

NEW YORK STATE DEPARTMENT OF HEALTH

A Request for Proposals for

Office of Health Insurance Programs

RFP No. 1001260925

*School Supportive Health Services Program Independent Audit Services*

---

Schedule of Key Events

RFP Release Date	February 24, 2010
Written Questions Due	March 10, 2010
Response to Written Questions Posted on DOH Website	March 22, 2010 on or about
Proposal Due Date	April 12, 2010

## 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:

Jonathan Mahar  
Bureau of Accounts Management  
NYS Department of Health  
Corning Tower, Room 1325  
Albany, NY 12237  
(518) 474-7896  
jpm12@health.state.ny.us

### **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:

RFP Release Date: February 24, 2010

Submission of written proposals or bids:  
Submission of Written Questions:  
Debriefings:  
Negotiation of Contract Terms after Award:

*Cherlyn More*  
*Health Program Administrator 2*  
*Office of Health Insurance Programs*  
*NYS Department of Health*  
*Corning Tower, Room 2019*  
*Albany, NY 12237*  
*(518) 486-6830 phone*  
*(518) 486-1432 fax*  
*Email: cbm01@health.state.ny.us*

*For further information regarding these statutory provisions, see the Lobbying Statute summary in Section E.10 of this solicitation.*

## Table of Contents

A. Introduction.....	1
B. Background.....	1
C. Detailed Specifications	
C.1. Scope of Work.....	2
C.2. Mandatory Deliverables.....	3
C.3. Acceptance of Deliverables.....	4
C.4. Conflict of Interest.....	5
C.5. Licensure.....	6
D. Proposal Requirements	
D.1. Technical Proposal.....	6
D.1.1. Transmittal Form.....	6
D.1.2. Executive Summary.....	7
D.1.3. Organizational Background and Experience.....	8
D.1.4. Project Implementation.....	8
D.1.5. References.....	9
D.2. Cost Proposal.....	10
D.2.1. Cost Proposal Form.....	10
D.2.2. Other Required Forms.....	11
D.3. Method of Award.....	11
D.3.1. Evaluation Criteria.....	11
E. Administrative	
E.1. Issuing Agency.....	12
E.2. Inquiries.....	12
E.3. Submission of Proposals.....	13
E.4. Department of Health Reserved Rights.....	14
E.5. Payment.....	15
E.6. Term of Contract.....	15
E.7. Debriefing and Bidder Protests.....	16
E.8. Vendor Responsibility Questionnaire.....	16
E.9. State Consultant Services Reporting.....	16
E.10. Lobbying Statute.....	17
E.11. Accessibility of State Agency Web-based Intranet and Internet Information And Applications.....	18
E.12. Information Security Breach and Notification Act.....	18
E.13. New York State Tax Law Section 5-a.....	19
E.14. Piggybacking.....	19
E.15. M/WBE Utilization Plan for Subcontracting and Purchasing.....	19
E.16. Public Information.....	20
F. Appendices.....	20
G. Attachments.....	21
A. NYS SSHSP Compliance Agreement	
B. State Plan Amendment	
C. SSHSP Medicaid Expenditures Data for FFY 07-09	

- D. Sample Claim Documentation for Review
- E. Medicaid-in-Education Claiming/Billing Handbook
- F. Description of Compliance Training Program
- G. Proposal Transmittal Form
- H. Cost Proposal Form
- I. Bid Form
- J. No Bid Form
- K. Vendor Responsibility Attestation
- L. Standard NYS Boilerplate Contract Language and Appendices A, X, D, H and G
- M. N.Y.S. Taxation and Finance Contractor Certification Form ST-220-TD
- N. N.Y.S. Taxation and Finance Contractor Certification Form ST-220-CA
- O. State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term
- P. State Consultant Services Form B, Contractor's Annual Employment Report
- Q. M/WBE Procurement Forms

## **A. INTRODUCTION**

The NYS Department of Health (DOH) is issuing this Request for Proposals (RFP) to solicit proposals from qualified independent certified public accounting firms to perform a review of the DOH Internal Controls for the School Supportive Health Services and Preschool Supportive Health Services Programs (SSHSP). The internal audit services to be performed by the successful bidder are hereinafter referred to as the Engagement. The review is required by a Compliance Agreement entered into between the Department of Health (DOH) and the Centers for Medicare and Medicaid Services (CMS) on July 20, 2009. A copy of the Compliance Agreement is included in the RFP as Attachment A. This RFP outlines the terms and conditions, and all applicable information required for submitting a proposal. To ensure compliance with the RFP requirements and to prevent possible disqualification, bidders should follow the format and instructions contained in this document. The term of the contract will be for three years with the option of one two-year renewal. Questions regarding this RFP shall be directed only to the designated contact(s) provided on page 1 of this document.

## **B. BACKGROUND**

The New York State DOH is the single state agency responsible for administering New York's Medicaid program. The Office of Health Insurance Programs (OHIP) within DOH administers Medicaid. Among the Medicaid services are those provided in connection with the School Supportive Health Services and Preschool Supportive Health Services Programs (collectively "SSHSP"). The SSHSP provides services in a school or preschool setting to children who are disabled. SSHSP services include, subject to approval by the Center for Medicare and Medicaid Services (CMS): physical therapy, speech therapy, occupational therapy, psychological counseling, skilled nursing services, psychological evaluations, medical evaluations, medical specialist evaluations, audiological evaluations, targeted case management and special transportation. These services and the requirements for the providers who render them are described in the State Plan Amendment submitted by the DOH to the Centers for Medicare and Medicaid Services (CMS) for approval (see Attachment B). Statistical information relating to SSHSP, provided for illustrative purposes only, is contained in Attachment C.

In 2007, CMS began a comprehensive review of the SSHSP. CMS determined that New York was out of compliance with regard to its claiming and internal controls of the SSHSP and a settlement agreement was reached between CMS and the State. Pursuant to the Settlement Agreement, DOH was required to execute a Compliance Agreement (CA) with CMS, which was completed and signed on July 20, 2009.

Included within the CA is a requirement that, within one year of execution, NY retain an independent certified public accounting firm, subject to review and approval of the scope of work by CMS, and in accordance with competitive bidding requirements under State Finance Law, to perform a comprehensive audit annually, for a period of three years, of DOH's internal controls for the SSHSP to ensure compliance with federal requirements (See Section II.C. of Attachment A).

## C. DETAILED SPECIFICATIONS

### C.1. Scope of Work

The selected bidder will perform a comprehensive audit annually, for three years, of the SSHSP's internal controls to ensure compliance with federal requirements, including the certifications made on Medicaid expenditures via the CMS-64 in the Medicaid Budget and Expenditure Control System (MBES) for SSHSP claims. The contractor staff assigned to the internal audit services must be qualified to provide a certified opinion on whether the internal controls are established and functioning in an effective manner.

The Contractor shall:

- C.1.1. Conduct a review of information and claims data submitted by schools and preschools participating in the SSHSP to the Office of the Medicaid Inspector General (OMIG). A sample listing of the types of documentation to be submitted to OMIG by service category is included in Attachment D. The sample is for illustration purposes only and may not reflect the final documentation requested by OMIG.

A comprehensive explanation of SSHSP including a description of services in this program, provider qualifications, and requirements for Medicaid claiming and billing procedures are contained in the Medicaid-in-Education Claiming/Billing Handbook (Handbook) (Attachment E). The Handbook can be obtained from the following website: <http://www.oms.nysed.gov/medicaid>. DOH is currently reviewing the Handbook and expects the review to be completed prior to the commencement of the audit. The selected bidder must monitor the website for revisions and or amendments/updates to Handbook and incorporate them into the Audit Plan and any other documentation as may be prepared by the Contractor under the requirements of the RFP.

- C.1.2 Using accepted sampling techniques, audit a statistically valid sample of claims of Medicaid services under this program paid on or after January 1, 2009 to test the effectiveness of internal controls implemented by the Department to assure compliance with federal requirements. The expected sample size is not to exceed 1,000 with the final sample size to be determined based on the error rate found by the audit. . For the period of the Engagement, the sample claims will be obtained from the following timeframes:

Year 1: Claims paid on or after January 1, 2009;  
Year 2: Claims paid on or after January 1, 2010;  
Year 3: Claims paid on or after January 1, 2011.

To the extent possible, the contractor shall review and rely upon the results of these previously conducted examinations to minimize any duplication of audit work.

- C.1.3 Conduct a review of the State's SSHSP training program as outlined in Compliance Training Program included as Attachment F.
- C.1.4. Perform other audit activities that may be needed in relation to fulfilling the requirements of the CA.
- C.1.5. Provide DOH with monthly reports of the status of on-going audits. DOH reserves the right to request additional reports as determined necessary during the term of this contract.
- C.1.6. Maintain work papers and evidence containing sufficient information to enable an experienced auditor, having no previous connection with the audit, to validate the auditor's significant conclusions and judgments. Such evidence shall include, but not be limited to all documentation and data either received from the auditee and/or generated by the selected bidder. Such documentation, upon request, must be made available to DOH or its designee.
- C.1.7. Present preliminary audit findings and recommendations resulting from the audit to the DOH and CMS simultaneously and, as directed by DOH, to other State agencies involved in the administration of the SSHSP, and allow the State sufficient time to respond to any misstatement of fact prior to issuance of a final report.
- C.1.8. Establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under the resulting 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, unless the contractor is notified in writing by DOH of the need to extend the retention period.

## **C.2. Mandatory Deliverables**

The following deliverables shall be provided by the selected bidder:

### **C.2.1. Audit Work Plan**

The contractor shall deliver a detailed audit plan to DOH within fifteen business days of the Office of State Comptroller (OSC) contract approval. This audit plan must be approved by DOH in writing prior to audit work commencing.

### **C.2.2 Preliminary Annual Audit Findings**

The contractor shall present preliminary annual audit findings and recommendations resulting from the audit to the DOH and, as directed by DOH, to other State agencies involved in the administration of the SSHSP. The contractor will allow the State sufficient time to respond to any misstatement of fact prior to issuance of a final report.

C.2.3. Material Findings

The contractor shall report any material violations discovered during the period of Engagement immediately to DOH. A material violation is one that has a significant, adverse impact on proper claiming for federal participation in the Medicaid program.

C.2.4. Final Certified Annual Audit Reports

The contractor shall submit a certified annual audit report which includes audit findings and recommendations to the DOH and CMS upon completion of each annual audit, but no later than March 31 for each specified timeframe identified in Section C.1.2, unless another date is specified by DOH . Such reports shall include, but not be limited to:

- a description of the scope of the audit;
- a description of the audit methodology;
- a statement identifying which of the following standards were used in conducting the **Audit**:

**(1) the Single Audit Act of 1984, as amended, OMB Circular 133;**

**(2) Generally Accepted Government Auditing Standards (GAGAS);**

**(3) Generally Accepted Auditing Standards (GAAS);**

**(4) Statement of Auditing Standards (SAS); or**

**(5) Statement on Standards for Attestation Engagements (SSAS).**

- that the audit was conducted in accordance with generally accepted auditing standards;
- a statement as to whether the internal controls are established and functioning in an effective manner;
- the results of the review of the statistical sample of claims;
- identification of internal control weaknesses, if any, and the auditors' recommendations for corrective actions; and,
- independent verification of the certifications made by the State on Medicaid expenditures via the CMS-64 in the Medicaid Budget and Expenditure Control System (MBES) for SSHSP claims.

C.2.5. Ad Hoc Reporting

During the Engagement, the contractor may be required to submit additional reports based upon requested information from CMS.

**C.3. Acceptance of Deliverables**

All deliverables will be submitted in a comprehensive and professional manner, address all deliverable requirements, and be thoroughly edited.



Submission of deliverables must occur within the timeframe allowed for deliverable submission as indicated in the approved Audit Work Plan. Upon completion of each deliverable the contractor will submit the required deliverables to the DOH for approval. The selected bidder will be notified in writing of approval of each deliverable by DOH.

In the event that a submitted deliverable is not satisfactory, the DOH will notify the contractor; any notification will include a list of deficiencies. The contractor will be required to address all cited deficiencies and resubmit the deliverables within a mutually agreed upon timeframe. Any resubmission of a rejected deliverable shall include responses to all Department comments and corrections for noted deficiencies. DOH acknowledges that large, complex documents may require more time to correct deficiencies and may, at its sole option, provide a longer period of time in its written notice to correct the deficiencies.

Any deficiencies noted by the DOH that relate to resubmitted deliverables will be reported to the contractor in the same manner as the deficiencies related to the original submission of the deliverable. Failure to correct a deficiency within the timeframe(s) indicated in DOH's written notice(s) may in the sole discretion of DOH result in the withholding of payment or termination of the contract as provided for in the contract terms and conditions.

#### **C.4. Conflict of Interest**

- a) As part of its proposal submission, the bidder (and /or any subcontractor) must disclose any and all actual or potential conflicts of interest. Such conflicts may include, but not be limited to, NYS school districts, counties or other NYS entities (e.g., 4201 schools) subject to the scope of the Compliance Agreement. In cases where such relationship(s) and/or interests exist, the bidder must describe how an actual or potential conflict of interest and/or disclosure of confidential information relating to this contract will be avoided

The Department reserves the right to reject bids, at its sole discretion, based on any actual or perceived Conflict of Interest.

- b) All bidders and the resulting contractor shall ensure that its officers, employees, agents, consultants and/or sub-contractors comply with the requirements of the New York State Public Officers Law ("POL"), as amended, including but not limited to Sections 73 and 74, as amended, with regard to ethical standards applicable to State employees.
- c) In signing its Proposal, the bidder guarantees knowledge and full compliance with the provisions of the POL for purposes of this RFP and procurement. Failure to comply with these provisions may result in disqualification from the procurement process, or withdrawal of a proposed contract award, and criminal proceedings as may be required by law.
- d) If, during the term of a resulting contract, the Contractor becomes aware of a relationship, actual or potential, which may be considered a violation of the POL, or which may otherwise be considered a conflict of interest, the Contractor shall notify the DOH in writing immediately. Failure to comply with these provisions

may result in termination or cancellation of the resulting contract and criminal proceedings as may be required by law.

#### **C.5. Licensure**

The State reserves the right to verify the licensure of each Officer, Partner, Owner or Engagement Manager associated with the bidder's firm with the New York State Education Department, Office of the Professions. Failure of a bidder or of the contractor to maintain licensure in good standing may result in disqualification under this RFP or termination of the resulting contract as further set forth herein. Upon such termination, DOH reserves the right to contract with the next highest placed bidder.

### **D. PROPOSAL REQUIREMENTS**

The content and format requirements established by this RFP will be used to evaluate the bidder's proposal. The bidder's compliance with 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. Proposals should provide a concise but complete description of the bidder's ability to meet the requirements of the RFP. **Failure of a bidder to comply with and or all of the RFP requirements may result in disqualification of the proposal.**

**No financial bid or pricing information should be included in a bidder's Technical Proposal.**

Each page of the proposal should be numbered consecutively from the beginning of the proposal through all appended material. Narrative should be double spaced, using a 12 pitch font or larger, with minimum one (1) inch margins all around, and adhere to the maximum page limits. If a section of the proposal exceeds the maximum number of pages, evaluators will cease reading each section at the end of the maximum allowable page limit. Required appended material and attachments do not factor into the maximum page limits.

#### **D.1. Technical Proposal**

The Technical Proposal consists of narrative descriptions of how the bidder will manage all aspects of the Internal Control review described in Section C - Detailed Specifications. Bidders may provide additional information or recommendations relevant for consideration in the State's determination of award of this contract. Each bidder's Technical Proposal shall include separate responses to the following requirements:

##### **D.1.1. Transmittal Form – Attachment G**

The Bidder's response must include a transmittal form (Attachment G) signed by an official authorized to bind the bidder to the provisions of the RFP. The form includes:

- The name of the organization, with the corporate address and Federal Employer Identification Number (FEIN), that will contract with the Department;
- The name, title, address, phone/fax numbers and e-mail address of the representative whom Department staff may contact during the review process;
- An attestation that the bidder has a minimum of three years of experience performing governmental audits for either federal, state or local government entities that include reviews of internal controls;
- An attestation that the bidder is a NYS licensed certified public accounting firm in good standing with the NYS Education Department, Office of the Professions at the time the proposal is submitted;
- An attestation that the bidder is authorized to do business in New York State at the time the proposal is submitted;
- An attestation that the proposal and all provisions of the proposal are to remain in effect for 365 calendar days commencing on the due date of the proposal; and
- Disclosure of any business relationships and/or ownership interest that may represent a conflict of interest for the bidder as required by the Conflict of Interest specifications of Section C. 4., or a statement that no conflict of interest relationship exists. In cases where such a relationship exists, an attachment to the form must be provided to describe how the potential conflict of interest and/or disclosure of confidential information relating to this contract will be avoided.

#### D.1.2. Executive Summary (2 pages maximum)

The bidder's Technical Proposal must contain an Executive Summary which describes and contains the following:

- the bidder's understanding of the performance requirements outlined in Section C of the RFP;
- how the bidder can assist the Department in accomplishing the requirements of the CA in relation to the State's internal controls for SSHSP, has experience performing internal control reviews, and can submit a proposed comprehensive audit plan within 15 business days of OSC contract approval.

D.1.3. Organizational Background and Experience (10 pages maximum)

The selected bidder shall have a minimum of three (3) years experience in conducting governmental audit(s) for federal, state or local government entities that included the review of internal controls, using at least one of the following standards: Generally Accepted Government Auditing Standards (GAGAS), Generally Accepted Auditing Standards (GAAS) or Generally Accepted Accounting Principles (GAAP). The review of the internal controls shall be performed by a Certified Public Accountant.

Provide a description of the bidder's organization and its business mission, headquarters and branch office locations, parent and subsidiary organizations, and the relationship between the bidder's organization and any parent or subsidiary. The bidder must include the number of years the organization has been in the business performing internal review audits. The bidder must describe the overall ability of the organization to perform internal control audits including, skills or abilities of the organization necessary to accomplish the internal control services set forth in this RFP.

Provide a description of at least three (3) prior audit engagements completed for either federal, state or local government clients of the bidder, preferably performed by staff proposed to work on this Engagement. The experience/projects referenced should substantiate the bidder's qualifications and capabilities to perform the specifications described in Section C of this RFP and include but not be limited to the following information: name, address, contact person and title, telephone number, facsimile number, email address, date of service, size of the project (estimated dollars if not completed) project scope, and audit type.

D.1.4. Project Implementation

D.1.4.a. Proposed Statement of Work (15 pages maximum)

Bidder will provide a Statement of Work that includes, at a minimum:

- A description, in detail, of how the experience of the firm and the professional staff assigned to the Engagement will be able to perform the Scope of Work and meet the deliverables as described in Sections C.1 and C.2;
- A proposed statement of work describing the bidder's overall approach to the audit as stated in Section C; and
- A sample of the report format(s) the firm anticipates using for all reporting described in Section C.

D.1.4.b. Staffing Plan (4 pages maximum, excluding resumes)

(i) Bidder should provide a staffing plan for each deliverable set forth in Section C.1. The staffing plan shall identify all staff individually to be assigned to this Engagement, including names, titles, appropriate professional licenses/certifications, and a summary of qualifications and prior experience. The bidder must affirm that any professional licenses/certifications appropriate to the deliverables listed above are current and in good standing.

(ii) In addition to the staff plan described above, provide, as Appendix 1 of the bidder's Technical Proposal, the firm resume and the resumes of the professional staff to be assigned to this Engagement, including a description of any special recognition that professional staff of your firm have received for expertise in the areas contemplated by this RFP, including published articles, books, papers, teaching, memberships in professional organizations, etc.

(iii) The bidder shall also provide a description of the training and experience of the Engagement Officer, Partner, Owner, or Manager. that would qualify him or her to head the internal audit team providing the services described in the RFP and the certified independent opinion.

The resulting contract will require written approval from DOH for any changes in professional staff assigned to perform the Engagement. The Contractor must propose qualified staff replacement(s) of equal or better qualifications in writing to DOH at least thirty calendar days in advance of any staff changes.

(iv) Subcontracting

The bidder must provide the full name and address of any organization with which the bidder will subcontract for any services, list responsible officers of each subcontractor, including those individuals authorized to negotiate for the subcontractor within the requirements of the RFP. If the bidder plans to utilize a subcontracting firm for any part of these internal audits services, the subcontracting firm must provide three (3) references from a federal, state or local government entity client for whom internal audit services have been performed within the last three years. These references must include each client's name, address, contact person and title, telephone number, facsimile number, email address, date of service, size of the project (estimated dollars if not completed) project scope, and audit type.

D.1.5. References

Bidders must provide references from three (3) clients for whom it has performed similar work within the last three years at least one of whom is a government agency. References will be contacted for confirmation of the project performed by the bidder, its scope and the

bidder quality of work. If references cannot be reached, disqualification of the proposal may result.

The three (3) clients for whom the bidder provides references must be related to the projects described in the response to Section D.1.3. The references must be specifically identified by project and include: each client's name, address, contact person and title of the individual who may be contacted by the State, and telephone number, facsimile number, email address, date of service, size of the project (estimated dollars if not completed) project scope, and audit type.

## **D.2. Cost Proposal**

The Cost Proposal must be submitted in a separate sealed envelope, not included with the Technical Proposal and must include the following:

### **D.2.1. Cost Proposal Form (Attachment H)**

The Cost Proposal Form should contain all pricing and hourly staffing information by title relative to accomplishing the audit scope and all deliverables described in this RFP. The Proposer is required to complete and submit a Cost Proposal Form (Attachment H). The State will not be responsible for expenses incurred in preparing and submitting the proposal, and such costs should not be included in the proposal.

This proposal is Not-to-Exceed pricing which is defined as an all-inclusive not to exceed price for conducting all services. Each deliverable proposed for this Engagement will have a not to exceed price and will be accounted for by multiplying auditor hours worked by the provided titles by hourly rates. If the contractor is unable to complete the deliverable within the proposed price, the contractor must absorb all additional costs associated with completing that deliverable in accordance with the requirements of the RFP.. If the contractor is able to complete the deliverable under the proposed price, the contractor will be paid only for those hourly costs associated with the completion of the deliverable.

D.2.1.a. Hourly staffing rates by title must be inclusive of all costs including salaries, fringe benefits, administrative costs, overhead, indirect, travel, presentation costs and profit. Note: The DOH expects that the majority of the assigned work will be conducted at the primary work location in Albany, NY.

D.2.1.b. One hourly staffing rate per job title will be established for the three year contract period. Should DOH wish to exercise its renewal option, pricing for contract years four (4) and five (5) will each be subject to an hourly rate increase of the lesser of three percent (3%) or the percent increase in the National Consumer Price Index for All Urban Consumers (CPI-U) as published by the United States Bureau of Labor Statistics, Washington, D.C., 2012, for the 12 month period ending ninety (90) days prior to beginning of contract year four (4) and five (5).

See Attachment H for further instructions on completing the Cost Proposal Form.

D.2.2. Other Required Forms:

- ❑ Bid Form – Attachment I
- ❑ M/WBE Procurement Forms – Attachment Q

**D.3. Method of Award**

At the discretion of the Department of Health, all bids may be rejected. An award will be made to the selected bidder which represents the best value to the DOH and the State. The evaluation of the bids will include, but not be limited to the following considerations:

D.3.1. Evaluation Criteria

All proposals received shall be subject to an evaluation, for the purposes of selecting the bidder with whom a contract will be signed. The review will include, but not be limited to, the proposal's compliance with the terms, conditions, and other provisions contained in this RFP; the bidder's responsiveness to the technical proposal requirements specified in this RFP; qualifications and experience of the bidder's assigned personnel and prior experience of the bidder; and total cost of the proposal.

The scoring will be performed as follows:

D.3.1.a. Minimum Requirements

Initially, all proposals will be screened to determine adherence to RFP requirements as contained in the submission requirements contained in Section C.1. Proposals found to be non-responsive will be eliminated from further consideration.

Proposals passing the initial screen will be evaluated for technical content.

D.3.1.b. Technical Score

Technical proposals will be evaluated and scored by the Technical Evaluation Committee. The evaluation of the bidder's Technical Proposal will be based on the written Proposal, including:

- Executive Summary;
- Organizational Background and Experience; and
- Project Implementation

The Technical Proposal maximum score of 70 will be awarded to the bidder with the highest scoring technical proposal. **Other proposals**

**will receive a normalized technical score based on the following formula:**

$t = (x / y) * 70$  where:

x = technical score of proposal being scored,

y = technical score of highest technical scoring proposal,

70 = total technical points available, and

t = normalized technical score for bidder being scored

#### D.3.1.c. Cost Score

The evaluation team for the Financial Proposal will use the OHIP projected work volume level of 1,000 hours in the first year of the contract for the purposes of comparing and scoring the Cost Proposals. The Cost Proposal maximum score of 30 will be awarded to the bidder with the lowest total cost as presented on the Cost Proposal Form.

Scores ranging up to 30 will be awarded to bidders by calculating the percentage that the lowest cost is of the other bidders' cost, and then multiplying that percentage times the maximum score of 30.

The following formula will be used to determine each bidder's final cost proposal score:

$t = (y / x) 30$  where:

x = cost of bid being scored,

y = cost of lowest bid,

30 = maximum total Cost Proposal score, and

t = final Cost Proposal score for bidder being scored

#### D.3.1.d. Total Combined Score

There is a maximum achievable total score of 100 (Technical Proposal score 70 plus Cost Proposal score 30). Bidders will be ranked from high to low according to their total combined Technical and Cost Proposal scores. **The bidder with the highest total combined score, who is deemed to be a responsible vendor and reflects the best value to the State of New York will be selected.**

### E. ADMINISTRATIVE

#### E.1. Issuing Agency

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

#### E.2. Inquiries

Any questions concerning this solicitation must be directed to the designated contact(s) as outlined on page 1 of this RFP.



Questions and answers, as well as any RFP updates and/or modifications, will be posted on the DOH website at <http://www.nyhealth.gov/funding/> on or about the date specified on the cover page of the RFP.

No pre-bid conference will be held in conjunction with this RFP.

### **E.3. Submission of Proposals**

Interested vendors should submit 2 signed originals, 8 copies of their Bid Proposal and One (1) electronic copy of the complete Bidder's Proposal in a standard searchable PDF formatted on a closed session CD-R (not CD-RW) with copy/read permissions not later than 3:00 pm eastern time on the date specified on the cover page of the RFP. No Fax or email copies will be accepted.

Responses to this solicitation should be clearly marked SSHSP Audit Proposal, RFP #1001260925 and directed to:

New York State Department of Health  
Office of Health Insurance Programs  
Corning Tower, Room 2019  
Albany, NY 12237

Attention: Cherlyn More

It is the bidders' responsibility to see that proposals are delivered to Room 2019 prior to the date and time of the proposal due date. Late proposals due to delay by the carrier or not received in the Department's mail room in time for transmission to room 2019 will not be considered. Please note the following:

1. The Bid Form must be filled out in its entirety and included in the cost proposal.
2. The responsible corporate officer for contract negotiation must be listed on the Transmittal Form and this document must be signed by the responsible corporate officer.
3. All evidence and documentation requested under Section D, Proposal Requirements must be provided at the time the proposal is submitted.
4. Cost proposals must be submitted in a separate, sealed envelope, clearly marked with the RFP # listed above and "Cost Proposal".
5. The Technical and Cost portions of the proposal must be separately bound, placed in separately sealed envelopes and labeled as either Technical or Cost and clearly marked with the RFP # listed above. No cost information should be in the Technical Proposal. Both sealed envelopes should be submitted in one package to avoid separation in the mail.

All copies of the proposal must be properly identified and mailed or hand delivered to the address listed as the Mailing Address in the DOH Contact Information above.

**E.4. 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 a bidder's proposal and/or to determine a bidder's compliance with the requirements of the solicitation.

## **E.5. Payment**

The contractor shall submit invoices, in accordance with Section C.2, to the State's designated payment office:

Office of Health Insurance Programs  
NYS Department of Health  
Corning Tower, Room 2019  
Albany, NY 12237

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:

- √ Upon the selected bidder receiving written acceptance and approval of each deliverable, payment invoices detailing the number of hours and rates by title for the services will be submitted and paid.

A. 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:

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

## **E.6 Term of Contract**

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

It is anticipated that the term of the contract will be three years, commencing on July 1, 2010, with an option for one two-year renewal at the discretion of DOH.

This agreement may be canceled at any time by the Department of Health giving to the contractor not less than thirty (30) days written notice that on or after a date therein specified this agreement shall be deemed terminated and canceled.

#### **E.7 Debriefing and Bidder Protests**

Once an award has been made, bidders may request a debriefing of their proposal in accordance with State Finance Law. Requests for a debriefing must be received no later than ten (10) business days from date of notice of award.

Written protests related to this procurement must be received no later than ten (10) business days from the date of notice of award. Procedures for submitting a protest, pursuant to the New York State Office of the State Comptroller, Bulletin G-232 dated July 10, 2008 can be obtained at:  
<http://osc.state.ny.us/agencies/gbull/attachments/contractawardprotestprocedure.pdf>.

#### **E.8 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 K).

#### **E.9. 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" 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" 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.

Both of these forms are included as attachments to this document.

## **E.10 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:

1. 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;
2. 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;
3. 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;
4. 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;
5. 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;
6. requires the timely disclosure of accurate and complete information from bidders with respect to determinations of non-responsibility and debarment;
7. expands the definition of lobbying to include attempts to influence gubernatorial or local Executive Orders, Tribal–State Agreements, and procurement contracts;
8. modifies the governance of the New York State Commission on Public Integrity
9. provides that opinions of the Commission shall be binding only on the person to whom such opinion is rendered;
10. increases the monetary threshold which triggers a lobbyist's obligations under the Lobbying Act from \$2,000 to \$5,000; and
11. 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 © 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.

#### **E.11 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.

#### **E.12 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/>

### **E.13 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 a bidder 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 attached hereto. 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 attached hereto, certifying that the contractor filed the ST-220-TD with DTF. Failure to make either of these filings may render a bidder non-responsive and non-responsible. Bidders shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

### **E.14 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.

### **E.15 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 Q) 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.

#### **E.16 Public Information**

Disclosure of information related to this procurement and the resulting contract shall be permitted consistent with the laws of the State of New York and specifically the Freedom of Information Law (FOIL) contained in Article 6 of the Public Officers Law. The State shall take reasonable steps to protect from public disclosure any of the records relating to this procurement that are exempt from disclosure. Information constituting trade secrets or critical infrastructure information for purposes of FOIL shall be clearly marked and identified as such by the Contractor upon submission. If the Contractor intends to seek an exemption from disclosure of claimed trade secret materials or claimed critical infrastructure information under FOIL, the Contractor shall at the time of submission, clearly mark and identify those specific parts of the submission for which such treatment is sought, request the exemption in writing and provide an explanation of (i) why the disclosure of the identified information would cause substantial injury to the competitive position of the Contractor, or (ii) why the information constitutes critical infrastructure information that should be exempted from disclosure pursuant to §87(2) of the Public Officers Law. Acceptance of the identified information by the State does not constitute a determination that the information is exempt from disclosure under FOIL. Determinations as to whether the materials or information may be withheld from disclosure will be made in accordance with FOIL at the time a request for such information is received by the State.

#### **F. 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.

- ❑ APPENDIX A - Standard Clauses for All New York State Contracts
- ❑ APPENDIX B - Request for Proposal
- ❑ APPENDIX C - Proposal

The bidder's proposal (if selected for award), including any Bid Forms and all proposal requirements.



❑ APPENDIX D - General Specifications

❑ 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

❑ APPENDIX H - Health Insurance Portability and Accountability Act (HIPAA) (if applicable)

❑ APPENDIX X – Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

❑ APPENDIX G – Notices

## G. ATTACHMENTS

- A. NYS SSHSP Compliance Agreement
- B. State Plan Amendment
- C. SSHSP Medicaid Expenditures Data for FFY 07-09

- D. Sample Claim Documentation for Review
- E. Medicaid-in-Education Claiming/Billing Handbook
- F. Description of Compliance Training Program
- G. Proposal Transmittal Form
- H. Cost Proposal Form
- I. Bid Form
- J. No Bid Form
- K. Vendor Responsibility Attestation
- L. Standard NYS Boilerplate Contract Language and Appendices A, X, D, H, G.
- M. N.Y.S. Taxation and Finance Contractor Certification Form ST-220-TD
- N. N.Y.S. Taxation and Finance Contractor Certification Form ST-220-CA
- O. State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term
- P. State Consultant Services Form B, Contractor's Annual Employment Report
- Q. M/WBE Procurement Forms

# **ATTACHMENT A**

## **NEW YORK STATE SCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM**

### **COMPLIANCE AGREEMENT**

## NEW YORK STATE SCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM COMPLIANCE AGREEMENT

### I. PREAMBLE

New York State agrees to implement a Compliance and Integrity Program ("Program") to prevent fraud, abuse, and false billing to Medicaid in its School and Pre-school Supportive Health Services Programs (collectively, the "SSHSP"). The Program shall be maintained so as to ensure that the New York State Medicaid program, the New York State Education Department, local school districts, including the City of New York, and its relevant employees are in compliance with all laws and regulations applicable to this program and with the terms of the Agreement set forth below.

### II. TERMS AND CONDITIONS

1. The period of future compliance obligations assumed by New York State under this Agreement shall be three (3) years from the date of signature of this Agreement. All reports and notifications required under this Agreement shall be sent to the Associate Regional Administrator, Division of Medicaid and Children's Health, 26 Federal Plaza, Room 37-100, New York, N.Y. 10278 (Telephone: 212-616-2428), or to another official as designated by the Centers for Medicare and Medicaid Services ("CMS").

2. The State agrees to implement the following measures within ninety (90) days of the date of execution of this Agreement, unless otherwise specified below:

#### A. Compliance Officer and Committee

i. A Compliance Officer shall be chosen by the New York State Commissioner of Health. The Compliance Officer shall be responsible for compliance operations, including the review of State and local school district policies and procedures to assure compliance with CMS rules, regulations and guidelines governing federal claims for SSHSP under the Medicaid program,

and shall assure the development and oversight of training programs for State and local school district staff on Medicaid rules, regulations and guidelines. The Compliance Officer shall monitor and report on the ongoing payment reviews and annual audits conducted by the Office of the Medicaid Inspector General (“OMIG”) staff and shall oversee any Department internal audit staff assigned to this function. The payment review protocol and sampling methodology shall be subject to review and approval by CMS. The Compliance Officer shall submit and certify comprehensive annual (or more frequent, if circumstances require) reports to CMS on the status of compliance by the State and local school districts.

ii. The Compliance Officer shall chair a Compliance Committee that shall oversee and monitor the Program. In addition to the Compliance Officer, the members of the Compliance Committee shall include, at a minimum, the New York State Department of Health (“DOH”) Deputy Commissioner, Office of Health Insurance Programs; the New York State Department of Health Chief Financial Officer; Deputy Commissioner, New York State Education Department, or their respective designees.

iii. The Compliance Officer shall report the names, addresses, and phone numbers of him/herself and the members of the Compliance Committee in the annual reports and at any time there is a change in the Compliance Officer or members of the Compliance Committee.

## B. Audit Requirements

i. OMIG audit staff shall conduct ongoing payment reviews and audits of the SSHSP's compliance with all applicable federal laws and regulations regarding claims for federal Medicaid participation. Such audits shall be performed in accordance with State regulations governing such audits, and internal controls shall be implemented in accordance with State internal control requirements. The State shall provide CMS with certified copies of its payment reviews and audit reports.

ii. OMIG payment reviews shall include reviews of the following services: physical therapy; occupational therapy; speech pathology; audiological evaluations; evaluations for all available services; nursing services; psychological services; transportation; medical evaluations; targeted case management services; initial individual education plan (“IEP”); triennial evaluations; annual IEP; requested or interim IEP; and ongoing service coordination.

iii. The OMIG shall implement separate payment audits for SSHSP claims from the New York City Department of Education (“NYCDOE”) and the City of New York, and from school districts in the Rest of the State (“ROS”). The results of these audits will be provided to CMS.

a. NYC Reviews. To be reimbursed for each service type for which claiming had been suspended by the State during the course of the federal SSHSP review, NYCDOE or the City of New York, as applicable, must first submit a corrective action plan (“CAP”) for that service for DOH’s approval. After each CAP has been approved, new claims for that service type for a period selected by OMIG will be pended. The claims will be reviewed for accuracy and proper documentation, either in their entirety or by use of a sample, and paid as appropriate. If OMIG’s review establishes that claims for a service type demonstrate an unacceptably high error rate, OMIG will require additional corrective action. In such case, OMIG will either suspend or pend claims for that service type pending correction of the errors.

The OMIG will perform an annual post-payment audit of NYCDOE and City of New York claims using standard OMIG random sampling audit protocols. Such reviews will begin in January 2010.

b. ROS Reviews. The OMIG will perform post payment audits of Medicaid claims for individual local school district and county providers using random samples of paid claims. Audit findings will be extrapolated to that provider’s universe of claims pursuant to standard OMIG random sampling audit protocols. The audits will begin in January 2010. ROS providers receiving gross Medicaid payments of \$1 million dollars or more will be audited annually. A random sample of 25 providers receiving between \$250,000 and \$1 million in gross Medicaid payments will be audited annually, and a random sample of 10 providers receiving gross Medicaid payments of less than \$250,000 will be audited annually.

c. Areas of Concern Requiring an Action Plan. If an area of concern is identified during any of these NYC or ROS post-payment reviews, the OMIG, at its discretion, will apply an 1141 edit to either “Pend” or “Deny” any claims processed by eMedNY for that provider or for a service type. The OMIG will require corrective action before lifting a “Pend” or “Deny” 1141 edit status.

d. The State shall annually perform these NYC and ROS audits for the length of this Agreement in compliance with CMS rules, regulations and guidelines governing federal

claims for SSHSP. If other reviews conducted by the State reveal situations that might constitute or indicate noncompliance with federal requirements, the results of such reviews shall be provided to the Compliance Officer.

#### C. Independent Audits

Within one year of execution of this Agreement, the State shall retain an independent accounting firm, subject to review and approval of the scope of work by CMS and in accordance with competitive bidding requirements under State Finance Law, to perform a comprehensive audit at least annually of the SSHSP's internal controls to ensure compliance with federal requirements, including the certifications made on Medicaid expenditures via the CMS-64 in the Medicaid Budget and Expenditure Control System (MBES) for SSHSP claims. The independent audit shall include a statistically valid sample of claims to test the effectiveness of internal controls implemented by the State to assure compliance with federal requirements. A certified copy of the independent audit findings and recommendations shall be submitted to the State and CMS upon completion. Within 60 days of receipt of the audit report, the State shall submit to CMS a corrective action plan, subject to CMS review and approval, to address the audit findings and recommendations.

#### D. Annual Written Reports

i. The State shall annually provide CMS with a certified copy of all written reports or findings of its internal audits on the SSHSP. The State will also annually provide CMS with a certified report of the corrective actions, if any, that the State has undertaken as a result of any deficiencies that were discovered by its own internal audit, or by other audits or payment reviews. The annual report shall be due one year after execution of this Agreement and for each of the two years thereafter. This report on the State's corrective actions shall include a certification by the Compliance Officer that all deficiencies found have been addressed to ensure the State's compliance with all requirements of federal law, regulation, and this Agreement. CMS may request additional corrective action if it believes that the State's actions are not adequate to ensure compliance with federal requirements.

ii. All audit work papers or other supporting documents for audits or reviews of federal compliance shall be made available to CMS or HHS upon request.

iii. Any material violations discovered during any audits or reviews shall be reported immediately to CMS and remedied within sixty (60) days of identification by the State. The State shall report its findings concerning the material violation, its actions to correct such material violation, and any further steps the State plans to take to address such material violation and prevent it from recurring in the future. A material violation is one that has a significant, adverse impact on proper claiming for federal participation in the Medicaid program.

#### E. New York State SSHSP Compliance Policy

Within ninety (90) days of the execution of this Agreement, the State shall implement written policies regarding its commitment to ensure compliance with all laws and regulations related to the receipt of federal Medicaid participation in the SSHSP. These policies shall be adopted by the DOH and the New York State Education Department and shall be distributed to all local school district providers. The policies shall be included as part of annual training and shall be included as part of the annual report to CMS. Such policies shall be updated to reflect any changes in State or federal policy or practices.

#### F. Training

The State shall institute and maintain a training program designed to ensure that the State Medicaid program, the State Education Department, local school districts and relevant employees are aware of all applicable laws and regulations and standards of conduct for federal participation in the Medicaid program and that each entity and individual is expected to follow and the consequences both to the individual, the State and local school districts that will ensue from any violation of such requirements. “Relevant employees” of a school district or a county are those employees who provide SSHSP services to students, who prepare or submit Medicaid claims under the SSHSP, the school business official or county fiscal designee who oversees the Medicaid claiming process, and the school district’s special education program director. For purposes of this section, a “relevant employee” shall also mean a non-employee or independent contractor who is a provider of SSHSP services to students. Each relevant employee shall receive at least one hour of initial training that shall include a discussion of the contents of this Compliance Agreement and the written compliance policies. Each relevant employee shall receive additional training of at least one hour on an annual basis. A schedule and topic outline of the training shall be included in the



annual report submitted to CMS. Relevant employees shall be required to certify in writing that they have participated in the training. Such certifications must be maintained for three years from the date of training and shall be made available to CMS upon request.

#### G. Confidential Disclosure Program

The State and local school districts shall establish a confidential disclosure mechanism enabling employees to disclose anonymously any practices or billing procedures, deemed by the employee to be inappropriate, to the State's Compliance Officer. The State shall make the confidential disclosure mechanism known to each employee as part of his or her training. The State and local school district shall, as part of the confidential disclosure program, require the internal review of any such credible disclosure and ensure that proper follow-up is conducted. The State shall include in its annual compliance report to CMS a summary of communications concerning inappropriate billings or any other inappropriate conduct under the confidential disclosure program, and the results of any internal review and follow-up of such disclosures.

#### H. State Plan and SSHSP Reimbursement Methodology

i. The State shall agree to terminate the existing Medicaid State plan reimbursement methodology and the non-Federal share financing associated with all SSHSP-related claims, effective with the beginning of the 2009 School Year. The State shall submit to CMS a Medicaid State Plan amendment (“SPA”) effective July 1, 2009 that proposes to implement a SSHSP reimbursement methodology and source of non-Federal share financing consistent with Federal requirements. Effective July 1, 2009, Federal matching funds will only be available for SSHSP under the terms of the revised SPA, which must receive CMS approval.

ii. Compliance with the provisions of this section does not relieve the State of its responsibility to comply with changes in federal laws and regulations, and to ensure that claims for federal funding are consistent with all applicable requirements.

#### I. Implementation Plan

Within 90 days, the State shall submit an Implementation Plan, subject to review and approval by CMS, which describes and certifies to the actions required in the Terms and Conditions of this Agreement. The Implementation Plan shall include:

- i. the name, address, phone number and title of the Compliance Officer and the members of the Compliance Committee, and a position description for the Compliance Officer, including the Officer's non-compliance responsibilities;
- ii. the program for payment audits, agency internal audits, and other audits or reviews to be conducted by the OMIG or DOH internal audit staffs;
- iii. the implementation plan for retaining an independent accounting firm to conduct an annual comprehensive audit of SSHSP;
- iv. a description of the training programs required by section II.2.F. of this Agreement;
- v. a description of the steps to be taken by the State to address termination of the existing Medicaid State plan reimbursement methodology and actions to be taken to assure that the State's SSHSP reimbursement methodology and source of non-Federal share financing is consistent with Federal requirements.

#### J. Certifications

The certification of State reports required by this Agreement shall include a certification by the Compliance Officer that the State is in compliance with all of the requirements of this Agreement to the best of his or her knowledge, and that the Compliance Officer has reviewed the required reports and has made reasonable inquiry regarding its content and believes that, upon such inquiry, the information is accurate and truthful.

### III. CMS INSPECTION, AUDIT AND REVIEW RIGHTS

In addition to any other right that CMS has pursuant to 45 C.F.R. §92.42(e) or any other authority, the Department of Health and Human Services, CMS, or their duly authorized representatives may examine and copy the State's books, records, and other documents and supporting materials for the purpose of verifying and evaluating: (a) the State's compliance with the terms of this Agreement; (b) the State's conduct in its dealing with the United States Government, or any agencies or agents thereof; and (c) the State's compliance with any federal requirements. The documentation described above shall be made available by the State at all reasonable times for inspection, audit and/or reproduction. Furthermore, for purposes of this provision, CMS or its authorized representatives may, upon five business days advance notice to the Compliance Officer, interview any State employee at the employee's place of business during normal business hours or

at such other place and time as may be mutually agreed upon between the employee and CMS. Employees may elect to be interviewed with or without a representative of the State present.

#### IV. DOCUMENT AND RECORD RETENTION

In addition to the document retention requirements contained in 45 C.F.R. §92.42(b), or in the terms of the pertinent Medicaid grant award, cooperative agreement, or contract, the State shall maintain for inspection all documents and records relating to reimbursement for SSHSP for a period of not less than six (6) years following the execution of this Agreement.

#### V. BREACH AND DEFAULT PROVISIONS

##### 1. Stipulated Payment for Failure to Comply with Certain Obligations

A. In the event that CMS believes the State has breached one or more of its obligations under this Agreement, CMS shall notify the Compliance Officer of the alleged breach by certified mail, specifying the nature and extent of the alleged breach. The State will have thirty (30) days from receipt of the notice: (a) to cure said breach; or (b) otherwise satisfy the government that (1) it is in full compliance with this Agreement or (2) the breach cannot be reasonably cured within 30 days, but that the State has taken action to cure the breach and is pursuing such action with diligence.

B. If at the end of the thirty day period described above, CMS determines that the State continues to be in breach of one or more of its obligations under this Agreement, CMS shall, in writing and by certified mail, declare the State to be in default and initiate proceedings to undertake a contractual remedy as described herein.

C. The State and CMS agree that failure to comply with Sections II.2.A-J as set forth in this Agreement shall lead to the imposition of stipulated monetary payment in the amount of \$2,500 per day for each day the State fails to establish and implement its obligations under this Agreement.

##### 2. Timely Written Requests for Extensions

The State may, in advance of the due date, submit a timely written request for an extension of time to perform any act or file any notification or report required by this Agreement. Notwithstanding any other provision of section V of this Agreement, if CMS grants the timely written request with respect to an act, notification, or report, Stipulated Payment for failure to

perform the act or file the notification or report shall not begin to accrue until one day after the State fails to meet the revised deadline set by CMS. Notwithstanding any other provision in such section, if CMS denies such a timely written request, Stipulated Payment for failure to perform the act or file the notification or report shall not begin to accrue until three business days after the State receives CMS's written denial of such request or the original due date, whichever is later. A "timely written request" is defined as a request in writing received by CMS at least five business days prior to the date by which any act is due to be performed or any notification or report is due to be filed.

### 3. Contractual Remedy Action

A. Upon a finding that the State has failed to comply with any of the obligations described in this Agreement and after determining that Stipulated Payment is appropriate, CMS shall notify the State of: (a) the State's failure to comply; and (b) CMS's exercise of its contractual right to impose the stipulated monetary payment in the amount of \$2,500 for each day the State fails to establish and implement its obligations under this Agreement. This action shall not be subject to appeal per this Agreement. Any such stipulated monetary payment shall be deducted by CMS from future grant awards, including but not limited to Medicaid grant awards, to the State of New York.

B. Nothing in this Agreement shall preclude CMS from taking a disallowance action in accordance with 42 CFR §430.42 for any overpayment claimed by the State as part of the SSHSP. CMS may defer and/or disallow any and all claims submitted on the CMS-64 subsequent to the inception of this agreement, and will recover all identified overpayments. Nothing in this Agreement shall be interpreted as precluding the State's right to challenge any such action through any and all legal means.

## VI. APPROPRIATED FUNDS

The obligations of the State of New York under this agreement shall not constitute a debt of the State within the meaning of any provisions of the New York State Constitution or any New York statute and may only be undertaken by the State of New York using funds that have been appropriated for such purpose or otherwise lawfully available as set forth in Section 41 of the State Finance Law. Nothing in this paragraph limits or voids CMS's remedies under section V., above.

## VII. COSTS RELATED TO COMPLIANCE PLANS

In addition to the obligations assumed by the State under this Agreement and as described above, if CMS determines that an independent audit or review is needed to determine whether, or the extent to which, the State is complying with its obligation under this Agreement, the State agrees to pay for the reasonable cost of any such audit or review by CMS or another independent entity. Nothing in this Agreement shall be interpreted as precluding the State's right to challenge through any and all legal means any CMS determination under this section.

## VIII. MODIFICATION

The State and CMS agree that any modification to this Agreement shall not be effective until a written amendment is signed by the signatories to this agreement or by institutional representatives duly authorized to execute such amendment.

## IX. INTEGRATION CLAUSE

This Agreement and the Settlement Agreement entered into by CMS, the State, the NYCDOE, the City of New York, the Relator, and the U.S. Department of Justice ("the parties") embody the entire agreement and understanding of the parties with respect to the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants, or undertakings other than those expressly set forth or referred to in this Agreement. This Agreement, together with the Settlement Agreement between the State and the U.S. Department of Justice, supersedes any and all prior agreements and understandings between the parties with respect to this subject matter, except for the terms and conditions of individual grant awards and contracts.

## **ATTACHMENT B**

# **PROPOSED NEW YORK STATE PLAN AMENDMENT SCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (SUBJECT TO CMS APPROVAL)**



# STATE OF NEW YORK DEPARTMENT OF HEALTH

Corning Tower The Governor Nelson A. Rockefeller Empire State Plaza Albany, New York 12237

Richard F. Daines, M.D.  
*Commissioner*

James W. Clyne, Jr.  
*Executive Deputy Commissioner*

September 30, 2009

Ms. Sue Kelly  
Associate Regional Administrator  
Department of Health & Human Services  
Centers for Medicare & Medicaid Services  
New York Regional Office  
Division of Medicaid and Children's Health  
26 Federal Plaza - Room 3800  
New York, New York 10278

SPA #09-61  
Re: Non-Institutional Services

Dear Ms. Kelly:

The State requests approval of the enclosed amendment #09-61 to the Title XIX (Medicaid) State Plan for non-institutional services related to school supportive health services and preschool supportive health services to be effective July 1, 2009 (Appendix I). This amendment is being submitted based on recently enacted legislative action. A summary of the plan amendment is provided in Appendix II.

The State of New York reimburses these services through the use of rates that are consistent with and promote efficiency, economy, and quality of care and are sufficient to enlist enough providers so that care and services are available under the plan at least to the extent that such care and services are available to the general population in the geographic area as required by §1902(a)(30) of the Social Security Act and 42 CFR §447.204.

Copies of pertinent sections of State statute are enclosed for your information (Appendix III). A copy of the public notice of this plan amendment, which was given in the New York State Register on August 26, 2009, is also enclosed for your information (Appendix IV).

If you have any questions regarding this State Plan submission, please do not hesitate to contact John E. Ulberg Jr., Director, Division of Health Care Financing at (518) 474-6350.

Sincerely,

Deborah Bachrach  
Medicaid Director  
Deputy Commissioner  
Office of Health Insurance Programs

Enclosures



<b>TRANSMITTAL AND NOTICE OF APPROVAL OF STATE PLAN MATERIAL</b>  <b>FOR: HEALTH CARE FINANCING ADMINISTRATION</b>		1. TRANSMITTAL NUMBER:  09-61	2. STATE  New York
		3. PROGRAM IDENTIFICATION: TITLE XIX OF THE SOCIAL SECURITY ACT (MEDICAID)	
TO: REGIONAL ADMINISTRATOR HEALTH CARE FINANCING ADMINISTRATION DEPARTMENT OF HEALTH AND HUMAN SERVICES		4. PROPOSED EFFECTIVE DATE  July 1, 2009	
5. TYPE OF PLAN MATERIAL (Check One):  <input type="checkbox"/> NEW STATE PLAN <input type="checkbox"/> AMENDMENT TO BE CONSIDERED AS NEW PLAN <input checked="" type="checkbox"/> AMENDMENT			
COMPLETE BLOCKS 6 THRU 10 IF THIS IS AN AMENDMENT (Separate Transmittal for each amendment)			
6. FEDERAL STATUTE/REGULATION CITATION: 42 CFR 447.205 Social Services Law Section 368-d & 368-e		7. FEDERAL BUDGET IMPACT: a. FFY 07/01/09-09/30/09 \$0 b. FFY 10/01/09-09/30/10 \$0	
8. PAGE NUMBER OF THE PLAN SECTION OR ATTACHMENT:  Attachment 4.19-B, pages 17(e) through 17(i), Attachment 3.1-A Supplement, pages 2(xii)(A) through 2(xii)(O), Attachment 3.1-B Supplement pages 2(xii)(A) through 2(xii)(O) Attachment 4.19-B Page 10-1B through 10-1G, Supplement to Attachment 3.1-A page 3.1, Supplement to Attachment 3.1-B Page 3.1		9. PAGE NUMBER OF THE SUPERSEDED PLAN SECTION OR ATTACHMENT (If Applicable):  Attachment 4.19-B Page 10-1B through 10-1G, Supplement to Attachment 3.1-A page 3.1, Supplement to Attachment 3.1-B Page 3.1	
10. SUBJECT OF AMENDMENT: School Supportive Health Services			
11. GOVERNOR'S REVIEW (Check One): <input checked="" type="checkbox"/> GOVERNOR'S OFFICE REPORTED NO COMMENT <input type="checkbox"/> OTHER, AS SPECIFIED: <input type="checkbox"/> COMMENTS OF GOVERNOR'S OFFICE ENCLOSED <input type="checkbox"/> NO REPLY RECEIVED WITHIN 45 DAYS OF SUBMITTAL			
12. SIGNATURE OF STATE AGENCY OFFICIAL:		16. RETURN TO: New York State Department of Health Corning Tower Empire State Plaza Albany, New York 12237	
13. TYPED NAME: Deborah Bachrach			
14. TITLE: Deputy Commissioner Department of Health			
15. DATE SUBMITTED: September 30, 2009			
FOR REGIONAL OFFICE USE ONLY			
17. DATE RECEIVED:		18. DATE APPROVED:	
PLAN APPROVED - ONE COPY ATTACHED			
19. EFFECTIVE DATE OF APPROVED MATERIAL:		20. SIGNATURE OF REGIONAL OFFICIAL:	
21. TYPED NAME:		22. TITLE:	
23. REMARKS:			

**Appendix I**  
**2009 Title XIX State Plan**  
**Third Quarter Amendment**  
**Non-Institutional Services**  
**Amended SPA Pages**

**Type of Service**

**Early and Periodic screening, diagnostic and treatment services**

Early and Periodic screening, diagnostic and treatment services for individuals under 21 years of age, and treatment of conditions found.

Reimbursement Methodologies for Early and Periodic Screening, Diagnosis and Treatment Services provided as the School Supportive Health Services (SSHS) and Pre-School Supportive Health Services (PSSHS) Programs

School Supportive Health Services (SSHS) and Pre-School Supportive Health Services (PSSHS) are delivered by school districts, Section 4201 schools and counties and include the following Medicaid services as described in Attachment 3.1-A and B of the Medicaid State Plan under item 4.b, EPSDT.

1. Physical Therapy Services
2. Occupational Therapy Services
3. Speech Therapy Services
4. Psychological Counseling
5. Skilled Nursing Services
6. Psychological Evaluations
7. Medical Evaluations
8. Medical Specialist Evaluations
9. Audiological Evaluations
10. Care Coordination
11. Special Transportation

Effective for dates of service on or after July 1, 2009 payments to school districts, Section 4201 schools, and counties for School Supportive Health Services and Pre-School supportive health Services shall be based on fees established by the Department of Health.

TN #09-61  
Supersedes TN New

Approval Date \_\_\_\_\_  
Effective Date \_\_\_\_\_

Fees will be established for each service encounter and, except for Special Transportation and Care Coordination Services, shall be set at a percentage of the Medicare fee schedule based on the weighted average utilization for the dominant procedure code (s) within each service category as defined by the State Department of Health in collaboration with the State Education Department. Such fees may be adjusted for regional differences.

Fees shall be published on the Department of Health's website, on the State Education Department's website, on the eMedNY website and shall be issued in policy and billing guidance for school districts, Section 4201 schools, and counties. The periodicity for adjustment to the fees shall be consistent with Medicare updates published by CMS.

**1. Physical Therapy Services (individual and group)**

Fees will be established for individual and group service encounters and shall be set at a percentage of the Medicare fee schedule based on the weighted average utilization for the dominant procedure code (s) within the service category as defined by the State Department of Health in collaboration with the State Education Department. Such fees may be adjusted for regional differences.

Fees shall be published on the Department of Health's website, on the State Education Department's website, on the eMedNY website and shall be issued in policy and billing guidance for school districts, Section 4201 schools, and counties. The periodicity for adjustment to the fees shall be consistent with Medicare updates published by CMS.

**2. Occupational Therapy (individual and group)**

Fees will be established for each individual and group service encounter and shall be set at a percentage of the Medicare fee schedule based on the weighted average utilization for the dominant procedure code (s) within the service category as defined by the State Department of Health in collaboration with the State Education Department. Such fees may be adjusted for regional differences.

Fees shall be published on the Department of Health's website, on the State Education Department's website, on the eMedNY website and shall be issued in policy and billing guidance for school districts, Section 4201 schools, and counties. The periodicity for adjustment to the fees shall be consistent with Medicare updates published by CMS.

TN #09-61  
Supersedes TN New

Approval Date \_\_\_\_\_  
Effective Date \_\_\_\_\_

**3. Speech Therapy Services (individual and group)**

Fees will be established for each individual and group service encounter and shall be set at a percentage of the Medicare fee schedule based on the weighted average utilization for the dominant procedure code (s) within the service category as defined by the State Department of Health in collaboration with the State Education Department. Such fees may be adjusted for regional differences.

Fees shall be published on the Department of Health's website, on the State Education Department's website, on the eMedNY website and shall be issued in policy and billing guidance for school districts, Section 4201 schools, and counties. The periodicity for adjustment to the fees shall be consistent with Medicare updates published by CMS.

**4. Psychological Counseling (individual and group)**

Fees will be established for each individual and group service and shall be set at a percentage of the Medicare fee schedule based on the weighted average utilization for the dominant procedure code (s) within the service category as defined by the State Department of Health in collaboration with the State Education Department. Such fees may be adjusted for regional differences.

Fees shall be published on the Department of Health's website, on the State Education Department's website, on the eMedNY website and shall be issued in policy and billing guidance for school districts, Section 4201 schools, and counties. The periodicity for adjustment to the fees shall be consistent with Medicare updates published by CMS.

**5. Skilled Nursing Services**

Fees will be established for each service encounter and shall be set at a percentage of the Medicare fee schedule based on the weighted average utilization for the dominant procedure code(s) within the service category as defined by the State Department of Health in collaboration with the State Education Department. Such fees may be adjusted for regional differences.

Fees shall be published on the Department of Health's website, on the State Education Department's website, on the eMedNY website and shall be issued in policy and billing guidance for school districts, Section 4201 schools, and counties. The periodicity for adjustment to the fees shall be consistent with Medicare updates published by CMS.

TN #09-61  
Supersedes TN New

Approval Date \_\_\_\_\_  
Effective Date \_\_\_\_\_

**6. Psychological Evaluations (basic and comprehensive)**

Fees will be established for each service encounter and shall be set at a percentage of the Medicare fee schedule based on the weighted average utilization for the dominant procedure code (s) within the service category as defined by the State Department of Health in collaboration with the State Education Department. Such fees may be adjusted for regional differences.

Fees shall be published on the Department of Health's website, on the State Education Department's website, on the eMedNY website and shall be issued in policy and billing guidance for school districts, Section 4201 schools, and counties. The periodicity for adjustment to the fees shall be consistent with Medicare updates published by CMS.

**7. Medical Evaluations**

Fees will be established for each service encounter and shall be set at a percentage of the Medicare fee schedule based on the weighted average utilization for the dominant procedure code(s) within the service category as defined by the State Department of Health in collaboration with the State Education Department. Such fees may be adjusted for regional differences.

Fees shall be published on the Department of Health's website, on the State Education Department's website, on the eMedNY website and shall be issued in policy and billing guidance for school districts, Section 4201 schools, and counties. The periodicity for adjustment to the fees shall be consistent with Medicare updates published by CMS.

**8. Medical Specialist Evaluations**

Fees will be established for each service encounter and shall be set at a percentage of the Medicare fee schedule based on the weighted average utilization for the dominant procedure code(s) within the service category as defined by the State Department of Health in collaboration with the State Education Department. Such fees may be adjusted for regional differences.

Fees shall be published on the Department of Health's website, on the State Education Department's website, on the eMedNY website and shall be issued in policy and billing guidance for school districts, Section 4201 schools, and counties. The periodicity for adjustment to the fees shall be consistent with Medicare updates published by CMS.

TN #09-61

Supersedes TN New

Approval Date \_\_\_\_\_

Effective Date \_\_\_\_\_

## **9. Audiological Evaluations**

Fees will be established for each service encounter and shall be set at a percentage of the Medicare fee schedule based on the weighted average utilization for the dominant procedure code(s) within the service category as defined by the State Department of Health in collaboration with the State Education Department. Such fees may be adjusted for regional differences.

Fees shall be published on the Department of Health's website, on the State Education Department's website, on the eMedNY website and shall be issued in policy and billing guidance for school districts, Section 4201 schools, and counties. The periodicity for adjustment to the fees shall be consistent with Medicare updates published by CMS.

## **10. Care Coordination**

Fees will be established for each service encounter and shall be set at rates that reflect the average costs for providing such services. Such fees may be adjusted for regional differences.

Fees shall be published on the Department of Health's website, on the State Education Department's website, on the eMedNY website and shall be issued in policy and billing guidance for school districts, Section 4201 schools, and counties. The periodicity for adjustment to the fees shall be consistent with Medicare updates published by CMS.

## **11. Special Transportation**

The districts were grouped based on the districts geographical area and the number of special education children enrolled in the district. From these groups, 37 districts were randomly selected. An average cost per round trip was determined for each sampled district. The procedure used to determine these groupings is a regression analysis method based on recursive partitioning. The technique is usually referred to as Classification and Regression Trees (CART). The fees are stratified estimates within these groups.

Separate fees for NYC and the Westchester/Long Island districts were calculated. The remaining districts were then sub-divided by the number of Special Education children per square mile. The districts with greater than a number 40.8 Special Education children per square mile were put into one group and districts with less than 40.8 Special Education children per square mile were placed in a second group.

TN #09-61  
Supersedes TN New

Approval Date \_\_\_\_\_  
Effective Date \_\_\_\_\_

Attachment 3.1-A  
Supplement

**School Supportive Health Services and Pre-School Supportive Health Services**

School Supportive Health Services (SSHS) and Pre-School Supportive Health Services (PSSHS) are services provided by or through local school districts, municipalities or the New York City Board of Education to children with or suspected of having disabilities, who attend public or State Education Department approved schools or preschools. Effective July 1, 2009, the services covered by the SSHS and PSSHS Program for Medicaid eligible children under the age of 21 who are eligible for Early and Periodic Screening, Diagnosis and Treatment (EPSDT) include medically necessary physical therapy services (individual and group), occupational therapy services (individual and group), speech therapy services (individual and group), psychological counseling ( individual and group), skilled nursing services, psychological evaluations ( basic and comprehensive ), medical evaluations, medical specialist evaluations, audiological evaluations, care coordination, and special transportation within the limits of EPSDT services when included in a child's Individualized Education Plan (IEP) and when provided by qualified professionals under contract with or employed by a school district; a Section 4201 school; an approved pre-school; a county in the State or the City of New York, and when furnished in accordance with all requirements of the State Medicaid Program and other pertinent state and federal laws and regulations. The school districts, the New York City Board of Education and counties must be enrolled as Medicaid providers to bill Medicaid.

**1. Physical Therapy Services**

**Definition:** Physical therapy services outlined in this section of the State Plan are available to Medicaid eligible recipients age 3 to 21 years, who are eligible for Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) services and for whom services are medically necessary.

**Services:** Physical therapy services provided by: a school district; a Section 4201 school; an approved pre-school; a county in the State or the City of New York, must have a written order from a physician, physician's assistant, or nurse practitioner who is acting within the scope of his or her practice under NYS law and provided to a child by or under the direction of a qualified physical therapist. Physical therapy services must be part of the IEP as recommended by the Committee on Preschool Special Education (CPSE) or Committee on Special Education (CSE) and should be delivered as indicated on the IEP. These services include any necessary supplies and equipment utilized during the therapy session.

TN #09-61 \_\_\_\_\_  
Supersedes TN New \_\_\_\_\_

Approval Date \_\_\_\_\_  
Effective Date \_\_\_\_\_



**Attachment 3.1-A  
Supplement**

Medically necessary EPSDT services are health care, diagnostic services, treatments and other measures necessary to correct or ameliorate physical defects, mental illnesses, and other disabilities.

Physical therapy services include but are not limited to:

- The identification of children with physical therapy needs;
- Evaluation for the purpose of determining the nature, extent and degree of the need for physical therapy services;
- Physical therapy services provided for the purpose of preventing or alleviating movement dysfunction and related functional problems;
- Obtaining, interpreting, and integrating information appropriate to program planning;
- Diagnosis and treatment of physical disability, injury or disease using physical and mechanical means, including but not limited to, heat, cold, light, air, water, sound, electricity, massage, mobilization and therapeutic exercise with or without assistive devices, and
- The performance and interpretation of tests and measurements to assist pathopsychological, pathomechanical and developmental deficits of human systems to determine treatment and assist in diagnosis and prognosis.

Physical therapy services may be provided in an individual or group setting.

**Providers:** Services must be provided by:

- a qualified New York State licensed and registered physical therapist or a certified physical therapy assistant in accordance with 42CFR 440.110(a) and within applicable state and federal laws and regulations.

Services may be rendered in an Article 28 certified facility, preschools, public school, approved private school, 4201 and state operated schools, in private practitioner's offices, at home and/or in community based settings.

**TN #09-61** \_\_\_\_\_  
**Supersedes TN** New \_\_\_\_\_

**Approval Date** \_\_\_\_\_  
**Effective Date** \_\_\_\_\_

**Limitations:** Physical therapy services shall be limited to medically necessary care as documented in the child's IEP.

## 2. Occupational Therapy Services

**Definition:** Occupational therapy services as outlined in this section of the State Plan are available to Medicaid eligible recipients age 3 to 21 years, who are eligible for Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) services and for whom services are medically necessary.

**Services:** Occupational therapy services provided by: a school district; a Section 4201 school; an approved pre-school; a county in the State or the City of New York must have a written order from a physician, physician's assistant, or nurse practitioner who is acting within the scope of his or her practice under NYS law and provided to a child by or under the direction of a qualified occupational therapist. Occupational therapy services must be part of the IEP as recommended by the Committee on Preschool Special Education (CPSE) or Committee on Special Education (CSE) and should be delivered as indicated in the IEP. These services include any necessary supplies and equipment utilized during the therapy session.

Medically necessary EPSDT services are health care, diagnostic services, treatments, and other measures necessary to correct or ameliorate physical defects, mental illnesses, and other disabilities.

Occupational therapy services include but are not limited to:

- The identification of children with occupational therapy needs;
- Evaluation for the purpose of determining the nature, extent and degree of the need for occupational therapy services;
- Improving, developing or restoring functions impaired or lost through illness, injury, or deprivation;
- Preventing through early intervention, initial or further impairment or loss of function, and
- The planning and utilization of a program of purposeful activities to develop or maintain adaptive skills designed to achieve maximal physical and mental functioning of the student in daily life tasks.

Occupational therapy services may be provided in an individual or group setting.

TN #09-61 \_\_\_\_\_  
Supersedes TN New \_\_\_\_\_

Approval Date \_\_\_\_\_  
Effective Date \_\_\_\_\_

Attachment 3.1-A  
Supplement

**Providers:** Services must be provided by:

- a qualified New York State licensed and registered occupational therapist or a certified occupational therapy assistant (COTA) in accordance with 42CFR 440.110(b) and applicable state and federal laws and regulations.

Services may be rendered in an Article 28 certified facility, preschools, public, approved private, 4201 and state operated schools, in private practitioner's offices, at home and/or in community based settings.

**Limitations:** Occupational therapy services shall be limited to medically necessary care as documented in the child's IEP.

### **3. Speech Therapy Services**

**Definition:** Speech therapy services as outlined in this section of the State Plan are available to Medicaid eligible recipients age 3 to 21 years, who are eligible for Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) services and for whom services are medically necessary.

**Services:** Speech therapy services provided by: a school district; a Section 4201 school; an approved pre-school; a county in the State or the City of New York must have a written order from a physician, physician's assistant, nurse practitioner, or a speech-language pathologist who is acting within the scope of his or her practice under NYS law and provided to a child by or under the direction of a qualified speech-language pathologist. Speech therapy services must be part of the IEP as recommended by the Committee on Preschool Special Education (CPSE) or Committee on Special Education (CSE) and should be delivered as indicated in the IEP.

Medically necessary EPSDT services are health care, diagnostic services, treatments and other measures to correct or ameliorate physical defects, mental illnesses, and other disabilities.

TN #09-61 \_\_\_\_\_  
Supersedes TN New \_\_\_\_\_

Approval Date \_\_\_\_\_  
Effective Date \_\_\_\_\_

**Attachment 3.1-A  
Supplement**

Speech therapy services include but are not limited to:

- Identification of children with speech disorders;
- Diagnosis and appraisal of specific speech disorders;
- Referral for medical or other professional attention necessary for the habilitation of speech disorders;
- Provision of speech or language services for the habilitation or prevention of communicative disorders.
- Evaluation and application of principles, methods and procedures of measurement, prediction, diagnosis, testing, counseling, consultation, rehabilitation and instruction, related to the development of disorders of speech, voice, and/or language, and
- Preventing, ameliorating or modifying speech disorder conditions in children and/or groups of children.

Speech therapy services may be provided in an individual or group setting.

**Providers:** Services must be provided by:

- a New York State licensed and registered speech-language pathologist in accordance with 42CFR Section 440.110(c) and applicable state and federal laws and regulations; or
- a teacher certified to provide speech and language services when the teacher is acting under the supervision or direction of a qualified speech language therapist in accordance with 42CFR Section 440.110(c) and other applicable state and federal laws and regulations.

Services may be rendered in a preschool or a school setting by a teacher certified to provide speech and language services or by a speech and language pathologist in a preschool, school, home, Article 28 certified clinic setting, or a private practitioner's office.

**Limitations:** Speech therapy services shall be limited to medically necessary care as documented in the child's IEP.

**4. Psychological Counseling**

**Definition:** Psychological counseling services outlined in this section of the State Plan are available to Medicaid-eligible recipients age 3 to 21 years, who are eligible for Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) services and for whom services are medically necessary.

TN #09-61 \_\_\_\_\_  
Supersedes TN New \_\_\_\_\_

Approval Date \_\_\_\_\_  
Effective Date \_\_\_\_\_

**Attachment 3.1-A  
Supplement**

**Services:** Psychological counseling provided by: a school district; a Section 4201 school; an approved pre-school; a county in the State or the City of New York must have a written order from a physician, physician's assistant, or a nurse practitioner who is acting within the scope of his or her practice under NYS law or an appropriate school official and provided to a child by or under the direction of a qualified practitioner. Psychological counseling services must be part of the IEP as recommended by the Committee on Preschool Special Education (CPSE) or Committee on Special Education (CSE) and should be delivered as indicated in the IEP.

Medically necessary EPSDT services are healthcare, diagnostic services, treatments and other measures to correct or ameliorate physical defects, mental illnesses, and other disabilities.

Psychological counseling services include:

- treatment services using a variety of techniques to assist the student in ameliorating behavioral and emotional problems that are severe enough to require treatment.

Psychological counseling services may be provided in an individual or group setting.

**Providers:** Psychological counseling services must be provided by a qualified practitioner in accordance with the qualification requirements of 42 CFR Section 440.60(a) and 440.50(a) (2) and with other applicable state and federal laws or regulations. Psychological counseling services must be provided by a professional whose credentials allow them to provide that same service outside of the school in order to bill NY Medicaid.

Services may be provided by:

- a New York State licensed and registered psychiatrist in accordance with 42CFR Section 440.50(a) and other applicable state and federal law or regulations; or
- a New York State licensed certified social worker or a licensed master social worker in accordance with 42CFR Section 440.60(a) and other applicable state and federal law or regulations, or
- a psychologist who is qualified as a clinical psychologist in accordance with 42CFR Section 440.60(a) and other applicable state and federal law or regulations.

Services may be rendered in an Article 28 certified facility, preschools, public, approved private, 4201 and state operated schools, in private practitioner's offices, at home and/or in community based settings.

TN #09-61 \_\_\_\_\_

Supersedes TN New \_\_\_\_\_

Approval Date \_\_\_\_\_

Effective Date \_\_\_\_\_

Attachment 3.1-A  
Supplement

**Limitations:** Psychological counseling shall be limited to services provided to children whose severe behavioral or emotional problems require ongoing therapeutic counseling intervention and as documented in the child's IEP.

**5. Skilled Nursing**

**Definition:** Skilled nursing services outlined in this section of the State Plan are available to Medicaid eligible recipients age 3 to 21 years, who are eligible for Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) services and for whom services are medically necessary.

**Services:** Skilled nursing services provided by: a school district; a Section 4201 school; an approved pre-school; a county in the State or the City of New York must have a written order from a physician, physician's assistant, or nurse practitioner who is acting within the scope of his or her practice under NYS law and provided to a child by a registered nurse. Skilled nursing services must be part of the IEP as recommended by the Committee on Preschool Special Education (CPSE) or Committee on Special Education (CSE) when there is a specific need based on a medical condition of the child.

Medically necessary EPSDT services are health care, diagnostic services, treatments and other measures necessary to correct and ameliorate physical defects, mental illnesses, and other disabilities.

Skilled nursing services include the promotion of health, prevention of illness, care of the ill and disabled people through the provision of services essential to the maintenance and restoration of health. Skilled nursing services may include:

- health assessments and evaluations;
- medical treatments and procedures;
- administering and/or monitoring medication needed by the student during school hours;
- and
- consultation with licensed physicians, parents and staff regarding the effects of medication.

**Providers:** Skilled nursing services must be provided by a qualified nurse who meets the qualification requirements of 42 CFR Section 440.60(a) in accordance with other applicable state and federal law or regulation.

TN #09-61 \_\_\_\_\_  
Supersedes TN New \_\_\_\_\_

Approval Date \_\_\_\_\_  
Effective Date \_\_\_\_\_

Services may be provided by:

- a New York State licensed and registered nurse; or
- a New York State licensed practical nurse, under the supervision of a New York State licensed and registered nurse in accordance with the Nurse Practice Act.

Services may be rendered in an Article 28 certified facility, preschools, public, approved private, 4201 and state operated schools, in private practitioner's offices, at home and/or in community based settings.

**Limitations:** Skilled nursing services shall be limited to medically necessary care as documented in the child's IEP.

## **6. Psychological Evaluations**

**Definition:** Basic and comprehensive psychological evaluations outlined in this section of the State Plan are available to Medicaid-eligible recipients age 3 to 21 years, who are eligible for Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) services and for whom services are medically necessary.

**Services:** Medically necessary EPSDT services are health care, diagnostic services, treatments, and other measures to correct or ameliorate physical defects, mental illnesses, and other disabilities.

Psychological evaluations include but are not limited to:

- Administering psychological tests and other assessment procedures;
- Interpreting testing and assessment results, and
- Evaluating a Medicaid recipient for the purpose of determining the needs for specific psychological, health or related services.

Basic and comprehensive psychological evaluations provided by: a school district; a Section 4201 school; an approved pre-school; a county in the State or the City of New York must have a written order from a physician, physician's assistant, or nurse practitioner who is acting within the scope of his or her practice under NYS law or an appropriate school official or other voluntary health or social agency and provided to a child by a qualified practitioner. Basic and comprehensive psychological evaluations must be part of the IEP process as recommended by the Committee on Preschool Special Education (CPSE) or Committee on Special Education (CSE).

TN #09-61 \_\_\_\_\_  
Supersedes TN New \_\_\_\_\_

Approval Date \_\_\_\_\_  
Effective Date \_\_\_\_\_

**Attachment 3.1-A  
Supplement**

A basic psychological evaluation includes a diagnostic evaluation and testing to study and describe a student's developmental, learning, behavioral and other personality characteristics.

A comprehensive psychological evaluation is diagnostic evaluation and testing to study and describe a student's developmental, learning, behavioral and other personality characteristics. It includes a social history which includes but is not limited to:

- data of family composition;
- family history;
- developmental history of the student;
- health of the student;
- family interaction and, and
- school or preschool adjustment of the student.

**Providers:** Psychological evaluations must be provided by a qualified provider who meets the requirements of 42 CFR Section 440.60 or 42 CFR Section 440.50(a) and other applicable state and federal laws and regulations and whose credentials allow them to provide that same service outside of the school in order to bill Medicaid;

Services may be provided by:

- a New York State licensed and registered psychiatrist in accordance with 42CFR Section 440.50(a) and other applicable state and federal law or regulations; or
- A psychologist who is qualified as a clinical psychologist in New York State in accordance with 42CFR Section 440.60(a) and other applicable state and federal law or regulations.

Services may be rendered in an Article 28 certified facility, preschools, public, approved private, 4201 and state operated schools, in private practitioner's offices, at home and/or in community based settings.

**TN #09-61** \_\_\_\_\_

**Supersedes TN** New \_\_\_\_\_

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

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



**Limitations:** Psychological evaluations shall be limited to medically necessary care as documented in the child's IEP.

## 7. Medical Evaluations

**Definition:** Medical evaluations outlined in this section of the State Plan are available to Medicaid-eligible recipients age 3 to 21 years, who are eligible for Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) services and for whom services are medically necessary.

**Services:** Medically necessary EPSDT services are health care, diagnostic services, treatments, and other measures to correct or ameliorate physical defects, mental illnesses, and other disabilities.

A medical evaluation is the recording of:

- chief complaints;
- present illness;
- family history;
- past medical history;
- personal history and social history;
- a system review
- a complete physical evaluation;
- ordering of appropriate diagnostic tests and procedures, and
- recommended plan of treatment

Medical evaluations provided by: a school district; a Section 4201 school; an approved pre-school; a county in the State or the City of New York must be performed by a physician, physician's assistant, or nurse practitioner who is acting within the scope of his or her practice under NYS law. A medical evaluation must be part of the IEP process as recommended by the Committee on Preschool Special Education (CPSE) or Committee on Special Education (CSE).

**Providers:** A medical evaluation must be provided by a qualified New York State licensed and registered, physician, physician's assistant, or nurse practitioner in accordance with 42CFR Section 440.50(a), 440.60(a) and 440.166(a) and other applicable state and federal laws and regulations.

TN #09-61 \_\_\_\_\_  
Supersedes TN New \_\_\_\_\_

Approval Date \_\_\_\_\_  
Effective Date \_\_\_\_\_

Attachment 3.1-A  
Supplement

Services may be rendered in an Article 28 certified facility, preschools, public, approved private, 4201 and state operated schools, in private practitioner's offices, at home and/or in community based settings.

**Limitations:** A school physical scheduled in accordance with Section 903 of the New York State Education Law may be billed as a medical evaluation for a student suspected of having a disability if the medical examination was used in the IEP process. A medical evaluation must be a face-to-face encounter with the practitioner and child and cannot be claimed by a physician's, physician's assistant's, or nurse practitioner's sign-off on all related services indicated in the student's IEP.

## **8. Medical Specialist Evaluations**

**Definition:** Medical specialist evaluations outlined in this section of the State Plan are available to Medicaid-eligible recipients age 3 to 21 years, who are eligible for Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) services and for whom services are medically necessary.

**Services:** Medically necessary EPSDT services are health care, diagnostic services, treatments, and other measures to correct and ameliorate physical defects, mental illnesses, and other disabilities.

Medical specialist evaluations provided by: a school district; a Section 4201 school; an approved pre-school; a county in the State or the City of New York requires a medical referral in writing from a New York State licensed and registered physician, registered physician's assistant under the supervision of a New York State licensed and registered physician, or a New York State licensed nurse practitioner who is acting within the scope of his or her practice under New York State law and provided to a student by a qualified practitioner. A medical specialist evaluation must be part of the IEP process as recommended by the Committee on Preschool Special Education (CPSE) or Committee on Special Education (CSE).

A medical specialist evaluation is:

- an examination of the affected bodily area or organ system and other symptomatic or related organ systems;
- the ordering of appropriate diagnostic tests and procedures, and
- the reviewing of the results and reporting on the tests and procedures.

TN #09-61 \_\_\_\_\_

Supersedes TN New \_\_\_\_\_

Approval Date \_\_\_\_\_

Effective Date \_\_\_\_\_

**Providers:** A medical evaluation must be provided by a qualified New York State licensed and registered specialist physician practicing in the related area of specialization in accordance with 42CFR Section 440.50(a) and other applicable state and federal laws and regulations.

Services may be rendered in an Article 28 certified facilities, preschools, public, approved private, 4201 and state operated schools, in private practitioner's offices, at home and/or in community based settings.

**Limitations:** Medical evaluation services require a referral in writing from a New York State licensed and registered physician, registered physician's assistant under the supervision of a New York State licensed and registered physician, or a New York State licensed nurse practitioner.

## 9. **Audiological Evaluations**

**Definition:** Audiological evaluations as outlined in this section of the State Plan are available to Medicaid-eligible recipients age 3 to 21 years, who are eligible for Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) services and for whom services are medically necessary.

**Services:** Audiological evaluations provided by: a school district; a Section 4201 school; an approved pre-school; a county in the State or the City of New York must have a written order from a physician, physician's assistant, or nurse practitioner who is acting within the scope of his or her practice under NYS law and provided to a child by a qualified practitioner. An audiological evaluation must be part of the IEP process as recommended by the Committee on Preschool Special Education (CPSE) or Committee on Special Education (CSE).

Medically necessary EPSDT services are health care, diagnostic services, treatments, and other measures to correct and ameliorate physical defects, mental illnesses, and other disabilities.

Medically necessary audiology services include but are not limited to:

- Identification of children with hearing loss;
- Determination of the range, nature and degree of hearing loss, including the referral for medical or other professional attention for the amelioration of hearing;
- Provision of amelioration activities, and  
Determination of the child's need for group and individual amplification.

TN #09-61 \_\_\_\_\_  
Supersedes TN New \_\_\_\_\_

Approval Date \_\_\_\_\_  
Effective Date \_\_\_\_\_

An audiological evaluation is the determination of the range, nature and degree of hearing loss including:

- Measurement of hearing acuity;
- tests relating to air and bone conduction;
- speech reception threshold;
- speech discrimination;
- conformity evaluations;
- pure tone audiometry.

**Providers:** Audiology services must be provided by a New York State licensed and registered audiologist who meets the qualification requirements in accordance with 42 CFR Section 440.60(a) and 42CFR Section 440.110(c)(3) and other applicable state and federal law or regulation.

Services may be rendered in an Article 28 certified facility, preschools, public, approved private, 4201 and state operated schools, in private practitioner's offices, at home and/or in community based settings.

**Limitations:** Audiological evaluations must be prescribed by a physician, physician's assistant, or nurse practitioner and must be included in the child's IEP.

## **10. Care Coordination**

**Definition:** Care Coordination services outlined in this section of the state plan are available to Medicaid-eligible recipients age 3 to 21 years. These services consist of coordination and facilitation of all medical and health related services as provided in a child's IEP and covered by Medicaid.

Medically necessary EPSDT services are health care, diagnostic services, treatments, and other measures to correct and ameliorate physical defects, mental illnesses, and other disabilities.

TN #09-61 \_\_\_\_\_  
Supersedes TN New \_\_\_\_\_

Approval Date \_\_\_\_\_  
Effective Date \_\_\_\_\_

Attachment 3.1-A  
Supplement

**Services:** Care Coordination services facilitate communication, assistance, and guidance necessary to achieve the medical and health related goals of the IEP. This entails outreach to parents/guardians, teachers, school staff, health care providers, and the client. Care Coordination services include but are not limited to the following:

1. Assist the child in gaining access to all health and medical services in the IEP;
2. Provide needed client information to health care providers in reviewing the need for continued services;
3. Assure the delivery of services as recommended in the IEP by scheduling, necessary follow-up of all medical appointments;
4. Maintain familiarity with the treatment plan as recommended by the Committee on Special Education or health care providers as stated in the IEP;
5. Maintain continued involvement in the care plan throughout the recommended plan period and update the plan as recommended by the health care providers or the Committee on Special Education;
6. Provide face-to-face contact at the beginning of the treatment plan and periodically thereafter;
7. Obtain parental consent as necessary;
8. Review progress notes and maintain records of all services provided under the IEP;  
and
9. Ensure adherence to the frequency and duration of the services in the IEP.

**Providers:**

Care Coordination services must be provided by an individual employed by or under contract to a school district; a Section 4201 school; an approved preschool; a county in the State or the City of New York, or a municipality in the State, taking into consideration the primary disability manifested by the child, the child's needs, and the services recommended in the IEP. Services may be rendered in an Article 28 certified facilities, preschools, public, approved private, 4201 and state operated schools, in private practitioner's offices, at home and/or in community based settings.

**Limitations:** Care Coordination services are limited to those services documented in a child's IEP.

TN #09-61 \_\_\_\_\_  
Supersedes TN New \_\_\_\_\_

Approval Date \_\_\_\_\_  
Effective Date \_\_\_\_\_

## **11. Special Transportation**

**Definition:** Special transportation outlined in this section of the State Plan is available to Medicaid-eligible recipients age 3 to 21 years, who are eligible for Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) services and for whom services are medically necessary.

Medically necessary EPSDT services are health care, diagnostic services, treatments, and other measures to correct and ameliorate physical defects, mental illnesses, and other disabilities.

**Services:** Special transportation provided by: a school district; a Section 4201 school; an approved pre-school; a county in the State or the City of New York must be recommended by the Committee on Special Education (CSE), or the Committee on Preschool Special Education (CPSE). Special transportation arrangements must be identified in the IEP.

Special transportation is provided when a student requires specialized transportation equipment, supports or services because of his/her disability as cited in 34CFR300.24(b) (15).

### **Providers:**

Special transportation services must be provided by a qualified Medicaid provider. Attendance (bus logs) is required in order to bill Medicaid.

**Limitations:** Special transportation is limited to those situations where the child receives transportation to obtain a Medicaid covered service (other than transportation), and both the Medicaid covered service and the need for transportation are included in the child's IEP.

TN #09-61 \_\_\_\_\_

Supersedes TN New \_\_\_\_\_

Approval Date \_\_\_\_\_

Effective Date \_\_\_\_\_

Attachment 3.1-B  
Supplement

**School Supportive Health Services and Pre-School Supportive Health Services**  
School Supportive Health Services (SSHS) and Pre-School Supportive Health Services (PSSHS) are services provided by or through local school districts, municipalities or the New York City Board of Education to children with or suspected of having disabilities, who attend public or State Education Department approved schools or preschools. Effective July 1, 2009, the services covered by the SSHS and PSSHS Program for Medicaid eligible children under the age of 21 who are eligible for Early and Periodic Screening, Diagnosis and Treatment (EPSDT) include medically necessary physical therapy services (individual and group), occupational therapy services (individual and group), speech therapy services (individual and group), psychological counseling (individual and group), skilled nursing services, psychological evaluations (basic and comprehensive), medical evaluations, medical specialist evaluations, audiological evaluations, care coordination, and special transportation within the limits of EPSDT services when included in a child's Individualized Education Plan (IEP) and when provided by qualified professionals under contract with or employed by a school district; a Section 4201 school; an approved pre-school; a county in the State or the City of New York, and when furnished in accordance with all requirements of the State Medicaid Program and other pertinent state and federal laws and regulations. The school districts, the New York City Board of Education and counties must be enrolled as Medicaid providers to bill Medicaid.

**1. Physical Therapy Services**

**Definition:** Physical therapy services outlined in this section of the State Plan are available to Medicaid eligible recipients age 3 to 21 years, who are eligible for Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) services and for whom services are medically necessary.

**Services:** Physical therapy services provided by: a school district; a Section 4201 school; an approved pre-school; a county in the State or the City of New York, must have a written order from a physician, physician's assistant, or nurse practitioner who is acting within the scope of his or her practice under NYS law and provided to a child by or under the direction of a qualified physical therapist. Physical therapy services must be part of the IEP as recommended by the Committee on Preschool Special Education (CPSE) or Committee on Special Education (CSE) and should be delivered as indicated on the IEP. These services include any necessary supplies and equipment utilized during the therapy session.

TN #09-61 \_\_\_\_\_  
Supersedes TN New \_\_\_\_\_

Approval Date \_\_\_\_\_  
Effective Date \_\_\_\_\_

**Attachment 3.1-B  
Supplement**

Medically necessary EPSDT services are health care, diagnostic services, treatments and other measures necessary to correct or ameliorate physical defects, mental illnesses, and other disabilities.

Physical therapy services include but are not limited to:

- The identification of children with physical therapy needs;
- Evaluation for the purpose of determining the nature, extent and degree of the need for physical therapy services;
- Physical therapy services provided for the purpose of preventing or alleviating movement dysfunction and related functional problems;
- Obtaining, interpreting, and integrating information appropriate to program planning;
- Diagnosis and treatment of physical disability, injury or disease using physical and mechanical means, including but not limited to, heat, cold, light, air, water, sound, electricity, massage, mobilization and therapeutic exercise with or without assistive devices, and
- The performance and interpretation of tests and measurements to assist pathopsychological, pathomechanical and developmental deficits of human systems to determine treatment and assist in diagnosis and prognosis.

Physical therapy services may be provided in an individual or group setting.

**Providers:** Services must be provided by:

- a qualified New York State licensed and registered physical therapist or a certified physical therapy assistant in accordance with 42CFR 440.110(a) and within applicable state and federal laws and regulations.

Services may be rendered in an Article 28 certified facility, preschools, public school, approved private school, 4201 and state operated schools, in private practitioner's offices, at home and/or in community based settings.

**TN #09-61** \_\_\_\_\_

**Supersedes TN** New \_\_\_\_\_

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

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



Attachment 3.1-B  
Supplement

**Limitations:** Physical therapy services shall be limited to medically necessary care as documented in the child's IEP.

**2. Occupational Therapy Services**

**Definition:** Occupational therapy services as outlined in this section of the State Plan are available to Medicaid eligible recipients age 3 to 21 years, who are eligible for Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) services and for whom services are medically necessary.

**Services:** Occupational therapy services provided by: a school district; a Section 4201 school; an approved pre-school; a county in the State or the City of New York must have a written order from a physician, physician's assistant, or nurse practitioner who is acting within the scope of his or her practice under NYS law and provided to a child by or under the direction of a qualified occupational therapist. Occupational therapy services must be part of the IEP as recommended by the Committee on Preschool Special Education (CPSE) or Committee on Special Education (CSE) and should be delivered as indicated in the IEP. These services include any necessary supplies and equipment utilized during the therapy session.

Medically necessary EPSDT services are health care, diagnostic services, treatments, and other measures necessary to correct or ameliorate physical defects, mental illnesses, and other disabilities.

Occupational therapy services include but are not limited to:

- The identification of children with occupational therapy needs;
- Evaluation for the purpose of determining the nature, extent and degree of the need for occupational therapy services;
- Improving, developing or restoring functions impaired or lost through illness, injury, or deprivation;
- Preventing through early intervention, initial or further impairment or loss of function, and
- The planning and utilization of a program of purposeful activities to develop or maintain adaptive skills designed to achieve maximal physical and mental functioning of the student in daily life tasks.

Occupational therapy services may be provided in an individual or group setting.

TN #09-61 \_\_\_\_\_  
Supersedes TN New \_\_\_\_\_

Approval Date \_\_\_\_\_  
Effective Date \_\_\_\_\_

Attachment 3.1-B  
Supplement

**Providers:** Services must be provided by:

- a qualified New York State licensed and registered occupational therapist or a certified occupational therapy assistant (COTA) in accordance with 42CFR 440.110(b) and applicable state and federal laws and regulations.

Services may be rendered in an Article 28 certified facility, preschools, public, approved private, 4201 and state operated schools, in private practitioner's offices, at home and/or in community based settings.

**Limitations:** Occupational therapy services shall be limited to medically necessary care as documented in the child's IEP.

**3. Speech Therapy Services**

**Definition:** Speech therapy services as outlined in this section of the State Plan are available to Medicaid eligible recipients age 3 to 21 years, who are eligible for Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) services and for whom services are medically necessary.

**Services:** Speech therapy services provided by: a school district; a Section 4201 school; an approved pre-school; a county in the State or the City of New York must have a written order from a physician, physician's assistant, nurse practitioner, or a speech-language pathologist who is acting within the scope of his or her practice under NYS law and provided to a child by or under the direction of a qualified speech-language pathologist. Speech therapy services must be part of the IEP as recommended by the Committee on Preschool Special Education (CPSE) or Committee on Special Education (CSE) and should be delivered as indicated in the IEP.

Medically necessary EPSDT services are health care, diagnostic services, treatments and other measures to correct or ameliorate physical defects, mental illnesses, and other disabilities.

TN #09-61 \_\_\_\_\_  
Supersedes TN New \_\_\_\_\_

Approval Date \_\_\_\_\_  
Effective Date \_\_\_\_\_

**Attachment 3.1-B  
Supplement**

Speech therapy services include but are not limited to:

- Identification of children with speech disorders;
- Diagnosis and appraisal of specific speech disorders;
- Referral for medical or other professional attention necessary for the habilitation of speech disorders;
- Provision of speech or language services for the habilitation or prevention of communicative disorders;
- Evaluation and application of principles, methods and procedures of measurement, prediction, diagnosis, testing, counseling, consultation, rehabilitation and instruction, related to the development of disorders of speech, voice, and/or language, and
- Preventing, ameliorating or modifying speech disorder conditions in children and/or groups of children.

Speech therapy services may be provided in an individual or group setting.

**Providers:** Services must be provided by:

- a New York State licensed and registered speech-language pathologist in accordance with 42CFR Section 440.110(c) and applicable state and federal laws and regulations; or
- a teacher certified to provide speech and language services when the teacher is acting under the supervision or direction of a qualified speech language therapist in accordance with 42CFR Section 440.110(c) and other applicable state and federal laws and regulations.

Services may be rendered in a preschool or a school setting by a teacher certified to provide speech and language services or by a speech and language pathologist in a preschool, school, home, Article 28 certified clinic setting, or a private practitioner's office.

**Limitations:** Speech therapy services shall be limited to medically necessary care as documented in the child's IEP.

#### **4. Psychological Counseling**

**Definition:** Psychological counseling services outlined in this section of the State Plan are available to Medicaid-eligible recipients age 3 to 21 years, who are eligible for Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) services and for whom services are medically necessary.

TN #09-61 \_\_\_\_\_  
Supersedes TN New \_\_\_\_\_

Approval Date \_\_\_\_\_  
Effective Date \_\_\_\_\_

**Attachment 3.1-B  
Supplement**

**Services:** Psychological counseling provided by: a school district; a Section 4201 school; an approved pre-school; a county in the State or the City of New York must have a written order from a physician, physician's assistant, or a nurse practitioner who is acting within the scope of his or her practice under NYS law or an appropriate school official and provided to a child by or under the direction of a qualified practitioner. Psychological counseling services must be part of the IEP as recommended by the Committee on Preschool Special Education (CPSE) or Committee on Special Education (CSE) and should be delivered as indicated in the IEP.

Medically necessary EPSDT services are healthcare, diagnostic services, treatments and other measures to correct or ameliorate physical defects, mental illnesses, and other disabilities.

Psychological counseling services include:

- treatment services using a variety of techniques to assist the student in ameliorating behavioral and emotional problems that are severe enough to require treatment.

Psychological counseling services may be provided in an individual or group setting.

**Providers:** Psychological counseling services must be provided by a qualified practitioner in accordance with the qualification requirements of 42 CFR Section 440.60(a) and 440.50(a) (2) and with other applicable state and federal laws or regulations. Psychological counseling services must be provided by a professional whose credentials allow them to provide that same service outside of the school in order to bill NY Medicaid.

Services may be provided by:

- a New York State licensed and registered psychiatrist in accordance with 42CFR Section 440.50(a) and other applicable state and federal law or regulations; or
- a New York State licensed certified social worker or a licensed master social worker in accordance with 42CFR Section 440.60(a) and other applicable state and federal law or regulations, or
- a psychologist who is qualified as a clinical psychologist in accordance with 42CFR Section 440.60(a) and other applicable state and federal law or regulations.

Services may be rendered in an Article 28 certified facility, preschools, public, approved private, 4201 and state operated schools, in private practitioner's offices, at home and/or in community based settings.

TN #09-61 \_\_\_\_\_

Supersedes TN New \_\_\_\_\_

Approval Date \_\_\_\_\_

Effective Date \_\_\_\_\_

**Attachment 3.1-B  
Supplement**

**Limitations:** Psychological counseling shall be limited to services provided to children whose severe behavioral or emotional problems require ongoing therapeutic counseling intervention and as documented in the child's IEP.

**5. Skilled Nursing**

**Definition:** Skilled nursing services outlined in this section of the State Plan are available to Medicaid eligible recipients age 3 to 21 years, who are eligible for Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) services and for whom services are medically necessary.

**Services:** Skilled nursing services provided by: a school district; a Section 4201 school; an approved pre-school; a county in the State or the City of New York must have a written order from a physician, physician's assistant, or nurse practitioner who is acting within the scope of his or her practice under NYS law and provided to a child by a registered nurse. Skilled nursing services must be part of the IEP as recommended by the Committee on Preschool Special Education (CPSE) or Committee on Special Education (CSE) when there is a specific need based on a medical condition of the child.

Medically necessary EPSDT services are health care, diagnostic services, treatments and other measures necessary to correct and ameliorate physical defects, mental illnesses, and other disabilities.

Skilled nursing services include the promotion of health, prevention of illness, care of the ill and disabled people through the provision of services essential to the maintenance and restoration of health. Skilled nursing services may include:

- health assessments and evaluations;
- medical treatments and procedures;
- administering and/or monitoring medication needed by the student during school hours;
- and
- consultation with licensed physicians, parents and staff regarding the effects of medication.

**Providers:** Skilled nursing services must be provided by a qualified nurse who meets the qualification requirements of 42 CFR Section 440.60(a) in accordance with other applicable state and federal law or regulation.

TN #09-61 \_\_\_\_\_  
Supersedes TN New \_\_\_\_\_

Approval Date \_\_\_\_\_  
Effective Date \_\_\_\_\_

Attachment 3.1-B  
Supplement

Services may be provided by:

- a New York State licensed and registered nurse; or
- a New York State licensed practical nurse, under the supervision of a New York State licensed and registered nurse in accordance with the Nurse Practice Act.

Services may be rendered in an Article 28 certified facility, preschools, public, approved private, 4201 and state operated schools, in private practitioner's offices, at home and/or in community based settings.

**Limitations:** Skilled nursing services shall be limited to medically necessary care as documented in the child's IEP.

**6. Psychological Evaluations**

**Definition:** Basic and comprehensive psychological evaluations outlined in this section of the State Plan are available to Medicaid-eligible recipients age 3 to 21 years, who are eligible for Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) services and for whom services are medically necessary.

**Services:** Medically necessary EPSDT services are health care, diagnostic services, treatments, and other measures to correct or ameliorate physical defects, mental illnesses, and other disabilities.

Psychological evaluations include but are not limited to:

- Administering psychological tests and other assessment procedures;
- Interpreting testing and assessment results, and
- Evaluating a Medicaid recipient for the purpose of determining the needs for specific psychological, health or related services.

Basic and comprehensive psychological evaluations provided by: a school district; a Section 4201 school; an approved pre-school; a county in the State or the City of New York must have a written order from a physician, physician's assistant, or nurse practitioner who is acting within the scope of his or her practice under NYS law or an appropriate school official or other voluntary health or social agency and provided to a child by a qualified practitioner. Basic and comprehensive psychological evaluations must be part of the IEP process as recommended by the Committee on Preschool Special Education (CPSE) or Committee on Special Education (CSE).

TN #09-61 \_\_\_\_\_

Supersedes TN New \_\_\_\_\_

Approval Date \_\_\_\_\_

Effective Date \_\_\_\_\_

**Attachment 3.1-B  
Supplement**

A basic psychological evaluation includes a diagnostic evaluation and testing to study and describe a student's developmental, learning, behavioral and other personality characteristics.

A comprehensive psychological evaluation is diagnostic evaluation and testing to study and describe a student's developmental, learning, behavioral and other personality characteristics. It includes a social history which includes but is not limited to:

- data of family composition;
- family history;
- developmental history of the student;
- health of the student;
- family interaction and, and
- school or preschool adjustment of the student.

**Providers:** Psychological evaluations must be provided by a qualified provider who meets the requirements of 42 CFR Section 440.60 or 42 CFR Section 440.50(a) and other applicable state and federal laws and regulations and whose credentials allow them to provide that same service outside of the school in order to bill Medicaid.

Services may be provided by:

- a New York State licensed and registered psychiatrist in accordance with 42CFR Section 440.50(a) and other applicable state and federal law or regulations; or
- A psychologist who is qualified as a clinical psychologist in New York State in accordance with 42CFR Section 440.60(a) and other applicable state and federal law or regulations.

Services may be rendered in an Article 28 certified facility, preschools, public, approved private, 4201 and state operated schools, in private practitioner's offices, at home and/or in community based settings.

**TN #09-61** \_\_\_\_\_  
**Supersedes TN** New \_\_\_\_\_

**Approval Date** \_\_\_\_\_  
**Effective Date** \_\_\_\_\_

Attachment 3.1-B  
Supplement

**Limitations:** Psychological evaluations shall be limited to medically necessary care as documented in the child's IEP.

**7. Medical Evaluations**

**Definition:** Medical evaluations outlined in this section of the State Plan are available to Medicaid-eligible recipients age 3 to 21 years, who are eligible for Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) services and for whom services are medically necessary.

**Services:** Medically necessary EPSDT services are health care, diagnostic services, treatments, and other measures to correct or ameliorate physical defects, mental illnesses, and other disabilities.

A medical evaluation is the recording of:

- chief complaints;
- present illness;
- family history;
- past medical history;
- personal history and social history;
- a system review
- a complete physical evaluation;
- ordering of appropriate diagnostic tests and procedures, and
- recommended plan of treatment

Medical evaluations provided by: a school district; a Section 4201 school; an approved pre-school; a county in the State or the City of New York must be performed by a physician, physician's assistant, or nurse practitioner who is acting within the scope of his or her practice under NYS law. A medical evaluation must be part of the IEP process as recommended by the Committee on Preschool Special Education (CPSE) or Committee on Special Education (CSE).

**Providers:** A medical evaluation must be provided by a qualified New York State licensed and registered, physician, physician's assistant, or nurse practitioner in accordance with 42CFR Section 440.50(a), 440.60(a) and 440.166(a) and other applicable state and federal laws and regulations.

TN #09-61 \_\_\_\_\_

Supersedes TN New \_\_\_\_\_

Approval Date \_\_\_\_\_

Effective Date \_\_\_\_\_



Services may be rendered in an Article 28 certified facility, preschools, public, approved private, 4201 and state operated schools, in private practitioner's offices, at home and/or in community based settings.

**Limitations:** A school physical scheduled in accordance with Section 903 of the New York State Education Law may be billed as a medical evaluation for a student suspected of having a disability if the medical examination was used in the IEP process. A medical evaluation must be a face-to-face encounter with the practitioner and child and cannot be claimed by a physician's, physician's assistant's, or nurse practitioner's sign-off on all related services indicated in the student's IEP.

## **8. Medical Specialist Evaluations**

**Definition:** Medical specialist evaluations outlined in this section of the State Plan are available to Medicaid-eligible recipients age 3 to 21 years, who are eligible for Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) services and for whom services are medically necessary.

**Services:** Medically necessary EPSDT services are health care, diagnostic services, treatments, and other measures to correct and ameliorate physical defects, mental illnesses, and other disabilities.

Medical specialist evaluations provided by: a school district; a Section 4201 school; an approved pre-school; a county in the State or the City of New York requires a medical referral in writing from a New York State licensed and registered physician, registered physician's assistant under the supervision of a New York State licensed and registered physician, or a New York State licensed nurse practitioner who is acting within the scope of his or her practice under New York State law and provided to a student by a qualified practitioner. A medical specialist evaluation must be part of the IEP process as recommended by the Committee on Preschool Special Education (CPSE) or Committee on Special Education (CSE).

A medical specialist evaluation is:

- an examination of the affected bodily area or organ system and other symptomatic or related organ systems;
- the ordering of appropriate diagnostic tests and procedures, and
- the reviewing of the results and reporting on the tests and procedures.

**TN #09-61** \_\_\_\_\_

**Supersedes TN** New \_\_\_\_\_

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

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

**Providers:** A medical evaluation must be provided by a qualified New York State licensed and registered specialist physician practicing in the related area of specialization in accordance with 42CFR Section 440.50(a) and other applicable state and federal laws and regulations.

Services may be rendered in an Article 28 certified facilities, preschools, public, approved private, 4201 and state operated schools, in private practitioner's offices, at home and/or in community based settings.

**Limitations:** Medical evaluation services require a referral in writing from a New York State licensed and registered physician, registered physician's assistant under the supervision of a New York State licensed and registered physician, or a New York State licensed nurse practitioner.

## 9. **Audiological Evaluations**

**Definition:** Audiological evaluations as outlined in this section of the State Plan are available to Medicaid-eligible recipients age 3 to 21 years, who are eligible for Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) services and for whom services are medically necessary.

**Services:** Audiological evaluations provided by: a school district; a Section 4201 school; an approved pre-school; a county in the State or the City of New York must have a written order from a physician, physician's assistant, or nurse practitioner who is acting within the scope of his or her practice under NYS law and provided to a child by a qualified practitioner. An audiological evaluation must be part of the IEP process as recommended by the Committee on Preschool Special Education (CPSE) or Committee on Special Education (CSE).

Medically necessary EPSDT services are health care, diagnostic services, treatments, and other measures to correct and ameliorate physical defects, mental illnesses, and other disabilities.

Medically necessary audiology services include but are not limited to:

- Identification of children with hearing loss;
- Determination of the range, nature and degree of hearing loss, including the referral for medical or other professional attention for the amelioration of hearing;
- Provision of amelioration activities, and  
Determination of the child's need for group and individual amplification.

TN #09-61 \_\_\_\_\_

Approval Date \_\_\_\_\_

Supersedes TN New \_\_\_\_\_

Effective Date \_\_\_\_\_

Attachment 3.1-B  
Supplement

An audiological evaluation is the determination of the range, nature and degree of hearing loss including:

- Measurement of hearing acuity;
- tests relating to air and bone conduction;
- speech reception threshold;
- speech discrimination;
- conformity evaluations;
- pure tone audiometry.

**Providers:** Audiology services must be provided by a New York State licensed and registered audiologist who meets the qualification requirements in accordance with 42 CFR Section 440.60(a) and 42CFR Section 440.110(c)(3) and other applicable state and federal law or regulation.

Services may be rendered in an Article 28 certified facility, preschools, public, approved private, 4201 and state operated schools, in private practitioner's offices, at home and/or in community based settings.

**Limitations:** Audiological evaluations must be prescribed by a physician, physician's assistant, or nurse practitioner and must be included in the child's IEP.

**10. Care Coordination**

**Definition:** Care Coordination services outlined in this section of the state plan are available to Medicaid-eligible recipients age 3 to 21 years. These services consist of coordination and facilitation of all medical and health related services as provided in a child's IEP and covered by Medicaid.

Medically necessary EPSDT services are health care, diagnostic services, treatments, and other measures to correct and ameliorate physical defects, mental illnesses, and other disabilities.

TN #09-61 \_\_\_\_\_  
Supersedes TN New \_\_\_\_\_

Approval Date \_\_\_\_\_  
Effective Date \_\_\_\_\_

Attachment 3.1-B  
Supplement

**Services:** Care Coordination services facilitate communication, assistance, and guidance necessary to achieve the medical and health related goals of the IEP. This entails outreach to parents/guardians, teachers, school staff, health care providers, and the client. Care Coordination services include but are not limited to the following:

1. Assist the child in gaining access to all health and medical services in the IEP;
2. Provide needed client information to health care providers in reviewing the need for continued services;
3. Assure the delivery of services as recommended in the IEP by scheduling, necessary follow-up of all medical appointments;
4. Maintain familiarity with the treatment plan as recommended by the Committee on Special Education or health care providers as stated in the IEP;
5. Maintain continued involvement in the care plan throughout the recommended plan period and update the plan as recommended by the health care providers or the Committee on Special Education;
6. Provide face-to-face contact at the beginning of the treatment plan and periodically thereafter;
7. Obtain parental consent as necessary;
8. Review progress notes and maintain records of all services provided under the IEP; and
9. Ensure adherence to the frequency and duration of the services in the IEP.

**Providers:**

Care Coordination services must be provided by an individual employed by or under contract to a school district; a Section 4201 school; an approved preschool; a county in the State or the City of New York, or a municipality in the State, taking into consideration the primary disability manifested by the child, the child's needs, and the services recommended in the IEP. Services may be rendered in an Article 28 certified facilities, preschools, public, approved private, 4201 and state operated schools, in private practitioner's offices, at home and/or in community based settings.

**Limitations:** Care Coordination services are limited to those services documented in a child's IEP.

TN #09-61 \_\_\_\_\_  
Supersedes TN New \_\_\_\_\_

Approval Date \_\_\_\_\_  
Effective Date \_\_\_\_\_

## **11. Special Transportation**

**Definition:** Special transportation outlined in this section of the State Plan is available to Medicaid-eligible recipients age 3 to 21 years, who are eligible for Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) services and for whom services are medically necessary.

Medically necessary EPSDT services are health care, diagnostic services, treatments, and other measures to correct and ameliorate physical defects, mental illnesses, and other disabilities.

**Services:** Special transportation provided by: a school district; a Section 4201 school; an approved pre-school; a county in the State or the City of New York must be recommended by the Committee on Special Education (CSE), or the Committee on Preschool Special Education (CPSE). Special transportation arrangements must be identified in the IEP.

Special transportation is provided when a student requires specialized transportation equipment, supports or services because of his/her disability as cited in 34CFR300.24(b) (15).

### **Providers:**

Special transportation services must be provided by a qualified Medicaid provider. Attendance (bus logs) is required in order to bill Medicaid.

**Limitations:** Special transportation is limited to those situations where the child receives transportation to obtain a Medicaid covered service (other than transportation), and both the Medicaid covered service and the need for transportation are included in the child's IEP.

TN #09-61 \_\_\_\_\_

Supersedes TN New \_\_\_\_\_

Approval Date \_\_\_\_\_

Effective Date \_\_\_\_\_

**TYPE OF SERVICE**

Rehabilitative Services

**METHOD OF REIMBURSEMENT**

School Supportive Health Services

Physical Therapy Services

The fee covers services provided during a calendar month. A minimum of two services must be provided within the month in order to claim reimbursement. The monthly fee is made up of 1) direct costs, personal service costs and other than personal service costs associated with the direct provision of service, 2) indirect costs, a percent of those costs incurred as part of operations, and 3) evaluation costs, one twelfth of the annual cost of conducting an evaluation. The sum of the three components was multiplied by the average monthly frequency to obtain the monthly fee.

Occupational Therapy Services

The fee covers services provided during a calendar month. A minimum of two services must be provided within the month in order to claim reimbursement. The monthly fee is made up of 1) direct costs, personal service costs and other than personal service costs associated with the direct provision of service, 2) indirect costs, a percent of those costs incurred as part of operations, and 3) evaluation costs, one twelfth of the annual cost of conducting an evaluation. The sum of the three components was multiplied by the average monthly frequency to obtain the monthly fee.

Speech Pathology Services

The fee covers services provided during a calendar month. A minimum of two services must be provided within the month in order to claim reimbursement. The monthly fee is made up of 1) direct costs, personal service costs and other than personal service costs associated]

TN#: 09-61

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

Supersedes TN#: 92-42

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

[Rehabilitative Services  
(continued)]

with the direct provision of service, 2) indirect costs, a percent of those costs incurred as part of operations, and 3) evaluation costs, one twelfth of the annual cost of conducting an evaluation. The sum of the three components was multiplied by the average monthly frequency to obtain the monthly fee.

Nursing Services

The fee covers services provided during a calendar month. A minimum of two services must be provided within the month in order to claim reimbursement. The monthly fee is made up of 1) direct costs, personal service costs and other than personal service costs associated with the direct provision of service, and 2) indirect costs, a percent of those costs incurred as part of operations. The sum of the two components was multiplied by the average monthly frequency to obtain the monthly fee.

Psychological Counseling Services

The fee covers services provided during a calendar month. A minimum of two services must be provided within the month in order to claim reimbursement. The monthly fee is made up of 1) direct costs, personal service costs and other than personal service costs associated with the direct provision of service, and 2) indirect costs, a percent of those costs incurred as part of operations. The sum of the two components was multiplied by the average monthly frequency to obtain the monthly fee.]

TN#: 09-61

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

Supersedes TN#: 92-42

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

[Rehabilitative Services  
(continued)]

Psychological Evaluations

The fee is fee-for-service and is made up of 1) direct costs, personal service costs and other than personal service costs associated with the direct provision of service, and 2) indirect costs, a percent of those costs incurred as part of operations. The sum of the two components is the evaluation fee.

Transportation Services

The transportation fee is fee-for-service and is made up of 1) direct costs, personal service costs and other than personal service costs associated with the direct provision of service and 2) indirect costs, a percent of those costs incurred as part of operations. The sum of the two components is the fee.

Audiological Evaluations

The fee is fee-for-service and is made up of 1) direct costs, personal service costs and other than personal service costs associated with the direct provision of service, and 2) indirect costs, a percent of those costs incurred as part of operations. The sum of the two components is the evaluation fee.

Medical Evaluations

The medical evaluation fee and specialized medical evaluation fee are fee-for-service and are made up of 1) direct costs, personal service costs and other than personal service costs associated with the direct provision of service, and 2) indirect costs, a percent of those costs incurred as part of operations. The sum of the two components is the evaluation fee. The specialized medical evaluation fee is reimbursable only when the service is provided by a physician specialist subsequent to and upon the written recommendation of the provider of a medical evaluation.]

TN#: 09-61  
Supersedes TN#: 92-42

Approval Date: \_\_\_\_\_  
Effective Date: \_\_\_\_\_



[Rehabilitative Services  
(continued)]

Preschool Supportive Health Services

Physical Therapy Services

The fee covers services provided during a calendar month. A minimum of two services must be provided within the month in order to claim reimbursement. The monthly fee is made up of 1) direct costs, personal service costs and other than personal service costs associated with the direct provision of service, 2) indirect costs, a percent of those costs incurred as part of operations, and 3) evaluation costs, one twelfth of the annual cost of conducting an evaluation. The sum of the three components was multiplied by the average monthly frequency to obtain the monthly fee.

Occupational Therapy Services

The fee covers services provided during a calendar month. A minimum of two services must be provided within the month in order to claim reimbursement. The monthly fee is made up of 1) direct costs, personal service costs and other than personal service costs associated with the direct provision of service, 2) indirect costs, a percent of those costs incurred as part of operations, and 3) evaluation costs, one twelfth of the annual cost of conducting an evaluation. The sum of the three components was multiplied by the average monthly frequency to obtain the monthly fee.

Speech Pathology Services

The fee covers services provided during a calendar month. A minimum of two services must be provided within the month in order to claim reimbursement. The monthly fee is made up of 1) direct costs, personal service costs and other than personal service costs associated]

TN#: 09-61  
Supersedes TN#: 92-42

Approval Date: \_\_\_\_\_  
Effective Date: \_\_\_\_\_

[Rehabilitative Services  
(continued)]

With the direct provision of service, 2) indirect costs, a percent of those costs incurred as part of operations, and 3) evaluation costs, one twelfth of the annual cost of conducting an evaluation. The sum of the three components was multiplied by the average monthly frequency to obtain the monthly fee.

**Nursing Services**

The fee covers services provided during a calendar month. A minimum of two services must be provided within the month in order to claim reimbursement. The monthly fee is made up of 1) direct costs, personal service costs and other than personal service costs associated with the direct provision of service, and 2) indirect costs, a percent of those costs incurred as part of operations. The sum of the two components was multiplied by the average monthly frequency to obtain the monthly fee.

**Psychological Counseling Services**

The fee covers services provided during a calendar month. A minimum of two services must be provided within the month in order to claim reimbursement. The monthly fee is made up of 1) direct costs, personal service costs and other personal service costs associated with the direct provision of service, and 2) indirect costs, a percent of those costs incurred as part of operations. The sum of the two components was multiplied by the average monthly frequency to obtain the monthly fee.]

TN#: 09-61  
Supersedes TN#: 92-42

Approval Date: \_\_\_\_\_  
Effective Date: \_\_\_\_\_

[Rehabilitative Services  
(continued)]

Psychological Evaluations

The fee is fee-for-service and is made up of 1) direct costs, personal service costs and other than personal service costs associated with the direct provision of service, and 2) indirect costs, a percent of those costs incurred as part of operations. The sum of the two components is the evaluation fee.

Transportation Services

The transportation fee is fee-for-service and is made up of 1) direct costs, personal service costs and other than personal service costs associated with the direct provision of service and 2) indirect costs, a percent of those costs incurred as part of operations. The sum of the two components is the fee.

Audiological Evaluations

The fee is fee-for-service and is made up of 1) direct costs, personal service costs and other than personal service costs associated with the direct provision of service, and 2) indirect costs, a percent of those costs incurred as part of operations. The sum of the two components is the evaluation fee.

Medical Evaluations

The medical evaluation fee and specialized medical evaluation fee are fee-for-service and are made up of 1) direct costs, personal service costs and other than personal service costs associated with the direct provision of service, and 2) indirect costs, a percent of those costs incurred as part of operations. The sum of the two components is the evaluation fee. The specialized medical evaluation fee is reimbursable only when the service is provided by a physician specialist subsequent to and upon the written recommendation of the provider of a medical evaluation.]

TN#: 09-61  
Supersedes TN#: 92-42

Approval Date: \_\_\_\_\_  
Effective Date: \_\_\_\_\_

[13d. Rehabilitative Services:

School Supportive Health Services

School Supportive Health Services are services provided by or through local school districts or the New York City Board of Education to children with, or suspected of having disabilities, who attend public or State Education Department approved private schools. These services, which are provided to children with special needs pursuant to an Individualized Education Program (IEP) and are limited to EPSDT, are:

1. Physical therapy services
2. Occupational therapy services
3. Speech pathology services
4. Audiological evaluations
5. Evaluations for all available services
6. Nursing services
7. Psychological and social work services (psychological counseling)
8. Transportation see Supplement to Attachment 3.1-A, Item 24a
9. Medical evaluations (physician, physician assistant and nurse practitioner)

Preschool Supportive Health Services

Preschool Supportive Health Services are services provided by or through counties or the New York City Board of Education to children, with or suspected of having disabilities, who attend State Education Department approved preschools. These services, which are provided to children with special needs pursuant to an Individualized Education Program (IEP) and are limited to EPSDT, are:

1. Physical therapy services
2. Occupational therapy services
3. Speech pathology services
4. Audiological evaluations
5. Evaluations for all available services
6. Nursing services
7. Psychological and social work services (psychological counseling)
8. Transportation see Supplement to Attachment 3.1-A, Item 24a
9. Medical evaluations (physician, physician assistant and nurse practitioner)]

TN#: 09-61

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

Supersedes TN#: 92-42

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

[13d. Rehabilitative Services:

School Supportive Health Services

School Supportive Health Services are services provided by or through local school districts or the New York City Board of Education to children with, or suspected of having disabilities, who attend public or State Education Department approved private schools. These services, which are provided to children with special needs pursuant to an Individualized Education Program (IEP) and are limited to EPSDT, are:

1. Physical therapy services
2. Occupational therapy services
3. Speech pathology services
4. Audiological evaluations
5. Evaluations for all available services
6. Nursing services
7. Psychological and social work services (psychological counseling)
8. Transportation see Supplement to Attachment 3.1-B, Item 23a
9. Medical evaluations (physician, physician assistant and nurse practitioner)

Preschool Supportive Health Services

Preschool Supportive Health Services are services provided by or through counties or the New York City Board of Education to children, with or suspected of having disabilities, who attend State Education Department approved preschools. These services, which are provided to children with special needs pursuant to an Individualized Education Program (IEP) and are limited to EPSDT, are:

1. Physical therapy services
2. Occupational therapy services
3. Speech pathology services
4. Audiological evaluations
5. Evaluations for all available services
6. Nursing services
7. Psychological and social work services (psychological counseling)
8. Transportation see Supplement to Attachment 3.1-B, Item 23a
9. Medical evaluations (physician, physician assistant and nurse practitioner)]

TN#: 09-61

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

Supersedes TN#: 92-42

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

**Appendix II**  
**2009 Title XIX State Plan**  
**Third Quarter Amendment**  
**Non-Institutional Services**  
**Summary of Provisions**

**SUMMARY**  
**SPA #09-61**

The School Supportive Health Service (SSHS) and Pre-School Supportive Health Service (PSSHS) Programs were developed jointly by the New York State Department of Education (SED) and the New York State Department of Health (DOH) in 1989 to assist school districts, Section 4201 schools, and counties in obtaining Medicaid reimbursement for certain diagnostic and treatment services and health supportive services provided to students with or suspected of having disabilities. The SSHS Program applies to the 5-21 year old population and the PSSHS Program applies to the 3-4 year old population.

Section 368-d and 368-e of the State Social Services Law authorize the Department of Health to review claims for expenditures made by local school districts, counties and the City of New York for medical care, services and supplies which are furnished to school aged and pre-school aged children with a disability or suspected of having a disability and to make payments for such medical care, services and supplies which would otherwise qualify for reimbursement under the Medical Assistance Program and which are furnished in accordance with all applicable state and federal laws and regulations related to the Medical Assistance Program, and which are included in a disabled student's Individualized Education Program (IEP) within the limits of EPSDT services.

This state plan amendment proposes to authorize the Department of Health to make Medicaid payments to approved school-based providers of Medicaid services to Medicaid eligible children under the School and Preschool Supportive Health Services Programs.

The proposed interim rate methodology would be in place until the DOH can work with SED and local school districts and counties to develop and implement a fully procedure-based payment system that would require the use of ICD-9 diagnosis codes and HCPCS procedure codes in HIPAA compliant formats for claiming for SSHS and PSSHS. Such a system would greatly improve the transparency of the payment structure, ensure payment homogeneity for similar/comparable services across community-based settings, and enable predictable prospective pricing of services and more frequent pricing updates to recognize changes in the cost of service delivery. A state plan amendment will be submitted to obtain federal approval of the new procedure based payment system prior to implementation.

**Appendix III**  
**2009 Title XIX State Plan**  
**Third Quarter Amendment**  
**Non-Institutional Services**  
**Authorizing Provisions**



## CHAPTER 58 OF THE LAWS OF 2009

§ 53. Subdivision 1 of section 368-a of the social services law is amended by adding a new paragraph (z) to read as follows:

(z) One hundred percent of the amount expended for health care services described in sections three hundred sixty-eight-d and three hundred sixty-eight-e of this title, after first deducting therefrom any federal funds properly received or to be received on account thereof.

§ 54. Section 368-d of the social services law, as amended by chapter 82 of the laws of 1995, is amended to read as follows:

§ 368-d. Reimbursement to public school districts and state operated/state supported schools which operate pursuant to article eighty-five, eighty-seven or eighty-eight of the education law.

1. The department of health shall review claims for expenditures made by or on behalf of local public school districts, and state operated/state supported schools which operate pursuant to article eighty-five, eighty-seven or eighty-eight of the education law, for medical care, services and supplies which are furnished to children with handicapping conditions or such children suspected of having handicapping conditions, as such children are defined in the education law. If approved by the department, payment for such medical care, services and supplies which would otherwise qualify for reimbursement under this title and which are furnished in accordance with this title and the regulations of the department to such children, shall be made in accordance with the department's approved medical assistance fee schedules by payment to such local public school district, and state operated/state supported schools which operate pursuant to article eighty-five, eighty-seven or eighty-eight of the education law, which furnished the care, services or supplies either directly or by contract ~~[, of the amount of any federal funds properly received or to be received on account of such expenditures]~~.

2. Claims for payment under this section shall be made in such form and manner, at such times, and for such periods as the department may require.

3. ~~[The department's liability for payment for expenditures by or on behalf of local public school districts, and state operated/state supported schools which operate pursuant to article eighty-five, eighty-seven or eighty-eight of the education law, for services furnished to children under this section shall be limited solely to payment of the federal funds received, or to be received, on account of such expenditures. In the event of any subsequent disallowances or recoupment of such funds by a federal governmental agency, upon notification by the commissioner, the comptroller shall withhold or cause to be withheld the amount of such disallowance or recoupment from moneys otherwise due the local public school district, and state operated/state supported schools which operate pursuant to article eighty-five, eighty-seven or eighty-eight of the education law, as state aid pursuant to any provision of the education law, and the comptroller shall transfer such amount to the credit of the department of social services medical assistance program local assistance account]~~ The provisions of this section shall be of no force and effect unless all necessary approvals under federal law and regulation have been obtained to receive federal financial participation in the costs of health care services provided pursuant to this section.

§ 55. Section 368-e of the social services law, as added by chapter 558 of the laws of 1989, subdivision 1 as amended by chapter 631 of the laws of 1997, is amended to read as follows:

§ 368-e. Reimbursement to counties for pre-school children with handicapping conditions. 1. The department of health shall review claims for expenditures made by counties and the city of New York for medical care, services and supplies which are furnished to preschool children with handicapping conditions or such preschool children suspected of having handicapping conditions, as such children are defined in the education law. If approved by the department, payment for such medical care, services and supplies which would otherwise qualify for reimbursement under this title and which are furnished in accordance with this title and the regulations of the department to such children, shall be made in accordance with the department's approved medical assistance fee schedules by payment to such county or city which furnished the care, services or supplies either directly or by contract~~[, of the amount of any federal funds properly received or to be received on account of such expenditures]~~. Notwithstanding any provisions of law, rule or regulation to the contrary, any clinic or diagnostic and treatment center licensed under article twenty-eight of the public health law, which as determined by the state education department, in conjunction with the department of health, has a less than arms length relationship with the provider approved under section forty-four hundred ten of the education law shall, subject to the approval of the department and based on standards developed by the department, be authorized to directly submit such claims for medical assistance, services or supplies so furnished for any period beginning on or after July first, nineteen hundred ninety-seven. The actual full cost of the individualized education program (IEP) related services incurred by the clinic shall be reported on the New York State Consolidated Fiscal Report in the education law section forty-four hundred ten program cost center in which the student is placed and the associated medical assistance revenue shall be reported in the same manner.

2. Claims for payment under this section shall be made in such form and manner, at such times, and for such periods as the department may require.

~~[3. The department's liability for payment for expenditures by or on behalf of such county or the city of New York for services furnished to preschool children under this section shall be limited solely to payment of the federal funds received, or to be received, on account of such expenditures. In the event of any subsequent disallowances or recoupment of such funds by a federal governmental agency, the commissioner shall withhold such amount from any moneys otherwise due the county or city of New York under this chapter]~~ The provisions of this section shall be of no force and effect unless all necessary approvals under federal law and regulation have been obtained to receive federal financial participation in the costs of health care services provided pursuant to this section.

**Appendix IV**  
**2009 Title XIX State Plan**  
**Third Quarter Amendment**  
**Non-Institutional Services**  
**Public Notice**

# MISCELLANEOUS NOTICES/HEARINGS

## Notice of Abandoned Property Received by the State Comptroller

Pursuant to provisions of the Abandoned Property Law and related laws, the Office of the State Comptroller receives unclaimed monies and other property deemed abandoned. A list of the names and last known addresses of the entitled owners of this abandoned property is maintained by the office in accordance with Section 1401 of the Abandoned Property Law. Interested parties may inquire if they appear on the Abandoned Property Listing by contacting the Office of Unclaimed Funds, Monday through Friday from 8:00 a.m. to 4:30 p.m., at:

1-800-221-9311  
or visit our web site at:  
[www.osc.state.ny.us](http://www.osc.state.ny.us)

Claims for abandoned property must be filed with the New York State Comptroller's Office of Unclaimed Funds as provided in Section 1406 of the Abandoned Property Law. For further information contact: Office of the State Comptroller, Office of Unclaimed Funds, 110 State St., Albany, NY 12236.

## NOTICE OF PUBLIC HEARING

### Insurance Department Limited Benefits Health Plans

The New York State Insurance Department (Department) will conduct public hearings in Rochester, Newburgh and New York City [or a Long Island Location] to gather information about limited benefits health insurance plans, which provide less than comprehensive hospital/medical coverage. The goal is to ascertain how these policies are marketed by insurers and producers, assess what disclosures are made regarding the services they cover, evaluate what (if any) advantages these policies provide, and determine whether additional oversight and regulation is required to protect consumers.

The cost of healthcare has increased in recent years, impacting the cost of health insurance. As a result of these rising costs, 16% of New Yorkers are uninsured. Serious illness or injury can mean catastrophic medical bills and lead to personal bankruptcy. Many consumers and small businesses searching for affordable coverage purchase limited benefits health plans as a means of insuring against potential liability. These limited benefits health plans may provide a false sense of security. If injury or illness occurs and an insured files a claim, they may find that they have less coverage than they thought.

In addition, the marketing and sales of these policies may add to the confusion. Many limited benefits plans are solicited via the Internet and through television commercials. Some of the advertisements imply that the policies provide comprehensive or major medical coverage, and fail to disclose exclusions and policy limits. The sales are completed via the Internet or telephone without the benefit of a written application, circumventing specific disclosures required by governing New York law. Department investigations also have revealed that some policies are sold through telemarketing firms using unlicensed agents, which runs afoul of the New York Insurance Law.

The Department also has found that some insurers issue limited benefits health plan policies as group coverage through invalid

associations. Consumers must join the association for an additional fee in order to be eligible to purchase the coverage. While New York law permits the issuance of group insurance to valid associations, some associations are formed or maintained for the primary purpose of obtaining insurance, which is not permitted in New York.

The purpose of the hearings is to gather information from the public about limited benefits health plans, and to hear any concerns that the public may have about these products and related sales and marketing practices. The Department welcomes input from consumers and consumer representatives, business groups, chambers of commerce, insurance companies and their trade associations, insurance producers and their trade associations, senior citizen organizations, academics, members of the general public and any other interested parties. Oral and written testimony should focus on solicitation of limited benefits plans, disclosures of benefits and limitations, or the advantages and disadvantages of purchasing these products. In addition, testimony may focus on the impact to consumers when invalid associations market and sell limited benefits health plan policies, and whether new regulations or legislation is required to restrict or prohibit such policies.

Information about the hearings is available at the Department's website, [www.ins.state.ny.us](http://www.ins.state.ny.us). Testimony can be scheduled and written testimony submitted through the website.

Written comments for the hearing record also may be submitted to Limited Benefits Health Plans Hearings, Public Affairs Bureau, New York State Insurance Department, 25 Beaver Street, New York, NY 10004, or e-mailed to [PublicHearingsComments@ins.state.ny.us](mailto:PublicHearingsComments@ins.state.ny.us) with the subject line "LIMITED BENEFITS HEALTH PLANS HEARINGS." The Department will accept comments for up to 15 business days after the final public hearing.

In accordance with the Americans with Disabilities Act, the Department will provide a reasonable accommodation, including interpreter services for the hearing impaired, at no charge to any covered individual wishing to testify at these hearings, provided that such a request is received at least five business days prior to the particular hearing date and either communicated in writing to Limited Benefits Health Plans Hearings, Public Affairs Bureau, New York State Insurance Department, 25 Beaver Street, New York 10004, or by calling the Department at (212) 480-5262.

The hearings will be webcast live. The hearings are scheduled as follows:

DATE:	September 21, 2009
LOCATION:	New York State Insurance Department Neil Levin Hearing Room 25 Beaver Street, 5th Floor New York, NY
TIME:	10 a.m.
DATE:	September 24, 2009
LOCATION:	Newburgh Board of Education Auditorium 124 Grand Street

TIME: Newburgh, NY  
 10 a.m.  
 DATE: September 30, 2009  
 LOCATION: Central Library of Rochester and Monroe County  
 115 South Avenue  
 Rochester, NY  
 TIME: 10 a.m.

### PUBLIC NOTICE

#### Department of Civil Service

PURSUANT to the Open Meetings Law, the New York State Civil Service Commission hereby gives public notice of the following:

Please take notice that the regular monthly meeting of the State Civil Service Commission for September 2009 will be conducted on September 16 commencing at 10:00 a.m. This meeting will be conducted at New York Network, Suite 146, South Concourse, Empire State Plaza, Albany, NY. Directions and parking information available at ([www.nyn.suny.edu](http://www.nyn.suny.edu)).

For further information, contact: Office of Commission Operations, Department of Civil Service, Alfred E. Smith State Office Bldg., Albany, NY 12239, (518) 473-6598

### PUBLIC NOTICE

#### Town of Clarkstown

The Town of Clarkstown is soliciting proposals to provide annual financial audit services for the Town of Clarkstown Deferred Compensation Plan ("the Plan") for the years ended December 31, 2009 through December 31, 2014.

A copy of the proposal questionnaire may be obtained from: Edward J. Duer, Comptroller, Town of Clarkstown, 10 Maple Ave., New City, NY 10956

All proposals must be submitted not later than ninety (90) days from the date of publication.

### PUBLIC NOTICE

#### Office of General Services

Pursuant to the Public Lands Law, the Office of General Services hereby gives notice to the following:

Notice is hereby given that the Glens Falls Armory, located at 47 Warren Street, in the City of Glens Falls, County of Warren, is no longer useful for the Division of Military and Naval Affairs State program purposes and has been declared abandoned to the Commissioner of General Services for sale or other disposition as unappropriated State land.

For further information, contact: Robert M. VanDeloo, Jr., Office of General Services, Bureau of Land Management, 26th Fl., Corning Tower, Empire State Plaza, Albany, NY 12242, (518) 474-2195

### PUBLIC NOTICE

#### Office of General Services

Pursuant to Section 30-a of the Public Lands Law, the Office of General Services hereby gives notice to the following:

Notice is hereby given that the New York State Office of Parks, Recreation, and Historic Preservation has declared that the property situate, lying and being in the City of Rochester, County of Monroe, and State of New York, and known as that portion of abandoned Owasco River Railway, Inc. Right of Way, formerly The New York Central Railroad Co., Ontario Branch Right of Way, lying between railroad chaining stations 480-285.25± containing approximately 18.5 acres as shown on Railroad Valuation Map 90, portion of Sheets 91, 92 and 93, is no longer useful for State program purposes and has

been declared abandoned to the Commissioner of General Services for sale or other disposition as unappropriated State land.

For further information, contact: Thomas Pohl, Esq., Office of General Services, Legal Services, 41st Fl., Corning Tower, Empire State Plaza, Albany, NY 12242, (518) 474-8831 phone, (518) 473-4973 fax

### PUBLIC NOTICE

#### Department of Health

Pursuant to 42 CFR Section 447.205, the Department of Health hereby gives public notice of the following:

The Department of Health proposes to amend the Title XIX (Medicaid) State Plan for non-institutional services to comply with enacted statutory provisions. The following significant changes are proposed:

#### Non-Institutional Services

- Effective on or after September 1, 2009, the Department of Health will review claims for expenditures made by or on behalf of local public school districts, and state operated/state supported schools, which operate pursuant to Articles 85, 87 or 88 of the Education Law, for medical care, services and supplies which are furnished to children with handicapping conditions or such children suspected of having handicapping conditions. If approved by the Department, payment of claims for such services will be made in accordance with the Department's approved medical assistance fee schedules pursuant to section 368-d of the Social Services Law.
- Effective on or after September 1, 2009, the Department of Health will review claims for expenditures made by counties and the city of New York, for medical care, services and supplies which are furnished to preschool children with handicapping conditions or such preschool children suspected of having handicapping conditions. If approved by the Department, payment of claims for such services will be made in accordance with the Department's approved medical assistance fee schedules pursuant to section 368-e of the Social Services Law.

There is no estimated annual change to gross Medicaid expenditures attributable to this clarification.

Copies of the proposed state plan amendments will be on file in each local (county) social services district and available for public review.

For the New York City district, copies will be available at the following places:

New York County  
 250 Church Street  
 New York, New York 10018  
 Queens County, Queens Center  
 3220 Northern Boulevard  
 Long Island City, New York 11101  
 Kings County, Fulton Center  
 114 Willoughby Street  
 Brooklyn, New York 11201  
 Bronx County, Tremont Center  
 1916 Monterey Avenue  
 Bronx, New York 10457  
 Richmond County, Richmond Center  
 95 Central Avenue, St. George  
 Staten Island, New York 10301

The public is invited to review and comment on this proposed state plan amendment.

For further information and to review and comment, please contact: Philip N. Mossman, Department of Health, Bureau of HCRA Operations & Financial Analysis, Corning Tower Bldg., Rm. 984, Empire State Plaza, Albany, NY 12237, (518) 474-1673, (518) 473-8825 (FAX), [PNM01@health.state.ny.us](mailto:PNM01@health.state.ny.us)

# PUBLIC NOTICE

## Division of Housing and Community Renewal New York State Draft 2010 Annual Action Plan Public Comment Period Announcement

Each year, in order to maintain its eligibility to administer certain federal funds for affordable housing and community development, New York State must prepare an Annual Action Plan and submit it to the U.S. Department of Housing and Urban Development.

The Annual Action Plan describes, for one specific Program Year, the State's proposed use of available federal and other resources to address the priority needs and specific objectives in the Consolidated Plan; the State's method for distributing funds to local governments and not-for-profit organizations; and the geographic areas of the State to which it will direct assistance.

The Plan also describes New York State's planned use of approximately \$86 million in federal fiscal year 2010 funds for: the NYS Community Development Block Grant Program (\$47 million); the HOME Investment Partnerships Program (approximately \$34 million); the Housing Opportunities for Persons with AIDS Program (\$1.9 million); and the Emergency Shelter Grants Program (\$3.2 million).

New York State encourages public participation in the development of its Annual Action Plan. To provide an opportunity for that participation, New York State invites interested persons to review and comment on the draft Annual Action Plan for 2010 during an upcoming public comment period.

This 30-day public comment period will begin on Thursday, September 10, 2009 and extend through close of business on Friday, October 9, 2009.

Beginning on September 10, 2009, New York State's draft Annual Action Plan for 2010 may be viewed on and downloaded from the New York State Division of Housing and Community Renewal (DHCR) website at [www.nysdhcr.gov](http://www.nysdhcr.gov). In addition, copies can be requested by e-mail (DHCRConPln@nysdhcr.gov) or by calling 1-866-ASK-DHCR (275-3427).

Comments should be mailed to: NYS DHCR, Attention: Brian McCarthy, 38-40 State Street, Albany, New York 12207 or e-mailed to DHCRConPln@nysdhcr.gov. Comments must be received by close of business Friday, October 9, 2009.

# PUBLIC NOTICE

Department of State  
F-2009-0611 (DA)

Date of Issuance - August 26, 2009

The New York State Department of State (DOS) is required by Federal law to provide timely public notice for the activity described below, which is subject to the consistency provisions of the Federal Coastal Zone Management Act of 1972, as amended.

The United States Department of the Interior, Army Corps of Engineers - New York District has determined that the proposed activity complies with and will be conducted in a manner consistent to the maximum extent practicable with the approved New York State Coastal Management Program. The consistency determination and accompanying public information and data is available for inspection at the New York State Department of State offices located at One Commerce Plaza, 99 Washington Avenue in Albany, New York.

In F-2009-0611 DA, the U.S. Army Corps of Engineers - New York District, is proposing to perform maintenance dredging of the existing Intracoastal Waterway federal navigation channel at Moriches Bay, Town of Brookhaven, Suffolk County.

The proposal involves the following: maintenance dredging, by pipeline dredge, of the existing channel at two sections near the Moriches Inlet. Dredging will maintain the channel dimensions of 100' W x 6' MLW plus an additional 2' allowable overdepth, as has been performed in the past. Dredging will only occur in the areas where shoaling has occurred.

The proposal as described, will remove approximately 70,000 cubic yards of sand, to be placed along the Atlantic Ocean Beach shoreline

at Cupsogue County Park, or at an upland disposal site along the bayside of Cupsogue County Park.

Any interested parties and/or agencies desiring to express their views concerning the above proposed activity may do so by filing their comments, in writing, no later than 4:30 p.m., 15 days from the date of publication of this notice, or September 10, 2009.

Comments should be addressed to the Division of Coastal Resources and Waterfront Revitalization, New York State Department of State, One Commerce Plaza, Albany, New York 12231. Telephone (518) 474-6000; Fax (518) 473-2464.

This notice is promulgated in accordance with Section 306(d)(14) of the Federal Coastal Zone Management Act of 1972, as amended.

# PUBLIC NOTICE

Department of State

A meeting of the New York State Board of Real Estate Appraisal will be held on Friday, September 18, 2009 at 10:30 a.m. at the Department of State, Alfred E. Smith State Office Bldg., 80 South Swan Street, 10th Floor Conference Room, Albany, NY, and 123 William Street, 19th Floor Conference Room, NYC, NY.

Should you wish to attend or require further information, please contact Debra Campana, Board Coordinator, at [debra.ryan-campana@dos.state.ny.us](mailto:debra.ryan-campana@dos.state.ny.us) or 518-473-6155. Please always consult the Department of State website ([www.dos.state.ny.us/about/calendar.htm](http://www.dos.state.ny.us/about/calendar.htm)) on the day before the meeting to make sure the meeting has not been rescheduled.

## SALE OF FOREST PRODUCTS

Chenango Reforestation Area No. 5  
Contract No. X007436

Pursuant to Section 9-0505 of the Environmental Conservation Law, the Department of Environmental Conservation hereby gives Public Notice for the following:

Sealed bids for 645.5 MBF more or less of Norway spruce, 0.1 MBF more or less of hard maple, 1 cord more or less of firewood located on Chenango Reforestation Area No. 5: Stands D-5 and D-6, will be accepted at the Department of Environmental Conservation, Contract Unit, 625 Broadway, 10th Fl., Albany, NY 12233-5027 until 11:00 a.m. on Thursday, Sept. 10, 2009.

For further information, contact: Robert Slavicek, Supervising Forester, Department of Environmental Conservation, Division of Lands and Forests, Region 7, 2715 State Hwy. 80, Sherburne, NY 13460-4507, (607) 674-4036

## **ATTACHMENT C**

### **SSHSP STATISTICAL INFORMATION**

**Rate Code Analysis of School Supportive Health Services and Preschool Health Supportive Services Programs**

**With Unduplicated Recipient Count by Type of Service**

**For Dates of Service 1/1/2008 through 12/31/2008**

**Source: NYS/DOH/OHIP Data Mart (claims paid through 05/2009). Run Date: 06/29/2009**

RATE_CO	RATE_DESC	TYPE_OF_SERVICE	DOLLARS	CLAIMS	RECIPS
5310	MEDICAL EVALUATION PSSHSP	PSHSP	465	3	3
5311	MEDICAL EVALUATION-SPECIALIST PSSHSP	PSHSP	175	1	1
5323	SPEECH PATHOLOGY CENTER-BASED PSSHSP	PSHSP	11,053,145	20,281	3,771
5324	PHYSICAL THERAPY CENTER-BASED PSSHSP	PSHSP	3,885,570	9,594	1,773
5325	OCCUPATIONAL THERAPY CENTER-BASED PSSHSP	PSHSP	6,128,489	15,437	2,886
5327	PRE-SCHOOL TRANSPORTATION PSSHSP	PSHSP	5,076,201	19,371	3,667
5331	SPEECH PATHOLOGY INDIVIDUAL PSSHSP	PSHSP	6,040,940	14,734	3,312
5332	PHYSICAL THERAPY INDIV PSSHSP	PSHSP	895,356	2,926	672
5333	OCCUPATIONAL THERAPY INDIVIDUAL PSSHSP	PSHSP	1,421,446	4,754	1,176
5371	EPSDT-INDIV. SPEACH THERAPY	PSHSP	19,685	127	127
5373	PSSHSP NURSING SERVICES-CENTERBASED	PSHSP	14,691	83	14
<b>PSHSP Total</b>			<b>34,536,163</b>	<b>87,311</b>	<b>7,868</b>
5301	MEDICAL EVALUATION SSHSP	SSHSP	36,660	282	280
5302	MEDICAL EVALUATION-SPECIALIST SSHP	SSHSP	13,818	94	71
5303	AUDIOLOGICAL EVALUATION SSHP	SSHSP	27,430	211	202
5304	NURSING SERVICES SSHSP	SSHSP	1,324,308	7,482	1,578
5326	SPEECH PATHOLOGY SERVICES SSHSP	SSHSP	49,828,518	115,344	19,981
5328	PHYSICAL THERAPY SERVICES SSHSP	SSHSP	18,210,476	42,350	6,703
5330	OCCUPATIONAL THERAPY SERVICES SSHSP	SSHSP	34,434,305	81,598	13,835
5496	SPECIAL TRANSPORTATION	SSHSP	3,682,501	21,592	4,227
<b>SSHSP Total</b>			<b>107,558,016</b>	<b>268,953</b>	<b>26,983</b>



# **ATTACHMENT D**

## **SAMPLE CLAIM DOCUMENTATION**

### **Speech Therapy**

- Referral, recommendation or order for services
- IEP for type/frequency/duration
- Formal evaluation
- Referral for the formal evaluation
- Service delivery documentation for date of service signature of provider
- Quarterly progress notes
- Certification / Licensure of service provider
- "Under the direction of" documentation
- Statement of Reassignment/Provider Agreement (if appropriate)
- STAC form

### **Physical Therapy (PT), Occupational Therapy (OT)**

- Recommendation/order for services
- IEP for type/frequency/duration
- Service delivery documentation for date of service signature of provider
- Quarterly progress notes
- Certification/licensure of service provider
- "Under the Supervision" documentation if services provided by PT/OT assistant
- Statement of Reassignment/Provider Agreement (if appropriate)
- STAC form

### **Psychological Counseling**

- IEP for type/frequency/duration
- Service delivery documentation for date of service signature of provider
- Quarterly progress notes
- Certification/licensure of service provider
- Statement of Reassignment/Provider Agreement (if appropriate)
- STAC form

### **Nursing Services**

- Doctor/physician assistant/nurse practitioner orders
- IEP for Nursing Services noted
- Individualized Health Plan signed by registered nurse, if appropriate
- Notes/medical logs/health history in accordance with the Nurse Practice Act
- Service delivery documentation for date of service/signature of provider
- Certification/licensure of service provider
- Statement of Reassignment/Provider Agreement (if appropriate)
- STAC form

### **Comprehensive – Psychological Evaluation**

- Documentation for evaluation and social history, date of service and signature of provider

- Certification/licensure of service provider
- Statement of Reassignment/Provider Agreement (if appropriate)
- STAC form

#### **Basic – Psychological Evaluation**

- Documentation for evaluation and social history, date of service and signature of provider
- Certification/licensure of service provider
- Statement of Reassignment/Provider Agreement (if appropriate)
- STAC form

#### **Medical Evaluation**

- Documentation for evaluation and social history, date of service and signature of provider
- Certification/licensure of service provider
- Statement of Reassignment/Provider Agreement (if appropriate)
- STAC form

#### **Specialist Medical Evaluation**

- Referral in writing by a licensed Physician, Physician Assistant, or Nurse Practitioner
- Documentation for evaluation and social history, date of service and signature of provider
- Certification/licensure of service provider
- Statement of Reassignment/Provider Agreement (if appropriate)
- STAC form

#### **Audiological Evaluation**

- Referral in writing by a licensed Physician, Physician Assistant, or Nurse Practitioner
- Documentation for evaluation and social history, date of service and signature of provider
- Certification/licensure of service provider
- Statement of Reassignment/Provider Agreement (if appropriate)
- STAC form

#### **Special Transportation**

- IEP indicates special transportation
- Notes, CSC minutes, or other documentation
- Roster/Log/Schedule
- Preschool Health Service rendered
- Statement of Reassignment/Provider Agreement (if appropriate)
- STAC form

## ATTACHMENT E

### MEDICAID-IN-EDUCATION CLAIMING/BILLING HANDBOOK

INFORMATIONAL PURPOSES **ONLY**

**For handbook, please see the website at:**

**<http://www.oms.nysed.gov/medicaid>**

# ATTACHMENT F

## DESCRIPTION OF THE COMPLIANCE TRAINING PROGRAM

The Compliance Training Plan requires that the State Medicaid Program, SED and relevant employees of local school districts, counties and independent contractors that bill Medicaid, directly or indirectly, under SSHSP receive at least one hour of:

- initial training including a discussion of the contents of the Agreement and written compliance policies, and
- additional training on an annual basis including a recapitulation of the initial training and a briefing on any changes in federal and/or state laws, regulations, policies and procedures.

For purposes of this training plan, relevant employees of local school districts, counties and independent contractors (“relevant employees”) include, but are not limited to:

- school district or county employees who provide SSHSP services to students or prepare or submit Medicaid claims under SSHSP,
- school business officials or county fiscal designees who oversee the Medicaid claiming process,
- school district special education program directors, and
- non-employees or independent contractors who are providers of SSHSP services to students.

### **First Steps**

- School districts, counties and independent contractors that bill Medicaid under SSHSP will provide their list of relevant employees to SED’s Medicaid Unit (referred to in this training plan as “SED”) and will continually update their list to account for hirings, firings, retirements, transfers and other changes in personnel. From the information provided, SED will create and maintain a roster of these employees.
- SED will also teach the Medicaid contacts of the Regional Information Centers (RICs) how to provide the initial training and will monitor them to ensure the information they provide is accurate and complete. The twelve RICs are located throughout New York State and have contracts with SED.
- SED will also train the staff of DOH and SED working on or overseeing SSHSP policy development, management, reimbursement and compliance, including DOH’s Help Desk employees so they are properly prepared to answer Medicaid questions (collectively “State staff”).
- SED will develop the contents of the initial training, additional training and training handouts, including its Medicaid handbook, in consultation with OHIP

and in accordance with the approved State Plan Amendment. These training materials will not be used for training until OHIP has approved them.

### **Initial Training**

SED will provide the initial training to existing relevant employees and State staff, and thereafter, the RIC Medicaid contacts, who will be trained by SED, will provide the initial training to all new, incoming relevant employees and State staff. The RIC Medicaid contacts will also attend the initial training conducted by SED and will be responsible for organizing and scheduling all initial training sessions.

### **Annual Training**

In addition to the initial training, relevant employees and State staff are required to receive at least one hour of additional training each year. SED currently provides Medicaid training to local school districts and counties in the spring and fall. This annual training will be expanded to include all relevant employees and State staff. The RICs currently organize and schedule this training for the school districts and counties within their purview and will continue to do so.

### **Training Format**

In addition to providing training in person, SED will utilize various technologies for providing training to relevant employees and State staff, including interactive web cast presentations and distant learning networks. The use of technology for training will help SED train relevant employees in all areas of the State within a reasonable time period.

### **Certification of Training**

The RICs will require relevant employees and State staff to sign in at the training and show photo identification to verify their attendance at in-person training sessions. DOH, SED, school districts, counties and independent contractors will be responsible for verifying the attendance of their employees at web-based training sessions. Upon the completion of initial or annual additional training, each trainee will certify in writing that he or she has participated in the training. The RICs will forward the signed certification forms from DOH staff to DOH and all other signed certification forms to SED. DOH and SED will each create and maintain a roster of the certifications it receives. SED and DOH will retain these forms for three years from the date of training and provide them to CMS upon request.

SED and DOH will each compare the roster of relevant employees and State staff to the roster of signed certificate forms to determine if all relevant employees and State staff have received the required training. In subsequent years, school districts and counties will be required to request and receive confirmation that SED has received the signed certification forms for annual additional training for their relevant employees.

*Failure of the providers (school districts, counties and State-supported schools) to achieve substantial compliance to the training requirements and certification may result in suspension of claims for that provider by SED.*

ATTACHMENT G

TRANSMITTAL FORM

**Transmittal Form**  
**School Supportive Health Services Program Request for Proposals**  
**RFP #1001260925**

Organization Full Corporate Name: \_\_\_\_\_

Corporate Address:

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

FEIN: \_\_\_\_\_

Contact Person Information:

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

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

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Attestations (check boxes signifying agreement):

- ☐ I certify that the above named organization has experience performing Internal Control audits, and has, in the past three (3) years, performed an audit for a government agency
- ☐ I certify that the above named organization is authorized by the NY Department of State to conduct business in New York State
- ☐ I certify that the attached proposal and all provisions of the proposal are to remain in effect for 365 calendar days commencing on the due date of the proposal

Conflict of Interest Attestation (check only one):

- ☐ I certify that there are business relationships and/or ownership interests for the above name organization that may represent a conflict of interest for the organization as bidder, as described in the RFP Section C.4. Attached to this letter is a description of how the potential conflict of interest and/or disclosure of confidential information relating to this contract will be avoided; **OR**
- ☐ I certify that no conflict of interest relationship exists for the above named organization as bidder

Signature of Individual Authorized to Bind the Above Named Organization Into a Contract with NYS: \_\_\_\_\_

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

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

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

## **ATTACHMENT H**

### **Cost Proposal**

Complete the following form based on the assumptions contained in RFP Section D.2. Cost Proposal and the information provided below.

The Cost Proposal Form represents pricing for the full three (3) year contract period.

- ❑ It is expected that Deliverable #1: Audit Plan will be conducted only in the first year of the engagement. Therefore, pricing will pertain only to one year.
- ❑ For Deliverable #4: Ad Hoc Reporting, DOH has estimated the total number of hours for the full three years of the contract term at 600 hours. The bidder should break out the 600 hours by job title.

Hourly rates must be inclusive of all costs including salaries, fringe benefits, administrative costs, overhead, travel, presentation costs and profit. Note: The DOH expects that the majority of the assigned work will be conducted at the primary work location in Albany, NY.

The Cost Proposal Form should include up to six titles for staff to be assigned to this Engagement. Additional titles (i.e., additional pages) are not allowable.



**ATTACHMENT I**  
**NEW YORK STATE**  
**DEPARTMENT OF HEALTH**  
**BID FORM**

**PROCUREMENT TITLE:** \_\_\_\_\_ **RFP #1001260925**

Bidder Name:  
Bidder Address:  
Bidder Fed ID No:

A. \_\_\_\_\_ bids a total not to exceed price of \$\_\_\_\_\_  
(Name of Offerer/Bidder)

B. Affirmations & Disclosures related to State Finance Law §§ 139-j & 139-k:

Offerer/Bidder affirms that it understands and agrees to comply with the procedures of the Department of Health relative to permissible contacts (provided below) as required by State Finance Law §139-j (3) and §139-j (6) (b).

Pursuant to State Finance Law §§139-j and 139-k, this *Invitation for Bid or Request for Proposal* includes and imposes certain restrictions on communications between the Department of Health (DOH) and an Offerer during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit *bids/proposals* through final award and approval of the Procurement Contract by the DOH and, if applicable, Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is/are identified on the first page of this *Invitation for Bid, Request for Proposal, or other solicitation document*. DOH employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period, the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the Office of General Services Website at: <http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No Yes

If yes, please answer the next questions:

- 1a. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No Yes

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:

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

(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:

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

(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.

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

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

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

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

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

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

PROCUREMENT TITLE: \_\_\_\_\_

RFP #1001269025

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 K

### 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 L

### STANDARD NYS CONTRACT LANGUAGE AND APPENDICES

# **MISCELLANEOUS / CONSULTANT SERVICES**

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.	FUNDING AMOUNT FOR CONTRACT
FILED WITH THE ATTORNEY GENERAL'S	TERM:
CHARITIES BUREAU ALL REQUIRED	
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	( ) IF MARKED HERE, THIS CONTRACT'S
NOT-FOR-PROFIT ORGANIZATION	RENEWABLE FOR __ ADDITIONAL
.	ONE-YEAR PERIOD(S) AT THE SOLE
CONTRACTOR IS ( ) IS NOT ( ) A	OPTION OF THE STATE AND SUBJECT
N Y STATE BUSINESS ENTERPRISE	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.

- \_\_\_ 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
- \_\_\_ STATE OF NEW YORK AGREEMENT
- \_\_\_ APPENDIX D General Specifications
- \_\_\_ APPENDIX B Request For Proposal (RFP)
- \_\_\_ APPENDIX C Proposal
- \_\_\_ APPENDIX E-1 Proof of Workers' Compensation Coverage
- \_\_\_ APPENDIX E-2 Proof of Disability Insurance Coverage
- \_\_\_ APPENDIX H Federal Health Insurance Portability and Accountability Act Business Associate Agreement
- \_\_\_ APPENDIX G Notices
- \_\_\_ APPENDIX \_\_:

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:

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

### 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 therefore, such written notice to specify the Contractor's failure and the termination of this Agreement. Termination shall be effective ten (10) 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 (30) 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

## APPENDIX A

### 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. WORKER'S 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 Worker's 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 rate 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.** The 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, NY 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 – 2<sup>nd</sup> Floor  
Albany, NY 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 penalized 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 state 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 house 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.

**THIS PAGE IS INTENTIONALLY LEFT BLANK**

**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)

Signature Page for:

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

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

-----  
IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

**CONTRACTOR SIGNATURE:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(signature)

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

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

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)

-----  
**STATE AGENCY SIGNATURE**

"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."

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(signature)

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

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

**ATTORNEY GENERAL'S SIGNATURE**

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

**STATE COMPTROLLER'S SIGNATURE**

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



## **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 judgment 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 judgment 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 nonprocurement 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 Nonprocurement 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 H**  
**Federal Health Insurance Portability and Accountability Act ("HIPAA")**  
**Business Associate Agreement ("Agreement") Governing Privacy and Security**

**I. Definitions:**

- (a) Business Associate shall mean the 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") and its implementing regulations, including those at 45 CFR Parts 160 and 164.

**II. Obligations and Activities of the Business Associate:**

- (a) The Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.
- (b) The Business Associate agrees to use the appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement and to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any electronic Protected Health Information that it creates receives, maintains or transmits on behalf of the Covered Entity pursuant to this Agreement.
- (c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Agreement.
- (d) The Business Associate agrees to report to the Covered Program, any use or disclosure of the Protected Health Information not provided for by this Agreement, as soon as reasonably practicable of which it becomes aware. The Business Associate also agrees to report to the Covered Entity any security incident of which it becomes aware.
- (e) The 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 the Business Associate on behalf of the Covered Program agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
- (f) The Business Associate agrees to provide access, at the request of the Covered Program, and in the time and manner designated by the Covered Program, to Protected Health Information in a Designated Record Set, to the Covered Program or, as directed by the Covered Program, to an Individual in order to meet the requirements under 45 CFR 164.524, if the business associate has protected health information in a designated record set.
- (g) The Business Associate agrees to make any amendment(s) to Protected Health Information in a designated record set that the Covered Program directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Program or an Individual, and in the time and manner designated by Covered Program, if the business associate has protected health information in a designated record set.
- (h) The Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of, the Covered Program available to the Covered Program, or to the Secretary of Health and Human

Services, in a time and manner designated by the Covered Program or the Secretary, for purposes of the Secretary determining the Covered Program's compliance with the Privacy Rule.

(i) The 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) The Business Associate agrees to provide to the Covered Program or an Individual, in time and manner designated by Covered Program, information collected in accordance with this Agreement, to permit 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.

### III. Permitted Uses and Disclosures by Business Associate

#### (a) General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Program as specified in the Agreement to which this is an addendum, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Program.

#### (b) Specific Use and Disclosure Provisions:

(1) Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(2) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the business associate or to carry out its legal responsibilities and to provide Data Aggregation services to Covered Program as permitted by 45 CFR 164.504(e)(2)(i)(B). Data Aggregation includes the combining of protected information created or received by a business associate through its activities under this contract with other information gained from other sources.

(3) The Business Associate may use Protected Health Information to report violations of law to appropriate federal and State authorities, consistent with 45 CFR '164.502(j)(1).

### IV. Obligations of Covered Program

#### Provisions for the Covered Program To Inform the Business Associate of Privacy Practices and Restrictions

(a) The Covered Program shall notify the Business Associate of any limitation(s) in its notice of privacy practices of the Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.

(b) The Covered Program shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.

(c) The Covered Program shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Program has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

#### V. Permissible Requests by Covered Program

The Covered Program shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Program, except if the Business Associate will use or disclose protected health information for, and the contract includes provisions for, data aggregation or management and administrative activities of Business Associate.

#### VI. Term and Termination

(a) *Term.* The Term of this Agreement shall be effective during the dates noted on page one 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, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in The Agreement.

(b) *Termination for Cause.* Upon the Covered Program's knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for the Business Associate to cure the breach and end the violation or may terminate this Agreement and the master Agreement if the Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or the Covered Program may immediately terminate this Agreement and the master Agreement if the 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, the Business Associate shall return or destroy all Protected Health Information received from the Covered Program, or created or received by the Business Associate on behalf of the Covered Program. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Program notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, the 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.

#### VII. Violations

(a) It is further agreed that any violation of this agreement may cause irreparable harm to the State, therefore the State may seek any other remedy, including an



injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.

(b) The business associate shall indemnify and hold the State harmless against all claims and costs resulting from acts/omissions of the business associate in connection with the business associate's obligations under this agreement.

*Miscellaneous*

(a) *Regulatory References.* A reference in this Agreement to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.

(b) *Amendment.* The Parties 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 the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

(c) *Survival.* The respective rights and obligations of the Business Associate under Section VI 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 the Covered Program to comply with the HIPAA Privacy Rule.

(e) If anything in this agreement conflicts with a provision of any other agreement on this matter, this agreement is controlling.

(f) *HIV/AIDS.* If HIV/AIDS information is to be disclosed under this agreement, the business associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F.

## **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.

**ATTACHMENT M**

**NYS Taxation and Finance Form ST-220-TD**

This form may be accessed electronically at:

[http://www.tax.state.ny.us/pdf/2006/fillin/st/st220td\\_606\\_fill\\_in.pdf](http://www.tax.state.ny.us/pdf/2006/fillin/st/st220td_606_fill_in.pdf)

**ATTACHMENT N**

**NYS Taxation and Finance Form ST-220-CA**

This form may be accessed electronically at:

[http://www.tax.state.ny.us/pdf/2006/fillin/st/st220ca\\_606\\_fill\\_in.pdf](http://www.tax.state.ny.us/pdf/2006/fillin/st/st220ca_606_fill_in.pdf)

## ATTACHMENT O

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)

## 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.

## ATTACHMENT P

State Consultant Services

# **FORM B**

### **OSC Use Only**

Reporting 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 Q**

### **New York State Department of Health M/WBE Procurement Forms**

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. Subcontracting 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:

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

## 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:

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

**New York State Department of Health  
SUBCONTRACTING 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:

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

**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:  
Subcontractors

☐

Project Staff

☐

Consultants

☐

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

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

	Total	Male	Female	Black	Hispanic	Asian/ Pacific Islander	Other
<b>STAFF</b>							
Administrators							
<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