), within six months of contract award, a Frequently Asked Questions (FAQ) component that will respond to the users' questions and provide guidance/instruction to users on the use of enhanced technical assistance.

The successful contractor will be expected to provide for an orderly and controlled transition to the Department at the end of the contract period, with minimum disruption of contract activities. At the end of the contract period, the contractor will transition complete electronic software application and associated technical assistance database, with title, leasing, or license rights to the Department. The contractor shall transfer to the Department all nonproprietary system software, data files, application programs, and documentation. Additionally, the contractor must deliver to the Department all written procedures, technical assistance and training materials, validation tools, and any resources utilized in the dissemination of technical assistance.

The bidder must include a plan in the proposal which specifies how the protocols and practices will be sustained by the Department at the end of the contract period, including what will be submitted and how the delivery of the system specifics will be made to the Department.

### **C. What the New York State Early Intervention Program Will Provide**

The Department will provide the following products, in hard copy or electronically as appropriate and available, to successful bidders awarded contracts under Category A or Category B of RFP ARRATAT-2009-2011:

1. Training courses and accompanying ancillary training products (described in Section III. A.) for conversion to online distance learning formats.
2. NYLearnsPH.com Learner Management System.
3. Examples of the Department's current technical assistance process.
4. Camera-ready artwork that includes the EIP logo and early intervention steps graphic (for use in converted training courses and promoting enhanced technical assistance).
5. Public awareness material (Parent's Guide Booklets, Early Help Brochures, and Newborn Hearing Screening Brochures), Early Intervention Program Rules and Regulations – available at the BEI Web page.
6. Contact information for municipal Early Intervention Officials and providers of services for the purpose of converting training courses and providing enhanced technical assistance.

### **IV. PROPOSAL REQUIREMENTS**

The requirements established by this RFP for proposal content and format will be utilized in evaluating proposals. The bidder's compliance to the format prescribed herein, as well as the bidder's response to each specific requirement and question stated in the RFP, will be considered during the evaluation process.

## A. Technical Proposal – Category A and Category B

### 1. Project Narrative

Use no more than three pages for each component. In a clear and concise manner, the bidder should provide a complete description of what activities are to be accomplished and under what circumstances. The bidder must specify how the contract deliverables presented in the proposal will be delivered. The project narrative for Category A should include a description of the bidder's plan for delivery of converted training curricula and for addressing the deliverables and project components outlined in Section III A. The project narrative for Category B should include a description of the bidder's plan for delivering statewide technical assistance to municipal staff and for addressing the deliverables and project components outlined in Section III B.

*For describing items 2 and 3 below, use the Work Plan template forms attached (make additional copies as needed). **Use no more than 10 pages total for items 2 and 3.***

### 2. Project Activities to Meet Deliverables

Describe the nature and scope of the activities that will accomplish each deliverable. Activities must be responsive to the Department's training and technical assistance delivery needs as stated in this RFP. For example, at a minimum for Category A, bidders should use the training course topics outlined under Section III and Attachment 13 of this RFP as they describe the details of how they propose to convert training courses to distance learning formats for use by trainees across the state; how they will ensure the quality of the converted training courses; how they will ensure that training courses will be consistent with the Department's goals and objectives; how they will ensure that learner outcomes will be met; and how they will determine that the converted training courses will improve the quality of personnel who are working or who are preparing to work in the early intervention system. At a minimum for Category B, bidders should also use data topics outlined under Section III and Attachment 15 as they describe details of how they propose to provide enhanced technical assistance that is consistent with the Department's policies and regulations; and how they will ensure that technical assistance will improve the quality of the Department's work and services to families.

### 3. Person Responsible and Completion Dates

Provide the name of the person responsible for each work activity. Provide a proposed schedule for completing required activities in accordance with the deliverables outlined above.

#### 4. Bidder Qualifications and References

Use no more than four pages. The successful bidder(s) and/or its subcontractor(s) for both Category A and Category B MUST meet the minimum eligibility qualifications described in Section III. Bidders must describe their experience in converting training curricula and ancillary education material into online electronic formats (Category A) and experience providing enhanced technical assistance (Category B), and how they will meet the early intervention expertise requirement, including any sub-contractual arrangements (Categories A and B). The proposal must include a personnel description with the position/title for the person(s) responsible for each Work Plan activity. Contractors are required to identify the person(s) responsible for directing the work to be done under the contract as well as other principal project personnel. The bidder will provide the vitae/resumes of project staff as an attachment to their proposal(s). Proposals will be rated based on the personnel qualifications presented. Contractors may make substitutions to key project personnel provided that the substitutes/replacements possess equal or greater qualifications and that the prime contractor obtains the Department's prior written approval.

The vendor should provide a list of all direct federal, state, or local governmental contracts for early intervention, early childhood, or disability-related training or course development activities it currently has or had during the past seven years, as well as any indirect or sub-contractual training contract work it performed where federal, State or local public funding was used. In each case, the governmental agency that provided oversight of the contract or funding should be listed, along with a brief description of the contracted work, the contract number, term of contract or dates of work, contract value, and the name and telephone number of the contract manager.

In addition, for the purposes of reference checks, the bidder should append to the Technical Proposal a list of three current and three former clients for which the bidder is supplying or has supplied services similar to those required in this RFP. Letter(s) of Support from government agencies that are listed and have had successful contracts with the vendor for delivering training courses or other related activities are encouraged.

#### 5. Assurances (Not rated)

Award recipients will be required to assure the following:

- a. An assurance that the organization is able to fulfill all contract deliverables.
- b. An assurance that the organization and its employees, subcontractors, consultants and volunteers will have no conflict of interest with respect to conducting the duties and responsibilities outlined in this RFP. The Department reserves the right to make a final determination regarding conflict of interest with respect to the contractor's relationship with other providers or parties and the contractor agrees to abide by this decision.

- c. An assurance of collaboration with the Department and its designees.
- d. An assurance that the organization and its employees, subcontractors, consultants and volunteers will implement and maintain policies and procedures to assure the confidentiality of personally identifiable data, information, or records pertaining to children and families participating in the Early Intervention Program according to Section 69-4.17 of Early Intervention Program regulations and other applicable State and federal laws and regulations. The information and all identifiers of the trainees cannot be used in any form without permission of the New York State Department of Health (e.g., for evaluating effectiveness of training courses and training delivery).

## **B. Cost Proposal**

Complete the Bid Form in Attachment 4.d. for Category A and the Bid Form in Attachment 5.d. for Category B. All costs should be based on the information included in this RFP. For Category A, bids must include all courses statewide being bid on. The Cost Proposal should reflect the cost per person to deliver Type 1, 2, and 3 training sessions and consider all deliverables listed in this RFP.

**The price presented in the Cost Proposal must be inclusive of all activities necessary to implement Category A and Category B training as described in this RFP.**

Vendors must provide evidence of their financial ability to perform the terms and conditions of the contract. Each vendor must include audited financial statements for the last three years of operations. If the vendor is not required to have independent audits performed, a statement to that effect must be included with the Cost Proposal. If independent audits are not required, other evidence of the vendor's financial ability to perform must be included. At a minimum, this must include an audited annual financial statement, report by a third-party service (e.g., Dunn and Bradstreet), etc. Additionally, statements from a bank confirming the level of account balances or similar documents must be included. If audited financial statements are available, they must be included even if proprietary in nature. If they are proprietary, vendors will so indicate.

## **C. Method of Award**

In order to award a contract, the Department will select the bidder that submits the proposal that offers the best value as determined by the combined Technical Proposal and Cost Proposal scores. The best value means awarding the contract for services to the bidder that optimizes quality, cost, and efficiency among all responsive and responsible bidders. At the discretion of the Department, all bids may be rejected. The evaluation of the bids will include the following considerations:

1. Proposals deemed by the Department to be responsive to the Submission Requirements set forth in the RFP will be evaluated by the Department and may be assisted by other persons as the Department deems appropriate. In order to award a contract, the Department will select the bidder that submits the proposal that offers the best value. The best value basis means awarding the contract for services to the bidder that optimizes quality, cost, and efficiency among all responsive and responsible bidders.
2. The Department will use a combination of pass/fail and scored evaluation methods to rate bidders' proposals on a best value basis.
3. The Department will evaluate proposals using the following factors and weights:

	<u>Category A</u>	<u>Category B</u>
a. Technical Proposal	70%	70%
b. Cost Proposal	30%	30%

4. The bidder's Technical and Cost Proposals will be separately evaluated and scored as described below.
  - a. Compliance Evaluation

All responses to the RFP will be subject to a Compliance Evaluation. All responses that pass the Compliance Evaluation will be submitted to both the Technical Evaluation Committee and the Financial Evaluation Committee. Bidders that fail the Compliance Evaluation will be eliminated from the procurement process for this RFP.

In completing the Compliance Evaluation, the Department has the right to request clarifying information or request information that is necessary. The Compliance Evaluation will have a pass/fail screening that includes the following requirements:

- One year of experience converting hard copy training curricula and ancillary education material into online electronic formats (Category A).
- One year of experience providing technical assistance to municipal staff, grant program contractors, and/or service providers (Category B).
- The bidder and its subcontractors do not have a conflict of interest with respect to conducting the duties and responsibilities outlined in this RFP.
- The bid is submitted prior to required deadline and contains signed transmittal letter.

b. Technical Score

A Technical Evaluation Committee will evaluate and score each bidder's Technical Proposal based on each bidder's ability to deliver the services described in this RFP. The information and evaluation from the Cost Proposal will not be available to the Technical Evaluation Committee during their evaluation.

The following formula will be used to determine each bidder's final Technical Proposal score:

$(X/Y)*Z$  [(X divided by Y)] times Z) where:

- X is Total Weighted Raw Score of proposal being scored,
- Y is Total Raw Score of highest scoring Technical Proposal, and
- Z is the number of Technical points available.

c. Cost Score

The following formula will be used to determine each bidder's final Cost Proposal score:

$(A/B)*C$  [(A divided by B)] times C where:

- A is Total Price of lowest price Cost proposal,
- B is Total Price of Cost proposal being scored, and
- C is the number of Cost points available.

d. Total Combined Score

To arrive at the Total Combined score, the Department will combine the bidder's Technical score and Cost score. Bidders will be ranked from high to low according to their total combined Technical Proposal and Cost Proposal scores. **The bidder with the highest total combined Technical Proposal score and Cost Proposal score and who is deemed to be a responsible vendor and reflects the best value to the State of New York will be selected.**

e. Notification of Award

After evaluation and selection of the contractor, all bidders will be notified in writing of the acceptance or non-selection of their proposals. Press releases pertaining to this project shall not be made without prior written approval by the Department, and then, only in conjunction with the Issuing Agency identified in this RFP.

## **V. ADMINISTRATIVE**

### **A. Issuing Agency**

This Request for Proposal (RFP) is a solicitation issued by the NYS Department of Health. The Department is responsible for the requirements specified herein and for the evaluation of all proposals.

### **B. Inquiries**

All substantive questions should be submitted in writing, via mail, or e-mail by the date listed in the Schedule of Key Events to:

Terry Ayers  
Bureau of Early Intervention  
NYS Department of Health  
ESP Corning Tower, Room 287  
Albany, NY 12237  
E-mail: [BEIARRA@health.state.ny.us](mailto:BEIARRA@health.state.ny.us)

Questions of a technical nature can be addressed by mail or e-mail at the address above. Questions are of a technical nature if they are limited to how to prepare your proposal (e.g., formatting) rather than relating to the substance of the proposal. Each inquiry should cite the RFP number, section and paragraph to which it refers. Written questions will be accepted until the date indicated in the Schedule of Key Events. Any questions submitted electronically to the BEIARRA mail log must enter the following in the subject line of the e-mail: BEI ARRA Training and TA RFP 1001251155.

Prospective bidders should note that all clarification and exceptions, including those relating to the terms and conditions of the contract, are to be raised during the Questions and Answers period.

Questions and Answers, as well as any RFP updates and/or modifications, will be posted on the Department of Health's website at <http://www.nyhealth.gov/funding/> on or about the date listed on the Schedule of Key Events. Bidders wishing to receive these documents via mail must complete and send in the Non-Mandatory Letter of Intent to Bid (Attachment 1).

### **C. Non-Mandatory Letter of Intent to Bid**

All potential bidders are strongly encouraged to complete and send in the Letter of Intent to Bid (Attachment 1) by the date listed in the Schedule of Events. Although the letter is not a requirement of the RFP, information obtained from the letters received will serve as a foundation for a comprehensive list of potential bidders so

that all listed potential bidders can receive responses to all questions and other amendments to the RFP. Any and all objections to the requirements in this RFP must be raised and resolved in the Question and Answer phase. Bidders are instructed not to include any assumptions or proposed changes to RFP requirements in their proposal.

#### **D. Submission of Proposals**

Interested vendors should submit one original and four signed copies of their Bid Proposal not later than 4:00 PM on the date listed in the Schedule of Key Events. Originals and copies should not be bound or stapled; please use rubber bands or clips. Proposals may be submitted via mail service or hand delivered. It is the bidders' responsibility to see that a complete bid package is delivered to the address listed in this section prior to the date and time of the bid due date. Late bids due to delay by the carrier or not received in the Department's mail room by the due date and time will not be considered.

Responses to this solicitation should be clearly marked (instructions below) and directed to:

Terry Ayers  
Bureau of Early Intervention  
NYS Department of Health  
ESP Corning Tower, Room 287  
Albany, NY 12237

- The Bid Form must be filled out in its entirety.
- The responsible corporate officer for contract negotiation must be listed. The Bid Form must be signed by the responsible corporate officer.
- All evidence and documentation requested under Section IV, Proposal Requirements, must be provided at the time the proposal is submitted.

##### 1. Proposal Format

- a. Separate Technical and Cost Proposals **must** be submitted for Category A and Category B.
- b. Proposals should be prepared providing a concise description of the bidder's ability to meet the requirements of the RFP.
- c. **Each proposal (Category A and Category B) must be submitted in two distinct parts that are separately sealed. For each Component, the Technical and Cost Proposals must be in separate, clearly marked**

**envelopes (no cost or pricing information should be submitted in a bidder's Technical Proposal) and identified as follows:**

**Category A Proposals**

ARRATAT 2009 – 2011 Technical Proposal Category A: Convert Existing Training Curricula to Online, Self-Paced Learning Tutorials and/or Web-Based Training RFP 1001251155 – Name of Bidder (to be inserted by bidder).

ARRATAT 2009 – 2011 Cost Proposal Category A: Convert Existing Training Curricula to Online, Self-Paced Learning Tutorials and/or Web-Based Training RFP 1001251155 – Name of Bidder (to be inserted by bidder).

**Category B Proposals**

ARRATAT 2009 – 2011 Technical Proposal Category B: Provide Enhanced Technical Assistance to Municipalities RFP 1001251155 – Name of Bidder (to be inserted by bidder).

ARRATAT 2009 – 2011 Cost Proposal Category B: Provide Enhanced Technical Assistance to Municipalities RFP 1001251155 – Name of Bidder (to be inserted by bidder).

**2. Proposal Organization**

The bidder should organize their proposal as follows and use **Attachments 4.a. – 4. d. and 13-14** as appropriate for **Category A** Proposals and **Attachments 5.a. – 5.d. and 15** as appropriate for **Category B** Proposals. To ensure uniformity of preparation and to facilitate review, DOH requires that proposals adhere to the following criteria:

- a. The Technical Proposal(s) should be typewritten and submitted on fastened (with clamp, not bound or spiral) white paper with pages numbered consecutively from 1 to the end.
- b. Proposal and appendices should be on 8.5- by 11-inch paper, using a minimum of 12-point font.
- c. The Technical Proposal should be double-spaced and **not exceed 20 single-sided pages in length.**

Proposals should be self-contained; no models, videotapes or Web site postings will be accepted. Illustrations that support the text should be simple and direct, and should be reproducible in black and white; photographs, if appropriate, should be black and white.

These proposal specifications are for the purpose of enabling the evaluators to conduct an adequate and timely review of the Technical Proposal.

***The bidder's Technical and Cost Proposals must not be conditioned and/or contingent. This will result in disqualification of the proposal.***

## **E. Reserved Rights**

The Department of Health Reserves the Right to:

1. Reject any or all proposals received in response to the RFP;
2. Withdraw the RFP at any time, at the agency's sole discretion;
3. Make an award under the RFP in whole or in part;
4. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP;
5. Seek clarifications and revisions of proposals;
6. Use proposal information obtained through site visits, management interviews and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP;
7. Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
8. Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments;
9. Change any of the scheduled dates;
10. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
11. Waive any requirements that are not material;
12. Negotiate with the successful bidder within the scope of the RFP in the best interests of the state;
13. Conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder;

14. Utilize any and all ideas submitted in the proposals received;
15. Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 60 days from the bid opening; and,
16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation.

## **F. Payment and Reporting**

If awarded a contract, the contractor shall submit invoices to the State's designated payment office:

NYS Department of Health  
Administrative Services Unit—ARRA/ARRAT 2009-11  
Bureau of Early Intervention  
ESP Corning Tower, Room 287  
Albany, NY 12237

Payment of such invoices by the Department shall be made in accordance with Article XI-A of the New York State Finance Law. Contractor payment will be done through submission of monthly vouchers to the Department's designated payment office. The Voucher must follow the format provided by the Department. The amount allowed per voucher will be based on the Bid Detail Sheet submitted in response to this RFP. Monthly vouchers will be due 15 days after the end of the month and must be accompanied by a progress report. Vouchers that are submitted without a progress report will not be processed for payment. Failure of the contractor to meet the deliverables outlined in this contract may also result in vouchers not being processed until the deliverables

This contract is funded by the American Recovery and Reinvestment Act of 2009 (ARRA). As such, special reporting requirements will be required before payments can be made. The special reports required are detailed in Attachment 17 of this document. Payment for invoices and/or vouchers submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by telephone at 518-474-6019. The CONTRACTOR acknowledges that it will not receive payment on any invoices and/or

vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9 must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.state.ny.us/epay>.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller  
Bureau of Accounting Operations  
Warrant & Payment Control Unit  
110 State Street, 9<sup>th</sup> Floor  
Albany, NY 12236

Payment of such invoices by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms will be:

1. Category A: Convert Existing Training Curricula to Online, Self-Paced Learning Tutorials and/or Web-Based Training
  - a. In exchange for the provision of converted training curricula awarded, and in accordance with the terms and conditions specified in this Request for Proposals, the CONTRACTOR will be entitled to receive payment for services rendered for each training curriculum converted into distance learning formats to the satisfaction of the Department. Such payment will be based upon the amount enumerated in Attachment 4.d., Bid Form – Category A (Convert Existing Training Curricula) of the Contract. The CONTRACTOR shall also receive payment for the reimbursement of a Learner Management System, postage, telephone, and printing costs. The contractor will enumerate those expenditures for reimbursement under the Administrative Services Fee component of the RFP.
  - b. All invoices submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE on a monthly basis no later than fifteen days after the end date of the period for which payment is being claimed.
  - c. In order to be eligible for payment, the following information must accompany each invoice submitted by the CONTRACTOR:
    - A monthly report, in a format to be provided by the State, summarizing curricula conversion activities in the preceding month.

## 2. Category B: Provide Enhanced Technical Assistance to Municipalities

- a. In exchange for the development and delivery/maintenance of technical assistance through distance communication technology, the CONTRACTOR will be entitled to receive payment for services rendered for completion of these phases of the project to the satisfaction of the Department. Such payment will be based upon the amount enumerated in Attachment 5.d., Bid Form – Category B, of the Contract, subject to any conditions outlined in Section III.B.2 of this RFP. An invoice shall be submitted by the CONTRACTOR at the end of the development phase and the delivery/maintenance phase of the project. The CONTRACTOR shall also receive payment for the reimbursement of a mechanism to maintain software, reproduction and printing costs, postage, telephone, and other activities related to but not usually included in the costs of providing distance communication technical assistance. The CONTRACTOR will enumerate those expenditures for reimbursement under the Administrative Services Fee component of the RFP.
- b. Invoices shall be submitted on a monthly basis not later than fifteen days after the end date of the period for which payment is being claimed for the development and delivery/maintenance phases of the project. Such payment will be based upon the amount enumerated in Attachment 5.d., Bid Form – Component B, of the Contract.
- c. Payment of the delivery/maintenance price component will be determined based upon the price proposed and length of time remaining for this component subsequent to the completion of the delivery phase of the project. The delivery/maintenance price will be divided equally by the number of three-month intervals remaining subsequent to the completion of the delivery phase (the last interval may be less than three full months but will be considered a full period for payment purposes). Payments of these pro rata amounts will be due to the contractor every three months subsequent to the successful delivery of the training. Successful delivery is considered meeting the deliverables delineated in the Work Plan. The CONTRACTOR shall also receive payment for the reimbursement of a Learner Management System, postage, telephone, and printing costs.
- d. In order to be eligible for payment, the following information must be submitted by the CONTRACTOR:
  - During the development and delivery/maintenance phases of the project, progress reports will be submitted on a monthly basis, in a format to be specified by the State, summarizing progress to date relative to the above phases and development of Frequently Asked Questions.

- *The CONTRACTOR must submit documentation demonstrating completion of the development and delivery/maintenance phases of the project and readiness to offer technical assistance statewide to be eligible for payment. For every month or part thereof a CONTRACTOR exceeds the proposed development and delivery/maintenance completion dates indicated in the proposal, the payment of these components of the project may be reduced by 5% of the total project cost, by topic.*

## **G. Term of Contract**

This agreement shall be effective upon approval of the NYS Office of the State Comptroller.

The contract will begin on the award date and end on September 30, 2011. There will be no renewal option.

This agreement may be canceled at any time by the Department of Health giving to the CONTRACTOR not less than thirty days written notice that on or after a date therein specified in this agreement shall be deemed terminated and canceled.

## **H. Debriefing**

Once an award has been made, bidders may request a debriefing of their proposal. Please note the debriefing will be limited only to the strengths and weaknesses of the bidder's proposal, and will not include any discussion of other proposals. Requests must be received no later than ten days from date of award or non-award announcement.

## **I. Protest Procedures**

In the event unsuccessful bidders wish to protest the award resulting from this RFP, bidders should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found on the OSC website at: [http://www.osc.state.ny.us/agencies/gbull/g\\_232.htm](http://www.osc.state.ny.us/agencies/gbull/g_232.htm).

## **J. Vendor Responsibility Questionnaire**

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or go directly to the VendRep system online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at

[helpdesk@osc.state.ny.us](mailto:helpdesk@osc.state.ny.us). Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or may contact the Department of Health or the Office of the State Comptroller for a copy of the paper form. Bidders must also complete and submit the Vendor Responsibility Attestation (Attachment 11).

## **K. State Consultant Services Reporting**

Chapter 10 of the Laws of 2006 amended certain sections of State Finance Law and Civil Service Law to require disclosure of information regarding contracts for consulting services in New York State.

The winning bidders for procurements involving consultant services must complete a "State Consultant Services Form A, Contractor's Planned Employment from Contract Start Date through End of Contract Term" (Attachment 9) in order to be eligible for a contract.

Winning bidders must also agree to complete a "State Consultant Services Form B, Contractor's Annual Employment Report" (Attachment 10) for each state fiscal year included in the resulting contract. This report must be submitted annually to the Department of Health, the Office of the State Comptroller, and Department of Civil Service.

## **L. Lobbying Statute**

Chapter 1 of the Laws of 2005, as amended by Chapter 596 of the Laws of 2005, provides, among other things, the following as pertains to development of procurement contracts with governmental entities:

- a. makes the lobbying law applicable to attempts to influence procurement contracts once the procurement process has been commenced by a state agency, unified court system, state legislature, public authority, certain industrial development agencies and local benefit corporations;
- b. requires the above mentioned governmental entities to record all contacts made by lobbyists and contractors about a governmental procurement so that the public knows who is contacting governmental entities about procurements;
- c. requires governmental entities to designate persons who generally may be the only staff contacted relative to the governmental procurement by that entity in a restricted period;
- d. authorizes the New York State Commission on Public Integrity to impose fines and penalties against persons/organizations engaging in impermissible contacts about a governmental procurement and provides for the debarment of repeat violators;

- e. directs the Office of General Services to disclose and maintain a list of non-responsible bidders pursuant to this new law and those who have been debarred and publish such list on its website;
- f. requires the timely disclosure of accurate and complete information from offerers with respect to determinations of non-responsibility and debarment;
- g. expands the definition of lobbying to include attempts to influence gubernatorial or local Executive Orders, Tribal–State Agreements, and procurement contracts;
- h. modifies the governance of the New York State Commission on Public Integrity;
- i. provides that opinions of the Commission shall be binding only on the person to whom such opinion is rendered;
- j. increases the monetary threshold which triggers a lobbyist's obligations under the Lobbying Act from \$2,000 to \$5,000; and
- k. establishes the Advisory Council on Procurement Lobbying.

Generally speaking, two related aspects of procurements were amended: (i) activities by the business and lobbying community seeking procurement contracts (through amendments to the Legislative Law) and (ii) activities involving governmental agencies establishing procurement contracts (through amendments to the State Finance Law).

Additionally, a new section 1-t was added to the Legislative Law establishing an Advisory Council on Procurement Lobbying (Advisory Council). This Advisory Council is authorized to establish the following model guidelines regarding the restrictions on contacts during the procurement process for use by governmental entities (see Legislative Law §1-t (e) and State Finance Law §139-j). In an effort to facilitate compliance by governmental entities, the Advisory Council has prepared model forms and language that can be used to meet the obligations imposed by State Finance Law §139-k, Disclosure of Contacts and Responsibility of Offerers. Sections 139-j and 139-k are collectively referred to as “new State Finance Law.”

It should be noted that while this Advisory Council is charged with the responsibility of providing advice to the New York State Commission on Public Integrity regarding procurement lobbying, the Commission retains full responsibility for the interpretation, administration and enforcement of the Lobbying Act established by Article 1-A of the Legislative Law (see Legislative Law §1-t (c) and §1-d). Accordingly, questions regarding the registration and operation of the Lobbying Act should be directed to the New York State Commission on Public Integrity.

## **M. Accessibility of State Agency Web-based Intranet and Internet Information and Applications**

Any web-based intranet and internet information and applications development, or programming delivered pursuant to the contract or procurement will comply with New York State Enterprise IT Policy NYS-P08-005, "Accessibility Web-based Information and Applications", and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that state agency web-based intranet and internet information and applications are accessible to persons with disabilities. Web content must conform to New York State Enterprise IT Standard NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing will be conducted by Department of Health, contractor or other, and the results of such testing must be satisfactory to the Department of Health before web content will be considered a qualified deliverable under the contract or procurement.

## **N. Information Security Breach and Notification Act**

Section 208 of the State Technology Law (STL) and Section 899-aa of the General Business Law (GBL) require that State entities and persons or businesses conducting business in New York who own or license computerized data which includes private information including an individual's unencrypted personal information plus one or more of the following: social security number, driver's license number or non-driver ID, account number, credit or debit card number plus security code, access code or password which permits access to an individual's financial account, must disclose to a New York resident when their private information was, or is reasonably believed to have been, acquired by a person without valid authorization. Notification of breach of that private information to all individuals affected or potentially affected must occur in the most expedient time possible without unreasonable delay, after measures are taken to determine the scope of the breach and to restore integrity; provided, however, that notification may be delayed if law enforcement determines that expedient notification would impede a criminal investigation. When notification is necessary, the State entity or person or business conducting business in New York must also notify the following New York State agencies: the Attorney General, the Office of Cyber Security & Critical Infrastructure Coordination (CSCIC) and the Consumer Protection Board (CPB). Information relative to the law and the notification process is available at: <http://www.cscic.state.ny.us/security/securitybreach/>.

## **O. New York State Tax Law Section 5-a**

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded state contracts for commodities, services and technology valued at more than \$100,000 to certify to the Department of Tax and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such contractors' sales

delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, and its subcontractors are required to register to collect state sales and compensating use tax and contractors must certify to DTF that each affiliate and subcontractor exceeding such sales threshold is registered with DTF to collect New York State and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agencies, from approving a contract awarded to an offerer meeting the registration requirements but who is not so registered in accordance with the law.

Contractor must complete and submit directly to the New York State Taxation and Finance, Contractor Certification Form ST-220-TD (Attachment 7). Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the contractor, its affiliate(s), or its subcontractor(s), a new form (ST-220-TD) must be filed with DTF.

Contractor must complete and submit to the Department of Health the form ST-220-CA (Attachment 8), certifying that the contractor filed the ST-220-TD with DTF. Failure to make either of these filings may render an offerer non-responsive and non-responsible. Offerers shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

#### **P. Piggybacking**

New York State Finance Law section 163(10)(e) (see also <http://www.ogs.state.ny.us/procurecounc/pgbguidelines.asp>) allows the Commissioner of the NYS Office of General Services to consent to the use of this contract by other New York State agencies, and other authorized purchasers, subject to conditions and the Contractor's consent.

#### **Q. M/WBE Utilization Plan for Subcontracting and Purchasing**

The Department of Health (DOH) encourages the use of Minority and/or Women Owned Business Enterprises (M/WBE's) for any subcontracting or purchasing related to this contract. Bidders who are not currently a New York State certified M/WBE must define the portion of all consumable products and personnel required for this proposal that will be sourced from a M/WBE. The amount must be stated in total dollars and as a percent of the total cost necessary to fulfill the RFP requirement. Supportive documentation must include a detail description of work that is required including products and services.

The goal for usage of M/WBE's is at least 10% of monies used for contract activities (Minority-owned – 5%; Women-owned – 5%). In order to assure a good-faith effort to attain this goal, the DOH requires that bidders complete the M/WBE Utilization Plan (Attachment 12) and submit this Plan with their bid documents.

Bidders that are New York State certified MBE's or WBE's are not required to complete this form. Instead, such bidders must simply provide evidence of their certified status.

Failure to submit the above referenced Plan (or evidence of certified M/WBE status) may result in disqualification of the vendor from consideration for award. Please include this form with the Cost Proposal.

## VI. APPENDICES

The following will be incorporated as appendices into any contract resulting from this Request for Proposal. This Request for Proposal will, itself, be referenced as an appendix of the contract.

1. **Appendix A** – Standard Clauses for All New York State Contracts
2. **Appendix B** - Request for Proposal
3. **Appendix C** - Proposal  
The bidder's proposal (if selected for award), including any Bid Forms and all proposal requirements.
4. **Appendix D** - General Specifications
5. **Appendix ARRA** – Language for Contracts Funded in Whole or in Part by the American Recovery and Reinvestment Act

6. **Appendix E**

Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

- Workers' Compensation, for which one of the following is incorporated into this contract as Appendix E-1:
  - **CE-200**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/OR Disability Benefits Insurance Coverage Is Not Required; OR
  - **C-105.2** – Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
  - **SI-12** – Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** – Certificate of Participation in Workers' Compensation Group Self-Insurance.
- Disability Benefits coverage, for which one of the following is incorporated into this contract as Appendix E-2:

- **CE-200** – Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers’ Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
  - **DB-120.1** – Certificate of Disability Benefits Insurance
  - **DB-155** – Certificate of Disability Benefits Self-Insurance
7. **Appendix G** - Notices
  8. **Appendix H** - Health Insurance Portability and Accountability Act (HIPAA) (if applicable)
  9. **Appendix X** - Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

## **VII. ATTACHMENTS**

1. Letter of Intent to Bid
2. Bid Form
3. No Bid Form
4. Category A Specific Forms and/or Attachments
  - a. Proposal Check List
  - b. Cover Sheet
  - c. Work Plan
  - d. Detailed Bid Form
5. Category B Specific Forms and/or Attachments
  - a. Proposal Check List
  - b. Cover Sheet
  - c. Work Plan
  - d. Detailed Bid Form
6. Contract Boilerplate
  - Appendix A – Standard Clauses for All New York State Contracts
  - Appendix D – General Specifications
  - Appendix H-HIPPA
  - Appendix G-Notices
  - Appendix X-Modification Agreement Form
7. N.Y.S. Taxation and Finance Contractor Certification Form ST-220-TD
8. N.Y.S. Taxation and Finance Contractor Certification Form ST-220-CA
9. State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term
10. State Consultant Services Form B, Contractor's Annual Employment Report
11. Vendor Responsibility Attestation
12. M/WBE Utilization Plan
13. Training Course Description by Type
14. Approximate Number of Trainees for Most Recent Three Years (Reference)
15. Examples of Technical Assistance Provided to Municipalities
16. Appendix ARRA – Special Language for Contracts Funded in Whole or in Part by the American Recovery and Reinvestment Act
17. Special ARRA reports

**ATTACHMENT 1**

**LETTER OF INTENT TO BID**

**This Letter of Intent to Bid may be mailed to the address below or submitted via Fax to (518) 486-1090 and received by the date indicated on the Schedule of Key Events.**

Terry Ayers  
Bureau of Early Intervention  
New York State Department of Health  
ESP Corning Tower, Room 287  
Albany, New York 12237

Dear Ms Ayers:

\_\_\_\_\_ has received the New York State Department of Health Request for Proposals for Converting Existing Training Curricula to Online, Self-Paced Learning tutorials and/or Web-Based Training of In-Person Classroom Training and Providing Enhanced Technical Assistance to Municipalities

We intend to submit a proposal for (please check appropriate box)

- Convert Existing Training Curricula to Online, Self-Paced Learning tutorials and/or Web-Based Training of In-Person Classroom Training
- Provide Enhanced Technical Assistance to Municipalities

to the New York State Department of Health Early Intervention Program, not later than 4:00 PM on the date indicated on the Schedule of Key Events.

Sincerely,

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Official Representative if different from above

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number/Fax Number



1b. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?

(Please circle):

No

Yes

1c. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility:

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(Add additional pages as necessary)

2a. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?

(Please circle):

No

Yes

2b. If yes, please provide details below.

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding:

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(Add additional pages as necessary)

C. Offerer/Bidder certifies that all information provided to the Department of Health with respect to State Finance Law §139-k is complete, true and accurate.

D. Offerer/Bidder agrees to provide the following documentation either *with their submitted bid/proposal or upon award* as indicated below:

With Bid	Upon Award	
<input type="checkbox"/>	<input type="checkbox"/>	1. A completed N.Y.S Taxation and Finance Contractor Certification Form ST-220.
<input type="checkbox"/>	<input type="checkbox"/>	2. A completed N.Y.S. Office of the State Comptroller Vendor Responsibility Questionnaire (for procurements greater than or equal to \$100,000)
<input type="checkbox"/>	<input type="checkbox"/>	3. A completed State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term

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_____	_____
(Officer Signature)	(Date)
_____	_____
(Officer Title)	(Telephone)
_____	
(e-mail Address)	

**ATTACHMENT 3**  
**NEW YORK STATE**  
**DEPARTMENT OF HEALTH**  
**NO-BID FORM**

PROCUREMENT TITLE: \_\_\_\_\_ FAU # \_\_\_\_\_

Bidders choosing not to bid are requested to complete the portion of the form below:

We do not provide the requested services. Please remove our firm from your mailing list

We are unable to bid at this time because:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please retain our firm on your mailing list.

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Officer Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Officer Title)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(e-mail Address)

FAILURE TO RESPOND TO BID INVITATIONS MAY RESULT IN YOUR FIRM BEING REMOVED FROM  
OUR MAILING LIST FOR THIS SERVICE.

**ATTACHMENT 4**

**CATEGORY A Specific Forms and/or Attachments**

**Use Attachments 4a Through 4d When Submitting a Proposal To:**

**Convert Existing Training Curricula to Online, Self-Paced Learning Tutorials  
and/or Web-Based Training**

**ATTACHMENT 4a**

**PROPOSAL CHECKLIST**

**CATEGORY A – Convert Existing Training Curricula to Online, Self-Paced Learning Tutorials and/or Web-Based Training**

Use this checklist to confirm that all sections are included and in the proper sequence in your proposal for submission to the Early Intervention Program.

- \_\_\_\_\_ Technical Proposal Title Page
- \_\_\_\_\_ Proposal Cover Sheet – Attachment 4.b., (original signature required)
- \_\_\_\_\_ Project Narrative – Technical Proposal
  - \_\_\_\_\_ a. Project Narrative
  - \_\_\_\_\_ b. Activities to Meet Deliverables– Attachment 4.c., (Work Plan)
  - \_\_\_\_\_ c. Person Responsible and Completion Dates – Attachment 4.c., (Work Plan)
  - \_\_\_\_\_ d. Bidder Qualifications and References – Attachment 4.c., (Work Plan)
- \_\_\_\_\_ Vitae/Resumes of Key Personnel
- \_\_\_\_\_ Letters of Support
- \_\_\_\_\_ Cost Proposal Title Page
  - \_\_\_\_\_ a. In-Person Classroom Training – Attachment 4.d.

ATTACHMENT 4b

COVER SHEET

CATEGORY A: Convert Existing Training Curricula to Online, Self-Paced Learning Tutorials and/or Web-Based Training

NEW YORK STATE DEPARTMENT OF HEALTH

ORGANIZATION NAME:	
ORGANIZATION ADDRESS:	
ORGANIZATION PHONE NUMBER:	
ORGANIZATION FAX NUMBER:	
E-MAIL:	
ORGANIZATION'S FEDERAL TAX IDENTIFICATION NUMBER:	
SIGNATURE OF RESPONSIBLE PERSON:	NAME OF RESPONSIBLE PERSON: (please print)
INCORPORATION: <input type="checkbox"/> Incorporated <input type="checkbox"/> Not Incorporated  Identify state in which organization is Incorporated: <hr/> Check Type Of Corporation: <input type="checkbox"/> Business <input type="checkbox"/> Membership <input type="checkbox"/> Religious <input type="checkbox"/> Other (please specify)	NON INCORPORATED:  Is organization authorized to do business in NY: <input type="checkbox"/> Yes <input type="checkbox"/> No  Check Type Of Organization: <input type="checkbox"/> Not For Profit <input type="checkbox"/> Partnership <input type="checkbox"/> Unincorporated Association <input type="checkbox"/> Other (please specify) <hr/> NYS Department Of State Charitable Registration Number: <hr/> Or Exemption (please specify): <hr/>

**ATTACHMENT 4c  
WORK PLAN FORMAT**

**Include as part of the Technical Proposal**

**CATEGORY A: Convert Existing Training Curricula to Online, Self-Paced Learning Tutorials and/or Web-Based Training**

**Name of Bidder:** \_\_\_\_\_

**Page No.:** \_\_\_\_\_

**[Copy for extra pages]**

<b>Deliverable</b>	<b>Activities to Meet Deliverable</b>	<b>Person(s) Responsible</b>	<b>Completion Date</b>

## ATTACHMENT 4d

**Include as part of the Cost Proposal**

### **Detailed Bid Form – Category A (Convert Existing Training Curricula to Online, Self-Paced Learning Tutorials and/or Web-Based Training)**

<b>Organization Name :</b>					
	A	x	B	=	C
<b>Training Sessions by Type</b>	<b>YEARS 1-2</b>				
	Number of Curricula (Courses)		Price Per Curricula (Course)		Total
* Type 1 (2 to 4 Hours)	17		\$		\$
* Type 2 (4 to 6 Hours)	3		\$		\$
* Type 3 (6 to 8 Hours)	2		\$		\$
<b>GRAND TOTAL</b>					\$

\* For comparison purposes – estimated number of hours to conduct an in-person classroom training

\*\*All costs associated with the contract activities (except for administrative services funding) should be included in prices listed on the bid detail sheet including but not limited to travel, personnel costs (including fringe), overhead, supplies and miscellaneous costs.

I, \_\_\_\_\_, for and on behalf of the Bidder organization(s), signify that the following information is true and accurate to the best of my knowledge and that the above named organization agrees to abide by the terms of the approved proposal and is fully able and willing to carry out deliverables contained herein. The prices presented in this proposal shall remain in effect for 365 days from the last day to submit a proposal.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

## **ATTACHMENT 5**

### **CATEGORY B Specific Forms and/or Attachments**

**Use Attachments 5a Through 5d When Submitting a Proposal To:**

**Provide Enhanced Technical Assistance to Municipalities**

## ATTACHMENT 5a

### PROPOSAL CHECKLIST

#### CATEGORY B – Provide Enhanced Technical Assistance to Municipalities

Use this checklist to confirm that all sections are included and in the proper sequence in your proposal for submission to the Early Intervention Program.

- \_\_\_\_\_ Technical Proposal Title Page
- \_\_\_\_\_ Proposal Cover Sheet – Attachment 5.b., (original signature required)
- \_\_\_\_\_ Project Narrative – Technical Proposal
  - \_\_\_\_\_ a. Project Narrative
  - \_\_\_\_\_ b. Activities to Meet Objectives – Attachment 5.c., (Work Plan)
  - \_\_\_\_\_ c. Person Responsible and Completion Dates – Attachment 5.c., (Work Plan)
  - \_\_\_\_\_ d. Bidder Qualifications and References – Attachment 5.c., (Work Plan)
- \_\_\_\_\_ Vitae/Resumes of Key Personnel
- \_\_\_\_\_ Letters of Support
- \_\_\_\_\_ Cost Proposal Title Page
  - \_\_\_\_\_ a. Deliver Distance Learning Training Bid Form – Attachment 5.d.

**ATTACHMENT 5b**

**COVER SHEET**

**CATEGORY B – Provide Enhanced Technical Assistance to Municipalities**

**NEW YORK STATE DEPARTMENT OF HEALTH**

ORGANIZATION NAME:	
ORGANIZATION ADDRESS:	
ORGANIZATION PHONE NUMBER: ORGANIZATION FAX NUMBER: E-MAIL:	
ORGANIZATION'S FEDERAL TAX IDENTIFICATION NUMBER:	
SIGNATURE OF RESPONSIBLE PERSON:	NAME OF RESPONSIBLE PERSON: (please print)
INCORPORATION: <input type="checkbox"/> Incorporated <input type="checkbox"/> Not Incorporated  Identify state in which organization is Incorporated: <hr/> Check Type Of Corporation: <input type="checkbox"/> Business <input type="checkbox"/> Membership <input type="checkbox"/> Religious <input type="checkbox"/> Other (please specify)	NON INCORPORATED:  Is organization authorized to do business in NY: <input type="checkbox"/> Yes <input type="checkbox"/> No  Check Type Of Organization: <input type="checkbox"/> Not For Profit <input type="checkbox"/> Partnership <input type="checkbox"/> Unincorporated Association <input type="checkbox"/> Other (please specify) <hr/> NYS Department Of State Charitable Registration Number: <hr/> Or Exemption (please specify): <hr/>

**ATTACHMENT 5c  
WORK PLAN FORMAT**

**Include as part of the Technical Proposal**

**CATEGORY B: Provide Enhanced Technical Assistance to Municipalities**

**Name of Bidder:** \_\_\_\_\_

**Page No.:** \_\_\_\_\_

**[Copy for extra pages]**

Deliverable	Activities to Meet Deliverable	Person(s) Responsible	Completion Date

## ATTACHMENT 5d

**Include as part of the Cost Proposal**

### Detailed Bid Form – Category B (Provide Enhanced Technical Assistance to Municipalities)

<b>Organization Name:</b>												
	A	x	B	=	C	+	D	x	E	=	F	G (C + F)
Phase of Technical Assistance	<b>YEARS 1-2</b>										<b>TOTAL</b>	
	Price per TA Contact Person		Software & Maintenance		FAQs		Tracking Database				Subtotal	\$
Development	\$				\$		\$				\$	\$
Delivery	\$				\$		\$				\$	\$
Maintenance	\$				\$		\$				\$	\$
<b>GRAND TOTAL</b>					\$						\$	\$

**\*\* All costs associated with the contract activities (except for administrative services funding) should be included in prices listed on the bid detail sheet including but not limited to travel, personnel costs (including fringe), overhead, supplies and miscellaneous costs.**

I, \_\_\_\_\_, for and on behalf of the Bidder organization(s), signify that the following information is true and accurate to the best of my knowledge and that the above named organization agrees to abide by the terms of the approved proposal and is fully able and willing to carry out deliverables contained herein. The prices presented in this proposal shall remain in effect for 180 days from the last day to submit a proposal.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*

**ATTACHMENT 6**

**Contract Boilerplate**

**MISCELLANEOUS / CONSULTANT SERVICES - ARRA**

STATE AGENCY (Name and Address): . NYS COMPTROLLER'S NUMBER:  
 .  
 . ORIGINATING AGENCY CODE:12000

\_\_\_\_\_  
CONTRACTOR (Name and Address): . TYPE OF PROGRAM(S):  
 .  
 .

\_\_\_\_\_  
CHARITIES REGISTRATION NUMBER: . CONTRACT TERM  
 . FROM:  
 . TO:

CONTRACTOR HAS ( ) HAS NOT ( ) TIMELY.  
FILED WITH THE ATTORNEY GENERAL'S . FUNDING AMOUNT FOR CONTRACT  
CHARITIES BUREAU ALL REQUIRED . TERM:  
PERIODIC OR ANNUAL WRITTEN REPORTS .

FEDERAL TAX IDENTIFICATION NUMBER: .

*MUNICIPALITY NO. (if applicable):* .

STATUS: .  
CONTRACTOR IS ( ) IS NOT ( ) A .  
SECTARIAN ENTITY .

CONTRACTOR IS ( ) IS NOT ( ) A .  
NOT-FOR-PROFIT ORGANIZATION .

CONTRACTOR IS ( ) IS NOT ( ) A .  
N Y STATE BUSINESS ENTERPRISE .

( ) IF MARKED HERE, THIS CONTRACT'S  
RENEWABLE FOR \_\_\_ ADDITIONAL  
ONE-YEAR PERIOD(S) AT THE SOLE  
OPTION OF THE STATE AND SUBJECT  
TO APPROVAL OF THE OFFICE OF THE  
STATE COMPTROLLER.

**BID OPENING DATE:**

**APPENDICES ATTACHED AND PART OF THIS AGREEMENT**

Precedence shall be given to these documents in the order listed below.

- X APPENDIX A Standard Clauses as required by the Attorney General for all State Contracts.
- \_\_\_ APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

- \_\_\_ APPENDIX Q Modification of Standard Department of Health Contract Language
- X STATE OF NEW YORK AGREEMENT
- X APPENDIX ARRA Special Language for Contracts Funded in Whole or in Part by the  
(Vendor Version) American Recovery and Reinvestment Act of 2009 (ARRA)
- X APPENDIX D General Specifications
- X APPENDIX B Request For Proposal (RFP)
- X APPENDIX C Proposal
- X APPENDIX E-1 Proof of Workers' Compensation Coverage
- X APPENDIX E-2 Proof of Disability Insurance Coverage
- X APPENDIX G Notices
- \_\_\_ APPENDIX H Federal Health Insurance Portability and Accountability Act Business Associate Agreement

CONTRACT NO.:

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

CONTRACTOR	.	STATE AGENCY
By: _____	.	By: _____
Printed Name	.	Printed Name
Title: _____	.	Title: _____
Date: _____	.	Date: _____
	.	State Agency Certification:
	.	"In addition to the acceptance of this contract,
	.	I also certify that original copies of this
	.	signature page will be attached to all other
	.	exact copies of this contract."
STATE OF NEW YORK )	.	_____
)SS.:		
County of _____)		

On the \_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_

(Signature and office of the individual taking acknowledgement)

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

\_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF NEW YORK  
AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has formally requested contractors to submit bid proposals for the project described in Appendix B for which bids were opened on the date noted on the face pages of this AGREEMENT; and

*WHEREAS, the STATE has determined that the CONTRACTOR is the successful bidder, and the CONTRACTOR covenants that it is willing and able to undertake the services and provide the necessary materials, labor and equipment in connection therewith;*

NOW THEREFORE, in consideration of the terms hereinafter mentioned and also the covenants and obligations moving to each party hereto from the other, the parties hereto do hereby agree as follows:

I. Conditions of Agreement

- A. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- B. The maximum compensation for the contract term of this AGREEMENT shall not *exceed the amount specified on the face page hereof.*
- C. This AGREEMENT may be renewed for additional periods (PERIOD), as specified on the face page hereof.
- D. To exercise any renewal option of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT. The modification agreement is subject to the approval of the Office of the State Comptroller.
- E. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.
- F. For the purposes of this AGREEMENT, the terms "Request For Proposal" and "RFP" *include all Appendix B documents as marked on the face page hereof.*
- G. For the purposes of this AGREEMENT, the term "Proposal" includes all Appendix C documents as marked on the face page hereof.

II. Payment and Reporting

- A. The CONTRACTOR shall submit complete and accurate invoices and/or vouchers, together with supporting documentation required by the contract, the State Agency and the State Comptroller, to the STATE's designated payment office in order to receive payment.
- B. Payment of such invoices and/or vouchers by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law.

Payment for invoices and/or vouchers submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by telephone at 518-474-4032. CONTRACTOR acknowledges that it will not receive payment on any invoices and/or vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9, must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.state.ny.us/epay>.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller  
Bureau of Accounting Operations  
Warrant & Payment Control Unit  
110 State Street, 9<sup>th</sup> Floor  
Albany, NY 12236

- C. This AGREEMENT is to be funded with American Recovery and Reinvestment Act (ARRA) funds. Special and timely reporting is required as a condition of award and payment.

The CONTRACTOR shall submit ARRA reports to the STATE on a monthly basis containing the information and formatting as specified by the STATE .

In addition to the detailed reports required in this AGREEMENT, the STATE may request additional reports at its discretion.

The CONTRACTOR is responsible for holding all sub-contractors to these reporting requirements.

### III. Term of Contract

- A. Upon approval of the NYS Office of the State Comptroller, this AGREEMENT shall be effective for the term as specified on the cover page.
- B. This Agreement may be terminated by mutual written agreement of the contracting parties.
- C. This Agreement may be terminated by the Department for cause upon the failure of the CONTRACTOR to comply with the terms and conditions of this Agreement, including the attachments hereto, provided that the Department shall give the CONTRACTOR written notice via registered or certified mail, return receipt requested, or shall deliver same by hand-receiving CONTRACTOR's receipt therefor, such written notice to specify the CONTRACTOR's failure and the termination of this Agreement. Termination shall be effective ten business days from receipt of such notice, established by the receipt returned to the Department. The CONTRACTOR agrees to incur no new obligations nor to claim for any expenses made after receipt of the notification of termination.
- D. This Agreement may be deemed terminated immediately at the option of the Department upon the filing of a petition in bankruptcy or insolvency, by or against the CONTRACTOR. Such termination shall be immediate and complete, without termination costs or further obligations by the Department to the Contractor.
- E. This agreement may be canceled at any time by the Department of Health giving to the contractor not less than thirty days written notice that on or after a date therein specified this agreement shall be deemed terminated and canceled.

### IV. Proof of Coverage

Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

- A. Workers' Compensation, for which one of the following is incorporated into this contract as Appendix E-1:
  - 1. CE-200, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
  - 2. C-105.2 – Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the U-26.3; OR
  - 3. SI-12 – Certificate of Workers' Compensation Self-Insurance, OR GSI-105.2 – Certificate of Participation in Workers' Compensation Group Self-Insurance.

B. Disability Benefits coverage, for which one of the following is incorporated into this contract as Appendix E-2:

1. CE-200, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
2. DB-120.1 – Certificate of Disability Benefits Insurance OR
3. DB-155 – Certificate of Disability Benefits Self-Insurance

**STANDARD CLAUSES FOR NYS CONTRACTS**

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

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

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), 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 \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

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

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

performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

**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 bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. 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 (2NYCRR 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 the State agency, 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 the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor

within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, 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, 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:

(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, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment,

employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office 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 Appendix A, the terms of this Appendix 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 §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

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

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

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

NYS Department of Economic Development  
Division for Small Business  
30 South Pearl St -- 7<sup>th</sup> Floor  
Albany, New York 12245  
Telephone: 518-292-5220  
Fax: 518-292-5884  
<http://www.empire.state.ny.us>

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  
30 South Pearl St -- 2nd Floor  
Albany, New York 12245  
Telephone: 518-292-5250  
Fax: 518-292-5803  
<http://www.empire.state.ny.us>

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

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

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. PURCHASES OF APPAREL.** In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

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APPENDIX D  
GENERAL SPECIFICATIONS

- A. By signing the "Bid Form" each bidder attests to its express authority to sign on behalf of this company or other entity and acknowledges and accepts that:
- All specifications, general and specific appendices, including Appendix-A, the Standard Clauses for all New York State contracts, and all schedules and forms contained herein will become part of any contract entered, resulting from the Request for Proposal. Anything which is not expressly set forth in the specification, appendices and forms and resultant contract, but which is reasonable to be implied, shall be furnished and provided in the same manner as if specifically expressed.
- B. The work shall be commenced and shall be actually undertaken within such time as the Department of Health may direct by notice, whether by mail, telegram, or other writing, whereupon the undersigned will give continuous attention to the work as directed, to the end and with the intent that the work shall be completed within such reasonable time or times, as the case may be, as the Department may prescribe.
- C. The Department reserves the right to stop the work covered by this proposal and the contract at any time that the Department deems the successful bidder to be unable or incapable of performing the work to the satisfaction of the Department and in the event of such cessation of work, the Department shall have the right to arrange for the completion of the work in such manner as the Department may deem advisable and if the cost thereof exceeds the amount of the bid, the successful bidder and its surety be liable to the State of New York for any excess cost on account thereof.
- D. Each bidder is under an affirmative duty to be informed by personal examination of the specifications and location of the proposed work and by such other means as it may select, of character, quality, and extent of work to be performed and the conditions under which the contract is to be executed.
- E. The Department of Health will make no allowances or concession to a bidder for any alleged misunderstanding or deception because of quantity, quality, character, location or other conditions.
- F. The bid price is to cover the cost of furnishing all of the said services, materials, equipment, and labor to the satisfaction of the Department of Health and the performance of all work set forth in said specifications.
- G. The successful bidder will be required to complete the entire work, or any part thereof as the case may be, to the satisfaction of the Department of

Health in strict accordance with the specifications and pursuant to a contract therefore.

H. Contractor will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.

I. Non-Collusive Bidding

By submission of this proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

- a. The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
- c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTE: Chapter 675 of the Laws of New York for 1966 provides that every bid made to the state or any public department, agency or official thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the foregoing statement subscribed by the bidder and affirmed by such bidder as true under penalties of perjury.

A bid shall not be considered for award nor shall any award be made where (a), (b) and (c) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a), (b) and (c) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid is made or its designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder has published price lists, rates, or tariffs covering items being procured, has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same price being bid, does not constitute, without more, a disclosure within the meaning of the above quoted certification.

Any bid made to the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods, sold or to be sold, where competitive bidding is required by statute, rule or regulation and where such bid contains the certification set forth above shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

- J. A bidder may be disqualified from receiving awards if such bidder or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its or its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- K. The Department reserves the right to make awards within ninety (90) days after the date of the bid opening, during which period bids shall not be withdrawn unless the bidder distinctly states in the bid that acceptance thereof must be made within a shorter specified time.
- L. **Work for Hire Contract**  
Any contract entered into resultant from this request for proposal will be considered a "Work for Hire Contract." The Department will be the sole owner of all source code and any software which is developed or included in the application software provided to the Department as a part of this contract.
- M. **Technology Purchases Notification --** The following provisions apply if this Request for Proposal (RFP) seeks proposals for "Technology"
  - 1. For the purposes of this policy, "technology" applies to all services and commodities, voice/data/video and/or any related requirement, major software acquisitions, systems modifications or upgrades, etc., that result in a technical method of achieving a practical purpose or in improvements of productivity. The purchase can be as simple as an order for new or replacement personal computers, or for a consultant to design a new system, or as complex as a major systems improvement or innovation that changes how an agency conducts its business practices.

2. If this RFP results in procurement of software over \$20,000, or of other technology over \$50,000, or where the department determines that the potential exists for coordinating purchases among State agencies and/or the purchase may be of interest to one or more other State agencies, PRIOR TO AWARD SELECTION, this RFP and all responses thereto are subject to review by the New York State Office for Technology.
3. Any contract entered into pursuant to an award of this RFP shall contain a provision which extends the terms and conditions of such contract to any other State agency in New York. Incorporation of this RFP into the resulting contract also incorporates this provision in the contract.
4. The responses to this RFP must include a solution to effectively handle the turn of the century issues related to the change from the year 1999 to 2000.

N. YEAR 2000 WARRANTY

1. Definitions

For purposes of this warranty, the following definitions shall apply:

- a. Product shall include, without limitation: any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein which perform any date/time data recognition function, calculation, comparing or sequencing. Where services are being furnished, e.g. consulting, systems integration, code or data conversion or data entry, the term Product shall include resulting deliverables.
- b. Vendor's Product shall include all Product delivered under this Agreement by Vendor other than Third Party Product.
- c. Third Party Product shall include products manufactured or developed by a corporate entity independent from Vendor and provided by Vendor on a non-exclusive licensing or other distribution Agreement with the third party manufacturer. Third Party Product does not include product where Vendor is: a) corporate subsidiary or affiliate of the third party manufacturer/developer; and/or b) the exclusive re-seller or distributor of product manufactured or developed by said corporate entity.

## 2. Warranty Disclosure

At the time of bid, Product order or Product quote, Vendor is required to disclose the following information in writing to Authorized User:

- a. For Vendor Product and for Products (including, but not limited to, Vendor and/or Third Party Products and/or Authorized User's Installed Product) which have been specified to perform as a system: Compliance or non-compliance of the Products individually or as a system with the Warranty Statement set forth below; and
- b. For Third Party Product Not Specified as Part of a System: Third Party Manufacturer's statement of compliance or non-compliance of any Third Party Product being delivered with Third Party Manufacturer/Developer's Year 2000 warranty. If such Third Party Product is represented by Third Party Manufacturer/Developer as compliant with Third Party Manufacturer/Developer's Year 2000 Warranty, Vendor shall pass through said third party warranty from the third party manufacturer to the Authorized User but shall not be liable for the testing or verification of Third Party's compliance statement.

An absence or failure to furnish the required written warranty disclosure shall be deemed a statement of compliance of the product(s) or system(s) in question with the year 2000 warranty statement set forth below.

## 3. Warranty Statement

Year 2000 warranty compliance shall be defined in accordance with the following warranty statement:

Vendor warrants that Product(s) furnished pursuant to this Agreement shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, including leap year calculations. Where a purchase requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

In the event of any breach of this warranty, Vendor shall restore the Product to the same level of performance as warranted herein, or repair or replace the Product with conforming Product so as to minimize interruption to Authorized User's ongoing business processes, time being of the essence, at Vendor's sole cost and

expense. This warranty does not extend to correction of Authorized User's errors in data entry or data conversion.

This warranty shall survive beyond termination or expiration of the Agreement.

Nothing in this warranty shall be construed to limit any rights or remedies otherwise available under this Agreement.

- O. No Subcontracting  
Subcontracting by the contractor shall not be permitted except by prior written approval and knowledge of the Department of Health.
- P. Superintendence by Contractor  
The Contractor shall have a representative to provide supervision of the work which Contractor employees are performing to ensure complete and satisfactory performance with the terms of the Contract. This representative shall also be authorized to receive and put into effect promptly all orders, directions and instructions from the Department of Health. A confirmation in writing of such orders or directions will be given by the Department when so requested from the Contractor.
- Q. Sufficiency of Personnel and Equipment  
If the Department of Health is of the opinion that the services required by the specifications cannot satisfactorily be performed because of insufficiency of personnel, the Department shall have the authority to require the Contractor to use such additional personnel, to take such steps necessary to perform the services satisfactorily at no additional cost to the State.
- R. Experience Requirements  
The Contractor shall submit evidence to the satisfaction of the Department that it possesses the necessary experience and qualifications to perform the type of services required under this contract and must show that it is currently performing similar services. The Contractor shall submit at least two references to substantiate these qualifications.
- S. Contract Amendments  
This agreement may be amended by written agreement signed by the parties and subject to the laws and regulations of the State pertaining to contract amendments. This agreement may not be amended orally.

The contractor shall not make any changes in the scope of work as outlined herein at any time without prior authorization in writing from the Department of Health and without prior approval in writing of the amount of compensation for such changes.

T. Provisions Upon Default

1. In the event that the Contractor, through any cause, fails to perform any of the terms, covenants or promises of this agreement, the Department acting for and on behalf of the State, shall thereupon have the right to terminate this agreement by giving notice in writing of the fact and date of such termination to the Contractor
2. If, in the judgement of the Department of Health, the Contractor acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department acting on behalf of the State, shall thereupon have the right to terminate this agreement by giving notice in writing of the fact and date of such termination to the Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the judgement of the State Comptroller, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller.

U. Termination Provision

Upon termination of this agreement, the following shall occur:

1. Contractor shall make available to the State for examination all data, records and reports relating to this Contract; and
2. Except as otherwise provided in the Contract, the liability of the State for payments to the Contractor and the liability of the Contractor for services hereunder shall cease.

V. Conflicts

If, in the opinion of the Department of Health, (1) the specifications conflict, or (2) if the specifications are not clear as to (a) the method of performing any part of the work, or as to (b) the types of materials or equipment necessary, or as to (c) the work required to be done in every such situation, the Contractor shall be deemed to have based his bid upon performing the work and furnishing materials or equipment in the most inexpensive and efficient manner. If such conflicts and/or ambiguities arise, the Department of Health will furnish the Contractor supplementary information showing the manner in which the work is to be performed and the type or types of material or equipment that shall be used.

W. MINORITY AND WOMEN OWNED BUSINESS POLICY STATEMENT

The New York State Department of Health recognizes the need to take

affirmative action to ensure that Minority and Women Owned Business Enterprises are given the opportunity to participate in the performance of the Department of Health's contracting program. This opportunity for full participation in our free enterprise system by traditionally, socially and economically disadvantaged persons is essential to obtain social and economic equality and improve the functioning of the State economy.

It is the intention of the New York State Department of Health to fully execute the mandate of Executive Law, Article 15-A and provide Minority and Women Owned Business Enterprises with equal opportunity to bid on contracts awarded by this agency in accordance with the State Finance Law.

To implement this affirmative action policy statement, the contractor agrees to file with the Department of Health within 10 days of notice of award, a staffing plan of the anticipated work force to be utilized on this contract or, where required, information on the contractor's total work force, including apprentices, broken down by specified ethnic background, gender, and Federal occupational categories or other appropriate categories specified by the Department. The form of the staffing plan shall be supplied by the Department.

After an award of this contract, the contractor agrees to submit to the Department a work force utilization report, in a form and manner required by the Department, of the work force actually utilized on this contract, broken down by specified ethnic background, gender and Federal occupational categories or other appropriate categories specified by the Department.

#### X. Contract Insurance Requirements

1. The successful bidder must without expense to the State procure and maintain, until final acceptance by the Department of Health of the work covered by this proposal and the contract, insurance of the kinds and in the amounts hereinafter provided, in insurance companies authorized to do such business in the State of New York covering all operations under this proposal and the contract, whether performed by it or by subcontractors. Before commencing the work, the successful bidder shall furnish to the Department of Health a certificate or certificates, in a form satisfactory to the Department, showing that it has complied with the requirements of this section, which certificate or certificates shall state that the policies shall not be changed or canceled until thirty days written notice has been given to the Department. The kinds and amounts of required insurance are:
  - a. A policy covering the obligations of the successful bidder in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Workers' Compensation Law, and the

contract shall be void and of no effect unless the successful bidder procures such policy and maintains it until acceptance of the work (reference Appendix E).

- b. Policies of Bodily Injury Liability and Property Damage Liability Insurance of the types hereinafter specified, each within limits of not less than \$500,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by one person in any one occurrence, and subject to that limit for that person, not less than \$1,000,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by two or more persons in any one occurrence, and not less than \$500,000 for damages arising out of damage to or destruction of property during any single occurrence and not less than \$1,000,000 aggregate for damages arising out of damage to or destruction of property during the policy period.
  - i. Contractor's Liability Insurance issued to and covering the liability of the successful bidder with respect to all work performed by it under this proposal and the contract.
  - ii. Protective Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.
  - iii. Automobile Liability Insurance issued to and covering the liability of the People of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder or by its subcontractors, including omissions and supervisory acts of the State.

Y. Certification Regarding Debarment and Suspension

Regulations of the Department of Health and Human Services, located at Part 76 of Title 45 of the Code of Federal Regulations (CFR), implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities. Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. Executive Order 12689 extends the debarment and suspension policy to procurement activities of the federal government. A person who is debarred or suspended by a federal agency is excluded from federal financial and non-financial assistance and

benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from Medicare and State health care program participation on or after August 25, 1995), and the Department of Health must require its prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

1. APPENDIX B TO PART 76-CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

- a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- d. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered Transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of

those regulations.

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of parties Excluded from Federal Procurement and Non-procurement Programs.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
  - a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily exclude from participation in this transaction by any Federal department agency.
  - b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Z. Confidentiality Clauses

1. Any materials, articles, papers, etc., developed by the CONTRACTOR under or in the course of performing this AGREEMENT shall contain the following, or similar acknowledgment: "Funded by the New York State Department of Health". Any such materials must be reviewed and approved by the STATE for conformity with the policies and guidelines for the New York State Department of Health prior to dissemination and/or publication. It is agreed that such review will be conducted in an expeditious manner. Should the review result in any unresolved disagreements regarding content, the CONTRACTOR shall be free to publish in scholarly journals along with a disclaimer that the views within the Article or the policies reflected are not necessarily those of the New York State Department of Health. The Department reserves the right to disallow funding for any educational materials not approved through its review process.
2. Any publishable or otherwise reproducible material developed under or in the course of performing this AGREEMENT, dealing with any aspect of performance under this AGREEMENT, or of the results and accomplishments attained in such performance, shall be the sole and exclusive property of the STATE, and shall not be published or otherwise disseminated by the CONTRACTOR to any other party unless prior written approval is secured from the STATE or under circumstances as indicated in paragraph 1 above. Any and all net proceeds obtained by the CONTRACTOR resulting from any such publication shall belong to and be paid over to the STATE. The STATE shall have a perpetual royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any such material for governmental purposes.

3. No report, document or other data produced in whole or in part with the funds provided under this AGREEMENT may be copyrighted by the CONTRACTOR or any of its employees, nor shall any notice of copyright be registered by the CONTRACTOR or any of its employees in connection with any report, document or other data developed pursuant to this AGREEMENT.
4. All reports, data sheets, documents, etc. generated under this contract shall be the sole and exclusive property of the Department of Health. Upon completion or termination of this AGREEMENT the CONTRACTOR shall deliver to the Department of Health upon its demand all copies of materials relating to or pertaining to this AGREEMENT. The CONTRACTOR shall have no right to disclose or use any of such material and documentation for any purpose whatsoever, without the prior written approval of the Department of Health or its authorized agents.
5. The CONTRACTOR, its officers, agents and employees and subcontractors shall treat all information, which is obtained by it through its performance under this AGREEMENT, as confidential information to the extent required by the laws and regulations of the United States and laws and regulations of the State of New York.
6. All subcontracts shall contain provisions specifying:
  - a. that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, and
  - b. that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the AGREEMENT between the STATE and the CONTRACTOR.

AA. Provision Related to Consultant Disclosure Legislation

1. If this contract is for the provision of consulting services as defined in Subdivision 17 of Section 8 of the State Finance Law, the CONTRACTOR shall submit a "State Consultant Services Form B, Contractor's Annual Employment Report" no later than May 15<sup>th</sup> following the end of each state fiscal year included in this contract term. This report must be submitted to:
  - a. The NYS Department of Health, at the STATE's designated payment office address included in this AGREEMENT; and

- b. The NYS Office of the State Comptroller, Bureau of Contracts, 110 State Street, 11<sup>th</sup> Floor, Albany NY 12236 ATTN: Consultant Reporting - or via fax at (518) 474-8030 or (518) 473-8808; and
- c. The NYS Department of Civil Service, Alfred E. Smith Office Building, Albany NY 12239, ATTN: Consultant Reporting.

BB. Provisions Related to New York State Procurement Lobbying Law

- 1. The STATE reserves the right to terminate this AGREEMENT in the event it is found that the certification filed by the CONTRACTOR in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the STATE may exercise its termination right by providing written notification to the CONTRACTOR in accordance with the written notification terms of this AGREEMENT.

CC. Provisions Related to New York State Information Security Breach and Notification Act

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

DD. Lead Guidelines

All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

## Appendix G

### NOTICES

All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (a) via certified or registered United States mail, return receipt requested;
- (b) by facsimile transmission;
- (c) by personal delivery;
- (d) by expedited delivery service; or
- (e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

#### **State of New York Department of Health**

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

#### **[Insert Contractor Name]**

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this AGREEMENT by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representative for the purposes of receiving notices under this AGREEMENT. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems, and/or for dispute resolution.

## Appendix H

for CONTRACTOR that uses or discloses individually identifiable health information on behalf of a New York State Department of Health HIPAA-Covered Program

- I. Definitions. For purposes of this Appendix H of this AGREEMENT:
  - A. “Business Associate” shall mean CONTRACTOR.
  - B. “Covered Program” shall mean the STATE.
  - C. Other terms used, but not otherwise defined, in this AGREEMENT shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and implementing regulations, including those at 45 CFR Parts 160 and 164.
- II. Obligations and Activities of Business Associate:
  - A. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this AGREEMENT or as Required By Law.
  - B. Business Associate agrees to use the appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this AGREEMENT.
  - C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this AGREEMENT.
  - D. Business Associate agrees to report to Covered Program as soon as reasonably practicable any use or disclosure of the Protected Health Information not provided for by this AGREEMENT of which it becomes aware. Business Associate also agrees to report to Covered Program any Breach of Unsecured Protected Health Information of which it becomes aware. Such report shall include, to the extent possible:
    1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
    2. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
    3. Any steps individuals should take to protect themselves from potential harm resulting from the breach;
    4. A description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
    5. Contact procedures for Covered Program to ask questions or learn additional information.
  - E. Business Associate agrees to ensure that any agent, including a subcontractor, to

whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Program agrees to the same restrictions and conditions that apply through this AGREEMENT to Business Associate with respect to such information.

- F. Business Associate agrees to provide access, at the request of Covered Program, and in the time and manner designated by Covered Program, to Protected Health Information in a Designated Record Set, to Covered Program in order for Covered Program to comply with 45 CFR § 164.524.
  - G. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Program directs in order for Covered Program to comply with 45 CFR § 164.526.
  - H. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Program available to Covered Program, or to the Secretary of the federal Department of Health and Human Services, in a time and manner designated by Covered Program or the Secretary, for purposes of the Secretary determining Covered Program's compliance with HIPAA, HITECH and 45 CFR Parts 160 and 164.
  - I. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
  - J. Business Associate agrees to provide to Covered Program, in time and manner designated by Covered Program, information collected in accordance with this AGREEMENT, to permit Covered Program to comply with 45 CFR § 164.528.
  - K. Business Associate agrees to comply with the security standards for the protection of electronic protected health information in 45 CFR § 164.308, 45 CFR § 164.310, 45 CFR § 164.312 and 45 CFR § 164.316.
- III. Permitted Uses and Disclosures by Business Associate
- A. Except as otherwise limited in this AGREEMENT, Business Associate may only use or disclose Protected Health Information as necessary to perform functions, activities, or services for, or on behalf of, Covered Program as specified in this AGREEMENT.
  - B. Business Associate may use Protected Health Information for the proper management and administration of Business Associate.
  - C. Business Associate may disclose Protected Health Information as Required By Law.
- IV. Term and Termination
- A. This AGREEMENT shall be effective for the term as specified on the cover page of this AGREEMENT, after which time all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by

Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program; provided that, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Appendix H of this AGREEMENT.

- B. Termination for Cause. Upon Covered Program's knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for Business Associate to cure the breach and end the violation or may terminate this AGREEMENT if Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or Covered Program may immediately terminate this AGREEMENT if Business Associate has breached a material term of this AGREEMENT and cure is not possible.
- C. Effect of Termination.
  - 1. Except as provided in paragraph (c)(2) below, upon termination of this AGREEMENT, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Program, or created or received by Business Associate on behalf of Covered Program. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
  - 2. In the event that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Program notification of the conditions that make return or destruction infeasible. Upon mutual agreement of Business Associate and Covered Program that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this AGREEMENT to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

V. Violations

- A. Any violation of this AGREEMENT may cause irreparable harm to the STATE. Therefore, the STATE may seek any legal remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.
- B. Business Associate shall indemnify and hold the STATE harmless against all claims and costs resulting from acts/omissions of Business Associate in connection with Business Associate's obligations under this AGREEMENT. Business Associate shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and save harmless the STATE from suits, actions, damages and costs, of every name and description relating to breach notification required by 45 CFR Part 164 Subpart D, or State Technology Law § 208, caused by any intentional act or negligence of Business Associate, its agents, employees, partners or subcontractors, without limitation; provided,

however, that Business Associate shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the STATE.

VI. Miscellaneous

- A. Regulatory References. A reference in this AGREEMENT to a section in the Code of Federal Regulations means the section as in effect or as amended, and for which compliance is required.
- B. Amendment. Business Associate and Covered Program agree to take such action as is necessary to amend this AGREEMENT from time to time as is necessary for Covered Program to comply with the requirements of HIPAA, HITECH and 45 CFR Parts 160 and 164.
- C. Survival. The respective rights and obligations of Business Associate under (IV)(C) of this Appendix H of this AGREEMENT shall survive the termination of this AGREEMENT.
- D. Interpretation. Any ambiguity in this AGREEMENT shall be resolved in favor of a meaning that permits Covered Program to comply with HIPAA, HITECH and 45 CFR Parts 160 and 164.
- E. HIV/AIDS. If HIV/AIDS information is to be disclosed under this AGREEMENT, Business Associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F.

**Agency Code 12000  
APPENDIX X**

Contract Number: \_\_\_\_\_ Contractor: \_\_\_\_\_

Amendment Number X-\_\_\_\_\_

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through NYS Department of Health, having its principal office at Albany, New York, (hereinafter referred to as the STATE), and \_\_\_\_\_ (hereinafter referred to as the CONTRACTOR), for amendment of this contract.

This amendment makes the following changes to the contract (check all that apply):

- \_\_\_\_\_ Modifies the contract period at no additional cost
- \_\_\_\_\_ Modifies the contract period at additional cost
- \_\_\_\_\_ Modifies the budget or payment terms
- \_\_\_\_\_ Modifies the Work Plan or deliverables
- \_\_\_\_\_ Replaces appendix(es) \_\_\_\_\_ with the attached appendix(es) \_\_\_\_\_
- \_\_\_\_\_ Adds the attached appendix(es) \_\_\_\_\_
- \_\_\_\_\_ Other: (describe) \_\_\_\_\_

This amendment *is* / *is not* a contract renewal as allowed for in the existing contract.

All other provisions of said AGREEMENT shall remain in full force and effect.

Prior to this amendment, the contract value and period were:

\$ \_\_\_\_\_ From \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
(Value before amendment) (Initial start date)

This amendment provides the following modification (complete only items being modified):

\$ \_\_\_\_\_ From \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_

This will result in new contract terms of:

\$ \_\_\_\_\_ From \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
(All years thus far combined) (Initial start date)  
(Amendment end date)



ATTACHMENT'S 7 and 8

N.Y.S Taxation and Finance  
Contractor Certification Form ST-220TD

AND

N.Y.S Taxation and Finance  
Contractor Certification Form ST-220CA



# Contractor Certification

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

# ST-220-TD

(5/07)

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

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

## General information

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

All sections must be completed including all fields on the top of this page, all sections on page 2, Schedule A on page 3, if applicable, and Individual, Corporation, Partnership, or LLC Acknowledgement on page 4. If you do not complete these areas, the form will be returned to you for completion.

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

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

Mail completed form to:

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

## Privacy notification

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

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

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

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

This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227.

## Need help?



**Internet access:** [www.nystax.gov](http://www.nystax.gov)  
(for information, forms, and publications)



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



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

To order forms and publications: 1 800 462-8100

**Sales Tax Information Center:** 1 800 698-2909

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

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



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

I, \_\_\_\_\_, hereby affirm, under penalty of perjury, that I am \_\_\_\_\_  
(name) (title)  
of the above-named contractor, and that I am authorized to make this certification on behalf of such contractor.

**Complete Sections 1, 2, and 3 below. Make only one entry in each section.**

**Section 1 — Contractor registration status**

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

**Section 2 — Affiliate registration status**

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

**Section 3 — Subcontractor registration status**

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

Sworn to this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
(sign before a notary public)

\_\_\_\_\_  
(title)







# Contractor Certification to Covered Agency

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

# ST-220-CA

(6/06)

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

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

I, \_\_\_\_\_, hereby affirm, under penalty of perjury, that I am \_\_\_\_\_

(name)

(title)

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

(Mark an X in only one box)

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

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

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

Sworn to this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

(sign before a notary public)

(title)

## Instructions

### General information

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

If you have questions, please call our information center at 1 800 698-2931.

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

### When to complete this form

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

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

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

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

On the \_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_, before me personally appeared \_\_\_\_\_,
known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that
\_he resides at \_\_\_\_\_,
Town of \_\_\_\_\_,
County of \_\_\_\_\_,
State of \_\_\_\_\_; and further that:

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

- (If an individual): \_he executed the foregoing instrument in his/her name and on his/her own behalf.
(If a corporation): \_he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, \_he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
(If a partnership): \_he is a \_\_\_\_\_ of \_\_\_\_\_, the partnership described in said instrument; that, by the terms of said partnership, \_he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
(If a limited liability company): \_he is a duly authorized member of \_\_\_\_\_, LLC, the limited liability company described in said instrument; that \_he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

Registration No.

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).
This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.
Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.
Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.
This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

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## ATTACHMENT'S 9 and 10

- 9.** State Consultant Services Form A, Contractor's Planned Employment from Contract Start Date through End of Contract Term
  
- 10.** State Consultant Services Form B, Contractor's Annual Employment Report

**Instructions**  
State Consultant Services  
Form A: Contractor's Planned Employment  
And  
Form B: Contractor's Annual Employment Report

Form A: This report must be completed before work begins on a contract. Typically it is completed as a part of the original bid proposal. The report is submitted only to the soliciting agency who will in turn submit the report to the NYS Office of the State Comptroller.

Form B: This report must be completed annually for the period April 1 through March 31. The report must be submitted by May 15<sup>th</sup> of each year to the following three addresses:

1. the designated payment office (DPO) outlined in the consulting contract.
2. NYS Office of the State Comptroller  
Bureau of Contracts  
110 State Street, 11<sup>th</sup> Floor  
Albany, NY 12236  
Attn: Consultant Reporting  
or via fax to –  
(518) 474-8030 or (518) 473-8808
3. NYS Department of Civil Service  
Alfred E. Smith Office Building  
Albany, NY 12239  
Attn: Consultant Reporting

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

**Employment Category:** the specific occupation(s), as listed in the O\*NET occupational classification system, which best describe the employees providing services under the contract. Access the O\*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at [online.onetcenter.org](http://online.onetcenter.org) to find a list of occupations.)

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

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

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

State Consultant Services  
**FORM A**

**OSC Use Only**  
Reporting Code:  
Category Code:  
Date Contract Approved:

Contractor's Planned Employment  
From Contract Start Date through End of Contract Term

New York State Department of Health Contractor Name:	Agency Code 12000 Contract Number:
Contract Start Date:    /    / /	Contract End Date:    /    /

Employment Category	Number of Employees	Number of Hours to be Worked	Amount Payable Under the Contract
---------------------	------------------------	------------------------------------	---

Totals this page:	0	0	\$ 0.00
Grand Total:	0	0	\$ 0.00

Name of person who prepared this report:

Title:

Phone #:

Preparer's signature:

Date Prepared:    /    /

Page        of  
(use additional pages if necessary)

State Consultant Services  
**FORM B**

**OSC Use Only**  
Reporting Code:  
Category Code:

Contractor's Annual Employment Report  
Report Period: April 1, \_\_\_\_ to March 31, \_\_\_\_

New York State Department of Health	Agency Code 12000
Contract Number:	
Contract Start Date:     /     /	Contract End Date:     /     /
Contractor Name:	
Contractor Address:	
Description of Services Being Provided:	

Scope of Contract (Chose one that best fits):

- |                        |                        |                      |
|------------------------|------------------------|----------------------|
| Analysis               | Evaluation             | Research             |
| Training               | Data Processing        | Computer Programming |
| Other IT Consulting    | Engineering            | Architect Services   |
| Surveying              | Environmental Services | Health Services      |
| Mental Health Services | Accounting             | Auditing             |
| Paralegal              | Legal                  | Other Consulting     |

Employment Category	Number of Employees	Number of Hours to be Worked	Amount Payable Under the Contract
---------------------	---------------------	------------------------------	-----------------------------------

Totals this page:	0	0	\$ 0.00
Grand Total:	0	0	\$ 0.00

Name of person who prepared this report:  
Title: \_\_\_\_\_ Phone #: \_\_\_\_\_

Preparer's signature:  
Date Prepared:     /     /

Page     of  
(use additional pages if necessary)

# ATTACHMENT 11

## Vendor Responsibility Attestation

To comply with the Vendor Responsibility Requirements outlined in Section E, Administrative, 8. Vendor Responsibility Questionnaire, I hereby certify:

**Choose one:**

- An on-line Vendor Responsibility Questionnaire has been updated or created at OSC's website: <https://portal.osc.state.ny.us> within the last six months.
  
- A hard copy Vendor Responsibility Questionnaire is included with this proposal/bid and is dated within the last six months.
  
- A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental entities, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

Signature of Organization Official: \_\_\_\_\_

Print/type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**ATTACHMENT 12**  
**New York State Department of Health**  
**M/WBE Utilization Plan**

The following forms are required to maintain maximum participation in M/WBE procurement and contracting:

1. Bidders Proposed M/WBE Utilization Form
2. Minority Owned Business Enterprise Information
3. Women Owned Business Enterprise Information
4. M/WBE Utilization Form
5. M/WBE Letter of Intent to Participate
6. M/WBE Staffing Plan

**New York State Department of Health**  
**BIDDERS PROPOSED M/WBE UTILIZATION PLAN**

<b>Bidder Name:</b>	
<b>RFP Title:</b>	<b>RFP Number</b>

**Description of Plan to Meet M/WBE Goals**

**PROJECTED M/WBE USAGE**

	%	Amount
1. Total Dollar Value of Proposal Bid	100	\$
2. MBE Goal Applied to the Contract		\$
3. WBE Goal Applied to the Contract		\$
4. M/WBE Combined Totals		\$

**New York State Department of Health**

**MINORITY OWNED BUSINESS ENTERPRISE (MBE) INFORMATION**

In order to achieve the MBE Goals, bidder expects to subcontract with New York State certified MINORITY-OWNED entities as follows:

<b>MBE Firm (Exactly as Registered)</b>	<b>Description of Work (Products/Services) [MBE]</b>	<b>Projected MBE Dollar Amount</b>
<b>Name</b>  <b>Address</b>  <b>City, State, ZIP</b>  <b>Employer I.D.</b>  <b>Telephone Number</b> ( ) -		<b>\$</b> _____
<b>Name</b>  <b>Address</b>  <b>City, State, ZIP</b>  <b>Employer I.D.</b>  <b>Telephone Number</b> ( ) -		<b>\$</b> _____
<b>Name</b>  <b>Address</b>  <b>City, State, ZIP</b>  <b>Employer I.D.</b>  <b>Telephone Number</b> ( ) -		<b>\$</b> _____

**New York State Department of Health**

**WOMEN OWNED BUSINESS ENTERPRISE (WBE) INFORMATION**

In order to achieve the WBE Goals, bidder expects to subcontract with New York State certified WOMEN-OWNED entities as follows:

<b>WBE Firm (Exactly as Registered)</b>	<b>Description of Work (Products/Services) [WBE]</b>	<b>Projected WBE Dollar Amount</b>
<b>Name</b>  <b>Address</b>  <b>City, State, ZIP</b>  <b>Employer I.D.</b>  <b>Telephone Number</b> ( ) -		\$ _____
<b>Name</b>  <b>Address</b>  <b>City, State, ZIP</b>  <b>Employer I.D.</b>  <b>Telephone Number</b> ( ) -		\$ _____
<b>Name</b>  <b>Address</b>  <b>City, State, ZIP</b>  <b>Employer I.D.</b>  <b>Telephone Number</b> ( ) -		\$ _____

**New York State Department of Health  
M/WBE UTILIZATION FORM**

Agency Contract: \_\_\_\_\_

Telephone: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Dollar Value: \_\_\_\_\_

Date Bid: \_\_\_\_\_ Date Let: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Contract Awardee/Recipient: \_\_\_\_\_

Name

Address

Telephone

Description of Contract/Project

Location: \_\_\_\_\_

Subcontractors Purchase with Majority Vendors:

Participation Goals Anticipated: \_\_\_\_\_ % MBE \_\_\_\_\_ % WBE

Participation Goals Achieved: \_\_\_\_\_ % MBE \_\_\_\_\_ % WBE

Subcontractors/Suppliers:

Firm Name and City	Description of Work	Dollar Value	Date of Subcontract	Identify if MBE or WBE or NYS Certified

**Contractor's Agreement: My firm proposes to use the MBEs listed on this form**

Prepared By: (Signature of Contractor)	Print Contractor's Name:	Telephone #:	Date:
Grant Recipient Affirmative Action Officer Signature (If applicable):			

**FOR OFFICE USE ONLY**

Reviewed: By:	Date:
M/WBE Firms Certified: _____	Not Certified: _____
CBO: _____	MCBO: _____

**New York State Department of Health**

**MWBE ONLY**

**MWBE SUBCONTRACTORS AND SUPPLIERS  
LETTER OF INTENT TO PARTICIPATE**

To: \_\_\_\_\_ Federal ID Number: \_\_\_\_\_  
(Name of Contractor)

Proposal/Contract Number: \_\_\_\_\_

Contract Scope of Work: \_\_\_\_\_

---

The undersigned intends to perform services or provide material, supplies or equipment as: \_\_\_\_\_

Name of MWBE: \_\_\_\_\_

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

Federal ID Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Designation:

- MBE - Subcontractor
- WBE - Subcontractor
- MBE - Supplier
- WBE - Supplier

Joint venture with:

Name: \_\_\_\_\_

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

Fed ID Number: \_\_\_\_\_

MBE

WBE

Are you New York State Certified MWBE? \_\_\_\_\_ Yes \_\_\_\_\_ No

The undersigned is prepared to perform the following work or services or supply the following materials, supplies or equipment in connection with the above proposal/contract. (Specify in detail the particular items of work or services to be performed or the materials to be supplied):

---

---

---

at the following price: \$ \_\_\_\_\_

The contractor proposes, and the undersigned agrees to, the following beginning and completion dates for such work.

Date Proposal/Contract to be started: \_\_\_\_\_

Date Proposal/Contract to be Completed: \_\_\_\_\_

Date Supplies ordered: \_\_\_\_\_ Delivery Date: \_\_\_\_\_

The above work will not further subcontracted without the express written permission of the contractor and notification of the Office. The undersigned will enter into a formal agreement for the above work with the contractor ONLY upon the Contractor's execution of a contract with the Office.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of M/WBE Contractor

Printed/Typed Name of M/WBE Contractor \_\_\_\_\_

**INSTRUCTIONS FOR M/WBE SUBCONTRACTORS AND SUPPLIERS LETTER OF  
INTENT TO PARTICIPATE**

This form is to be submitted with bid attached to the Subcontractor's Information Form in a sealed envelope for each certified Minority or Women-Owned Business enterprise the Bidder/Awardee/Contractor proposes to utilize as subcontractors, service providers or suppliers.

If the MBE or WBE proposed for portion of this proposal/contract is part of a joint or other temporarily-formed business entity of independent business entities, the name and address of the joint venture or temporarily-formed business should be indicated.

**New York State Department of Health  
M/WBE STAFFING PLAN**

Check applicable categories:     Project Staff     Consultants  
     Subcontractors

Contractor  
Name \_\_\_\_\_

Address  
\_\_\_\_\_  
\_\_\_\_\_

	Total	Male	Female	Black	Hispanic	Asian/ Pacific Islander	Other
<b>STAFF</b>							
<b>Administrators</b>							
<b>Managers/Supervisors</b>							
<b>Professionals</b>							
<b>Technicians</b>							
<b>Clerical</b>							
<b>Craft/Maintenance</b>							
<b>Operatives</b>							
<b>Laborers</b>							
<b>Public Assistance Recipients</b>							
<b>TOTAL</b>							

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
Date

**ATTACHMENT 13**

**Training Course Descriptions By Type**

**CATEGORY A: Convert Existing Training Curricula to Online, Self-Paced Learning Tutorials and/or Web-Based Training**

**23 TOPICS DESIGNATED: FORMAT FOR DISTANCE LEARNING**

Course	Course Description <b><i>Cultural Diversity</i></b>	Target Audience	Length Type 1
<p><b>1. CD-1 Cultural Diversity: Linguistic Differences</b></p> <p><b>2. CD-2 Cultural Diversity: Cultural Approaches and Practices</b></p> <p><b>(Format for Distance Learning)</b></p>	<p>Purpose: The purpose of this course is to provide early intervention service providers and other EI stakeholders with an understanding of cultural and linguistic differences and similarities among the diverse populations that need early intervention services.</p> <p>Learning Outcomes: Participants of these two training topics will learn about cultural customs/practices and how to effectively and sensitively interact with diverse families when communicating and coordinating early intervention services.</p> <p>CD-1 Cultural Diversity: Linguistic Differences will include but not be limited to:</p> <ul style="list-style-type: none"> <li>• The language and cultural issues related to IFSP objectives</li> <li>• The interrelationship between culture and communication</li> <li>• The role of translator/interpreter in developing the IFSP</li> <li>• Strategies for working with families from various cultural and/or linguistic groups</li> </ul> <p>CD-2 Cultural Diversity: Cultural Approaches and Practices will include but not be limited to:</p> <ul style="list-style-type: none"> <li>• What cultural competence is</li> <li>• The rationale for studying diversity</li> <li>• Diverse lifestyles and different coping strategies which must be respected</li> <li>• How a system/organization or program can strive towards cultural competence in relating to families during the evaluation process</li> </ul>	<p>Service Providers, Approved Evaluators, Undergraduate and Graduate Students</p>	<p>Topics are each 2 to 4 hours</p>

Course	Course Description <i>Use of Clinical Practice Guidelines</i>	Target Audience	Length Type 1
<p>3. CPG-AU* 4. CPG-CD* 5. CPG-DS* 6. CPG-HL* 7. CPG-MD* 8. CPG-VI*</p> <p><b>Use of Clinical Practice Guidelines</b></p> <p><b>(Format for Distance Learning)</b></p>	<p>Purpose: The purpose of this training course, based on six previously developed PowerPoint presentations, is to provide an overview of the clinical practice guideline development process and to provide evidence-based information on best practices for assessment and intervention for each of six different disorders.</p> <p>Learning Outcomes: Participants will gain an understanding of the guideline development process and the importance of critical review of available research related to assessment and intervention for young children with disabilities. The focus of these training sessions will be on learning about a particular condition (see specific topic area* below) and the recommended techniques for identification, assessment and intervention for young children. Use of an evidence-based approach is intended to help families, service providers, and public officials make informed choices about effective assessment and intervention services for young children with disabilities.</p> <p>*Specific topic areas include: CPG-AU Autism /Pervasive Developmental Disorders CPG-CD Communication Disorders CPG-DS Down Syndrome CPG-HL Hearing Loss CPG-MD Motor Disorders CPG-VI Vision Impairment</p> <p>The overall training course will include:</p> <ul style="list-style-type: none"> <li>• An introduction to the guidelines and the guideline development process (general)</li> <li>• Information on the nature of the disability (for each of the six conditions listed above)</li> <li>• Identification and assessment of young children (for each of the six conditions)</li> <li>• Intervention methods for young children (for each of the six conditions)</li> <li>• Relationship of the clinical practice guideline(s) to Early Intervention Program policy (general)</li> </ul>	<p>Parents, service providers, physicians and primary care providers, municipal early intervention staff, other interested parties.</p>	<p>6 Topics*</p> <p>Each Topic is 2 to 4 hours</p>

Course	Course Description <i><b>Early Intervention Evaluation, Assessment, and Eligibility Determination</b></i>	Target Audience	Length Type 3
<p><b>9. EE-1</b>  <b>Prerequisite:</b>  <b>Early Intervention Evaluation, Assessment, and Eligibility Determination</b>    <b>(Format for Distance Learning)</b></p>	<p>Purpose: The purpose of this training is to provide participants with comprehensive information about the evaluation and ongoing assessment processes in the Early Intervention Program, including the criteria for initial and ongoing eligibility determination.</p> <p>Learning Outcomes: Participants will gain an understanding of the Early Intervention Program evaluation process, including: regulatory requirements pertaining to evaluation, required components of an evaluation, eligibility determination, and terminology related to evaluation. The roles and responsibilities of evaluators, parents, service coordinators and Early Intervention Officials, related to the evaluation process will be discussed. In addition, optional family assessment and ongoing assessment will be defined and discussed. Report writing skills, including provision of meaningful information to families and other team members, will be addressed.</p> <p>The training course will include:</p> <ul style="list-style-type: none"> <li>• Overview of the Evaluation Process</li> <li>• Regulatory Requirements</li> <li>• Roles and Responsibilities</li> <li>• Instruments and Approaches</li> <li>• Evaluation Strategies</li> <li>• Eligibility Determination</li> <li>• Ongoing Assessment</li> <li>• Best Practice Guidelines for Reports</li> </ul>	<p>Service Providers, Approved Evaluators</p>	<p>Prerequisite: 2 to 4 hours</p>

Course	Course Description <i><b>Introduction to the New York State Early Intervention Program and Services</b></i>	Target Audience	Length Type 1
<p><b>10. EI-101 Introduction to the New York State Early Intervention Program and Services</b></p> <p><b>(Format for Distance Learning)</b></p>	<p>Purpose: The purpose of this course is to introduce participants to the New York State Early Intervention Program and services.</p> <p>Learning Outcomes: The training assures that course participants will gain an understanding of the Early Intervention Program including historical background, legislation, program mission, goals, and key provisions with an emphasis on practical information.</p> <p>The course will include:</p> <ul style="list-style-type: none"> <li>• Mission/goals</li> <li>• History/legislation</li> <li>• Organizational chart/structure</li> <li>• Terminology (handout/reference material)</li> <li>• Early Intervention Steps: <ol style="list-style-type: none"> <li>1. Referral</li> <li>2. Initial and Ongoing Service Coordination</li> <li>3. Evaluation</li> <li>4. Developing an Individualized Family Service Plan</li> <li>5. Implementing an Individualized Family Service Plan <ol style="list-style-type: none"> <li>a. Services and Periodic review</li> </ol> </li> <li>6. Transition</li> </ol> </li> <li>• Frequently Asked Questions</li> <li>• Due Process Rights &amp; Procedural Safeguards</li> <li>• Related resources</li> </ul>	All Early Intervention Stakeholders	2 to 4 hours

Course	Course Description <i>Information Sessions for Families</i>	Target Audience	Length Type 1
<p><b>11. ISF-1 Information Sessions for Families: Service Coordination</b></p> <p><b>12. ISF-2 Information Sessions For Families: Transition</b></p> <p><b>13. ISF-2A Information Sessions for Families: Learning Everyday</b></p> <p><b>(Format for Distance Learning)</b></p>	<p>Purpose: The purpose of this training is to assure that course participants will gain an understanding of the Early Intervention Program including historical background, legislation, program mission, goals and key provisions.</p> <p>Learning Outcomes: The <i>Information Sessions For Families</i> course aims to enhance the participant’s awareness of, collaboration, partnership and communication with the Early Intervention Program; help participants understand the philosophy of family centered practice; assist participants to develop a greater understanding of the partnership between parents and Early Intervention service personnel and to help participants recognize the importance of systematic planning for their children’s future needs.</p> <p>Purpose: The purpose of this training is to provide a best practices approach that includes information regarding the legal basis for providing early intervention services for infants and toddlers in “natural learning environments.”</p> <p>Learning outcomes: Describe the legal basis for providing early intervention services for infants and toddlers in “natural learning environments.” Access useful and practical information on how to help children learn within their natural daily routines and play activities. Develop and implement an IFSP that reflects outcomes that are functional for the family and child. Identify specific strategies used to communicate effectively with service providers to ensure effective collaboration.</p> <p>The training course focuses on two major topics and includes a review of relevant early intervention laws and regulations in each:</p> <p>ISF-1 Information Sessions for Families: Service Coordination includes: Initial and Ongoing Service Coordination: information and skill-building activities designed to assist participants to work in partnership with their initial and/or ongoing service coordinator.</p> <ul style="list-style-type: none"> <li>• The Individualized Family Service Plan: information on the process of developing</li> </ul>	<p>Parents/Families , Service Coordinators</p>	<p>Topics are each 2 to 4 hours</p>

	<p>an IFSP</p> <ul style="list-style-type: none"> <li>Selected information relevant to the steps in the NYS Early Intervention Program process including referral, initial and ongoing service coordination, screening/evaluation/family assessment, Individualized Family Service Plan, service delivery models, and transition.</li> </ul> <p>ISF-2 and 2A Information Sessions for Families: Transition/Learning Everyday includes:</p> <ul style="list-style-type: none"> <li>Transition: information on the transition from the Early Intervention Program to services at age three.</li> <li>Procedural Safeguards afforded by the Early Intervention Program.</li> <li>Selected information relevant to the steps in the NYS Early Intervention Program process including referral, initial and ongoing service coordination, screening/evaluation/family assessment, Individualized Family Service Plan, service delivery models, and transition.</li> </ul>		
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Course	Course Description <i><b>The Monitoring Process and Beyond: Strategies for Ensuring Quality and Best Practice</b></i>	Target Audience	Length Type 2
<p><b>14. MP The Monitoring Process and Beyond: Strategies for Ensuring Quality and Best Practice</b></p> <p><b>(Format for Distance Learning)</b></p>	<p>Purpose: The purpose of this training course is to provide an overview of the monitoring process and to familiarize participants with expectations in the development of corrective action plans.</p> <p>Learning Outcomes: Participants will gain an in-depth understanding of DOH regulations and guidance documents, to instruct in development of policies and procedures that comply with DOH standards and regulation. Learn how to respond to an immediate remediation letter. Identify the necessary components required in a corrective action plan (CAP). Develop a plan for continuous quality assurance and improvement.</p> <p>The training course includes how to:</p> <ul style="list-style-type: none"> <li>• find resources such as regulations and guidance documents</li> <li>• develop policies and procedures</li> <li>• identify the steps and procedures in the monitoring process</li> <li>• use self assessment tools</li> <li>• understand the structure of a monitoring report</li> <li>• respond to an immediate remediation</li> <li>• identify the components needed in a corrective action plan</li> <li>• develop a plan for continuous quality assurance and improvement</li> </ul>	<p>Individual providers, agency providers, independent contractors of agencies, approved evaluators, municipal staff, parents, or other interested parties</p>	<p>More than 4 and up to 6 hours</p>

Course	Course Description <i>Natural Environments</i>	Target Audience	Length Type 3
<p><b>15. NE Natural Environments</b></p> <p><b>(Format for Distance Learning)</b></p>	<p>Purpose: The purpose of this training course is to provide participants with the opportunity to explore elements of the “natural environments” approach to providing early intervention services. Specific strategies for integrating therapy into children’s routines will be discussed. An overview of the legal requirements of IDEA Part C regulations at 34 CFR Part 303 will be reviewed.</p> <p>Learning Outcomes: Participants will gain an understanding of the legal requirements and rationale for delivery of early intervention services in natural environments. Key concepts related to the provision of quality early intervention services in natural learning environments will be discussed. Best practices to assist families in identifying routines and activities that are teaching and learning opportunities will be covered. Participants will apply the information to group activities and sample case studies.</p> <p>The training course includes:</p> <ul style="list-style-type: none"> <li>• Overview</li> <li>• Legal Requirements/Key Concepts</li> <li>• Best Practice Approaches</li> <li>• Natural Learning Environments: Enhancing Learning Opportunities</li> <li>• Video</li> <li>• Group Activity</li> <li>• Interventions in Natural Environments <ul style="list-style-type: none"> <li>a. <i>Where’s the Therapy?</i></li> </ul> </li> <li>• Action Plans</li> </ul>	<p>Physicians, Nurses, Providers, Approved Evaluators</p>	<p>More than 6 and up to 8 hours</p>

Course	Course Description	Target Audience	Length Type 1
<p><b>16. RP</b>  <b>Role of Physicians and Other Primary Health Care Providers</b></p> <p><b>(Format for Distance Learning)</b></p>	<p style="text-align: center;"><b><i>Role of Physicians and Other Primary Health Care Providers</i></b></p> <p>Purpose: The purpose of this training is to provide physicians and primary health care providers with succinct information about the Early Intervention Program and its services as they relate to developmental milestones and surveillance, multidisciplinary evaluation and eligibility, referral, and the IFSP.</p> <p>Learning Outcomes: Participants will gain an understanding of the physician/primary health care provider's role in child-find and early intervention referral procedures. They will be able to identify the important strategies for identifying infants and toddlers in need of early intervention services, including developmental surveillance, formal screening, and evaluation. In addition, participants will learn about their role in the early intervention system, including processes for maintaining ongoing involvement as a member of the child/family's early intervention team.</p> <p>The physician/primary health care provider's role within the Early Intervention Program requires involvement in child-find activities, developmental assessment, and collaboration with the IFSP team.</p>	Physicians, Nurses, Providers, Approved Evaluators	2 to 4 hours

Course	Course Description <i><b>Introduction to Service Coordination</b></i>	Target Audience	Length Type 3
<b>17. ISC Introduction to Service Coordination</b>	<p>Purpose: This training course is based on regulatory requirement and is to be used as the official training to approve all Service Coordinators in New York State as referenced in Sec. 69-4.4(b) of the Early Intervention Program Regulations.</p> <p>Learning Outcomes: The Service Coordination training provides participants with information that enables eligible children and their families to receive the rights, procedural safeguards, and services that are authorized under the New York State Early Intervention Program. Service coordination helps families identify and prioritize concerns, assists parents in developing plans and strategies to meet the needs of their children and family units, and strengthens families' competencies and sense of control over life events.</p> <p>The course will include:</p> <ul style="list-style-type: none"> <li>• Service coordination procedures for identifying a child's private or public insurance coverage and for providing information to families about required insurance information and applicable parent protections</li> <li>• Required coordination of evaluation and assessment services</li> <li>• Facilitation of and participation in the development, review, and evaluation of the Individual Family Service Plan (IFSP)</li> <li>• Assistance to families in the identification of service providers</li> <li>• Informing families of advocacy services and procedural safeguards</li> <li>• Coordinating early intervention services among medical and health care providers</li> <li>• Sensitivity to cultural diversity and respect for each family's individual differences,</li> <li>• Problem-solving skills</li> </ul>	Service Coordinators	More than 6 and up to 8 hours

Course	Course Description <i>To Be Determined</i> "Under Development"	Target Audience	Length Type 1, 2 & 3
<p>18. TBD Type 1 19. TBD Type 1 20. TBD Type 2 21. TBD Type 2 22. TBD Type 3 23. TBD Type 3</p> <p><b>(To be Developed)</b></p> <p><b>(Format for Distance Learning)</b></p>	<p>Purpose: The purpose of the To Be Determined "Under Development" course category is to provide flexibility in developing new training courses to address emerging early intervention issues and consensus, expand current training topics to provide advanced levels of training, and respond to the needs of the target audience(s).</p> <p>Learning Outcomes: The learning outcomes are not yet known but will be based on the topic selected for development and on the needs of the target learners.</p> <p>The successful bidder will work with the Department and its designee(s) as appropriate to develop training courses that are needed by the Department and its Early Intervention stakeholders.</p>	<p>Service coordinators, service providers, approved evaluators, municipal staff, parents, or other interested parties</p>	<p>6 Courses Type 1 = 2-4 hours Type 2 = more than 4 and up to 6 hours Type 3 = more than 6 and up to 8 hours</p>

**ATTACHMENT 14**  
**TABLE C – FOR REFERENCE PURPOSES**  
**APPROXIMATE NUMBER OF TRAINEES FOR MOST RECENT THREE YEARS**

Training Course 10/01/05-09/30/08		Number of Trainees Per Region					Total Trainees
		1	2	3	4	5	
1. ASC-1	Advanced Service Coordination: Working with Families/Utilizing Community Resources	125	651	207	28	96	1107
2. ASC-1A	Advanced Service Coordination: Program Records	92	0	323	62	76	553
3. ASC-2	Advanced Service Coordination: Effective Communication / Understanding Service Coordination	0	518	0	0	0	518
4. ASC-2A	Advanced Service Coordination: Transition	0	0	35	0	0	35
5. CD-1	Cultural Diversity: Linguistic Differences	36	750	49	85	0	920
6. CD-2	Cultural Diversity: Cultural Approaches and Practices	0	41	0	0	0	41
7. CPG-AU	Clinical Practice Guideline: Autism/Pervasive Developmental Disorders	64	479	210	48	32	833
8. CPG-CD	Clinical Practice Guideline: Communication Disorders	0	286	107	0	36	429
9. CPG-DS	Clinical Practice Guideline: Down Syndrome	214	299	355	185	264	1317
10. CPG-HL	Clinical Practice Guideline: Hearing Loss	151	155	331	132	74	843
11. CPG-MD	Clinical Practice Guideline: Motor Disorders	209	262	383	139	153	1146
13. CPG-VI	Clinical Practice Guideline: Vision Impairment	0	54	72	51	42	219
14. EE-1	Prerequisite: Early Intervention Evaluation, Assessment, and Eligibility Determination	235	345	776	288	206	1850
15. EI-101	Introduction to the New York State Early Intervention Program	0	0	37	0	0	37
16. IFSP	Individualized Family Service Plan Development	10	243	126	27	114	520
17. ISC	Introduction to Service Coordination	134	673	315	139	167	1428
18. ISF-1	Information Sessions for Families: Service Coordination	0	215	120	0	0	335
19. ISF-2	Information Sessions for Families: Transition	28	87	170	153	129	567
20. ISF-2A	Information Sessions for Families: Learning Everyday	0	0	0	0	22	22
21. NE	Natural Environments	78	0	128	69	236	511
22. RP	Role of Physicians and Other Primary Health Care Providers	0	0	48	0	0	48
<b>Totals</b>		<b>1376</b>	<b>5058</b>	<b>3792</b>	<b>1406</b>	<b>1647</b>	<b>13279</b>

**ATTACHMENT 15**  
**Examples of Technical Assistance Provided to Municipalities**

**1. Technical Assistance and Training Unit Responses to Questions Received Through the Public Web Page**

**Q:** Our County (XXX County) was serving an Early Intervention (EI) child [Date of Birth (DOB) 7/06]. We had completed the Committee on Preschool Special Education (CPSE) process and the child has an Individualized Education Program (IEP) to begin Sept. 1. In the meanwhile - the child was to receive EI services through August.

The child was removed from his/her home by Child Protective Services (CPS) and placed in foster care - out of county. The child is still in the "care" of XXX County but is physically located in a foster home outside of XXX County. Our program obtained consent from Department of Social Services (DSS) to refer this child to the county where s/he now resides. Upon making the referral, the other county informed us that they would not accept the referral as an EI referral and that it needed to go right to CPSE. The child's IEP does not start until September and per the child's "transition plan" the child was to continue with EI services until then.

Here is my question - can the other county refuse this EI referral?

**A:** We are responding to your e-mail of June 17. You related that a child (DOB 7/06) had a CPSE meeting with the school district in XXX Country, was found eligible for CPSE services, and the transition date was set for 9/1/09. In the meantime, the child was removed from their home by CPS and placed in another county. XXX County made the referral to the other county's EIP, but they have refused to accept the referral and want the referral to go directly to the CPSE in the other county. You asked "can the county refuse this EI referral?"

Since this child was already found eligible for the services under the Preschool Special Education Program (under Section 4410 of the State Education Law) and at that time it was determined they would remain in the EIP until 8/31/09, the county the child has been placed in foster care in should accept the referral for the child and provide services until the child transitions to the Preschool Special Education Program this fall. The child's new EI service coordinator should assist the family, if needed, in making sure the child's information is sent to the new school district and facilitate the transition process in the new county.

Per the *Transition* Guidance Document:

Under Individuals with Disabilities Education Act (IDEA) and New York State Public Health and Education Law, there is overlapping age-eligibility for the EIP and preschool special education programs and services for children over the age of two years. This is to ensure that children do not experience a gap in services when transitioning from the EIP to preschool special education programs and services; and, to ensure that children have access to a free appropriate public education by their third birthday. However, under Public Health Law (PHL), a child who is receiving services under Section 4410 of Education Law cannot be an eligible child under the EIP.

Under PHL, children are age-eligible for the EIP from birth through two years of age, unless the child has been determined eligible for services under Section 4410 of the Education Law before the child's third birthday. If a child is determined eligible for services under Section 4410 of the Education Law before his or her third birthday, the parent may choose to have the child continue to receive EIP services until he/she ages out, or transition the child to preschool special education programs and services.

We would like to know which county is refusing to take this referral in order to provide technical assistance to them. In the meantime, we hope this information is helpful. Please contact us if you have additional questions.

N.Y.S. Department of Health  
Bureau of Early Intervention  
Technical Assistance and Training Unit

- Q:** I just need directive as to what part of the regulations I can find this at: A current Early Intervention (EI) child had his 3-5 testing done and is found ineligible for 3-5 services. Can he continue in EI through 08/31/09 or does he have to close today because his third birthday is Sunday? This so rarely happens, I want to be sure we handle it correctly.
- A:** We are responding to your e-mail of February 20 in which you requested information regarding the transition of a child out of the EI program. The child was found ineligible to receive preschool services and his third birthday is this Sunday, 2/22/09.

The guidance provided in the Memorandum [The Transition of Children from the New York State Department of Health Early Intervention Program to the State Education Department Preschool Special Education Program or Other Early Childhood Services](#) is very clear that a child who is not determined eligible for Section 4410 programs (preschool special education programs) and/or services before his/her third birthday may **not** continue to receive EI services after his/her third birthday. Page 7 of this document states:

Under Public Health Law (PHL), a child's eligibility for the Early Intervention Program (EIP) **ends as of his or her third birthday, unless the child has been referred to the Committee on Preschool Special Education (CPSE) and has been found eligible for services under Section 4410 of the Education Law before the date of his/her third birthday.** The last date the child is eligible to receive services under the EIP, unless the child has been found eligible for services under Section 4410 of the Education Law, **is the day before his or her third birthday.** For a child referred to the CPSE and found eligible for services under Section 4410 of the Education Law before the child's third birthday, the child's parents can choose either to transition their child to preschool special education; or, choose to have their child remain in the EIP until s/he ages out of EIP.

- Q:** I am aware a Cleft Palate is an automatic qualifying condition for the Early Intervention Program (EIP). However, a child in XXX County was just evaluated who had a cleft lip and palate that was recently surgically repaired. Is this child still automatically eligible for the EIP, or would eligibility now be contingent upon severity of delay and/or the professional judgment of the evaluators? Please advise. Thank you.

**A:** We are responding to your e-mail of June 3 in which you inquired if a child who was just evaluated for the EIP and who has a repaired cleft lip and palate that was recently surgically repaired is automatically eligible for the EIP.

If this child is a new referral and the cleft palate has been repaired, the child is not automatically eligible for EI. If the child has been in EI and the child has the cleft palate repaired and there are no developmental delays then the criteria for on-going eligibility as indicated in Guidance Memorandum 2005-02 would be followed.

While a repaired cleft palate is not on the list of diagnosed conditions that automatically establish a child's eligibility for the EIP (EI Memorandum 1999-2, Appendix A), please keep in mind that this list is **not all inclusive**. When an evaluator identifies a child as having a condition with a high probability of developmental delay **not** included in Appendix A, it is the evaluator's responsibility to provide a clear explanation and supportive documentation from the medical research literature as to why the condition is considered to have a high probability of developmental delay. This information should be submitted as part of the Multidisciplinary Evaluation (MDE) report. If the Early Intervention Official/Designee (EIO/D) does not feel that the information submitted as part of the MDE is sufficient, they may request additional supporting documentation from the evaluator to substantiate the determination of a child's eligibility based on the child's condition or diagnosis.

**Q:** We recently received a referral from a local hospital. The referral noted the grandmother as the person with whom the child resides. When the initial service coordinator called the grandmother to schedule the initial home visit, the grandmother stated that she is the child's legal guardian. When the service coordinator asked about the biological parents, apparently the grandmother stated that the biological parents' rights had not been terminated, but she was unwilling to share any further information. My concern is if the biological parent's rights have not been terminated we must make an effort to contact them before we proceed with the Early Intervention (EI) process. The initial home visit with the grandmother is scheduled for this coming Tuesday, and as of now we are unsure as to how to proceed. Please advise.

**A:** We are responding to your e-mail of May 13 in which you questioned how to proceed with the initial home visit in the situation where the referred child lives with the grandmother who says she is the legal guardian, but the biological parents' rights have not been terminated. You felt that the county must make an effort to contact the biological parents first before proceeding with the EI process.

Since the grandmother is the legal guardian of the child, she should be given the same rights and responsibilities as the child's biological parents with respect to the EI Program (EIP) and would represent the child in all matters related to the EIP including screening, evaluations, and Individualized Family Service Plan (IFSP) development and implementation. See regulations below.

In addition, Section 69-4.16 of EI Regulations also states "Where the parent's availability to the child is limited due to life circumstances, including residing far from their child or the parent is residing in an institution, or the child's placement in the care and custody of the local services commissioner, the early intervention official shall, as appropriate, facilitate the parent's involvement in early intervention services."

Whenever possible, the EIP should continue to try and involve the parent in early intervention services however in this case, you would not have to wait until you have contacted the biological parents to continue with the initial home visit and EI process. All attempts to contact the biological parents should be documented in the child's record.

Per EI regulation 69-4.1 (ag) and 69-4.16:

(ag) *Parent* means a parent by birth or adoption, **or person in parental relation** to the child. With respect to a child who is a ward of the state, or a child who is not a ward of the state but whose parents by birth or adoption are unknown or unavailable and the child has no person in parental relation, the term "parent" means a person who has been appointed as a surrogate parent for the child in accordance with Section 69-4.16 of this subpart. This term does not include the state if the child is a ward of the state.

***Person in parental relation*** means:

- (1) the child's legal guardian;
- (2) the child's standby guardian after their authority becomes effective pursuant to Section 1726 of the Surrogate's Court Procedure Act;
- (3) the child's custodian; a person shall be regarded as the custodian of a child if he or she has assumed the charge and care of the child because the parents, or legally appointed guardian of the minor have died, are imprisoned, are mentally ill, or have been committed to an institution, or because they have abandoned or deserted such child, or are living outside the state or their whereabouts are unknown; or
- (4) **persons acting in the place of a parent, such as a grandparent** or stepparent with whom the child lives, as well as persons who are legally responsible for the child's welfare;
- (5) except, this term does not apply to a child who is a ward of the state, and does not include a foster parent.

## **2. Quality Assurance Unit Technical Assistance Responses to Questions from Municipalities**

**Q:** If the parent declines the Transition Conference, can they still refer the child for a Committee on Preschool Special Education (CPSE) evaluation at a later time?

**A:** Yes, the family has the option to continue with referral to CPSE even if they decline the transition conference. A transition conference must be offered to the parent and arranged with parent consent at least 90 days before the child's potential eligibility for CPSE services, or 90 days before the child's third birthday, whichever is first. If the parent declines the transition Conference, the municipality should notify the parent in writing of the remaining steps that must be taken to have the child evaluated by the CPSE; and that the last day the child can receive early intervention services will be the day before the child's third birthday, unless the child is evaluated and found eligible for services through the CPSE before the child's third birthday. If the parent declines the transition conference the ongoing service coordinator should inform the parent that they can refer their child at a later time, and also should assist the parent in the referral process. Your transition process should include the step of sending a written referral from the parent to the child's school district asking the school district to evaluate the child to determine if (s)he needs preschool special education services.

- Q:** In cases where the child is in foster care, should both the foster parent and the foster care caseworker or designee sign the Individualized Family Service Plan (IFSP) for permission and release of information? Should an attempt be made to get the natural parent's signature also?
- A:** The foster care caseworker can sign the IFSP as a participant on the IFSP team, but no, (s)he cannot sign for permission or release of information. Only the surrogate parent appointed by the Early Intervention Official (EIO) has the authority under State and federal law and regulation to provide written consent for services and release of information in the Early Intervention Program (EIP). The foster parent can also sign the IFSP as a participant on the IFSP team, but can only sign for permission and release of information if the foster parent is the surrogate appointed by the EIO/Designee. No, the natural parent's signature is not required if a surrogate parent has been appointed.
- Q:** We don't contract with enough evaluation agencies to make up for the delays in scheduling the Individualized Family Service Plan (IFSP). Normally parents are okay with this and prefer to wait for the assigned evaluator to complete the evaluation. How should this be coded?
- A:** Evaluator delay is not an acceptable reason for missing 45 day from date of referral timeline for scheduling the IFSP. Municipalities should have procedures that describe in detail the specific steps evaluators will take to fulfill their responsibilities and a specific timeline for each step. Municipalities should provide a timeline for evaluators to follow for scheduling and completing the evaluation, and describe how evaluators will be informed of these timelines, including, e.g., through training, written correspondence, and in contract language. Timelines must ensure the convening of the initial IFSP meeting within 45 days of the child's referral to the Early Intervention Program (EIP). The process should include procedures to be followed when evaluators cannot meet the timeline for completion of the report. Municipalities should take steps to address a pattern of evaluator delay or other factors related to evaluator responsibilities that may impact on the required 45 day timeline to be met. Please note, there are allowances for delay due to child and family reasons, provided that these reasons are clearly documented in the child record. You consider contracting with individual providers or early intervention agencies for evaluation services, to ensure that evaluators can fulfill their responsibilities in a timely manner. If the family is informed that the evaluator has a backlog and still chooses to wait for the evaluator, then the correct code in Kids Integrated Data System (KIDS) for IFSP delay reason is #16 Evaluator Backlog/Delay. This code is not a discountable reason. The family preference should be documented in the child record.

## Attachment 16

### Appendix ARRA - VENDOR Special Language for Contracts Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009 (ARRA)\*

#### A. REGISTRATION REQUIREMENTS - DUNS

CONTRACTOR agrees to obtain a Data Universal Numbering System (DUNS) number (or update its existing DUNS record) as a condition for receiving this award.

For all documentation related to this AGREEMENT, the CONTRACTOR shall:

(a) Provide the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the CONTRACTOR's name and address exactly as stated in the AGREEMENT. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the CONTRACTOR to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts .

(b) Contact Dun and Bradstreet directly to obtain a DUNS number, if it does not already have one.

(1) A CONTRACTOR may obtain a DUNS number—

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the CONTRACTOR does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The CONTRACTOR should indicate that it is an CONTRACTOR for a New York State Government contract when contacting the local Dun and Bradstreet office.

(c) The CONTRACTOR should be prepared to provide the following information to either obtain a DUNS number or to update its existing DUNS record:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company physical street address, city, state and ZIP Code.
- (4) Company mailing address, city, state and ZIP Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

## **B. WAGE RATES**

Notwithstanding any other provision of law, and in a manner consistent with other provisions in the ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by, or assisted in whole or in part by and through the Federal Government pursuant to the ARRA, shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor, in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and Section 3145 of Title 40, United States Code.

## **C. USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS**

Consistent with Section 1605 of the ARRA, the CONTRACTOR agrees to the following conditions:

(a) None of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

(b) Subsection (a) shall not apply in any case or category of cases in which the head of the Federal department or agency involved finds that:

- (1) Applying subsection (a) would be inconsistent with the public interest;
- (2) Iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (3) Inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the head of a Federal department or agency determines that it is necessary to waive the application of subsection (a) based on a finding under subsection (b), the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

## **D. SPECIAL REPORTING REQUIREMENTS**

In addition to regular Department of Health reporting requirements, the CONTRACTOR will be required to provide additional information related to this AGREEMENT. In accordance with Section 1512(c) of the ARRA, which requires, as a condition of receipt of funds, regular reporting on the use of funds, and the data elements of the Federal Funding Accountability and Transparency Act of 2006, as amended, CONTRACTORS that receive awards funded in whole or in part by the ARRA, must report information to the STATE **monthly**. Information to be reported may include but not be limited to the following:

- (1) The name of the project or activity;
- (2) The dollar amount of CONTRACTOR invoices;
- (3) The supplies delivered and/or services performed;
- (4) An assessment of the completion status of the project or activity;
- (5) An estimate of the number of jobs created and the number of jobs retained as a result of the ARRA funds;

- (6) The names and total compensation of each of the five most highly compensated officers for the calendar year in which the contract is awarded;
- (7) Specific information on first-tier subcontractors.

The CONTRACTOR will maintain detailed records of its expenditure of ARRA funds in connection with this AGREEMENT and submit reports as requested by the STATE. The STATE, as recipient of funds under the ARRA, is subject to timely reporting requirements and oversight by federal agency inspectors. In addition to the detailed reports required in this AGREEMENT, the STATE may request additional reports at its discretion.

**Payment for services rendered will be contingent on timely submission of the required reports.**

The CONTRACTOR is also responsible for holding all sub-contractors to these reporting requirements.

Specific reporting requirements are detailed in Section II-C of the AGREEMENT.

**E. FEDERAL OVERSIGHT**

The following ARRA Sections are incorporated into this AGREEMENT:

**SEC. 902. ACCESS OF GOVERNMENT ACCOUNTABILITY OFFICE.**

(a) ACCESS.—Each contract awarded using funds made available in this Act shall provide that the Comptroller General and his representatives are authorized to:

- (1) Examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) Interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

(b) RELATIONSHIP TO EXISTING AUTHORITY.—Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

**SEC. 1514. INSPECTOR GENERAL REVIEWS.**

(a) REVIEWS.—Any inspector general of a Federal department or executive agency shall review, as appropriate, any concerns raised by the public about specific investments using funds made available in this Act. Any findings of such reviews not related to an ongoing criminal proceeding shall be relayed immediately to the head of the department or agency concerned. In addition, the findings of such reviews, along with any audits conducted by any inspector general of funds made available in this Act, shall be posted on the inspector general's website and linked to the website established by section 1526, except that portions of reports may be redacted to the extent the portions would disclose information that is protected from public disclosure under sections 552 and 552a of title 5, United States Code.

**SEC. 1515. ACCESS OF OFFICES OF INSPECTOR GENERAL TO CERTAIN RECORDS AND EMPLOYEES.**

(a) ACCESS.—With respect to each contract or grant awarded using covered funds, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized to:

- (1) Examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or subgrant; and
- (2) Interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

(b) RELATIONSHIP TO EXISTING AUTHORITY.—Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an inspector general.

## F. WHISTLEBLOWER PROTECTIONS

The CONTRACTOR shall post notice of employees rights and remedies for whistleblower protections under Section 1553 of the ARRA. The substance of this clause shall be included in all subcontracts. At minimum, the posting shall include the following information:

Section 1553 of Division A, Title XV of the American Recovery and Reinvestment Act of 2009, P.L. 111-5, provides protections for certain individuals who make specified disclosures relating to Recovery Act funds. Any non-federal employer receiving recovery funds is required to post a notice of the rights and remedies provided under this section of the Act.

### Who is protected?

Employees of non-federal employers receiving recovery funds, including state and local governments, contractors, subcontractors, grantees or professional membership organizations acting in the interest of recovery fund recipients.

### What are whistleblowers protected from?

Covered employees are protected from being discharged, demoted, or otherwise discriminated against as a reprisal for making a protected disclosure.

### What kinds of disclosures are protected?

To be protected, the disclosure must be made by the employee to the Recovery Accountability and Transparency Board, an Inspector General, the Comptroller General, a member of Congress, a state or federal regulatory or law enforcement agency, a person with supervisory authority over the employee, a court or grand jury, or the head of a federal agency or his/her representatives.

In addition, the disclosure must involve information that the employee believes is evidence of:

- gross mismanagement of an agency contract or grant relating to recovery funds;
- a gross waste of recovery funds;
- a substantial and specific danger to public health or safety related to the implementation or use of recovery funds;
- an abuse of authority related to the implementation or use of recovery funds; or
- a violation of law, rule, or regulation related to an agency contract or grant awarded or issued relating to recovery funds.

### How to report a whistleblower reprisal complaint:

If you have a whistleblower reprisal complaint please refer to the [Agency Fraud Hotlines](#) page for links to the Inspectors General (<http://www.recovery.gov/?q=content/agency-fraud-hotlines>).

**G. MALFEASANCE**

CONTRACTORS or sub-contractors awarded funds made available under the ARRA shall promptly refer to an appropriate inspector general any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

**H. CIVIL RIGHTS OBLIGATIONS**

Recipients and sub-recipients of ARRA funds or other Federal financial assistance must comply with Title VI of the Civil Rights Act of 1964 (prohibiting race, color, and national origin discrimination), Section 504 of the Rehabilitation Act of 1973 (prohibiting disability discrimination), Title IX of the Education Amendments of 1972 (prohibiting sex discrimination in education and training programs), the Age Discrimination Act of 1975 (prohibiting age discrimination in the provision of services), and a variety of program-specific statutes with nondiscrimination requirements.

Other civil rights laws may impose additional requirements on recipients and sub-recipients. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religious, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting discriminatory housing practices based upon race, color, religion, sex, national origin, disability, or familial status), as well as any other applicable civil rights laws.

**I. PUBLICATION**

Information gathered from this agreement will be published on the Internet and linked to the website [www.recovery.gov](http://www.recovery.gov), maintained by the Accountability and Transparency Board. This Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code or under any other applicable law or regulation.

**J. ONE-TIME FUNDING**

ARRA funding provided for this AGREEMENT should be considered one-time funding and may not be available beyond the dates included in the AGREEMENT. All payments by the STATE will be contingent upon receipt of timely and acceptable reports as required in the AGREEMENT.

**K. JOB POSTING REQUIREMENTS**

The CONTRACTOR shall post any jobs that it creates or seeks to fill as a result of this ARRA funding on the New York State Department of Labor website ([www.labor.ny.gov](http://www.labor.ny.gov)) in addition to any other postings made. Any advertisements posted for such jobs or positions must indicate ARRA funding.

\* This Appendix incorporates language mandated by Governor David A. Paterson in his May 27, 2009 executive memorandum to State Agencies that Administer ARRA Funds (Rider A).

**ATTACHMENT 17**

**Special ARRA Reports**

**NEW YORK STATE DEPARTMENT OF HEALTH  
SPECIAL ARRA REPORTING – PROCUREMENTS (“Prime Vendors”)  
MONTHLY DATA ELEMENTS**

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December 31,2009

## Changes to Monthly Reporting Template Instructions – Prime Vendors

The Office of Management and Budget (OMB) issued updated guidance on 12/18/09 revising the methodology for reporting jobs created or retained as a result of Recovery Act funding<sup>1</sup>. The full text of the OMB memorandum is available at [http://www.whitehouse.gov/omb/assets/memoranda\\_2010/m10-08.pdf](http://www.whitehouse.gov/omb/assets/memoranda_2010/m10-08.pdf). Under the new rules, the subjective assessment of jobs created or retained as a consequence of an ARRA award has been replaced by a requirement to report only those jobs funded by the ARRA contract award. In addition, DOH as prime recipient will now report total FTEs for jobs created or retained by the ARRA contract award on a quarterly basis, not cumulatively over the contract period as specified under previous guidance.

Accordingly, DOH has made the following changes to its previously issued instructions to prime vendors for monthly ARRA contract reporting requirements:

**Prime Vendor – Jobs Created or Retained:** The definition of jobs created or retained has been revised as follows:

- A job created is a new position created or filled, or an existing unfilled position that is filled, that is funded by the Recovery Act contract.
- A job retained is an existing position that is now funded by the Recovery Act contract.
- A job funded by the Recovery Act is one in which the wages and salaries are either paid for or will be reimbursed by Recovery Act contract funding.

Note that a job that is paid initially with non-Recovery Act contract dollars may be reported as created or retained as long as such dollars eventually will be reimbursed with Recovery Act contract funds for the jobs being reported. For example, a prime vendor may decide to begin hiring new employees as soon as they are notified of the amount of their ARRA contract, but before Recovery Act contract dollars are received or expended. If, in this situation, the non-Recovery Act contract dollars that are paying the wages of the new employees were used as an advance on the Recovery Act contract dollars awarded, the prime vendor can appropriately report these jobs as created or retained.

This new guidance replaces item (1) in the previous DOH instructions. Item (2) has been deleted—see the revised “ARRA Funded Hours” item below for the methodology for split-funded jobs. Item (3) and the second bullet point in item (5) have also been deleted—prime vendors should simply report all hours worked and funded by the Recovery Act contract.

ARRA Funded Hours (formerly ARRA Project Hours): Number of hours employee worked in which salaries and wages were either paid for or will be reimbursed with Recovery Act contract funds. Include all Recovery Act funded hours, including vacation, holiday, and sick time. If the employee’s job was only partially funded by the Recovery Act contract, count only those hours funded by the Recovery Act contract. If the prime vendor does not have specific funding source information for each individual employee, calculate the proportion of Recovery Act contract funding against the full funding for each position. Use that proportion as the basis for calculating a proportionate share of Recovery Act funded hours. Use this proportionate share of hours as the amount reported.

This language replaces prior guidance specifying that hours reported should be the number of hours employee worked on the ARRA project in a job deemed to have been created or retained by ARRA, regardless of the funding source for wages and salaries related to jobs so designated.

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<sup>1</sup> Note that “ARRA contract award” and “Recovery Act contract” are used interchangeably. Prime vendors must submit separate Monthly Reporting Templates for each DOH ARRA contract award and should **not** accumulate data across all DOH ARRA awards or all Recovery Act funds received from any source.

**NEW YORK STATE DEPARTMENT OF HEALTH  
SPECIAL ARRA REPORTING – PROCUREMENTS (“Prime Vendors”)  
MONTHLY DATA ELEMENTS**

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Job Category: This field has been removed from the Monthly Reporting Template. Prime recipients do not need to distinguish between created and retained jobs. See the field “Supporting Documents Submitted to DOH” below for instructions on required documentation.

Comments on Job Impact: Include in comments any plans for reimbursement by Recovery Act contract funds if salaries and wages for reported jobs have not yet been paid for by the Recovery Act contract.

Supporting Documentation Submitted to DOH: Prime vendors must maintain documentation to substantiate that salaries and wages for jobs created or retained by the Recovery Act contract award are either paid for or will be reimbursed with Recovery Act contract funding. Prime vendors no longer need to document that a created or retained position would not have existed but for the ARRA contract award.

These new rules should be implemented for the quarter ended 12/31/09 to the extent practicable. Prime vendors may submit revised reports for October, November and December 2009 reflecting the revised jobs methodology. Do not revise reports for months prior to October 2009—jobs reports for those months should continue to follow prior guidance.

Please contact the DOH contract administrator if you have questions or need additional information regarding these changes. Questions may also be submitted to the DOH using the email address [doharrareporting@health.state.ny.us](mailto:doharrareporting@health.state.ny.us).



**NEW YORK STATE DEPARTMENT OF HEALTH  
SPECIAL ARRA REPORTING – PROCUREMENTS (“Prime Vendors”)  
MONTHLY DATA ELEMENTS**

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These instructions supplement the ARRA reporting guidance available on the federal Recovery.gov Web site. Contractors should review the materials provided on the Recovery.gov Web site, relevant Federal Register notices, and the further guidance listed below for a full understanding of reporting requirements under the Recovery Act. These instructions build on publications issued by the Office of Management and Budget, including those referenced below.

For questions relating to these instructions, contact [дохаррепортинг@health.state.ny.us](mailto:дохаррепортинг@health.state.ny.us) or your contract administrator.

For further guidance, please review:

1. OMB June 22 guidance on reporting: [http://www.whitehouse.gov/omb/assets/memoranda\\_fy2009/m09-21.pdf](http://www.whitehouse.gov/omb/assets/memoranda_fy2009/m09-21.pdf)
2. Frequently Asked Questions to expand on the guidance: [http://www.whitehouse.gov/omb/recovery\\_faqs/](http://www.whitehouse.gov/omb/recovery_faqs/)
3. Data dictionary describing data elements required in reports: <http://www.recovery.gov/?1=content/recipient-reporting>
4. OMB December 18, 2009 Updated Guidance on the American Recovery and Reinvestment Act – Data Quality, Non-Reporting Recipients, and Reporting of Job Estimates:  
[http://www.whitehouse.gov/omb/assets/memoranda\\_2010/m10-08.pdf](http://www.whitehouse.gov/omb/assets/memoranda_2010/m10-08.pdf)

**Instructions for completing *Special ARRA Reporting – Procurements Template***

The *Special ARRA Reporting – Procurements* template provides the data elements and format for monthly ARRA grant reporting. ARRA Section 1512 requires DOH (“prime recipient”) to submit quarterly reports on expenditures, performance status, and job creation for each ARRA grant received. This template captures contractor (“prime vendor”) information that DOH will either report directly on OMB’s FederalReportingTemplate – Grants and Loans or use to support DOH inputs. DOH may alter the data elements and formats in this template at any time. In addition, DOH will be making an Excel version of this template available and will strongly encourage electronic submission of this template to DOH when the Excel version is available.

ARRA Grant #: Federal grant number assigned to prime recipient.

Project Period: Contract period as indicated on DOH contract with prime vendor.

Prime vendor Name: Legal name of prime vendor.

Prime vendor DUNS #: Prime vendor organization’s 9-digit Data Universal Numbering System (DUNS) number.

Report Month and Year: Month and year for which report is being submitted.

Final Report: Indicate whether the report is the last report for the project.

**Prime Vendor – Jobs Created or Retained:** Prime vendors must list hours worked for each job created or retained as a result of ARRA funding for this grant project. The points below offer general guidance; refer to the federal Web sites listed above for a more comprehensive review of ARRA jobs reporting requirements.

1. A job created is a new position created and filled, or an existing unfilled position that is filled, that is funded by the Recovery Act.
2. A job retained is an existing position that is now funded by the Recovery Act.

**NEW YORK STATE DEPARTMENT OF HEALTH  
SPECIAL ARRA REPORTING – PROCUREMENTS (“Prime Vendors”)  
MONTHLY DATA ELEMENTS**

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3. A funded job is one in which the wages and salaries are either paid for or will be reimbursed with Recovery Act funding. Note that a job that is paid initially with non-Recovery Act dollars may be reported as created or retained as long as such dollars eventually will be reimbursed with Recovery Act funds for the jobs being reported. For example, a prime vendor may decide to begin hiring new employees as soon as they are notified of the amount of their ARRA contract, but before Recovery Act dollars are received or expended. If, in this situation, if the non-Recovery Act dollars that are paying the wages of the new employees were used as an advance on the Recovery Act dollars awarded, the prime vendor can appropriately report these jobs as created or retained.
4. Part-time jobs can be reported, subject to the above conditions.
5. Prime vendors should not attempt to report on the employment impact upon materials suppliers and central service providers (so-called “indirect” jobs) or on the local community (“induced” jobs).
6. Only include jobs created in the United States, the District of Columbia, and outlying areas.

Employee Name: Last name, first name of employee working in a job fully or partially funded by ARRA dollars.

Job Title: Position title assigned by prime vendor organization.

Type of Work: Select a classification to describe the job created or retained. A list of type of work classifications will be provided by the DOH contract manager.

Standard Hours in Full-time Schedule: Number of paid work days in payroll reporting period **X** number of paid hours in a standard full-time day:

ARRA Funded Hours: Number of hours employee worked in which salaries and wages were either paid for or will be reimbursed with Recovery Act funds. Include all Recovery Act funded hours, including vacation, holiday, and sick time. If the employee’s job was only partially funded by the Recovery Act, count only those hours funded by the Recovery Act. If the prime vendor does not have specific funding source information for each individual employee, calculate the proportion of Recovery Act funding against the full funding for each position. Use that proportion as the basis for calculating a proportionate share of Recovery Act funded hours. Use this proportionate share of hours as the amount reported.

Comments on Job Impact: Additional information regarding determination of hours worked, jobs impact beyond specific positions listed, basis for determining proportionate shares for jobs on projects with multiple funding sources, plans for reimbursement by Recovery Act funds if salaries and wages for reported jobs have not yet been paid for by the Recovery Act, explanation if expected job creation or retention did not occur, or other information pertinent to the job impact of the ARRA contract.

Supporting Documentation Submitted to DOH: Prime vendors must maintain documentation to substantiate that salaries and wages for jobs created or retained by the ARRA contract are either paid for or will be reimbursed with Recovery Act funding. Enter “Y” if prime vendor has provided DOH with appropriate documentation for hours reported.

