

**NEW YORK STATE DEPARTMENT OF HEALTH**

A Request for Proposal for

Office of Public Health  
Division of Family Health  
Bureau of Early Intervention

RFP No: 15342

**Early Intervention Program Monitoring and Quality Improvement  
Services**

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Schedule of Key Events

RFP Release Date	February 4, 2014
Written Questions Due	4:00 pm ET, February 25, 2014
Response to Written Questions	On or About March 11, 2014
Proposal Due Date	4:00 pm ET, April 7, 2014

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

### **Designated Contacts:**

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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:

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#### **Debriefings:**

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For further information regarding these statutory provisions, see the Lobbying Statute summary in Section E.15 of this solicitation.

## TABLE OF CONTENTS

A.	INTRODUCTION .....	5
B.	BACKGROUND .....	7
C.	DETAILED SPECIFICATIONS .....	8
1.	Minimum Eligibility Requirements for Bidding Organizations .....	8
2.	Work Plan Activities and Deliverables for Early Intervention.....	9
3.	Early Intervention Administrative Services & Supports .....	20
4.	Early Intervention Progress Reports .....	28
5.	Early Intervention Performance Standards .....	29
6.	Early Intervention Schedule of Deliverables .....	29
7.	What the New York State Early Intervention Program Will Provide .....	30
D.	PROPOSAL REQUIREMENTS .....	30
1.	Part 1 - Technical Proposal .....	31
2.	Part 2 - Cost Proposal.....	34
3.	Method of Award.....	34
E.	ADMINISTRATIVE .....	37
1.	Issuing Agency .....	37
2.	Inquiries .....	37
3.	Submission of Bid Proposal.....	38
4.	The Department of Health Reserves the Right to .....	39
5.	Payment.....	40
6.	Term of Contract.....	44
7.	Debriefing .....	44
8.	Protest Procedures .....	44
9.	Vendor Responsibility Questionnaire .....	45
10.	State Consultant Services Reporting .....	45
11.	Lobbying Statute.....	45
12.	Accessibility of State Agency Web-based Intranet and Internet Information and Applications.....	47
13.	Information Security Breach and Notification Act.....	47
14.	New York State Tax Law Section 5-a .....	48
15.	Piggybacking .....	49
16.	Contractor Requirements and Procedures for Business Participation Opportunities for New York State Certified Minority and Women Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women.....	49
17.	Iran Divestment Act .....	52
F.	APPENDICES .....	53

G.	ATTACHMENTS TO THE RFP .....	54
Attachment A1	Comprehensive Monitoring Review Protocol .....	55
Attachment A2	Comprehensive Monitoring Review Tool.....	59
Attachment B	Investigative Monitoring Review Protocol.....	65
Attachment C1	Child Find Program - Quality of Services Review Protocol .....	67
Attachment C2	Service Coordination – Quality of Services Review Protocol .....	69
Attachment C3	Multidisciplinary Evaluation – Quality of Services Review Protocol.....	71
Attachment C4	General Services – Quality of Services Review Protocol .....	73
Attachment D	EI Verification of Correction Review Protocol.....	75
Attachment E	Approved and Contracted Providers .....	76
Attachment F	Sample Monitoring Report .....	77
Attachment G	Sample Protocols for Clinical Record Review (Autism/PDD) .....	96
Attachment H	Sample Data Collection Tool - Clinical Record Review (Autism/PPD).....	100
Attachment I	Transmittal Letter .....	109
Attachment J	Technical Proposal Cover Sheet.....	110
Attachment K	Technical Proposal Work Plan .....	111
Attachment L	Cost Proposal Cover Sheet.....	112
Attachment M	EI Cost Proposal Bid Detail Sheet.....	113
Attachment N	Lobbying Form .....	116
Attachment O	No Bid Form .....	118
Attachment P	Vendor Responsibility Attestation.....	119
Attachment Q	M/WBE Procurement Forms .....	120
Attachment R	Sample Standard NYS Contract Language and Appendices .....	129

## A. INTRODUCTION

The Bureau of Early Intervention (BEI) is responsible for the administration, supervision, and oversight of the New York State's Early Intervention Program (NYS EIP). Part C of the Individuals with Disabilities Education Act (IDEA) and the New York State Public Health Law requires the Department of Health (Department) to provide general supervision and monitoring of the NYS EIP. One way that the Department meets this requirement is through a statewide quality improvement initiative that includes monitoring of providers of early intervention services and municipalities responsible for local implementation of the program. Since 2001 the Department has engaged a contractor to conduct quality assurance initiatives including the monitoring of NYS EIP providers and the municipalities that implement the program.

Monitoring is an integral part of improving the efficacy of activities and quality of services performed by the Bureau of Early Intervention. Monitoring helps not only to ensure that required services are being delivered and delivered appropriately, but that the quality of services is maximized. Further, monitoring enables improvement in the quality of services by identifying opportunities for improvement.

### 1. Purpose of this Request for Proposals

The purpose of this document is to solicit proposals from organizations interested in bidding to monitor and conduct other related quality improvement activities for the New York State Department of Health's Early Intervention Program. The Department will have the option of rejecting bids, reducing the number of programs to be reviewed or the number of site visits or negotiating the startup of monitoring activities if projected costs exceed available funds. The Department reserves the right to seek a "best and final offer" from the selected bidder.

This document solicits proposals for the following key activities related to monitoring and quality improvement:

Monitoring Activities for EI Agencies, Individuals and Municipalities - Comprehensive monitoring of agencies, and individuals who have delivered early intervention services, and municipalities, which are responsible for the local administration of the EIP for regulatory compliance. Monitoring will include:

- provider and municipal self-assessments;
- provider and municipal input via mail surveys;
- review of provider and municipal data captured in the Department's data system that is used by municipalities as a case management data system and used by providers to access specific child information and for submitting billing claims for children in the Early Intervention Program. The data system is the New York Early Intervention System (NYEIS);
- comparison of provider and municipal source documents and data captured in NYEIS;
- site visit scheduling;
- onsite reviews (visits) following a standard protocol;

- observation of children receiving early intervention in various service locations;
- parent input via interviews and/or written parent surveys;
- development of standardized and/or customized monitoring reports, depending upon the type of monitoring review conducted;
- generation and distribution of reports of monitoring results;
- tracking of corrective action plans due, extensions, and resubmissions;
- corrective action plan review;
- development of draft corrective action plan responses to send to the Department to review and issue;
- verification of correction of noncompliance through onsite visits, desk reviews of submitted provider and /or municipal child records and/or other documentation, or through verification of data in NYEIS;
- collection of monitoring data regarding reviews, corrective action plans, and compliance;
- development of computer generated management reports; and,
- ongoing communication with the Department relative to these activities.

Investigative Reviews – the Department may receive complaints, inquiries or expressions of concern from stakeholders regarding the practice of a provider or municipality. In some of these cases the Department may deem it necessary for an investigative review to occur in order to confirm issues that have been raised. These reviews are specific to the nature of the concern and limited in nature. These reviews usually contain the following limited scope:

- review of the area of concern or complaint in order to develop custom review criteria and tools to be used in the review;
- coordinating and implementing the review on short notice, or unannounced notice to the provider or municipality;
- if required, developing a review process that protects the identity of the stakeholder expressing concern;
- methods of review may include, but are not limited to, parent and/or staff interviews, child record and/or other documentation review, and observation of children receiving services;
- developing and issuing customized reports detailing the results of the review;
- corrective action plan review;
- development of draft corrective action plan responses to send to the Department to review and issue;
- verification of correction of noncompliance through onsite visits, desk reviews of submitted provider and /or municipal child records and/or other documentation, or through verification of data in NYEIS;
- collection of monitoring data regarding reviews, corrective action plans, and compliance;
- development of computer generated management reports; and,

- ongoing communication with the Department relative to these activities.

Quality of Service Reviews (QSR) – assess information gathered from multiple sources where child data resides, including the following: individual child records, observation of children receiving services, and parent, provider and/or municipal staff interview in order to evaluate the quality of services delivered to EI children for a specific type of EI service or municipal program, as determined by the Department. These reviews will be conducted for the purpose of evaluating the quality of programs/services rendered by providers and municipalities in the areas of Child Find, service coordination, evaluations, or general services, including health and safety. The QSR process may include:

- travel to multiple provider locations in order to collect information relating to the delivery of services to identified participants;
- travel to provider and municipal locations in order to evaluate specific services rendered to a sample of children, including, but not limited to, observation of the service, evaluation of child records and/or other documents as determined by the Department, i.e., personnel records, policies and procedures, and to conduct staff and parent interviews;
- assisting the Department in developing protocols and tools to be used to assess quality of services in the areas of Child Find Programs, service coordination, evaluation, and general services, including health and safety;
- using clinical practice guidelines, regulations, Department sponsored training curricula, NYEIS information, and policies and procedures to evaluate services provided to participants;
- instituting safeguards to ensure the highest levels of confidentiality are maintained when handling participant information and information obtained from parent interview and observation of services;
- developing and issuing customized reports detailing the results of the review.
- corrective action plan review;
- development of draft corrective action plan responses to send to the Department to review and issue;
- verification of correction of noncompliance through onsite visits, desk reviews of submitted provider and /or municipal child records and/or other documentation, or through verification of data in NYEIS;
- collection of monitoring data regarding reviews, corrective action plans, and compliance;
- development of computer generated management reports; and, ongoing communication with the Department relative to these activities.

## **B. BACKGROUND**

### **1. The Early Intervention Program**

The Program for Infants and Toddlers with Disabilities was reauthorized under Part C of the federal Individuals with Disabilities Education Act (IDEA), effective July 1, 2005. A statewide Early Intervention Program (EIP) was established at the

New York State Department of Health (Department) under Public Health Law (PHL - Title II-A, Article 25) in 1992 and has been fully operational since July 1, 1993.

The Early Intervention Program is New York State's implementation of Part C of the federal Individuals with Disabilities Education Act. The program provides a range of therapeutic and supportive services for eligible children with disabilities, ages birth to age three, and their families. The mission of the Early Intervention Program is "to identify and evaluate as early as possible those infants and toddlers whose healthy development is compromised and provide for appropriate intervention to improve child and family development."

Title II-A of Article 25 and regulations require that providers of early intervention services be monitored by their approving state early intervention service agencies. The Department currently has the responsibility for monitoring 57 local municipalities and New York City as local administrators of the Early Intervention Program and providers who are approved by the Department. There are 1641 agency and 21,789 individual providers who are approved to deliver early intervention services. These providers and municipalities are the entities that will be monitored under this contract.

The monitoring of municipalities and early intervention providers for regulatory compliance has been underway since June 2002 through a contract that is scheduled to end January 31, 2014. Many providers have been reviewed multiple times and all 58 municipalities have been reviewed at least twice as administrators of the program. The maturity of this monitoring program has resulted in monitoring protocols that have evolved over time to remain current with revised regulations and Department policies and procedures, and system generated monitoring reports that contain consistent language and customized statements of findings.

## **C. DETAILED SPECIFICATIONS**

### **1. Minimum Eligibility Requirements for Bidding Organizations**

Eligible organizations are not for profit, for profit or government entities which are legally authorized to perform the contracted services. Eligible organizations should have, at a minimum, five years of expertise in quality improvement and utilization review and meet the following requirements:

- have experience with the coordination and support of a statewide quality improvement program (it is preferred that this experience includes assessment and evaluation of programs delivering developmental services to young children); and experience with review of credentials of professional individuals and agencies;
- demonstrate they have three years' experience in developing, modifying, and managing an electronic data system to capture, analyze and report on monitoring data;
- not be directly or indirectly involved in the provision of early intervention in New York State and have no conflict of interest with respect to conducting the duties and responsibilities outlined in this RFP.

## 2. Work Plan Activities and Deliverables for Early Intervention

For purposes of this RFP, the Department has established a target number of deliverables per deliverable category. This target is based on past monitoring experience, and the current demographics of the approved provider community.

The following section delineates the deliverables for the Early Intervention Program to be completed under this RFP. The Department reserves the right to modify the schedule and mix of types of monitoring reviews throughout the contract period using the pricing structure per deliverable submitted by the Bidder.

### a. Early Intervention Monitoring Reviews

#### i. Types

##### **Comprehensive Early Intervention Monitoring Reviews for Regulatory Compliance (CRRC)**

- A comprehensive monitoring review for regulatory compliance (CRRC) is defined as a systematic review of a service provider or municipality in accordance with NYS regulations and applicable state and federal laws. To complete CRRCs, the successful bidder is expected to follow specific protocols and tools, as noted in the examples provided in Attachment A1 and A2. These Attachments are examples of a protocol and a tool that may be used. Final protocols and tools will be developed by the successful bidder in conjunction with the Department. Additionally, the successful bidder will be expected to:

- in conjunction with the Department, develop a proposed monthly monitoring schedule detailing the next three calendar months of reviews;
- conduct the pre-review, onsite, and post-review activities;
- release a system-generated monitoring report that allows for the insertion of customized findings language and comments; and
- receive, track and review all Corrective Action Plans (CAPs) and prepare draft CAP response documents.

Pre-review activities will include:

- reviewing previous provider monitoring reports;
- developing a monthly monitoring schedule from the Department approved list of providers and list of municipalities that is accessible to the contractor through NYEIS;
- inviting municipalities to attend the onsite monitoring review for providers who render EI services in their geographic location;
- confirming the visit with the municipalities and scheduled provider and sending pre-review materials to the scheduled provider and municipality, which include Self-Assessment Tools, Onsite Visit Agenda, list of items to be available during the monitoring review process; distributing Parent and/or Provider and Municipal Surveys;

- determining, in collaboration with the Department, which and how many child records will be reviewed. The Department reserves the right to determine the sample selection criteria and the final number of child records the successful bidder must examine during all review types, including CRRCs. The Department will consider factors, for example, the size of the municipality or provider, number and type of children served, state and local monitoring, and fiscal audit history of the municipality or provider, when determining the number of child records the successful bidder will be directed to review on site. The approximate number of child records reviewed may be five for individual providers and up to 20 for agency providers and municipalities;
- conducting parent interviews or conducting written parent surveys;
- reviewing provider credentials and other documents maintained in personnel records, i.e., State Central Register clearance documents; and,
- review of pertinent individual provider, agency provider and municipal staff and contracted personnel information available to the successful bidder through NYEIS.

The successful bidder will use protocols and tools developed by the Department to conduct the onsite activities associated with CRRCs of individual and agency providers delivering early intervention services, and of municipalities as providers of EI services. Protocols and tools used during the reviews may also evaluate compliance with signed and executed Provider Agreements between a provider and the Department. The protocols and tools used during the onsite review may include a variety of methods to evaluate regulatory compliance, which may include review of data in NYEIS, comparison of NYEIS data with agency source documents, review of child records, review of written policies and procedures, interviews with staff and program managers, interviews with parents and review of other documents utilized for the EI program. The Department requires that the successful bidder establish staff teams comprised of individuals with administrative expertise, and at least one individual meeting the definition of “qualified personnel” per Public Health Law, Section 2541, to conduct each monitoring review. When invited municipalities attend the onsite review, reviewers will coordinate onsite review activities with municipal representative(s). It is projected that completion of onsite activities, relative to a comprehensive monitoring review, will take the monitoring team an average of:

- One to three days for a municipality, depending upon the size of the municipality
- One to three days for an agency provider, depending upon the size of the agency, and
- Half a day for an individual provider.

CRRCs for agency providers will occur at various provider sites where records and staff are accessible. Individual provider CRRCs may occur at the provider’s place of business (which may be his/her home) or an

appropriate community location, as agreed to by the Department and the successful bidder.

The Department reserves the right to request that certain CRRCs of a provider or municipality will be performed within 15 business days of the Department's request. These "priority" CRRCs must follow the same protocol as other CRRCs and will not take more time, effort or resources than other CRRCs of an agency or individual provider or a municipality. The successful bidder will be paid the same rate for a "priority" CRRC as for routine CRRCs. A "priority" CRRC will count toward the agreed-upon target number of CRRCs to be completed each operational year of the contract. Results of CRRCs will be public information and may be shared with municipalities located within the geographic municipal area that EI services are rendered by the provider.

**Investigative Monitoring Reviews (IMR)** – An investigative monitoring review is defined as a more specified review of a provider or municipality that focuses on a complaint, inquiry or expression of concern received from stakeholders regarding a specific practice or practices of a provider or municipality. An IMR may be necessary to confirm any complaint or issue that has been raised. An IMR is specific to the nature of the concern and limited in scope. The successful bidder will use protocols and/or tools developed in conjunction with the Department, for which, an example of an IMR protocol is provided in Attachment B. The child sample will vary in size and selection criteria, based on circumstances surrounding the review, as determined by the Department. The successful bidder must use staff that is experienced in the specific area that will be investigated, as determined by the Department. It is projected that the completion of onsite activities, relative to an IMR, will take the monitoring staff an average of one day for a team of two review staff.

**Quality of Service Reviews (QSR)** – A quality of service review is defined as review that evaluates the quality of a program/service delivered by a provider or municipality for a child receiving EI services. The Department reserves the right to determine which types of services or programs will be reviewed, for example, a QSR may be conducted to evaluate the quality of services rendered by providers and municipalities in the areas of Child Find Programs, service coordination, evaluations, or general services, including health and safety. The successful bidder will use protocols and tools developed in conjunction with the Department, for which examples are provided in Attachments C1-4. The child sample size for a QSR will be determined by the Department. The sample size may range from five children, for individual providers, and up to 20 children, for agencies and municipality reviews. The successful bidder must utilize review staff that is considered qualified personnel as defined in Public Health Law, Section 2541, to conduct each type of QSR. It is projected that onsite activities, for a QSR protocol, will require one monitoring staff for one day for each specific service area. The review staff's qualifications/experience and credentials must align with the specific area under review. For example, if a provider/municipality is reviewed for service coordination and evaluation services, the protocol may require that

two monitoring staff have two days to complete this review. Or, if a review staff has experience as a service coordinator and evaluator, that reviewer may conduct the entire review for service coordination and evaluation services.

Direct observation of provider practices will be included during quality reviews conducted to determine the consistency and/or quality of provider practices when delivering services to children with certain diagnoses, or when delivering certain types of early intervention services. Therefore, the successful bidder will be required to demonstrate that it will have the capacity to hire or subcontract for consultant(s) with clinical expertise to conduct these reviews.

**Verification of Correction Reviews (VR)** – A verification of correction review is defined as a systematic focused review of a provider or municipality that evaluates particular programmatic and/or administrative practices for which a provider was identified as being noncompliant during their comprehensive review and received a regulatory violation. The VRs must be completed within one year from when the provider received their original finding which must be corrected through review of child records.

Verification of Correction reviews (VRs) may be conducted to determine:

- whether a provider or municipality has complied with the terms of a Corrective Action Plan;
- whether the provider or municipality has remediated previously identified health and safety and unqualified personnel issues;
- verification of correction of findings that are violations of IDEA requirements;
- staff knowledge of correct policies and procedures for delivering services as demonstrated through an interview; and,
- other issues identified by the Department.

The successful bidder will be expected to complete all of the following activities for a verification review, which may include activities for an on-site review or a desk review of child records submitted to them, as determined by the Department:

- identify providers who require verification reviews based on comprehensive review findings and submission of corrective action plans;
- in conjunction with the Department, develop a monthly schedule for verification reviews;
- conduct required pre-review, onsite, and post-review activities;
- review child records or other required documentation submitted by providers and municipalities to verify correction of noncompliance; and,
- complete and submit a verification of correction report to the Department.

To complete the VR, the successful bidder is expected to follow a protocol developed and approved by the Department, which may be similar to the protocol found in Attachment D of this RFP. However, for certain verification reviews, the Department reserves the right to modify that protocol and tool and/or develop a new protocol, tool and/or format for reporting verification review findings to the Department. The sample size for child records to be reviewed for a VR may be five for an individual provider and ten for an agency or municipality, as determined by the Department.

## ii. Early Intervention Monitoring Review Deliverables

In order to ensure there is no substantial lapse in current monitoring efforts, CRRCs must begin by month three of the first year of the contract. Penalties may be imposed if monitoring reviews begin after this time and/or the agreed upon target number is not reached due to non-performance of the Contractor.

**Monitoring Reviews** – The successful bidder is expected to complete the following number of monitoring reviews:

- Each municipality would receive a CRRC at least once during the duration of the contract, or more frequently, depending upon certain factors, such as previous monitoring findings, data performance or other issues identified by the Department. Additionally, each municipality would receive a QSR for Child Find, Service Coordination and Evaluation services, depending upon the services they are approved to provide, which will be conducted at a frequency of at least once during the duration of the contract, or more frequently depending upon previous performance or other factors determined by the Department. The target number of municipalities to be reviewed statewide every year of the contract for a CRRC is 12; and for a QSR for Child Find, Service Coordination and Evaluation is 12 (depending upon which services the municipality is approved to provide).
- Each agency and individual provider, including providers who only contract with other EI agencies (subcontractors), that have delivered services during the past three years, would receive a CRRC at least once during the duration of the contract or more frequently depending on previous performance or other factors as determined by the Department. Additionally, each provider would receive a QSR for Service Coordination, Evaluation and General Services, depending on the services they are approved to provide, at a frequency of at least once during the duration of the contract, or more frequently depending upon previous performance or other factors determined by the Department.

The target number of agency providers statewide to receive a CRRC every year of the contract is 30; and to receive a QSR review every year of the contract is as follows: for Service Coordination, 100; for Evaluations, 75; and for General Services, 50.

The target number of individual providers statewide, including subcontractors, to receive a comprehensive review for regulatory compliance every year of the contract is 100; and to receive a QSR review every year of the contract is as follows: for Service Coordination, 100; for Evaluations, 100; and for General Services, 100. Attachment E provides a breakdown of providers who are approved and have contracted with municipalities in the past, to provide EI services in the areas of service coordination, evaluations and general services, based on each area, and/or group of areas of approval.

- Investigative reviews will be based on the Department's receipt of a complaint or expression of concern received from a stakeholder, as described in Section A of this RFP. Based on previous monitoring history, the number of investigative reviews that may be required by the successful bidder to conduct is estimated to be two per contract year.
- Each agency and individual provider, including providers who only contract with other EI agencies (subcontractors), will receive a verification review for follow up on correction of any noncompliance with health and safety, including unqualified personnel, violations of federal regulations or for other reasons identified by the Department. Based on past years' experience, the bidder should assume that approximately 30% of all monitoring reviews, with the exception of clinical record reviews, may require a verification review. However, this is no guarantee of utilization.

The Department may determine which providers will be given priority and advise the successful bidder of this information for scheduling purposes.

For the purposes of bid development, the EI Cost Proposal Bid Detail Sheet (Attachment M) contains target numbers for each type of review. The Department cannot guarantee the number of monitoring reviews that will be available to the successful bidder resulting from this RFP. The Department reserves the right to limit the number of reviews during any contract year. Bid prices included in the proposal are based on a per review price and should not be dependent upon the actual number of reviews conducted or the distribution in the type of reviews conducted.

**Monitoring Reports** – For all monitoring reviews, the successful bidder will be responsible to produce standardized and/or customized monitoring reports that utilize data gathered from the review, using formats approved by the Department. The comprehensive monitoring reports sent to providers and municipalities will use standard and customized language approved by the Department to: describe the monitoring process; identify the indicators that met the standard; identify regulatory violations; and identify areas that need improvement and provide technical assistance to assist the provider or municipality to correct any findings identified. It is anticipated that some of the text of the reports will be generated from the electronic monitoring system. The system must calculate the numbers of

records that were examined and associate the number of records with the appropriate findings statements. For QSRs and IMRs, it is required that the system, or a different system developed by the successful bidder, will have the ability to utilize customized language for each finding to describe the specific details of the problems identified by the reviewers or the Department. There may be instances where the monitoring report will contain entirely customized language as determined by the Department.

Monitoring reports must be available for release to municipalities and providers that were reviewed, and municipalities in contract with the providers that were reviewed, within 45 days of the completion of the onsite review. There may be instances where reports are released after the 45-day timeframe due to additional research required by the Department. In no case should there be an instance where a report is released beyond 90 days after the date of the review. A sample report template is included in Attachment F of this RFP.

**Corrective Action Plan Reviews** – The successful bidder will be responsible for receiving and systematically tracking and screening all Corrective Action Plans (CAPs) received from municipalities and providers resulting from all of the various types of reviews. The successful bidder will review and develop draft responses to all CAPs, as described in the protocol in Attachment A1, and is responsible to send draft provider CAP responses to the Department. Finalized CAP responses will be issued by the Department.

When a provider or municipal report requires a CAP, the successful bidder will be required to:

- receive and track all CAPs;
- grant extensions under circumstances defined by the Department;
- screen all CAPs to ensure essential components are included;
- follow-up all CAPs when not received or essential components are missing;
- within seven days of the screen, send all municipal CAPs which were screened and determined to be complete, with relevant correspondence, to the Department to review; and,
- within 45 days after provider CAPs are screened and determined to be complete, the successful bidder will follow the protocol in Attachment A1 and review all provider CAPs (with enclosures and materials submitted), develop appropriate draft CAP responses (in a format determined by the Department), and send to the Department via email or other means agreed upon by the Department and successful bidder.

As part of the CAP process providers and municipalities may be required to submit child records to verify correction and implementation of their approved CAPs. The successful bidder will be required to review the child records to determine correction of noncompliance and adherence to the approved CAP.

The successful bidder will be required to provide technical assistance to providers to assist with development of CAPs. When the providers' CAPs involve serious health and safety practice issues, unqualified personnel findings or other unusual circumstances that the Department identifies, the Department will work closely with the successful bidder to develop appropriate CAP responses relative to the unique situations. It is anticipated that no more than 20% of all CAPs will fall into this category.

For bidding purposes, it should be assumed that approximately 85% of comprehensive provider and municipal reviews for regulatory compliance and quality of services reviews will result in submission of a CAP. See Attachment M, EI Cost Proposal Bid Detail Sheet, for bidding numbers for the different types of reviews. The CAP review and completion of CAP response letter should be factored into the cost for each review and will not be paid as a separate deliverable.

#### **b. Early Intervention Clinical Record Reviews**

The successful bidder will be required to have the capacity to subcontract for specialist consultant(s) to conduct periodic clinical record reviews of clinical practices utilized in evaluation and service delivery for young children with certain diagnosed conditions and/or for young children receiving certain service packages as identified by the Department. The Department will provide clinical record review protocols based on the type of record review to be conducted. A sample protocol used for the clinical record review of autism and pervasive developmental disorder (PDD) is included in Attachment G. Protocols will identify the objective of the review; prescribe the sampling methodology to be used; delineate the discrete activities to occur pre-review and onsite during the review; identify the required educational and/or experiential qualifications reviewers must have; and, prescribe the format for compilation and submission of findings to the Department. The successful bidder will be responsible for developing appropriate tools based on the Department's Clinical Practice Guidelines. A sample data collection tool, used for the clinical record review of autism/PPD records, is included in Attachment H. The Department will approve final tools the successful bidder will use to capture data and report results for the clinical record reviews. Timelines for the reviews and data submissions will be defined by the Department.

Clinical record reviews of children with certain diagnoses or service packages will consist of a target number of records and begin at a time agreed to between the successful contractor and the Department. It is anticipated that at least one condition or service package per contract period will be reviewed. The sample size is expected to be approximately 50 records per contract period. Protocols, tools, sampling methodology and report formats to be used during clinical record reviews may be developed by the successful bidder in collaboration with the Department; however, the Department will approve all materials used in the clinical record review process.

#### **c. Early Intervention Monitoring Data**

**i. Maintain Early Intervention Monitoring Application and Store Early Intervention Monitoring Data**

The Department will make available its existing monitoring data application and associated database to the successful contractor and will provide documentation of the data application to bidders, upon their request. The Contractor will be responsible for providing all hardware and equipment to support and maintain the monitoring data application and to collect and maintain monitoring data.

The existing data application performs the following functions:

- allows for the collection of data during monitoring reviews using laptops provided by the successful bidder to its employees/contract staff;
- calculates the number of records examined and findings (as defined by the Department) associated with those records for each comprehensive review for regulatory compliance;
- electronically captures notes made by monitoring team members on laptop computers while conducting reviews;
- prints provider and municipal computer generated monitoring reports (see Attachment F) that contain:
  - a standardized narrative explaining the monitoring process;
  - instructions about how to submit a Corrective Action Plan, if appropriate;
  - standardized phrases, based on system calculations, that explain how many indicators in each topical area met all Early Intervention Program requirements;
  - standardized phrases, based on system calculations and type of findings, that explain which indicators/findings in each topical area did not meet Early Intervention Program requirements and are considered regulatory citations or areas needing improvement, according to Department-defined standards;
  - standardized phrases that can be customized, describing specific issues and problems identified during the monitoring review, or by the Department, that resulted in a finding;
- captures and tracks data so the successful bidder can periodically report to the Department the status of various monitoring events, documents and products, on a schedule determined by the Department;
- assists with monitoring review scheduling for the successful bidder;

- allows Department staff to directly access, view, and print monitoring reports from the successful bidder's system; and,
- maintains confidentiality of information and security of the data exchanged among the various Contractor sites and the Department, according to Department standards.

The successful bidder will assume the current monitoring application and associated database. The successful bidder will be responsible for establishing a Virtual Private Network (VPN) to access the Department's Provider database. The VPN must be developed in accordance with the Department's standards. The successful bidder will be responsible for supplying all of the hardware to collect and manage the monitoring data.

## ii. **Modifications to the Early Intervention Data Application**

During the previous two monitoring contracts, the Department made necessary adjustments to monitoring protocols, tools and criteria based on clarifications or new or revised program regulations and/or requirements. The Department requires that the successful bidder continue to make modifications to the current application as required. These modifications will include, but not be limited to:

- improving the capability for Department staff to directly access monitoring data "on demand" by developing the capability to produce ad hoc management reports in a secure environment. Department staff will determine the content and format of these ad hoc reports by selecting chosen data fields. These ad hoc monitoring reports should produce a summary of selected indicator findings as well as track providers with violations of federal regulation that have corrected their findings within one year of identification. It is anticipated most reports will be in Microsoft Excel formats;
- ensuring that the monitoring data application and associated database can be linked to NYEIS. The successful bidder will be responsible for use of NYEIS to create child samples for monitoring reviews, as well as integrating monitoring review results into the system;
- adding or deleting tool indicators with corresponding report statements, and changing the corresponding calculations, as approved by the Department. The report database must be flexible enough to allow for language changes within the report template by the successful bidder and/or Department staff. These editing activities must be accomplished within the prescribed timeframes as determined by the Department and at no added cost;
- using parameters defined by the Department, adjusting the calculation function to distinguish between "met," "improvement opportunity" and "regulatory finding" and to print out appropriate corresponding text for additional or revised report statements;
- developing the capability to maintain old data when indicators are no longer used and/or new indicators are added;

- maintaining the capability to link old data, as appropriate, to related new data for purposes of trend analysis. The ad hoc management report system should allow for integration of report findings across all past years of monitoring;
- developing the capability to search text for selected phrases and key words in selected individual or groups of monitoring reports;
- developing the capability for the application to produce customized monitoring reports, in a format defined by the Department, for comprehensive reviews for regulatory compliance, QSR reviews, verification reviews and clinical reviews;
- creating the ability to add/delete data captured during clinical record reviews; and,
- ensuring that the text of the application is able to be copied and pasted into Microsoft applications.

The following significant modifications must be completed by the successful bidder to enhance the current monitoring application:

- addition of new key indicators and sub indicators, with corresponding criteria, identified by the Department;
- on demand report capability for the Department;
- deletion of indicators identified by the Department;
- creation of the ability to add/delete data captured during QSR and clinical record reviews; and,
- creation of reports for QSR and clinical record reviews.

The successful bidder must guarantee that the remaining significant modifications to the system will be completed to the Department's satisfaction.

### **iii. Maintenance of the Early Intervention Data Application**

The successful bidder will be expected to work with the Department, throughout the life of the contract, to adjust and improve the data application based on clarifications and new or revised program regulations and requirements. Programming for these adjustments, as well as programming that will allow the application to continue to operate in an effective and timely manner, will be considered "ongoing maintenance." "Ongoing maintenance" of the electronic monitoring data application is defined as all activities involved in programming or adjusting for ongoing changes/clarifications of EIP requirements and keeping the application in good working order, including any routine adjustments required to correct faults, improve performance or other attributes (e.g. new functions, faster, or more compatible with other systems), or to otherwise adapt the application to meet the Department's needs. Routine adjustments will include, but not be limited to:

- continued addition and/or deletion of new key indicators with corresponding criteria as determined by the Department;

- production of management reports, the content and format determined by the Department, which are directly accessible to Department staff “on demand” (it is anticipated most of these reports will be weekly, monthly and quarterly statistics and lists of providers or municipalities with associated data reporting on completed contractual activities); and,
- revision of the text, content and criteria of tool indicators and corresponding monitoring report statements for the regulatory compliance reviews, QSR reviews, verification reviews and clinical record reviews, as determined and approved by the Department.

The above stated routine adjustments must be completed within ten business days upon written request (including email) of the Department.

The data application must also allow for the production of ad-hoc management reports, using data from the monitoring data application and associated database, the content and format determined by the Department, which may be needed for special projects, presentations and for reporting to the Office of Special Education Programs (OSEP).

The above stated reports must be completed within two business days upon written request (including email) of the Department.

#### **iv. Turnover**

The successful bidder will be expected to provide for an orderly and controlled turnover of the data application to either the Department or a subsequent successor at the end of the contract period, with minimum disruption of report generation, provision of monitoring reviews, or any other contract activity. At the end of the contract, the successful bidder will turn over complete electronic monitoring data application and associated database, with title, leasing, or license rights to the Department, or at the Department’s option, a subsequent successor. The successful bidder shall similarly transfer to the Department or the subsequent successor all nonproprietary system software, data files, application programs and documentation. Additionally, the successful bidder must turn over all written policies and procedures, training materials, validation tools, and any resources utilized in conducting monitoring reviews (e.g. checklists or internal tools used by the successful bidder’s staff).

The successful bidder must include a plan in the proposal which specifies what will be turned over, how the subsequent successor will be trained in protocols and practices, and how delivery of the system specifics will be made to the successor.

### **3. Early Intervention Administrative Services & Supports**

#### **a. Reporting Serious Problems to the Department**

Following procedures defined by the Department, the successful bidder must immediately communicate to the Department any provider or municipal situations that are identified during monitoring that have the potential for imminent danger for children and/or their families receiving services, or that may indicate inappropriate fiscal practices. These situations include, but are not limited to: poor, inadequate or dangerous health and safety practices, unsafe physical plant, unqualified personnel providing services, failure to screen appropriate staff through the State Central Register of Child Abuse and Maltreatment, duplicate billing, services billed but not delivered, etc. Any findings of this nature should be communicated by the successful bidder to the Department in writing to include significant details of the findings within two business days of the monitoring review. The successful bidder must also report findings of this nature immediately to the provider during the exit interview and provide them with guidance so that they may immediately remedy the situation. The successful bidder should contact the Department during the course of the review for direction on what technical assistance should be provided to the provider or municipality with the serious finding.

#### **b. Required Meetings**

The Project Manager must be available to meet with Department staff at least two days each month in the first year of the contract, and a minimum of one day each month thereafter, to coordinate and evaluate the progress of contract work products and resolve outstanding problems as identified by the Department. Other successful bidder staff (direct or contracted) may be asked by the Department to attend these meetings when appropriate. At the Department's discretion, these meetings may occur by phone or in person in either Albany or another location as agreed to by the Department and successful bidder.

The successful bidder must convene a full day meeting in Albany, of the individuals conducting monitoring activities during the first year of the contract (at least quarterly), for the purpose of meeting with Department staff to review various aspects of monitoring, to train on new monitoring protocols, or other activities. During the remaining term of the contract, the successful bidder will convene at least two full day meetings each year in Albany of the staff conducting monitoring activities so that new protocols and procedures or other training can be conducted.

The successful bidder must be prepared to convene, at the Department's discretion, any relevant staff to answer questions and provide additional training to attend at least two meetings each year in Albany or another location is agreed to by the Department and successful bidder.

The successful bidder is responsible for all costs associated with the meetings described above and the costs for attendees working on behalf of the successful bidder.

In addition to the meetings described above, the Project Manager, Monitoring Coordinator, the Quality Review Specialist(s) and the Systems Manager, as described below, must be available to participate in weekly conference calls

with Department staff to report on and discuss work progress, clarify issues, respond to questions, request guidance, and discuss other pertinent related issues related to monitoring activities.

### **c. Monitoring Personnel**

The key positions of Early Intervention Project Manager, Monitoring Coordinator, Data Manager and Quality Review Specialists cannot be subcontracted out, nor may they be employed on a consultant basis. These positions must be filled by employees of the successful bidder.

#### **i. Project Manager**

The successful bidder must designate a “Project Manager” who will be responsible for overall implementation and delivery of contract work products for the duration of the contract period. Preference will be given to those organizations with a Project Manager who has qualifications that include demonstrated knowledge of the Early Intervention Program and expertise in the areas of quality improvement, utilization review, and performance based monitoring, and familiarity with EIP provider qualifications, expertise in credential review, and training, and technical assistance. This person will ensure that all work conducted under the contract is performed according to Early Intervention Program policies and standards of performance. The Project Manager will be responsible for the overall quality, accuracy, and timeliness of contract work products and deliverables. In addition, the Project Manager will have responsibility for oversight of data system enhancement and maintenance conducted by direct or contracted staff. The Project Manager will also provide oversight of data report generation functions conducted by direct or contracted staff, to ensure the accuracy and quality of data reports produced, and to ensure the reports meet the needs of the State.

#### **ii. Monitoring Coordinator**

The successful bidder must designate one FTE individual to serve as “Monitoring Coordinator.” The Monitoring Coordinator will be located in the Capital District and will coordinate all statewide monitoring team activities.

The Monitoring Coordinator will be responsible for day-to-day implementation of contract deliverables and resolution of problems relating to monitoring encounter activities. S/he will coordinate scheduling, training, and other monitoring encounter activities that require a statewide approach.

The Monitoring Coordinator will be responsible for supervising the review teams that complete monitoring reviews of municipalities and agency and individual early intervention providers and ensuring that individuals conducting monitoring reviews:

- use approved monitoring tools and follow approved monitoring protocols;

- receive up-to-date information regarding revisions to the monitoring protocol and changes to the early intervention law, regulations, or Department policy and procedure;
- receive initial and ongoing training, including orientation and promotion of consistent implementation of the monitoring protocol, tools, and regulations;
- are observed while performing onsite activities;
- receive ongoing technical assistance when they have questions;
- are formally evaluated regarding the quality and quantity of their work on a regularly scheduled basis, including direct observation;
- produce high quality, accurate reports and documents;
- provide accurate and timely technical assistance;
- appropriately screen, review and recommend approval for corrective action plans; and,
- conduct themselves in a professional manner.

The Monitoring Coordinator will be the primary contact with the Department regarding day-to-day monitoring activities. S/he will work closely with the Department to successfully address any concerns about team member conduct, technical assistance, monitoring protocols, content of computer generated monitoring reports and recommendations regarding corrective action plans. The Monitoring Coordinator should have qualifications that include four years of experience working in a capacity that directly provides Early Intervention Services, plus two years of experience in the area of quality improvement, utilization review, or performance-based monitoring, training, and technical assistance. Preference will be given to those organizations with a Monitoring Coordinator who has more experience in these specific areas.

### **iii. Monitoring Assistants**

The successful bidder must designate at least two FTE Monitoring Assistants to work under the direction of the Monitoring Coordinator. These individuals will assist the Project Manager, Monitoring Coordinator and Quality Assurance Specialists with all activities involved in the scheduling and implementation of monitoring reviews and subsequent issuance of reports, screening and recommending approvals for CAPs, and CAP-related correspondence, and quality assurance activities.

### **iv. Quality Review Specialists**

The successful bidder must designate a minimum of four FTE individuals to serve as Quality Review (QR) Specialists. There should be a QR Specialist that has experience and is considered qualified personnel, as defined in Public Health Law, Section 2541, for the areas of service coordination, evaluations and general services. There should also be a QR Specialist who has experience in the area of municipal Child Find Program activities. These roles can be filled by one to four staff, as long

as the individuals meet the Department's requirements, as noted, and have the ability to perform oversight responsibilities for all QRS reviews that may be occurring simultaneously or at any given time period throughout the duration of the contract. The successful bidder must provide staffing plans at a frequency determined by the Department so that the staffing level for this title is maintained throughout the entirety of the contract, unless the Department has determined that this level is no longer required. Failure to maintain staffing levels of this title, as determined by the Department, may result in penalties against payment for the QRS review.

The (QR) Specialists will assume primary responsibility for oversight of all QRS reviews, as noted in this RFP, Section C.2.a.i. They will work under the supervision of the Project Manager or the Monitoring Coordinator, and will work closely with the monitoring staff that will complete the QRS reviews, to perform the following activities:

- clarify and resolve discrepancies and inconsistencies;
- correct errors prior to the issuance of QRS reports and/or corrective action plan responses to providers and municipalities;
- review data reports generated by the successful bidder for accuracy and ensure that the data reports are responsive to the questions raised by the Department;
- provide formal feedback to review teams regarding errors and problematic products needing corrections; and,
- meet with and provide periodic training to review teams to improve the quality of work products.

In addition, the Quality Review Specialists may assist with conducting QSRs, comprehensive reviews for regulatory compliance, investigative reviews or verification reviews. The Quality Review Specialists should have at least two years of experience providing direct Early Intervention Program services, and at least one year experience with administration of the early intervention program, fiscal management skills or experience in quality improvement. The QR Specialist also should have excellent writing and editing skills.

#### **v. Early Intervention Data Manager**

The successful bidder must directly employ one "Data Manager" at least a half FTE. This individual will be responsible to oversee the following data-related functions as they pertain to the monitoring application and database and the VPN:

- data management;
- application programming; and,
- data analysis.

The Data Manager must have qualifications that include at least three years of experience in the field of computer programming and systems analysis and expertise including, but not limited to, the design and implementation of data applications, the conduct of feasibility studies, development of program and application specifications, flowcharting, coding, development of test data, program and parallel testing, and post implementation follow-up.

The successful bidder may subcontract staff to perform application programming and/or report development and data analysis. The Data Manager will work closely with the Project Manager and Department staff to identify and resolve problems and deficiencies with respect to the electronic monitoring system and VPN. This individual will direct and coordinate the work of any contractor staff or subcontractors, who improve, enhance and maintain the monitoring application or database.

Data Management functions include:

- ensuring the accuracy and timeliness of changes to the monitoring application;
- ensuring the quality of products produced by the monitoring application;
- selection of child samples for all providers and municipalities to be reviewed from the Department's NYEIS system using criteria established by the Department;
- providing the Department with timely, understandable documentation regarding the monitoring application and database, contract products, and the VPN;
- collaborating directly with Department Early Intervention Program and/or Information Technology staff to ensure the monitoring application, database and VPN are meeting the needs of the Department; and,
- working directly with the Project Manager, Quality Review Specialists, and Monitoring Coordinator to ensure the monitoring application meets the needs of both the successful bidder and the Department with respect to monitoring activities, reporting, data analysis activities, to ensure the VPN meets the needs of both the successful bidder and the Department with respect to monitoring activities.

Programming functions include:

- ensuring the VPN is completed in a timely manner and meets the needs of the Department and the successful bidder;
- ensuring requested improvements, modifications, and changes to the existing monitoring application are completed in a timely manner and meet the needs of the Department and the successful bidder; and,
- overseeing development of the capability for the Department to directly access monitoring and provider application data.

Data Analysis and reporting functions include:

- ensuring tracking systems for monitoring and application review events and products for the Department and successful bidder are developed and implemented;
- providing routine and ad hoc reports that meet Department and successful bidder's needs; and,
- working with the Project Manager, Monitoring Coordinator, Quality Review Specialists, and the Department to ensure data are appropriately and correctly collected and recorded; methodologies used to analyze data are accurate and correct; and, reports generated are accurate and timely.

#### **d. Teams to Conduct Statewide Early Intervention Monitoring Reviews**

The successful bidder must provide a sufficient number of individuals to comprise teams that will conduct simultaneous monitoring reviews throughout the state as described in this RFP. Each QRS review, comprehensive review for regulatory compliance, and investigative monitoring reviews, will be conducted using a team of at least two individuals, unless otherwise specified by the Department, who meet the following qualifications:

- individuals must have had at least one year experience in the administration and/or fiscal management of organizations providing health and human services, preferably to young children with developmental delays and their families (the successful bidder may provide such training, after Departmental approval, and should be prepared to have that training prior to implementation);
- individuals must have one year experience in the area of quality improvement (e.g., utilization review, performance based monitoring, technical assistance); and,
- one of the team members must be recognized as qualified personnel by the Early Intervention Program, as defined in Public Health Law, Section 2541, preferably with experience in the provision of developmental services/therapies to children ages birth to five years and their families. The successful bidder will be responsible for verifying the currency of certification, registration and licensure of each team member at least every six months during the term of employment.

Verification of Correction Reviews (VR) may be conducted by one staff person, as determined by the Department, depending upon the extent of the review and expertise required to conduct the VR.

Individuals conducting the monitoring reviews must demonstrate that there is not a conflict of interest with respect to the relationship with the provider(s) or municipalities being monitored. Under no circumstance, can they review any provider or municipality where they are currently, or were contracted or employed, and they cannot review any municipality where they previously provided services.

#### **e. Clinicians to Complete Early Intervention Clinical Record Reviews**

As indicated in Section C.2.b., the successful bidder will be required to have the capacity to subcontract for specialist consultant(s) to conduct periodic clinical record reviews of clinical practices utilized in evaluation and service delivery for young children with certain diagnosed conditions and/or for young children receiving certain service packages as identified by the Department. The successful bidder must ensure that consultants hired to work on this project have appropriate clinical credentials, demonstrated competence and expertise in evaluating and delivering services to very young children with diagnoses or services the Department identifies to examine, as well as, knowledge and background on the content of any of the Department's published Clinical Practice Guidelines.

#### **f. Administrative Support**

The successful bidder must provide other administrative support, that may be in addition to those duties performed by the Monitoring Assistants, that will allow the Project Manager, EI Data Manager, Monitoring Coordinator, Quality Review Specialists, and monitoring teams to complete monitoring project activities in an efficient and timely manner. This support includes:

- secretarial services;
- data entry services;
- mass mailing capability;
- access to and use of overnight mail;
- access to and use of courier services;
- appropriate equipment, including cellular phones and laptop computers;
- local supervision and oversight; and,
- adequate, secure storage.

The successful bidder is invited to add, at their own expense, professional support as necessary to complete the project requirements in a timely and accurate manner.

The successful bidder must designate the location and hours of administrative services and provide a description of the facility and resources to be dedicated to this contract. If multiple sites will be used, a description of each site must be provided.

If the bidder has identified individuals to fill the following project management positions at the time the proposal is submitted, the Proposal Narrative should include the names of the individuals and their resumes should be appended to the proposal:

- Project Manager;
- Monitoring Coordinator;
- A minimum of four Quality Review Specialists; and,
- Data Manager.

#### **4. Early Intervention Progress Reports**

##### **a. Weekly Reports**

During each year of the contract, the successful bidder will submit weekly reports on the numbers and status of unusual monitoring findings or problems, and newly identified health and safety issues, unqualified personnel or fiscal issues or other issues as identified by the Department. The formats for these weekly statistical reports will be determined by the Department (most statistical reports will be an exchange of data in Excel spreadsheet formats).

##### **b. Monthly Reports**

During the contract period, the successful bidder will submit monthly statistical reports summarizing the numbers and types of activities related to monitoring completed during the previous month, including completed monitoring reviews, completed and mailed reports, number of receipt of Corrective Action Plans, and outstanding Corrective Action Plans . The successful bidder will also report any changes made to the monitoring data system and any other data or information requested by the Department in these reports.

The Department reserves the right to determine the format and content of monthly statistical reports.

##### **c. Quarterly Reports**

During each contract period, the successful bidder will submit three quarterly reports, each describing contract activities for the previous three-month period that includes quarterly statistical reports summarizing the numbers and types of activities related to monitoring completed during the previous quarter, changes made to the monitoring data system, progress made in achievement of deliverables, completed activities, status of incomplete activities, issues or problems that were encountered and resolved or are outstanding, and any other data or information requested by the Department. These reports must also include data related to findings determined through monitoring efforts that are violations of Federal regulations and requirements. This data will include for each provider or municipality monitored, each of the findings made related to federal noncompliance and the verification of correction data for each of these findings per individual child and overall. The Department reserves the right to determine the format and content of quarterly reports.

##### **d. Annual Reports**

The successful bidder will submit an annual report describing monitoring activities for the previous three month period per the Quarterly Report requirements stated above, and which also summarizes monitoring-related activities completed during the previous 12 months.

#### **e. Ad Hoc Reports**

The successful bidder will also report on any other data or information requested by the Department. All reports must be submitted in a format as determined by the Department.

### **5. Early Intervention Performance Standards**

#### **a. Monitoring Reviews - All types (comprehensive, investigative, quality of services and verification reviews)**

Reports released must be within 90 days of the onsite monitoring review, free from errors in calculation, containing no typographical or grammatical errors, and be easily understood, with respect to findings and additional comments, by the reader. Payment may be withheld for reports not meeting Department standards, and such reports may have to be corrected and/or re-released before payment is issued, as determined by the Department.

CAP responses must contain no typographical or grammatical errors, and be easily understood by the reader. Payment for the review completed may be withheld for CAP responses not meeting Department standards, and such CAP responses may have to be corrected and/or re-released before payment is issued, as determined by the Department.

#### **b. Clinical Record Review**

Clinical record review findings must follow Department requirements and format, be free from data errors; contain no typographical errors, and be easily understood, with respect to findings, by the reader.

#### **c. Administrative Services**

Administrative services must be completed in a timely manner as described in Section C.3.f. of this RFP and the successful bidder's proposal which will be included as Appendix C of the contract.

Failure of the successful bidder to meet the deliverables and performance standards of the contract may result in the Department withholding payment as specified in this RFP and/or may result in termination of the contract.

### **6. Early Intervention Schedule of Deliverables**

#### **a. Early Intervention Monitoring Products**

Regulatory compliance, quality review of services, investigative and verification monitoring reports must be available for release within 45 days of the completion of the onsite review unless otherwise determined by the Department. In no event should a report be released more than 90 days from the date of the review, in the case of unusual determinations that would require input from the Department or input from other State agencies:

- corrective action plans (CAPs) must be screened, determined to be complete or requiring additional information, and a letter sent to the provider/municipality explaining problems, within seven days of receipt;
- all monitoring-related activities must be entered into a tracking database within five business days;
- verification of correction correspondence must be reviewed by the successful bidder within 30 days of receipt of submitted documents, and the corresponding reports submitted to the Department of the outcome for each VR within 45 business days. The bidder must verify correction of identified findings through review of subsequent child records at the time of the monitoring and collect additional child records post review to ensure correction within one year of the monitoring event.;
- related monitoring correspondence and materials must be provided to the Department; and,
- clinical record review reports for all records subject to a particular record review project must be compiled and made available to the Department within 45 days of the completion of the review.

#### **b. Early Intervention Progress Reports**

- the weekly reports specified earlier in this RFP must be submitted no later than Wednesday of the following week;
- the monthly statistical reports specified earlier in this RFP must be submitted within five calendar days of the end of each month during each year of the contract;
- the three quarterly progress reports specified earlier in this RFP must be submitted within 30 calendar days of the end of the last month of each quarter during each year of the contract; and,
- the annual report specified earlier in this RFP must be submitted within 30 calendar days of the end of each contract year.

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

The Department will automatically provide all updated guidance documents and/or emails and letters to the field, copies of the Department’s “Report of the Recommendations” for all published clinical practice guidelines, and standards and specifications for the VPN to the successful bidder. The Department will also provide the current protocols and tools developed for monitoring for regulatory compliance and any other protocols developed for investigative reviews, verification of correction reviews and quality of services reviews. The Department will provide the successful bidder with access to NYEIS, as long as the successful bidder staff has signed confidentiality agreements with the Department and has a Health Commerce System account.

## **D. PROPOSAL REQUIREMENTS**

The bidder must submit Technical and Costs proposals for all monitoring activities included in this RFP for the Early Intervention Program.

## 1. Part 1 - Technical Proposal

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

The bidder must submit a Technical Proposal that addresses the RFP requirements for the Early Intervention Program.

### a. Proposal Narrative for Early Intervention Monitoring – maximum of 20 pages

The proposal should be typewritten on a maximum of 20 single-sided pages or ten double sided, 8 1/2 x 11, double spaced, using a 11 point font or larger. **Evaluators of the Technical Proposal will stop reading if there are more than 20 pages included in a proposal narrative.**

Attachments, such as resumes of key staff (Project Manager, Monitoring Coordinator, Data Manager and QR Specialists) will not be counted toward the 20 pages, and should be included. The Bidder must specify how the contract deliverables presented in the proposal will be delivered by direct staff and/or subcontractors. If known subcontractors are to be proposed, a letter of commitment from each containing their full name and address must be included with the Technical Proposal.

Attachments such as DVD's or other training materials or brochures, should not be submitted as part of the Technical Proposal. The attachments are not considered part of the 20 page limit. In a clear and concise manner, the bidder should provide a complete description of what activities are to be accomplished and under what circumstances.

***For describing "b." and "c." below, use the Technical Proposal Work Plan template form provided as Attachment K. Make additional copies as needed. Use no more than ten pages total. Also complete Attachment J, Technical Proposal Cover Sheet.***

### b. Project Activities to Meet Deliverables

Activities must be responsive to the Department's monitoring initiatives stated in this RFP. Bidders should describe:

- what activities are to be accomplished and under what conditions;
- the nature and scope of the activities that lead to the successful completion of each deliverable; and,
- how the contract activities presented in the proposal will be delivered.

### c. Persons Responsible and Completion Dates

The Bidder must identify by title (and name, if known), the individual(s) responsible to ensure work activities as described in the RFP are carried out.

The responsible individual(s) must have appropriate authority to ensure successful completion of each major work activity. The Bidder must include a detailed timeline for the implementation of the work activities which includes beginning dates for each activity and the completion of major interim steps leading to the completion of each deliverable. Bidders should provide:

- a detailed timeline to meet the prescribed schedule of completing required activities in accordance with the deliverables outlined in Section C.2.a. of this RFP;
- personnel descriptions with the position/title for the person(s) responsible for each work plan activity. Bidders should identify individuals who will be responsible for certain project management positions, if known, as directed in Section C.3.c. of this RFP;
- and fully describe any subcontracts the vendor intends to enter into for the performance of contract obligations. The key positions of Project Manager, Monitoring Coordinator, Data Manager and Quality Review Specialists, cannot be subcontracted. Prior written approval by the State shall be required for all subcontracts. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Agreement.

**d. Bidder Qualifications and References**

**Maximum of five pages.** The successful bidder and/or its subcontractor(s) are required to have certain experience as described in Section C.1. of this RFP. Any vitae/resumes of proposed project management staff should be included as attachments to the proposal. With the Department's prior written approval, the successful bidder may make substitutions to key project personnel provided that the substitutes/replacements possess equal or greater qualifications. The Bidder should:

- describe how the bidder is an existing public or private organization, company, partnership or corporation which is legally authorized to perform the contracted services;
- describe how the bidder is qualified to bid by meeting all requirements of Section C.1. of this RFP; and,
- include organization chart(s) describing where the project staff will be located and the reporting structure of key project staff as attachment(s) to the proposal.

**e. Monitoring Activities**

Activities must be responsive to the Department's monitoring initiatives stated in this RFP. Bidders should describe:

- what activities are to be accomplished and under what conditions;
- the nature and scope of the activities that lead to the successful completion of each deliverable; and,
- how the contract activities presented in the proposal will be delivered.

**f. Bidder Information: Requirements and References**

**i. Required Forms:**

The following forms must be submitted with the Technical Proposal:

*Transmittal Letter (Attachment I)*

*Technical Proposal Cover Sheet (Attachment J)*

*Vendor Responsibility Attestation (Attachment P)*

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Attachment P contains the Vendor Responsibility Attestation that all bidders must complete and submit with their proposal. Please see section E.9 of this RFP for information on completing a Vendor Responsibility Questionnaire and Vendor Responsibility Attestation.

*Lobbying Form (Attachment N)*

**ii. References (required)**

The bidder should provide a list of all direct federal, state or local governmental contracts for quality assurance-related activities it currently has or had during the past seven years, as well as any indirect or sub-contractual contract work it performed where federal, state or local public funding was used. In each case, the governmental agency that provided oversight of the contract or funding should be listed, along with a brief description of the contracted work, the contract number, term of contract or dates of work, contract value, and the name of the contract manager and telephone number. Preference is given to bidders resumes for the Project Manager, Monitoring Coordinator, Data Manager, and monitoring staff as detailed in Section C.3.c.

**iii. Assurances**

By submitting a proposal in response to this RFP, the bidder assures that the following is true:

- the organization is able to fulfill all statewide requirements and has or will have adequate space and capacity to fulfill contract deliverables;
- the organization and its employees, subcontractors, consultants and volunteers will not be directly or indirectly involved in the provision of early intervention or optional component services while conducting the activities described in the proposal, and have no conflict of interest with respect to conducting the duties and responsibilities outlined in this RFP. The Department reserves the right to make a final determination regarding conflict of interest with respect to the Contractor's

relationship with other providers or parties and the Contractor agrees to abide by this decision;

- the organization and its employees, subcontractors, consultants and volunteers will collaborate with the Department and its designees; and,
- the organization and its employees, subcontractors, consultants and volunteers will implement and maintain policies and procedures to assure the confidentiality of personally identifiable data, information or records pertaining to children and families participating in the Early Intervention Program according to Section 69-4.17 of Early Intervention Program regulations and other applicable State and federal laws and regulations.

## **2. Part 2 - Cost Proposal**

The bidder must submit a Cost Proposal for the Early Intervention Program.

### **a. Required Forms**

The following forms must be submitted with the Cost Proposal:

*Cost Proposal Cover Sheet (Attachment L)*

*EI Cost Proposal Bid Detail Sheet (Attachment M)*

*M/WBE Forms (Attachment Q)*

Complete the Cost Proposal Cover Sheet (Attachment L), the EI Cost Proposal Bid Detail Sheet (Attachment M), and the M/WBE Forms (Attachment Q). The numbers used in the Cost Proposal Bid Detail Sheet are provided for comparison and rating purposes and for setting targets and contract pricing. Payment will be based on the actual number of satisfactorily completed deliverables. The Department cannot guarantee the number of the different types of monitoring reviews, or clinical records that will be processed by the successful bidder resulting from this RFP. The Department reserves the right to limit the number of the different types of monitoring reviews and clinical record reviews during any contract year.

Costs should be inclusive of all activities necessary to implement a successful contract based on the information included in this RFP.

## **3. Method of Award**

### **a. For The Early Intervention Program**

At the discretion of the Department, all bids may be rejected. The evaluation of the bids will include, but not be limited to, the considerations described in this subsection.

The Department will accept proposals from a single organization or agency that will provide for the statewide administration (coordination, supervision,

fiscal oversight, recruitment, training, information dissemination, and similar administrative duties) and delivery of the contract deliverables described in Section C.2. of this RFP. The entire state must be covered in each proposal.

During the evaluation process, the Department may require clarifying information from a Bidder for the purpose of assuring the Department's full understanding of the Bidder's responsiveness to the RFP requirements. This clarifying information must be submitted in writing in accordance with formats set forth in this RFP, and, if received by the due date set forth in the Department's request for clarification, will be included as a formal part of the Bidder's proposal.

Proposals deemed by the Department to be responsive to the Submission Requirements set forth in the RFP will be evaluated by the Department. The Department will select the Bidder that submits the proposal that offers the best value. The best value basis means awarding the contract for services to the Bidder that optimizes quality, cost, and efficiency among all responsive and responsible Bidders.

The Department will use a combination of pass/fail and scored evaluation methods to rate Bidder's proposals on a best value basis. The Department will evaluate proposals using the following factors and weights:

Initial Screening	Pass/Fail
Technical Proposal	70 Points
Cost Proposal	30 Points
Total Possible Score	100 Points

The Bidder's technical and cost proposal will be separately evaluated and scored as described below.

#### **i. Initial Screening**

The Bidder's proposal will receive an initial screening and evaluation to determine if RFP Administrative Requirements were met. The screening may result in either a passing or failing evaluation by the Department. The Department maintains sole discretion to determine whether the Bidder's proposal:

- appears complete (by addressing all mandatory RFP requirements);
- conforms to the format for proposals as prescribed by the RFP; and,
- contains all required forms.

#### **ii. Technical Score**

A Technical Evaluation Team will evaluate and score each bidder's Technical Proposal (Part One of the bid) based on each bidder's ability to deliver the services described in this RFP. Up to 70 points will be awarded for the evaluation of the bidder's Technical Proposal. The highest scoring bidder will receive the full points available. The evaluation

of the bidder's technical approach will be based on the proposal, responses to any clarifying questions, and corporate and personnel reference checks. Information from the Cost Proposal (Part Two of the bid) or the evaluation of the Cost Proposal will not be available to the Technical Evaluation Team during their evaluation.

Detailed evaluation criteria will not be disclosed to bidders.

The evaluation will be scored on a scale of zero through and including five by each evaluator. Scores are categorized as follows:

- |                    |               |
|--------------------|---------------|
| 0 = Non-responsive | 3 = Good      |
| 1 = Poor           | 4 = Very Good |
| 2 = Fair           | 5 = Excellent |

This score (0 through 5) is a Raw Score. Each evaluator's Raw Score will be added to all other evaluators' Raw Scores. The sum of evaluators' Raw Scores will be divided by the number of evaluators, resulting in an Average Raw Score. The Average Raw Score will be multiplied by the corresponding Weight set by the Department. This will result in a Weighted Raw Score for each criterion. Weighted Raw Scores for each criterion will be added together and will result in a Total Weighted Raw Score for each proposal.

The technical raw scores will be normalized as follows:  $(X/Y)*Z$  [(X divided by Y) times Z] where:

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

**iii. Cost Score**

A Financial Evaluation Team will review and score each Cost Proposal that meets the requirements for the Cost Proposal. The Cost Proposal review will be independent of the Technical Proposal review, and the Financial Evaluation Team will not see or participate in review of the Technical Proposal. For those bids meeting the requirements of the Cost Proposal, the Financial Evaluation Team will score the total project cost. Up to 30 points will be awarded for the evaluation of the Bidder's Cost Proposal. The lowest Bidder will receive the full points available.

Cost will be calculated as  $(A/B)*C$  [(A divided by B) times C] where:

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

## **b. Total Score**

To arrive at the Total Score, the Department will combine the Bidder's Technical Score and Cost Score. The maximum score a Bidder can receive is 100 points.

Technical Score: up to 70 points

Plus Cost Score: up to 30 points

Total Score: up to 100 points

In the event of a tie, the determining factor(s) for award, in descending order of importance, will be:

- Lowest cost
- Minority/Women-owned Business Enterprise (MWBE) utilization
- Past experience
- References

## **E. ADMINISTRATIVE**

### **1. Issuing Agency**

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

### **2. Inquiries**

Any questions concerning this solicitation must be directed to:

Gwyn Marschman  
NYS Department of Health  
Bureau of Early Intervention  
Empire State Plaza  
Corning Tower Building, Room 287  
Albany, New York 12237-0660  
gxm11@health.ny.gov

Questions and answers, as well as any RFP updates and/or modifications, will be posted on the Department of Health's website at <http://www.health.ny.gov/funding/> by <Insert Date>. Bidders wishing to receive these documents via mail must send a request, in writing, to the Department at the address above.

*Prospective bidders should note that all clarifications and exceptions, including those relating to the terms and conditions of the contract, are to be raised by the date indicated above.*

### 3. Submission of Bid Proposal

#### a. Proposal Format

Proposals should be prepared simply and economically, providing a concise description of the Bidder's ability to meet the requirements of the RFP. The technical and cost proposals must be in separate, clearly marked envelopes (no cost or pricing information should be submitted in a Bidder's technical proposal) and identified as follows:

**RFP# 15342 - Technical Proposal Early Intervention Program Monitoring and Quality Improvement Services.**

Name of Bidder

**RFP# 15342 - Cost Proposal for Early Intervention Program Monitoring and Quality Improvement Services.**

Name of Bidder

To promote uniformity of preparation and to facilitate the review, the Technical Proposal(s) should be submitted on white paper and the pages should be consecutively numbered from one to the end for each proposal. The Department requires that the Technical Proposals adhere to the following criteria:

- proposal and appendices should be typewritten
- proposal and appendices should be on 8.5 by 11-inch paper;
- proposal and appendices should use 11-point font or larger;
- proposal narrative should be double-spaced; and,
- the proposal narrative should **not** exceed 20 pages in length or ten pages that are double sided. Illustrations, resumes, letters of support and any other required attachments are not considered part of the proposal narrative.

These requirements are made for the purpose of enabling the evaluators to adequately review the Technical Proposals. Proposals must be self-contained; no models, videotapes or Web site postings will be accepted. Illustrations that support the text should be simple and direct and should be reproducible in black and white; photographs (if appropriate) should be black and white.

*The Bidder's technical and cost proposals must not be conditioned and/or contingent. This will result in disqualification of the proposal.*

*Proposals failing to provide all response requirements or failing to follow the prescribed format may be removed from consideration or points may be deducted when the proposal is rated.*

#### b. Proposal Submission

Interested bidders should submit two original and five signed copies and one CD (one separate CD for the technical proposal and one separate CD for cost proposal) of their Early Intervention Program Monitoring Proposal. Bid Proposals are due at the time and date indicated on the RFP cover page in the Schedule of Key Events. No proposals will be accepted after that time. All proposals must have the detailed bid sheet(s) (Attachment M) filled out in their entirety and the responsible individual for contract negotiation listed and signed by this individual. All evidence and documentation requested under Proposal Requirements should be provided at the time the proposal is submitted.

No proposal will be accepted by fax, electronic mail (e-mail) or telephone. Responses should be clearly marked RFP # 15342 and each must be in two distinct parts (technical and cost proposals) separately sealed and identified.

All proposals should be directed to:

New York State Department of Health  
Bureau of Early Intervention  
GNARESP, Room 287  
Albany, NY 12237-0660  
Attention: Gwyn Marschman

It is the bidders' responsibility to see that bids are delivered to Room 287 prior to the date and time of the bid due date. Late bids due to delay by the carrier or not received in the Department's mail room in time for transmission to room 287 will not be considered.

1. The Cost Proposal Bid Detail Sheet must be filled out in its entirety.
2. The responsible corporate officer for contract negotiation must be listed. 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. THE DEPARTMENT OF HEALTH RESERVES THE RIGHT TO**

1. Reject any or all proposals received in response to the RFP;
2. Withdraw the RFP at any time, at the agency's sole discretion;
3. Make an award under the RFP in whole or in part;
4. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP;
5. Seek clarifications and revisions of proposals;
6. Use proposal information obtained through site visits, management interviews and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in

response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP;

7. Prior to the **bid opening**, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
8. Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments;
9. Change any of the scheduled dates;
10. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
11. Waive any requirements that are not material;
12. Negotiate with the successful bidder within the scope of the RFP in the best interests of the state;
13. Conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder;
14. Utilize any and all ideas submitted in the proposals received;
15. Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 60 days from the bid opening; and,
16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation.

## 5. Payment

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

1. Preferred Method: Email a .pdf copy of your signed voucher to the BSC at: [DOHaccountspayable@ogs.ny.gov](mailto:DOHaccountspayable@ogs.ny.gov) with a subject field as follows:

Subject: **Unit ID: 3450257 <<Contract #>>**

2. Alternate Method: Mail vouchers to BSC at the following U.S. postal address:

**NYS Department of Health  
Unit ID 3450257  
PO Box 2093  
Albany, NY 12220-0093**

Payment for invoices and/or vouchers submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR

shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by telephone at 518-474-6019. The CONTRACTOR acknowledges that it will not receive payment on any invoices and/or vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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

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

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

Payment of such invoices 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 terms will be:

In exchange for the provision of all monitoring reviews, clinical record reviews, modifications and maintenance of the electronic monitoring data system, in accordance with the terms and conditions specified in this Request for Proposals and the Department's protocol, and Optionally for services performed as part of the separate program monitoring component, the successful bidder will be entitled to receive payment for each deliverable produced to the satisfaction of the Department. Such payment will be based upon the amount enumerated in the Bidder's Proposal, which will be incorporated into the resultant contract as Appendix C.

In order to be eligible for payment, the following information must accompany each invoice submitted by the Contractor. For ease of submission, reporting information may be combined into one quarterly or annual report with separate categories for each of the following areas:

- Monitoring Reviews (for regulatory compliance reviews, quality of service reviews including CAPS, investigative reviews and verification of correction reviews): a Quarterly Report or Annual Report (as appropriate), summarizing the monitoring review activities in the preceding quarter and contract year, respectively. This report must include a list of providers associated with the delivery of each of the monitoring reviews. The completion date of each review will be utilized to determine the price paid per monitoring review and also as a basis for determining the number of annual reviews completed in a contract year.

A review will be considered eligible for 100% of payment when the pre review and onsite review activities are completed, and the report is issued. This also applies to verification review activities whether they are completed at the provider's site or by desk review of documentation submitted. This report is due by the earlier of either 30 calendar days after the end of the quarter or the date which an invoice is submitted for payment.

- Corrective Action Plans (CAP): a Quarterly or Annual Report (as appropriate), summarizing the CAP activities in the preceding quarter and contract year, respectively. This report must include a list of providers associated with the draft CAP reviews completed. The completion date of each CAP review will be utilized to determine the price paid per CAP review and also as a basis for determining the number of CAP reviews completed in a contract year. A review will be considered complete and eligible for payment when the CAP response is released to the provider by the Department per the established Department protocols. This report is due by the earlier of either 30 calendar days after the end of the quarter or the date which an invoice is submitted for payment.
- Clinical Record Reviews: a Quarterly or Annual Report (as appropriate), summarizing the record review activities in the preceding quarter and contract year, respectively. This report must include a summary of the status of the clinical record review project being undertaken during the preceding quarter or year (as appropriate). The completion date of each record reviewed will be utilized to determine the price paid per review and also as a basis for determining the number of annual reviews completed in a contract year. A review will be considered complete and eligible for payment when the review findings for all records that are the subject of a particular review are compiled and submitted to the Department in a manner satisfactory to the Department and according to the protocol. This report is due by the earlier of either 30 calendar days after the end of the quarter or the date which an invoice is submitted for payment.
- Modify Monitoring Application: A Quarterly or Annual Report (as appropriate), delineating the status of each task related to modifications of the monitoring application that have been completed and the tasks (modifications) in progress during the preceding quarter and accomplished throughout the contract year, respectively. The payment for this component of the contract will be paid quarterly, based on hours of modification completed during the quarter and according to the fee in the successful bidder's proposal. If the successful bidder fails, in the reasonable judgment of the State, to make the required modifications to the Early Intervention monitoring application, full or partial payment for this category may be withheld by the State until such time as the State reasonably determines that the application meets the needs of the State.
- Maintain Monitoring Application and Associated Database: The payment for this component of the contract will be paid quarterly based on hours of maintenance completed during the quarter and according to the fee in the successful bidder's proposal.

A Quarterly or Annual Report will delineate the activities undertaken related to the ongoing maintenance of the monitoring application during the preceding quarter or contract year, as appropriate. "Ongoing maintenance" of the

monitoring application and associated database is defined as all activities involved in keeping the application and database in good working order. The Quarterly or Annual Reports will reflect the status of these activities and the progress made during the preceding quarter. These Reports are due by the earlier of either 30 calendar days after the end of the quarter or the date which an invoice is submitted for payment.

In addition to the above information, the Annual Report shall include the following documentation regarding the monitoring application:

- application user and operation manuals;
- identification of the operating system(s), version and release being used to operate the monitoring application and store the associated database;
- lists of personnel employed/contracted to perform development/maintenance work on the monitoring application and associated database;
- one copy of the following documentation:
  - i. all software, including computer programs written and all subroutines called, executed, or otherwise used by the Early Intervention monitoring application and associated database;
  - ii. source code program listings, on paper, for all production programs;
  - iii. the job control language to operate the elements set forth in the three preceding clauses;
  - iv. file and record descriptions of all data files, including data elements, used by the Contractor in collecting data during monitoring encounters and producing reports;
  - v. description of all manual procedures associated with the elements set forth in all preceding clauses of this Section; and,
  - vi. description of facilities and equipment related to the monitoring application and associated database.

The successful bidder shall provide the documentation required by this Section to the State as specified, unless the State, in its discretion, waives a particular submission. In the event documentation is unavailable or incomplete, the Contractor shall report on the status of the unavailable or incomplete documentation, including a projected date for completion, and reason(s). All information and documentation must be in a form acceptable to and usable by the State. Delivery of information and documentation by the Contractor constitutes a material obligation of performance under this Agreement.

**Payment Penalty.** If at the end of any quarter during the contract period, the Contractor fails, in the reasonable judgment of the State, to properly maintain the Early Intervention monitoring application and associated database, full or partial payment for that category may be withheld by the State until such time as the State reasonably determines that the system meets the needs of the State.

**Payment Penalty.** Failure of the successful bidder to submit the required documentation may result in a ten percent penalty forfeiture of the monitoring application ongoing maintenance fee each quarter.

Administrative Services: The Department will pay the successful bidder an administrative services fee in four equal quarterly payments annually based upon the administrative services fee enumerated in the Contractor's Proposal. The Administrative Services price may not exceed ten percent of the grand total five year bid price.

**Payment Penalty.** If, at the end of any contract operating year, the number of monitoring reviews, CAP reviews, and/or clinical record reviews acceptable to the State is less than 80% of the target number agreed to under this contract, the Contractor's claim for the administrative services fee may be withheld by the State in an amount equal to the proportional percent of the target deliverables not completed up to 25%, whichever is less. If the Contractor desires to complete more monitoring activities or application reviews than the target number agreed to under this contract, at any time during the contract, they may do so only with the approval of the Department. Completing more monitoring activities or application reviews than the target number agreed to under this contract will not increase the administrative fee.

## **6. Term of Contract**

This Agreement shall be effective upon approval of the New York State Office of the State Comptroller. It is the intention of the Department to award a five-year contract from February 1, 2014 – January 31, 2019. This agreement may be canceled at any time by the Department of Health giving to the contractor not less than 30 days written notice that on or after a date therein specified this agreement shall be deemed terminated and canceled.

## **7. Debriefing**

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

## **8. Protest Procedures**

In the event unsuccessful bidders wish to protest the award resulting from this RFP, bidders should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found in Chapter XI Section 17 of the Guide to Financial Operations (GFO). Available on-line at: <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>

## **9. 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 [ciohelpdesk@osc.state.ny.us](mailto:ciohelpdesk@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 P).

## **10. 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.

State Consultant Services Form A: Contractor's Planned Employment and Form B: Contractor's Annual Employment Report may be accessed electronically at: <http://www.osc.state.ny.us/procurement/>.

## **11. Lobbying Statute**

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

- a. makes the lobbying law applicable to attempts to influence procurement contracts once the procurement process has been commenced by a state agency, unified court system, state legislature, public authority, certain industrial development agencies and local benefit corporations;
- b. requires the above mentioned governmental entities to record all contacts

made by lobbyists and contractors about a governmental procurement so that the public knows who is contacting governmental entities about procurements;

- c. requires governmental entities to designate persons who generally may be the only staff contacted relative to the governmental procurement by that entity in a restricted period;
- d. authorizes the New York State Commission on Public Integrity to impose fines and penalties against persons/organizations engaging in impermissible contacts about a governmental procurement and provides for the debarment of repeat violators;
- e. directs the Office of General Services to disclose and maintain a list of non-responsible bidders pursuant to this new law and those who have been debarred and publish such list on its website;
- f. requires the timely disclosure of accurate and complete information from offerers with respect to determinations of non-responsibility and debarment;
- g. expands the definition of lobbying to include attempts to influence gubernatorial or local Executive Orders, Tribal–State Agreements, and procurement contracts;
- h. modifies the governance of the New York State Commission on Public Integrity
- i. provides that opinions of the Commission shall be binding only on the person to whom such opinion is rendered;
- j. increases the monetary threshold which triggers a lobbyists obligations under the Lobbying Act from \$2,000 to \$5,000; and
- k. establishes the Advisory Council on Procurement Lobbying.

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

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

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

## **12. 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.

## **13. 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/>

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

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded state contracts for commodities, services and technology valued at more than \$100,000 to certify to the Department of Tax and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such contractors' sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

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

Contractor must complete and submit directly to the New York State Taxation and Finance, Contractor Certification Form ST-220-TD 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 an offerer non-responsive and non-responsible. Offerers shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Forms ST-220-TD and ST-220-CA may be accessed electronically at:

ST-220-TD:

[http://www.tax.ny.gov/pdf/current\\_forms/st/st220td\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf) and

ST-220-CA:

[http://www.tax.ny.gov/pdf/current\\_forms/st/st220ca\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf)

## **15. 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.

## **16. Contractor Requirements and Procedures for Business Participation Opportunities for New York State Certified Minority and Women Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women**

### **NEW YORK STATE LAW**

Pursuant to New York State Executive Law Article 15-A, the New York State Department of Health recognizes its obligation to promote opportunities for maximum feasible participation of certified minority-and women-owned business enterprises and the employment of minority group members and women in the performance of New York State Department of Health contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority-and women-owned business enterprises in state procurement contracting versus the number of minority-and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that New York State Department of Health establish goals for maximum feasible participation of New York State Certified minority- and women – owned business enterprises ("MWBE") and the employment of minority groups members and women in the performance of New York State contracts.

### **Business Participation Opportunities for MWBEs**

For purposes of this solicitation, New York State Department of Health hereby establishes an overall goal of 20% for MWBE participation, ten percent for Minority-Owned Business Enterprises ("MBE") participation and ten percent for

Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs). A contractor (“Contractor”) on the subject contract (“Contract”) must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that New York State Department of Health may withhold payment pending receipt of the required MWBE documentation. The directory of New York State Certified MWBEs can be viewed at: <http://www.esd.ny.gov/mwbe.html>.

For guidance on how New York State Department of Health will determine a Contractor’s “good faith efforts,” refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and New York State Department of Health may withhold payment from the Contractor as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

By submitting a bid or proposal, a bidder on the Contract (“Bidder”) agrees to submit the following documents and information as evidence of compliance with the foregoing:

- a. Bidders are required to submit a MWBE Utilization Plan on Form #1 with their bid or proposal. Any modifications or changes to the MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to New York State Department of Health.
- b. New York State Department of Health will review the submitted MWBE Utilization Plan and advise the Bidder of New York State Department of Health acceptance or issue a notice of deficiency within 30 days of receipt.
- c. If a notice of deficiency is issued, Bidder agrees that it shall respond to the notice of deficiency within seven business days of receipt by submitting to the New York State Department of Health, Bureau of Early Intervention, ESP Corning Tower, Room 287, Albany, NY, 12237, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by New York State Department of Health to be inadequate, New York State Department of Health shall notify the Bidder and direct the Bidder to submit, within five business days, a request for a partial or total waiver of

MWBE participation goals on Form #2. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

- d. New York State Department of Health may disqualify a Bidder as being non-responsive under the following circumstances:
  - i. If a Bidder fails to submit a MWBE Utilization Plan;
  - ii. If a Bidder fails to submit a written remedy to a notice of deficiency;
  - iii. If a Bidder fails to submit a request for waiver; or
  - iv. If New York State Department of Health determines that the Bidder has failed to document good faith efforts.

Contractors shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to New York State Department of Health, but must be made prior to the submission of a request for final payment on the Contract.

Contractors are required to submit a Contractor's Quarterly M/WBE Contractor Compliance & Payment Report on Form #3 to the New York State Department of Health address, phone and fax information, by the tenth day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

#### Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 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, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

Bidder further agrees, where applicable, to submit with the bid a staffing plan (Form #4) identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to the New York State

Department of Health, a workforce utilization report identifying the workforce actually utilized on the Contract if known.

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

**Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.**

## **17. Iran Divestment Act**

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

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

The Department of Health reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract,

and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

## 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 G - Notices
- Appendix H - Health Insurance Portability and Accountability Act (HIPAA) (if applicable)
- Appendix M - Participation by Minority Group Members and Women with Respect to State Contracts: Requirements and Procedures
- Appendix X – Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

## **G. ATTACHMENTS TO THE RFP**

Attachment A1	Comprehensive Monitoring Review Protocol
Attachment A2	Comprehensive Monitoring Review Tool
Attachment B	Investigative Monitoring Review Protocol
Attachment C1	Child Find Program - Quality of Services Review Protocol
Attachment C2	Service Coordination – Quality of Services Review Protocol
Attachment C3	Multidisciplinary Evaluations – Quality of Services Review Protocol
Attachment C4	General Services – Quality of Services Review Protocol
Attachment D	EI Verification of Correction Review Protocol
Attachment E	Approved and Contracted Providers
Attachment F	Sample Monitoring Report
Attachment G	Sample Protocols for Clinical Record Review (Autism/PDD)
Attachment H	Sample Data Collection Tool -Clinical Record Review (Autism/PPD)
Attachment I	Transmittal Letter
Attachment J	Technical Proposal Cover Sheet
Attachment K	Technical Proposal Work Plan
Attachment L	Cost Proposal Cover Sheet
Attachment M	EI Cost Proposal Bid Detail Sheet
Attachment N	Lobbying Form
Attachment O	NYS Department of Health No Bid Form
Attachment P	Vendor Responsibility Attestation
Attachment Q	M/WBE Procurement Forms
Attachment R	Sample Standard NYS Contract Language and Appendices

## **Attachment A1 Comprehensive Monitoring Review Protocol**

### ***On-Site Review Activities***

1. The Contractor conducts the on-site monitoring review at the provider site or municipality's main place of business. If an individual provider delivering only home and community services, the review may be conducted at a neutral site. All of the activities per the agenda will be completed. These include: entrance and exit interviews with the EI Official or Manager (municipality), or Agency Director (agency provider) or individual provider; staff interviews; review of children's records; observation of facility; and review of policy/procedure manuals/materials, personnel files, and fiscal documentation.

The Contractor completes the review using monitoring tools and enters monitoring findings into an EI monitoring data system.

2. The Contractor team is responsible for presenting general preliminary determinations of State regulatory deficiencies or areas needing improvement during the exit interview. Information presented during the exit interview should be compiled by the monitoring team before the exit interview. The monitoring team conducts the exit interview with provider/municipal staff, and presents the findings that may appear in the monitoring report. The monitoring team also explains next steps in the monitoring process and explains that a monitoring report will be issued and the need of a Corrective Action Plan developed.

### ***Post Review Monitoring Protocol***

#### **Report Release**

Within 30 calendar days of the last day of the monitoring review for each provider/municipality, the Contractor:

- completes drafts of all provider and municipal monitoring reports which identifies regulatory violations and areas that need improvement;
- sends any draft provider monitoring reports with serious health and safety findings, or other unusual practice findings to the Early Intervention Program, for review and approval before release.

Within 45 calendar days of the last day of the visit, the Contractor releases provider monitoring reports to the provider. At no time should monitoring reports be issued later than 90 days after the date of the on-site review.

The Contractor will exchange reports with the Department that contain draft report comments, questions, or statements for the Department to address and approve prior to release by the Contractor.

All draft and final reports will be contained in the Contractor's monitoring data system, which must be accessible to designated Early Intervention Program staff.

Upon release of provider monitoring reports, the Contractor is responsible for sending a copy of the report, with a Department-approved letter, to each municipality in contract with the provider.

Upon release of municipal monitoring reports, the Contractor is responsible for sending a copy of the report, with a Department-approved letter, to the regional office assigned to the municipality.

## **Attachment A1 Comprehensive Monitoring Review Protocol**

If the review determined no findings, the provider/municipality is informed that there are no findings; if they wish, they may provide comments that will become part of the record, and in 30 days from the date the monitoring report was sent to the provider, the report and any comments will be considered final and may be subject to the Freedom of Information Law. A copy of this letter is sent to each municipality in contract with the provider (for provider reviews), or assigned regional office (for municipal reviews).

If a Corrective Action Plan (CAP) is required as a result of findings identified during the review, the report will contain Department-approved instructions for providers and municipalities to complete and return their CAP and any comments to the Contractor.

Copies of any letters exchanged with the provider or municipality are sent to the Department.

### ***Contractor Receipt of Corrective Action Plans***

1. When a monitoring report requires a CAP, the provider/municipality has 45 calendar days from receipt of the monitoring report to develop and submit a CAP to the Contractor.
2. The Contractor may grant a provider or municipality a 15-day extension, in writing, to submit a CAP for extenuating circumstances. The Contractor is responsible to track receipt and extensions of all provider and municipal CAPs and report this to the Department monthly.
3. The Contractor receives all provider and municipal CAPs. Using a standardized review tool approved by the Department, the Contractor screens CAPs received to ensure all essential components are included. If components are missing or do not meet the screening requirements, the Contractor immediately corresponds with the provider/municipality to request that they submit corrections or additions within 15 calendar days. The Contractor reports CAP screening data to the Department monthly.
4. If a provider or municipality fails to submit the required CAP to the Contractor, the Contractor will follow up, in writing, with the provider. The Contractor will direct submission of the CAP within ten calendar days or direct the provider/municipality to request an extension.
5. If the provider or municipality did not respond to the initial request for a CAP and the three follow up attempts by the Contractor, the Department sends a letter informing the provider/municipality that the Department may now take additional enforcement action.

### ***Contractor Review/Approval of Corrective Action Plans***

After a provider/municipal CAP passes the screen, the Contractor reviews the CAP, including all materials submitted with the CAP. If the materials are voluminous, the Department will work with the Contractor to determine which information may be considered extraneous and can be excluded from the CAP review. The Department is available for technical assistance to the Contractor staff during their CAP review process.

The Contractor is responsible for identifying any findings within the provider's current monitoring report that are a repeat of findings they received during their previous monitoring review. The Contractor reviews the previous CAP response and compares it to the current CAP response using a Department-approved review protocol, and will insert appropriate Department-approved language into the CAP response for that indicator.

## **Attachment A1 Comprehensive Monitoring Review Protocol**

The Contractor is responsible for reviewing the provider's proposed corrective actions for each indicator with a finding. Using a format and consistent language approved by the Department, the Contractor then develops a document with individualized responses to the provider's proposed corrective actions for each indicator.

### **1. Accepted corrective action**

When the provider's proposed corrective actions for an indicator demonstrate a clear understanding of program requirements with steps that will result in effective correction and, for an agency provider the CAP recognizes that staff or contractors acting on behalf of the agency provider must be made aware of and carry out the new/revised policies and procedures, the Contractor will consider the CAP response for the indicator "accepted" and will insert appropriate Department-approved language into the CAP response for that indicator.

### **2. Accepted with Technical Assistance corrective action**

When the provider's proposed corrective actions for an indicator demonstrate a basic understanding of program requirements, and/or the proposed corrective actions need only minor correction or additions to be considered accepted, the Contractor will consider the CAP response for the indicator "accepted with technical assistance" and will insert appropriate Department-approved language that provides technical assistance into the CAP response for that indicator. The technical assistance includes feedback to clarify program regulations, statute, or guidance and informational worksheets with criteria for those findings may be provided to assist the provider to revise their corrective action to include all relevant criteria.

### **3. Needs Correction corrective action**

When the provider's proposed corrective actions for an indicator fail to demonstrate even a basic understanding of program requirements, and/or the proposed corrective actions need major correction or additions to be considered accepted, the Contractor will consider the CAP response for the indicator a "needs correction" and will insert appropriate Department-approved language into the CAP response for that indicator. The indicator language includes feedback to clarify program regulations, statute, or guidance and informational worksheets with criteria for those findings may be provided to assist the provider to revise their corrective action to include all relevant criteria. Resubmission is required for indicators that need correction.

Resubmitted CAPs are sent directly to the Department to be screened, tracked, and reviewed. Should a second CAP response result in another "needs correction" determination for one or more indicators, the Department will follow up and consider possible enforcement action.

If a provider submits substantive comments with their CAP regarding the monitoring process, or challenges the contractor's findings, the Contractor forwards copies of that documentation to the Department Early Intervention Program for technical assistance. This may result in the provider receiving a customized letter with their CAP response, acknowledging their observations of the monitoring process or accepting or disagreeing with their comments regarding the findings.

Within 45 days after a provider CAP is successfully screened by the Contractor and a draft CAP response sent to the Department to review and approve, the Department sends the final CAP response letter to the provider/municipality, with a cover letter from the Early Intervention Program which notifies the provider that the CAP is accepted in full; accepted with technical assistance, without need for a resubmission; or that one or more indicators need correction and additional corrective

**Attachment A1**  
**Comprehensive Monitoring Review Protocol**

actions must be resubmitted for those indicators. When the letter indicates the CAP does not require resubmission (all indicators have been found to either be “accepted” or “accepted with TA”), the letter also informs the provider that the monitoring report, CAP and any comments received are considered final, public documents, which may be subject to the Freedom of Information Laws. The Department also sends copies of the CAP response and letter to municipalities in contract with the provider. The Contractor forwards the original provider CAP, copies of the draft CAP response, any provider comments, and CAP feedback from municipalities in contract with the provider to the Department.

**Attachment A2**

**NYSDOH Early Intervention Program  
Comprehensive Monitoring Review Tool**

<b>Indicator</b>	<b>Report Statement</b>	<b>Reference</b>	<b>Protocol for Review</b>
PI-2	The initial service coordinator promptly arranges a contact with the parent in a time, place and manner reasonably convenient for the parent and consistent with applicable timeliness requirements.	10NYCRR 69-4.7(b)	Child Record Review
PI-3	At the initial contact with the parent, the initial service coordinator ensures that the parent has a copy of "The Early Intervention Program: A Parent's Guide," reviews this guide with the parent, and documents this review in the child's record.	10NYCRR69-4.7(c) 10NYCRR 69-4.7(c)(1)	Child Record Review Parent Interview
PI-4	The initial service coordinator provides parents with information regarding rights and entitlements under the EIP and documents the information provided in the child's record.	10NYCRR 69-4.7(c)	Child Record Review
PI-5	The initial service coordinator assists the parent in identifying and applying for benefit programs for which the family may be eligible, including: Medical Assistance Program; Supplemental Social Security Income Program; Physically Handicapped Children's Program; Child Health Plus; and Social Security Disability Income.	10NYCRR 69-4.7(i)	Child Record Review Parent Interview
PI-6	The initial service coordinator (ISC) reviews all options for evaluations and screenings from the list of approved and contracted evaluators provided by the municipality. The ISC assists the family in selecting an evaluator or screener by providing objective information regarding all options including location, types of evaluations performed, and settings for evaluations.	10NYCRR 69-4.7(j)	Other Documentation Review Child Record Review Parent Interview
PI-7	The initial service coordinator provides parents with information regarding the funding of EIP services including services at no cost to parent, required use of Medicaid/third party insurance, and protections when Medicaid and/or third party insurance are used.	10NYCRR 69-4.7(g) 10NYCRR 69-4.7(g)(1)(2)(3)	Child Record Review Parent Interview
PI-9	The initial service coordinator discusses the IFSP process with the parent, provides required information, and documents the information provided in the child's record.	10NYCRR 69-4.7(o)(1-7)	Child Record Review
PI-10	The initial service coordinator discusses options for EI services with parents.	10NYCRR 69-4.7(p)(1) 10NYCRR 69-4.7 (o)(7)	Child Record Review Parent Interview
PI-11	The evaluator obtains written informed parental consent prior to the evaluation and/or screening.	10NYCRR 69-4.8(a)(1)(ii) 10NYCRR 69-4.8(a)(2)	Child Record Review
PI-13	The multidisciplinary evaluation team includes at least two qualified personnel from different disciplines with at least one specialist in the area of suspected delay or disability.	10NYCRR 69-4.8(a)(3)	Child Record Review
PI-14	The multidisciplinary evaluation and written reports are completed in sufficient time to convene the initial IFSP meeting within 45 days of the child's referral to the EIP.	10NYCRR 69-4.8(a)(9)(i)	Child Record Review
PI-15	The multidisciplinary evaluation includes an evaluation of the child's functioning in all five developmental domains using informed clinical opinion and age appropriate instruments and procedures.	10NYCRR 69-4.8(a)(4)(i) 10NYCRR 69-4.8(a)(6)	Child Record Review

**Attachment A2**

**NYSDOH Early Intervention Program  
Comprehensive Monitoring Review Tool**

<b>Indicator</b>	<b>Report Statement</b>	<b>Reference</b>	<b>Protocol for Review</b>
PI-16	The multidisciplinary evaluation includes a health assessment, including a physical examination, vision and hearing screening, and, where appropriate, a neurological assessment.	10NYCRR 69-4.8(a)(4)(i)(a)	Other Documentation Review Child Record Review
PI-19	The multidisciplinary evaluation report includes a statement of the child's eligibility based on regulatory criteria.	10NYCRR 69-4.8(a)(9)(iii)	Child Record Review
PI-20	The evaluation report and summary are written in accordance with EIP regulations.	10NYCRR 69-4.8(a)(9)(i) 10NYCRR 69-4.8(a)(9)(ii) 10NYCRR 69-4.8(a)(15) 10NYCRR 69.4.8(a)(4)(iv) 10NYCRR 69-4.8 (a)(9)(v)	Child Record Review
PI-21	The results of the evaluation are discussed with parents by the evaluator.	10NYCRR 69-4.8(a)(9)(iv)	Child Record Review Parent Interview
PI-22	The evaluation summary and, upon request, the report are sent to the parent, the initial service coordinator and the Early Intervention Official for review before the IFSP meeting. With parental consent, the report is sent to the primary health care provider.	10NYCRR 69-4.8(a)(9)(i)	Child Record Review
PI-25	The ongoing service coordinator coordinates and monitors the delivery of services.	10NYCRR 69-4.6(c)(1)(2)(3)(4) 10NYCRR 69-4.6(b)(3)(5)	Staff Interview Child Record Review Parent Interview
PI-27	The ongoing service coordinator facilitates the development of a transition plan.	10NYCRR 69-4.6(c)(7) 10NYCRR 69-4.20(b)(3) 10NYCRR 69-4.11(a)(10)(xiii)	Staff Interview Child Record Review Parent Interview
PI-29	The provider obtains prescriptions/orders for services as needed.	10NYCRR 69-4.11(a)(10)(ii) 10NYCRR 69-4.26(b)(8)	Child Record Review
PI-31	The provider delivers services that are family-centered.	10NYCRR 69-4.9(f)(1) 10NYCRR 69-69-4.9(g)(4)	Staff Interview Child Record Review Parent Interview
PI-32	The provider maintains original session/service coordination notes that include minimum content requirements.	10NYCRR 69-4.22(c) 10NYCRR 69-4.26(c) 10NYCRR 69-4.26(c)(iii) 10NYCRR 69-4.26(d)	Child Record Review
PI-33	The provider maintains the documentation required to fully disclose the extent of services.	Medicaid regulation 18NYCRR 541.1 10NYCRR 69-4.22(c) 10NYCRR 69-4.26(b)(5)(10)(13)	Child Record Review

**Attachment A2**

**NYSDOH Early Intervention Program  
Comprehensive Monitoring Review Tool**

<b>Indicator</b>	<b>Report Statement</b>	<b>Reference</b>	<b>Protocol for Review</b>
PI-36A	Service coordinators assist parents and children to receive the rights, procedural safeguards and services that are authorized to be provided under State and federal law.	10NYCRR 69-4.6(a) 10NYCRR 69-4.6(c)(5)	Staff Interview Child Record Review Parent Interview
PI-36B	Service coordinators assist parents and children to receive the rights, procedural safeguards and services that are authorized to be provided under State and federal law.	10NYCRR 69-4.6(a) 10NYCRR 69-4.6(c)(5)	Staff Interview Child Record Review Parent Interview
PI-38	The provider maintains documentation for each service billed.	10NYCRR 69-4.9(g)(6)(7) 10NYCRR 69-4.22(c) Title 10: Rules and Regulations 10NYCRR 69-4.30(b)(c)	Child Record Review
PI-39	Service coordinators bill for reimbursable activities according to EIP regulations.	Title 10: Rules and Regulations 10NYCRR 69-4.30(c)(3) 42 CFR 441.18(c) Early Intervention Program Memorandum 94-4, "Service Coordination"	Child Record Review
PI-41	The provider delivers services as authorized in the IFSP.	10NYCRR 69-4.9(g)(1) 10NYCRR 69-4.9(g)(2) 10NYCRR 69-4.9(g)(2)(i)(ii) 10NYCRR 69-4.9(g)(2)(ii)(a)	Child Record Review Parent Interview
PI-42B	All records containing personally identifiable information are maintained in secure locations and disposed of appropriately.	10NYCRR 69-4.17(c)	Staff Interview Observation Policy Review
PI-42C	All records containing personally identifiable information are maintained securely when stored off-site.	10NYCRR 69-4.17(c)	Staff Interview Other Documentation Review Policy Review
PI-42E	Confidentiality of electronic records that are stored on computer is maintained.	10NYCRR 69-4.17(c)	Policy Review
PI-42F	Confidentiality is maintained when e-mail is used.	10NYCRR 69-4.17(c)	Other Documentation Review Policy Review
PI-42G	Confidentiality of faxed information is maintained.	10NYCRR 69-4.17(c)	Policy Review
PI-42I	A record is kept of any individual, other than authorized individuals, who access a child's record, along with the date and purpose for which the record was accessed.	10NYCRR 69-4.17(c)	Other Documentation Review Policy Review
PI-42J	Parents are notified of the process that they must follow to inspect and review all records pertaining to their child.	10NYCRR 69-4.17(c)	Staff Interview Policy Review
PI-42K	Parental access to their child's record is ensured including review, and upon request an explanation and interpretation of material and copies of records.	10NYCRR 69-4.17(c)	Policy Review

**Attachment A2**

**NYSDOH Early Intervention Program  
Comprehensive Monitoring Review Tool**

<b>Indicator</b>	<b>Report Statement</b>	<b>Reference</b>	<b>Protocol for Review</b>
PI-42M	The procedure to address amendment of their child's records, or to request a hearing, protects the parent's rights.	10NYCRR 69-4.17(c)	Staff Interview Policy Review
PI-42O	Written parental consent is obtained before any disclosure of personally identifiable information is disclosed to anyone other than authorized individuals.	10NYCRR 69-4.17(c)	Staff Interview Other Documentation Review Policy Review
PI-42Q	Provider adheres to all legal requirements that protect records containing sensitive information.	10NYCRR 69-4.17(c)	Staff Interview Policy Review
PI-42T	Provider assures that all employees, independent contractors, consultants, and volunteers with access to personally identifiable information are informed of and are required to adhere to all confidentiality requirements related to this information.	10NYCRR 69-4.17(c)	Other Documentation Review Policy Review
PI-43	The provider maintains required documentation to demonstrate State approval status for services delivered.	10NYCRR 69-4.5(a) 10NYCRR 69-4.1(ak) 10NYCRR 69-4.5(f) 10NYCRR 69-4.5(h) 10NYCRR 69-4.5(a)(1)	Other Documentation Review
PI-44	Individual providers maintain documentation of current licensure, certification, or registration, as appropriate, and are qualified to deliver EIP services, including service coordination.	10NYCRR 69-4.1(ak)(1-22) 10NYCRR 69-4.9(d)(2) 10NYCRR 69-4.5(f) 10NYCRR 69-4.4(a)(1)(2)	Other Documentation Review
PI-45	Agency providers maintain documentation that their employees and contractors have current licensure, certification, or registration, as appropriate, and are qualified to deliver EIP services, including service coordination.	10NYCRR 69-4.1(ak)(1-22) 10NYCRR 69-4.9(d)(2) 10NYCRR 69-4.5(f) 10NYCRR 69-4.4(a)(1)(2)	Other Documentation Review Policy Review
PI-46	Agency providers maintain policies/procedures to screen employees and subcontracted individuals through the New York State Central Register of Child Abuse and Maltreatment (SCR), as appropriate.	10NYCRR 69-4.9(d)(1) NYS Social Services Law Section 424	Other Documentation Review Policy Review
PI-47	All providers have procedures in place to report suspected child abuse and maltreatment, including notification either directly to the SCR or to an appropriate authority.	10NYCRR 69-4.9(d)(1) NYS Social Services Law Section 413-415	Staff Interview Policy Review
PI-48	All providers have an annual health statement in place prior to providing EIP services.	10NYCRR 69-4.9(d)(1) 10NYCRR 69-4.9(d)(3)(iv)	Staff Interview Other Documentation Review
PI-49	Universal precautions are utilized when EI services are being delivered.	10NYCRR 69-4.9(d)(1) 10NYCRR 69-4.9(d)(3)(ii)(v)	Staff Interview Observation Policy Review

**Attachment A2**

**NYSDOH Early Intervention Program  
Comprehensive Monitoring Review Tool**

<b>Indicator</b>	<b>Report Statement</b>	<b>Reference</b>	<b>Protocol for Review</b>
PI-50	Appropriate procedures are in place to address behavior, which is injurious to the child or others. Corporal punishment, abuse, and the use of aversive interventions in any form are prohibited when providing EIP services.	10NYCRR 69-4.9(i) 10NYCRR 69-4.9(d)(1)	Staff Interview Other Documentation Review Policy Review
PI-52	Providers have policies and procedures to address child and provider illness and emergencies.	10NYCRR 69-4.9(d)(1) 10NYCRR 69-4.9(d)(3)(iv) 10NYCRR 69-4.9(e)(iii) 10NYCRR 69-4.9(g)(2)(i)	Staff Interview Other Documentation Review Observation Policy Review
PI-53	The provider's equipment, materials, and/or toys are in good condition and free of lead.	10NYCRR 69-4.9(d)(1) 10NYCRR 69-4.9(d)(3)(v)	Staff Interview Observation
PI-56	The provider maintains documentation of the facility's Certificate of Occupancy/Certificate of Compliance or other proof of building code compliance.	10NYCRR 69-4.9(e)	Other Documentation Review
PI-57	Electrical outlets in areas where EI services are delivered are inaccessible to children and have outlet covers.	10NYCRR 69-4.9(d)(3)(vi) 10NYCRR 69-4.9(e)	Observation
PI-58	Plaster and paint are not peeling, chipping, friable, or damaged in areas where EI services are delivered.	10NYCRR 69-4.9(d)(3)(vi) 10NYCRR 69-4.9(e)	Observation
PI-59	Hallways and/or exits are not obstructed and are free from clutter. Stairs are lighted.	10NYCRR 69-4.9(d)(3)(vi) 10NYCRR 69-4.9(e)	Observation
PI-60	Child access to building hazards is restricted.	10NYCRR 69-4.9(d)(3)(i) 10NYCRR 69-4.9(e)(iv)	Staff Interview Observation
PI-61	Playground equipment that is used in the provision of EI services to children is in good condition.	10NYCRR 69-4.9(d)(3)(v) 10NYCRR 69-4.9(e)(iv)	Observation
PI-63	The provider maintains documentation of a satisfactory fire inspection report issued within the last three years.	10NYCRR 69-4.9(d)(1) 10NYCRR 69-4.9(e) 19 NYCRR Part 1203: Uniform Code Enforcement and Administration	Other Documentation Review Policy Review
PI-66	The provider conducts evacuation drills and implements emergency evacuation plans as required.	10NYCRR 69-4.9(e)	Staff Interview Other Documentation Review Policy Review Observation
PI-67	Toxic and flammable materials are stored away from heat sources and food, and/or are locked up.	10NYCRR 69-4.9(d)(3)(vi) 10NYCRR 69-4.9(e)	Observation
PI-68	Portable heaters are not used during the time that EI services are provided.	10NYCRR 69-4.9(d)(3)(vi) 10NYCRR 69-4.9(e)	Staff Interview Observation

**Attachment A2**

**NYSDOH Early Intervention Program  
Comprehensive Monitoring Review Tool**

<b>Indicator</b>	<b>Report Statement</b>	<b>Reference</b>	<b>Protocol for Review</b>
PI-69	EI service areas have entrances and exits that prevent children from wandering out of the immediate area. All windows have locking devices, window guards, or other barriers to prevent children from accidental egress.	10NYCRR 69-4.9(d)(3)(vi) 10NYCRR 69-4.9(e)	Observation
PI-70	Children are supervised at all times.	10NYCRR 69-4.9(d)(1) 10NYCRR 69-4.9(d)(3)(i)	Staff Interview Observation
PI-73	Prescription and over-the-counter medications are stored and administered in a safe manner in accordance with law and applicable State standards.	10NYCRR 69-4.9(d)(1) 10NYCRR 69-4.9(e)(ii)	Staff Interview Other Documentation Review Observation
PI-75	Emergency parent contact information is readily available.	10NYCRR 69-4.9(e)(iii) 10NYCRR 69-4.9(g)(2)(i)	Staff Interview Other Documentation Review
PI-76	Emergency consents for children are current and readily available.	10NYCRR 69-4.9(e)(iii)	Other Documentation Review
PI-78	Providers ensure that any child with a food or other allergy has a plan in place.	10NYCRR 69-4.9(e)(ii)(iii)	Staff Interview Other Documentation Review Observation
PI-80	Providers protect the general health and safety of children with respect to illness, injury, and emergencies while receiving EI services in a community setting.	10NYCRR 69-4.9(d)(1) 10NYCRR 69-4.9(d)(3)(iv)(vi) 10NYCRR 69-4.9(g)(2)(i)	Staff Interview Other Documentation Review
PI-81	The provider has procedures in place to address unsafe conditions encountered in the home environment.	10NYCRR 69-4.9(d)(1) 10NYCRR 69-4.9(d)(3)(iv)(vi)	Policy Review Staff Interview

**Attachment B**

**Investigative Monitoring Review Protocol**

<b>Task</b>	<b>Investigative Protocols</b>	<b>Form to use</b>	<b>Notes</b>
Task Assignments to staff (TBD)	<ul style="list-style-type: none"> <li>▪ Entrance Interview – Assist agency with List of Items to be Made Available.</li> <li>▪ Child Record Reviews –IFSPs, MDEs, professional session notes, intake referral info from the county.</li> <li>▪ Billing records.</li> <li>▪ Staff interviews: professional staff and Agency Director.</li> <li>▪ Personnel records: Includes any monetary incentives and contract.</li> <li>▪ Exit Interview.</li> </ul>		
Entrance Interview	<ul style="list-style-type: none"> <li>▪ Introductions.</li> <li>▪ Reason for monitoring review.</li> <li>▪ Agenda for the day:</li> <li>▪ Interviews with selected staff.</li> <li>▪ Review of child records. Determine if records are complete.</li> <li>▪ Exit Interview.</li> </ul>	List of items needed, including: <ul style="list-style-type: none"> <li>▪ Staff to be interviewed</li> <li>▪ Specific child records</li> <li>▪ Request for staff list to be completed</li> </ul>	Records for children who have aged out may be archived or in storage.
Assess Indicators for child record review, staff interview, other documentation, written policy as indicated.	PI-6: initial service coordinator (ISC) reviews all options for evaluations and screenings from the list of approved and contracted evaluators provided by the municipality. - <b>get list</b> PI-12: evaluator reviewed pertinent records related to the child's current health status and medical history as part of the multidisciplinary evaluation. PI-15: multidisciplinary evaluation included an evaluation of the child's functioning in all five developmental domains using informed clinical opinion and age appropriate instruments and procedures. PI-16: The evaluation included a health assessment, including a physical examination, vision and hearing screening, and where appropriate, a neurological assessment. PI-17: The multidisciplinary evaluation included a parent interview about family resources, priorities and concerns. PI-19: The evaluation report included a statement of the child's eligibility, based on regulatory criteria. PI-20: The evaluation report and summary were written in accordance with Early Intervention Program regulation. PI-21: The results of the evaluation were discussed with parents by the		

**Attachment B**

**Investigative Monitoring Review Protocol**

<b>Task</b>	<b>Investigative Protocols</b>	<b>Form to use</b>	<b>Notes</b>
	evaluator. PI-25: The ongoing service coordinator coordinated and monitored delivery of services. PI-31: The provider delivered services that were family-centered and used an individualized approach. PI-32: Provider maintained original session/service coordination notes that included minimum content requirements. PI-33: The provider maintained the documentation required to fully disclose the extent of services delivered. PI-37: The provider maintained copies of billing forms/documents necessary to substantiate billings for all EI services. PI-38: Provider maintained documentation for each service billed. PI-40: Provider's billing form contains required information according to Early Intervention Program regulations. PI-41: The provider delivered services as authorized in the IFSP.		
Assess specific child records for substantiation of specific allegations.	<b>Customized based on allegations.</b>		
Staff Interviews	<b>Separate Interview Tools for professional staff, parents and Director, customized based on allegations.</b>		
Review of Personnel Records	<ul style="list-style-type: none"> <li>▪ Review credentials and approvals for all staff.</li> <li>▪ Determine if "bonus" incentives or quid pro quo arrangements are offered.</li> <li>▪ Supervisory plans.</li> </ul>		
Exit Interview	Determine next steps and inform provider.		

Contractor will develop in conjunction with the Department review instruments to evaluate the quality of municipal Child Find Program policy and practices. Quality of Services Review instruments will evaluate municipalities in the following areas:

1. The municipality conducts outreach/education activities.
  - a. Contractor will evaluate the degree to which mailing/dissemination of public awareness materials to primary referral sources occurred.
  - b. Contractor will evaluate the degree to which trainings or meetings with primary referral sources occurred.
  - c. Contractor will evaluate the degree to which collaborative efforts to identify children at-risk of developmental delay occurs with the local social services agency, family court, hospitals, community health worker programs, substance abuse programs and/or other relevant public agencies.
  
2. The municipality designates either the Early Intervention Official (EIO) or the public health officer as the single point of entry.
  - a. Contractor will evaluate the procedures for taking referrals to determine if the process demonstrates consistency and efficiency.
  - b. Contractor will evaluate the degree to which the municipality accepts referrals of infants or toddlers suspected of having a developmental delay or disability or at-risk children from all referral sources, including, but not limited to, primary referral sources, parents, physicians, health care providers, lead programs, social services, and neonatal intensive care units, and processes these referrals in the same way.
  
3. The EIO coordinates the identification, tracking and screening of children at-risk of developmental delay.
  - a. Contractor will evaluate the effectiveness of the system for tracking at-risk children or tracking that involves interface with the primary care physician.
  - b. Contractor will evaluate the policies and procedures to determine if the municipality has any customs, policies or practices, formal or otherwise, that would preclude an appropriate referral being made to the EIP.
  - c. Contractor will evaluate the comprehensiveness of information obtained from parent or referral source to determine if there is sufficient information to support the child's placement in the Child Find Program.
  - d. Contractor will evaluate child information to determine if Child Find Program placement was appropriate based on developmental milestones described in the New York State Department of Health EIP Clinical Practice Guidelines.
  - e. Contractor will determine if multidisciplinary evaluations are offered when the parent believes that their child has a disability or delay.
  
4. The municipality ensures quality of screening, and tracking and follow-up.
  - a. Contractor will evaluate the qualifications of staff using a specific screening tool to determine if the staff is appropriately qualified to administer the tool.
  - b. Contractor will evaluate child find records to determine if periodic developmental screenings occur to assess for any changes in the development and health status of children tracked through the Child Find Program.

Attachment C1  
Child Find Program - Quality of Services Review Protocol

- c. Contractor will evaluate records of children in the Child Find Program to determine if referrals were made when appropriate, to community resources such as Early Head Start, WIC, or playgroups, etc.
- d. Contractor will evaluate child information to determine if the child should have been referred to the Committee Preschool Special Education (CPSE).
- e. Contractor will evaluate the accuracy and appropriateness of the methods used in scoring the screening tools.
- f. Contractor will evaluate the Ages and Stages Questionnaires (ASQs) or other screening documentation such as pediatric neurodevelopmental assessments to determine if any child should have received further evaluations and/or a referral to the EIP.
- g. Contractor will evaluate the degree to which the municipality follows up with the parent when ASQs or other screening instruments are not submitted.

Attachment C2  
Service Coordination - Quality of Services Review Protocol

The contractor will develop and implement review instruments that evaluate the quality of early intervention service coordination services delivered by service coordinators to eligible children and families. These instruments will evaluate service coordinators in the following areas:

1. Coordinating the performance of evaluations and assessments.
  - a. Contractor will evaluate the degree to which the Initial Service Coordinator (ISC) reviewed all options for evaluations and screenings from the list of approved and contracted evaluators provided by the municipality, and assisted the family in selecting an evaluator or screener by providing comprehensive information regarding all options.
2. Providing information regarding rights and entitlements under the Early Intervention Program.
  - a. Contractor will determine that ISC has ensured that the parent has a copy of "The Early Intervention Program: A Parent's Guide," and has fully reviewed this guide with the parent.
  - b. Contractor will evaluate the degree to which the Service Coordinator (SC) provided due process and procedural safeguards to the parent, and explained it fully upon referral, and as needed, if disagreement with a service decision occurs.
  - c. Contractor will determine if the ISC provided parents with information regarding the funding of early intervention services at no cost to parent, required use of Medicaid and/or third party insurance, and protections when Medicaid and/or third party insurance are used.
3. Facilitating and participating in the development, review and evaluation of the IFSP.
  - a. Contractor will determine if the SC attended all IFSP meetings, and contacted parents and providers ahead of time.
  - b. Contractor will evaluate the degree to which the ISC explained the IFSP process to the family and provided required information.
4. Coordinating and monitoring the delivery of services.
  - a. Contractor will evaluate if SC collaborated with health care providers, and referred to primary health care providers as needed.
  - b. Contractor will determine if transportation services were discussed and arranged by the SC, if needed by the child in order to receive services.
  - c. Contractor will assess that the OSC facilitated the start of services within thirty days following the IFSP meeting through frequent communications with providers and parents.
  - d. Contractor will evaluate the SC's procedures and practices for maintaining contact with parents and providers on a monthly basis, or more frequently, if needed.
  - e. Contractor will determine that the SC provided the parent with the amount of assistance they needed to identify and apply for benefit programs for which the family may be eligible, including: Medical Assistance Program; Social Security Income; Physically Handicapped Children's Program; Child Health Plus; and Social Security Disability Income.

Attachment C2  
Service Coordination - Quality of Services Review Protocol

5. Facilitating the transition to preschool special education services, if appropriate, or to other community supports and services.
  - a. Contractor will determine the degree to which the OSC facilitated the development of a transition plan within required timeframes.
  - b. Contractor will determine that the OSC assisted the parent with identifying which records they agree to transfer to the CPSE.
  - c. Contractor will assess that the OSC assisted the parent with a referral to CPSE or other supports or services if requested by the parent.
  
6. Attending the Department's Introductory Service Coordination training
  - a. Contractor will review the level of service coordination training through examination of SC participation in required and other training.

Contractor will develop and implement review instruments to evaluate the quality of provider evaluation practices. These instruments will evaluate providers in the following areas:

1. Personnel Expertise
  - a. Contractor will evaluate the level of personnel preparedness through examination of evaluators' participation in training and continuing education, in relation to the level, frequency, and applicability of training and continuing education experiences.
  - b. Contractor will evaluate the composition of evaluation teams through examination of the appropriateness of the disciplines represented on the team in relation to the presenting concerns and referral information provided for the child.
2. Coordination of the Evaluation Process
  - a. Contractor will evaluate the degree to which multidisciplinary evaluations conducted by the provider evidence an integrated and coordinated evaluation process.
  - b. Contractor will evaluate the degree to which the relationship between the child's functioning in different domains is integrated into the report of the evaluation of the five domains.
3. Assessment Instruments
  - a. Contractor will evaluate the degree to which the assessment instruments utilized are appropriate to the presenting concerns.
  - b. Contractor will evaluate the use of standardized instruments, including any impact on the standardization of test instruments related to child/family or environmental factors, and the appropriateness of the explanation if standardized instruments were not utilized.
  - c. Contractor will evaluate the accuracy and appropriateness of the methods used in scoring and reporting the results of assessment instruments used.
4. Components of the Evaluation
  - a. Contractor will evaluate the degree to which the evaluation addresses in a comprehensive manner all required components including, but not limited to: the five domains of development (with sub-domains as necessary); a parent interview which identifies parent concerns, developmental and medical history, and family composition; a health assessment whose conclusions are referenced in the report; a vision and hearing screening which identifies hearing/vision status and the basis for status conclusions; an assessment of transportation needs, identification and appropriate consideration of dominant language; and the breadth of sources of information used during the evaluation.
5. Quality of Family Assessment
  - a. Contractor will evaluate the quality of the family assessment through examination of the degree to which it is family-directed and the family's needs relating to enhancing their child's development are fully explored and identified.
6. Quality of Evaluation Narrative

- a. Contractor will evaluate the degree to which the evaluation clearly conveys the child's strengths and needs, severity and characteristics of the child's delay, and observations of the child's functioning and responses during testing.
  - b. Contractor will evaluate the degree to which the evaluator interprets the child's responses during testing and provides an explanation of what the responses mean.
7. Use of Informed Clinical Opinion
- a. Contractor will evaluate the expertise with which the evaluator utilizes informed clinical opinion and professional judgment during the evaluation of the child, and fully supports their conclusions in the report narrative.
8. Assurance of Parent Involvement
- a. Contractor will evaluate the level of parent involvement through examination of the degree to which the evaluation addressed parents' concerns for their child's development, incorporated parent input regarding their child's functioning, ensured results were discussed with the parent in an understandable manner, and ensured parents were provided an opportunity to ask questions and express disagreement regarding the evaluation or results.
  - b. Contractor will determine whether a written summary was provided to the parent in the parent's dominant language or other mode of communication of the parent.
9. Quality of Eligibility Statement
- a. Contractor will evaluate the degree to which the eligibility statement clearly conveys whether the child is or is not eligible for the Early Intervention Program (EIP), and does not convey eligibility for specific services.
  - b. Contractor will evaluate the degree to which the evaluator describes detailed objective and qualitative findings in the eligibility statement to support the child's eligibility.
  - c. Contractor will determine that the child's diagnosis and corresponding International Statistical Classification of Diseases (ICD) code related to the child's eligibility are included in the report.
10. Appropriate Recommendations
- a. Contractor will evaluate the degree to which recommendations in the evaluation report are supported by evaluation findings, and recommendation for services, additional evaluations and other follow-up are made as appropriate to the needs identified during the evaluation.
  - b. Contractor will evaluate the scope of recommendations for other resources and activities for follow-up provided to parents when children are found not eligible for the EIP.
  - c. Contractor will determine that specific goals and/or outcomes are not included in the evaluation report.

Attachment C4  
General Services - Quality of Services Review Protocol

The contractor will develop and implement review instruments that evaluate the quality of early intervention services delivered by providers to eligible children and families. These instruments will evaluate providers in the following areas:

1. Provider Participation in the Individualized Family Service Plan (IFSP)
  - a. Contractor will evaluate the extent to which the provider attends IFSP meetings and participates in the development of the child's service plan and outcomes.
  - b. Contractor will assess the degree to which the provider understands the overall needs and strengths of each child and family they serve.
2. Quality of Service Delivery
  - a. Contractor will evaluate the degree to which the provider delivers family-centered services that encourage the parent to participate in each service visit, and discusses appropriate carry-over activities with the family.
  - b. Contractor will assess the degree to which the provider discusses the child's progress with the family and the level of opportunity given to the parent to express concerns or ask questions.
  - c. Contractor will evaluate the provider's level of adherence to delivering services in accordance with the IFSP, including the frequency and duration of service visits and make-up visits, and determine that appropriate notification is provided if there is a change in their ability to deliver such services to a child and family.
  - d. Contractor will assess the degree to which the provider incorporates strategies into their service delivery that address the achievement of IFSP outcomes for the child and family.
  - e. Contractor will assess the provider's level of collaboration with other service providers and early intervention professionals to ensure that a team approach to service provision is utilized and effective.
  - f. Contractor will evaluate the provider's procedure for continuously assessing the needs of the child and family to ensure that concerns are immediately identified and addressed.
  - g. Contractor will evaluate the type, condition, and maintenance of toys, equipment, or other items used in the provision of services, and assess the degree to which each item is appropriate for the child's developmental age and skill level.
3. Provider Records and Confidentiality
  - a. Contractor will evaluate the level of completeness and comprehensiveness of provider records that document the full extent of services through an examination of child records, including but not limited to prescriptions/orders for services as needed, copy of child's IFSPs and any amendments, service authorizations, appropriate signed and

Attachment C4  
General Services - Quality of Services Review Protocol

dated parental consents, signed and dated session notes, periodic progress notes, transition documents, and billing documents.

- b. Contractor will assess the extent to which the provider protects and maintains the confidentiality of all personally identifiable information pertaining to children and families participating in the EIP.
- c. Contractor will assess the level of the provider's knowledge and understanding of the Department's guidance on the use of e-mail communications, and will assess whether the provider has obtained appropriate consent from the parent.

4. Provider Competency

- a. Contractor will examine the provider's credentials, including current licensure, certification, or registration; State approval status; and/or contract with a municipality or state-approved agency.
- b. Contractor will determine if the provider's level of experience and training is sufficient to incorporate therapeutic modalities, such as ABA for example, into a child's service visit.
- c. Contractor will determine the degree to which the provider actively participates in continuing education or training.

5. Health and Safety

- a. Contractor will review and determine the completeness of provider's documentation of State Central Register of Child Abuse and Maltreatment (SCR) screening and staff health requirements.
- b. Contractor will assess the level of provider awareness and understanding of the policies and procedures contained in the Department's Health and Safety guidance, including but not limited to, injury and illness prevention; behavior management plans; infection control; child abuse and neglect; and emergency procedures.
- c. Contractor will assess the provider's physical site and outdoor play areas to determine the extent to which Department guidance is followed in regard to the safety of the physical environment.
- d. Contractor will assess the comprehensiveness of the provider's written health and safety policies and procedures.
- e. Contractor will evaluate the degree to which the policies and procedures address the health, safety, and welfare of children in the home environment.

## **PRE-REVIEW**

- The Verification Review (VR) must be completed within one year from when the provider received an identified finding in a previous review.
- Contractor will contact the providers to coordinate the review at least three weeks prior to the date of the review.
- Contractor will ensure the providers will have the child records for all children on the child sample based on criteria determined by the Department, and a list of additional children whose records can be pulled randomly, if needed.

## **ON-SITE REVIEW**

### **Selecting child records:**

- Contractor will select child records according to a specified time frame when activity occurred, as instructed by the Department.

### **Using the VR Tool**

- Contractor will assess the review indicators listed in the review for verification review tool.
- Contractor will only assess the specific criteria that was incorrect during the previous review for each provider.
- Contractor will determine if records are verified as corrected as follows:
  - V (Verified) – no comment needed
  - NV (Not Verified) – comment needed
  - NA (Not applicable) – comment needed

### **Clarifying VR assessment when ‘verified’ or ‘not verified’ is questionable**

- Contractor will defer to the Department for a final determination in situations where the review results are questionable.
- Contractor will provide comments to the Department based upon what the reviewers observed at the review.
- Contractor will write a comment on the tool that includes but is not limited to the following:
  - Is there a clear pattern of correction in the later records reviewed?
  - Is the process (through child records, staff interview and written policy if available) adequate so that future records would show verification?
  - Do the records that show verification indicate a change in practice by the provider from those that did not show verification?

## **POST- REVIEW**

Contractor will compile results of the verification review and submit verification review reports to the Department.

**Attachment E**  
**Approved Providers**  
 (that were contracted with Municipalities prior to 4/1/13)

<b>Provider type</b>	<b>Service type</b>	<b>Approved</b>	<b>Contracted</b>
Agency	Evaluations, service coordination, and general services	831	258
Agency	Evaluations and service coordination	13	3
Agency	Evaluations and general services	457	153
Agency	Evaluations only	15	14
Agency	Service coordination and general services	86	17
Agency	Service coordination only	93	45
Agency	General services only	147	37
Individual	Evaluations, service coordination, and general services	3,333	59
Individual	Evaluations and service coordination	24	0
Individual	Evaluations and general services	12,180	601
Individual	Evaluations only	255	11
Individual	Service coordination and general services	319	8
Individual	Service coordination only	64	1
Individual	General services only	5,614	389

Provider Approval data as of September 12, 2012

**Attachment F**  
**Sample Monitoring Report**

**Provider:**

**Review Type:** Comprehensive

**Licensure or Certification:**

**Provider Discipline:**

**Applicable County Contracts:** Not Applicable

**Approved to Deliver:** Evaluation: Supplemental  
Service Provision Including:  
Home and Community-based Individual Collateral Visits

**Facility-based EI:** No

**Areas Reviewed:** Child Find  
General Supervision  
Evaluation  
Service Provision

**# of Children Currently Served:** 10

**Reported Languages:** Spanish

**Date(s) of Monitoring:**

**Monitoring Team:**

**Municipality Representative in Attendance:** Not Applicable

**Provider's Address:**

**Site Reviewed:** Not Applicable

**Approved Site(s):** Not Applicable

## Introduction

Pursuant to New York State Public Health Law (PHL) §2550, the New York State Department of Health (Department) is charged with the administration and oversight of New York State's Early Intervention Program (EIP) and for ensuring that EIP services are delivered in accordance with State and federal laws and regulations. As lead agency, the Department is required under State and federal law and regulation to monitor all providers of EIP services. The Department has a contract with IPRO to conduct these monitoring reviews.

The primary focus of monitoring reviews completed by IPRO, as the Department's agent, is to monitor for compliance with PHL (Title II of Article 25), regulations (10 New York Codes, Rules, and Regulations), and Department guidance governing the EIP.

## Procedures for Early Intervention Monitoring

Standardized protocols and review tools have been developed by the Department and are used by IPRO monitoring teams to complete monitoring reviews for the EIP. The review tools include a comprehensive set of indicators designed to determine the extent to which the provider's policies and procedures, and implementation of these policies and procedures adhere to PHL, regulations, and Department guidance. The IPRO teams are comprised of individuals with expertise in early intervention and administration.

A self-assessment tool is mailed to providers in advance of the review. The purpose of the self-assessment is to give providers an opportunity to conduct a review of their policies/procedures, child records, and other documentation prior to the on-site review, using the same indicators on which they will be monitored.

IPRO teams review information supplied by the Department, when applicable (e.g., findings from previous systems complaint investigations, monitoring reviews, and corrective action plans) to help focus review activities.

Monitoring review activities include:

- Interviews with providers or agency staff. The purpose of the interview is to inform the provider of the activities that will occur during the monitoring review; to obtain information about policies and procedures the provider has in place for the provision of EIP services; and to explain the preliminary findings of the monitoring review to the provider.
- Child record review. The purpose of the child record review is to gather data regarding the provision of EIP services by the provider to ensure that services are delivered in accordance with PHL, regulations, and Department guidance.
- Review of policy, personnel records, other documentation, and information obtained from direct observation. The purpose of this review is to gather data to ensure that providers or agency staff providing EIP services is qualified, confidentiality of families is maintained, and early intervention services are delivered in a manner which protects the health and safety of children, in accordance with PHL, regulations, and Department guidance.

Attachment F  
Sample Monitoring Report

- Interviews with parents of children receiving EIP services. The purpose of this review is to ensure that services are delivered in accordance with PHL, regulations, and Department guidance with respect to the role of the family in early intervention service delivery.

## Priority Areas

The responsibilities of providers of EIP services are organized into priority areas consistent with those required as part of states' implementation of the Part C Early Intervention Program under the Individuals with Disabilities Education Act (IDEA). Each priority area is comprised of a set of indicators from the review tool that are related to EIP components. The priority areas are as follows:

### Child Find

The monitoring indicators that are reviewed in this priority area include provisions related to child find, initial service coordination, and multidisciplinary evaluation. Based on information gathered through the review process, determinations are made regarding the practices used by the provider in: acting as a primary referral source to the EIP, providing parents with required information regarding the EIP, facilitating and performing multidisciplinary evaluations, and determining eligibility for the EIP.

### Services in Natural Environments

The monitoring indicators that are reviewed in this priority area include provisions related to ongoing service coordination, service provision, and settings for the delivery of services. Based on information gathered through the review process, determinations are made regarding the practices used by the provider in: facilitating the development of Individualized Family Services Plans (IFSPs), delivering services that are timely and in accordance with IFSPs, delivering services in natural environments (to the extent such settings are appropriate), resolving barriers to service delivery, and providing services that are individualized and family-centered.

### Transition

The monitoring indicators that are reviewed in this priority area include provisions related to ongoing service coordination and the transition of children from the EIP to preschool special education and/or other programs and services. Based on information gathered through the review process, determinations are made regarding the practices used by the provider in: ensuring that transition plans are developed with families and included in IFSPs, that transition steps are timely and complete, and that referrals to appropriate programs are made.

### General Supervision

The monitoring indicators that are reviewed in this priority area include provisions related to the general administrative oversight of EIP service delivery. Based on information gathered through the review process, determinations are made regarding the practices used by the provider in: protecting the confidentiality of personally identifiable information, adequately

**Attachment F**  
**Sample Monitoring Report**

documenting service delivery, assisting parents to access procedural safeguards, maintaining appropriate fiscal documentation and billing/claiming procedures, and delivering services in a manner that protects the health and safety of children, families, and providers in the EIP.

### **Presentation of Review Results**

This report presents the results of the monitoring review of the provider of EIP services. The report delineates the areas of compliance and non-compliance with PHL, regulations, and Department guidance as determined by the comprehensive set of indicators which comprise this review process.

The review process uses a sampling methodology. Determinations are based on the materials that were examined and the information that was obtained from the parents, provider and/or agency staff during the review.

Areas of compliance and non-compliance are presented in the form of exhibit pages as follows:

- Exhibit A is a summary table which describes the number of indicators across all priority areas that were found to be in compliance with PHL, regulations, and Department guidance.
- Exhibit B presents, by indicator, areas of regulatory non-compliance. Development of a Corrective Action Plan (CAP) is necessary for these indicators. Submission of Required Evidence of Correction (REC) will be necessary for select indicators which relate to requirements of IDEA and federal regulation.
- Exhibit C presents, by indicator, opportunities for improvement. These are areas where monitoring results determined that compliance was generally practiced for a regulatory indicator, but improvement is suggested to ensure ongoing or complete compliance; or where monitoring results determined that practices were in need of improvement for a non-regulatory indicator. Although providers are expected to make improvements in these areas, which may be reviewed during subsequent on-site monitoring visits, submission of a CAP and REC will NOT be required for Exhibit C.

Indicators in Exhibit B and Exhibit C are identified by indicator number, priority area, textual description, regulatory citation, and by specific information regarding the nature of the non-compliance. The exhibits also provide technical assistance which can be used in the development of a CAP.

### **Correction of Non-Compliance**

If monitoring results for this review determined non-compliance with PHL, regulations, and Department guidance in one or more areas, as identified by Exhibit B, each finding of non-compliance must be corrected within a year of the date this report is received. A CAP must be developed and submitted to address each finding of non-compliance which identifies the steps that will be taken to correct the non-compliance. A REC must be submitted for select findings related to IDEA requirements to provide verification that the CAP has been implemented and the non-compliance successfully corrected.

**Attachment F**  
**Sample Monitoring Report**

The CAP must be submitted within forty-five (45) calendar days from receipt of this monitoring report.

REC consisting of written policy and/or other documentation such as contract language, guidance memos, letters, forms, etc. must be submitted with the CAP.

REC consisting of documentation from child records must be submitted within one hundred (100) calendar days following the acceptance of the CAP by the Department.

All CAP submissions must be addressed to:

Chris Clarke  
Monitoring Project Manager  
IPRO  
1979 Marcus Avenue  
Lake Success, New York 11042

Detailed instructions for the development and submission of the CAP and REC (including identification of the findings requiring a REC) are found in the accompanying Attachment(s).

**Additional Comments:**

No additional comments.

Attachment F  
Sample Monitoring Report

**Exhibit A I**  
**Monitoring Indicators That Met Early Intervention Program Standards**

<b>Federal Early Intervention Priority Area</b>	<b>Report Statement</b>	<b>Indicators that Met Monitoring Criteria</b>
Child Find	Based on review of policies and practices, interviews conducted with personnel, review of individual child records, and/or review of other documentation, it was determined that the enhanced provider has maintained compliance, to the extent indicated in the next column, with New York State Early Intervention Program regulations in regard to administrative activities related to child find.	1 of 1 indicators assessed in this cluster met the standard.
General Supervision	Based on review of policies and practices, interviews conducted with personnel, review of individual child records, and/or review of other documentation, it was determined that the enhanced provider has maintained compliance, to the extent indicated in the next column, with New York State Early Intervention Program regulations in regard to activities related to general supervision and oversight.	9 of 13 indicators assessed in this cluster met the standard.
Services in Natural Environments	Based on review of policies and practices, interviews conducted with personnel, review of individual child records, and/or review of other documentation, it was determined that the enhanced provider has maintained compliance, to the extent indicated in the next column, with New York State Early Intervention Program regulations in regard to administrative activities related to services in natural environments.	2 of 2 indicators assessed in this cluster met the standard.
Transition	Based on review of policies and practices, interviews conducted with personnel, review of individual child records, and/or review of other documentation, it was determined that the enhanced provider has maintained compliance, to the extent indicated in the next column, with New York State Early Intervention Program regulations in regard to administrative activities related to transition.	0 of 0 indicators assessed in this cluster met the standard.

**Exhibit B**  
**Monitoring Indicator That Did Not Meet Early Intervention Program Standards**

**Indicator, Priority Area and Reference**

**Provider Indicator 42:** Requirements of Title 34 of the Code of Federal Regulations and other applicable legal requirements for confidentiality are followed.

**Federal Priority Area:** General Supervision

**Reference:** EIP regulation 10NYCRR 69-4.17(c) states that "(1) Personally identifiable data, information, or records pertaining to an eligible child shall not be disclosed by any officer or employee of the Department of Health, state early intervention service agencies, municipalities, evaluators, service providers or service coordinators, to any person other than the parent of such child, except in accordance with Title 34 of the Code of Federal Rules Part 99, sections 300.560 through 300.576 ...to preserve the confidentiality of records pertaining to children participating in the early intervention program ...(3) Early intervention officials, all providers approved to deliver early intervention services ...shall: (i) implement and maintain policies and procedures to assure the protection of confidential personally identifiable information ...; (ii) submit assurances that all employees ...independent contractors, consultants, and volunteers with access to personally identifiable information are informed of and are required to adhere to all confidentiality requirements ...(iii) ...protect records containing sensitive information (e.g. such as sexual or physical abuse, treatment for mental illness ...HIV status, ...etc.); and (iv) identify the person or person(s) with designated responsibility for guaranteeing the confidentiality of personally identifiable information. (4) Early intervention officials shall ensure the confidentiality of all information maintained in an electronic format except as required or permitted by state or federal law." Additionally, EIP regulation 10NYCRR 69-4.17(d) states that "(1) ... the parent is afforded the opportunity to review and inspect all the records pertaining to the child and ...family ...used for the purposes of the Early Intervention Program, unless the parent is otherwise prohibited such access ...The opportunity to review and inspect ...includes the right to (i) understandable explanations about ...the record ...(ii) obtain a copy of the record within ten working days ...(iii) obtain a copy ...within five working days if the request is made as part of a mediation or impartial hearing, (iv) have a representative of the parent view the record ... 6) Where any part of the record contains information on more than one child, the parent shall only have the opportunity to review and inspect the portion of the record which pertains to their child." Moreover, "(4) The early intervention official, or evaluator, service provider or service coordinator may charge a reasonable fee not to exceed 10 cents per page for the first copy and 25 cents per page for any additional copies... provided that the fee does not prevent the parent from exercising the right to inspect and review records and providing that no fees shall be charged to parents to obtain copies of any evaluations or assessment documents to which parents are specifically entitled" nor shall parents be "(5) charged fees for the search and retrieval of the record." The "(7) ... early intervention official, evaluator, service provider and service coordinator shall keep a record of parties obtaining access to records gathered, maintained, or used for purposes of the Early Intervention Program (except access by parents and authorized employees of the municipality or approved evaluator, service provider, or service coordinator) including the name of the party, the date access was given, and the purpose for which the party is authorized to use the records." Additionally, EIP

Attachment F  
Sample Monitoring Report

regulation 10NYCRR 69-4.17(e) states "(1) The early intervention official, evaluator, service provider and service coordinator shall ensure the parent the right to present objections and request amendments to the contents of the record because the parent believes the information is inaccurate, misleading, or violates the privacy or other rights of the child ....

(3)(i) If the early intervention official, evaluator, service provider or service coordinator concurs with the parent's request, the service coordinator shall ensure the contents of the record are amended and notify the parent of the amendment in writing ... (ii) If the early intervention official, evaluator, service provider or service coordinator does not concur with the parent's request to amend the record, the early intervention official shall notify the parent in writing of the decision and inform the parent of the right to an administrative hearing."

**All or some of the following review processes were used to assess this indicator:**

- Interviews conducted with provider/agency staff.
- Interviews conducted with parents.
- Review of individual child records.
- Review of other documentation including training materials, contracts, memos, personnel files, data system records, etc.
- Direct observation.
- Review of written policy.

**Review Results**

Regulation Finding

**The following review process (es) indicated that the provider was not in compliance with PHL, regulations, and Department guidance:**

- The provider's written policy did not contain all of the requirements of Title 34 of the Federal Regulations and other applicable legal requirements for confidentiality. Specifically, the provider's written policy did not state that:
  - PI-42G: Confidentiality of faxed information is maintained through the use of a fax cover sheet that includes a confidentiality statement.
  - PI-42G: Confidentiality of faxed information is maintained by ensuring that fax recipients maintain a secure site, where faxed information is not accessible to unauthorized personnel or the general public.
  - PI-42K: Parental access to their child's record includes the right to receive a copy of all material contained in this record.
  - PI-42K: Parental access to their child's record includes an explanation and interpretation of all material included in this record.
  - PI-42K: Upon parental request, a copy of their child's record must be provided to parents within 10 working days of the request. If the request is made as part of mediation or an impartial hearing, a copy must be provided within 5 days.
  - PI-42M: The Early Intervention Official is notified if the provider disagrees with a parental request to have their child's record amended.
  - PI-42M: If the provider agrees to a parental request to amend their child's record, the provider amends the information and informs the family's service coordinator.

Attachment F  
Sample Monitoring Report

The service coordinator ensures the contents of the record are amended and notifies the parent of the amendment in writing.

**The provider is required to develop, and submit for approval, a CAP which addresses the issues cited above and ensures compliance with PHL, regulations, and Department guidance.**

Providers of EIP services must follow all requirements of Title 34 of the Code of Federal Regulations (CFR) and other applicable legal requirements for confidentiality. Each provider of evaluations, services, and service coordination shall adopt policies and procedures to preserve the confidentiality of personally identifiable information pertaining to children and families participating in the EIP. A comprehensive written confidentiality policy must be developed and maintained by all providers who deliver EIP services. Early intervention clinical records are considered educational and are governed by the Federal Educational Rights and Privacy Act (FERPA), Article 25 of the NYS PHL and the corresponding federal and State regulations. The Health Insurance Portability and Accountability Act (HIPAA) governs medical, not educational, records and applies only to early intervention billing records. Early Intervention providers who are licensed, registered, or certified under New York State Education Law must also maintain their records in accordance with the laws and regulations that apply to their profession. The following components of FERPA and Title 34 CFR must be applied to the provider's practice, and can assist in the development of correct and complete written confidentiality policies appropriate for EIP service delivery.

PJ-42A: An individual responsible for ensuring the confidentiality of personally identifiable information in records, including electronic records, must be designated. This person must have appropriate authority within the agency.

PIA28: Storage of child/family records must be secure. All records containing personally identifiable information must be maintained in secure locations, such as a file or room that can be locked when unattended. Records must be disposed of using an appropriate method such as shredding.

PI-42C: Off-site storage of child/family records must be secure. Records stored off-site that contain personally identifiable information must be maintained in secure locations, such as a file, room, or storage unit that is locked. The method of retrieving these files must also maintain the confidentiality of these records. Records must be disposed of using an appropriate method such as shredding. When a professional records management company is used for off-site storage of records containing personally identifiable information, confidentiality requirements must be followed by this company during the storage, retrieval, and disposal of records. The provider's contract with this company must meet all confidentiality requirements of FERPA and Title 34 CFR applicable to child/family records within the EIP.

PI-42D: Records containing personally identifiable information are secured by the provider when transported and kept locked when not with the provider.

PI-42E: Confidentiality of electronic records that are stored on computer must be maintained. Internal controls must be in place when information is stored on computers that limit access to authorized staff within an agency or to the individual provider. This includes, but is not limited to, password protection and secure storage of discs, CD's, DVD's and/or other removable storage devices. In addition, an unattended computer should lock automatically

**Attachment F**  
**Sample Monitoring Report**

after a period of inactivity, requiring a password to be re-entered to permit access to the workstation.

PI-42F: Confidentiality must be maintained when e-mail is used. Due to the potential for breach of confidentiality, child specific identifiable information may not be transmitted via e-mail unless rigorous administrative, technical and physical safeguards are in place including, but not limited to, password protection, firewall software, and encryption. In addition, an unattended computer should lock automatically after a period of inactivity, requiring a password to be re-entered to permit access to the workstation. All parties involved in the sending and receipt of an electronic record must be able to maintain the confidentiality of that record. Child specific identifiable information includes a list of personal characteristics or other information that would make it possible to identify the child, the parent or other family members with reasonable certainty. In addition to obvious identifiers such as name, address, etc., the combination of facts presented in the e-mail (e.g., initials, family composition, unique diagnosis, heritage, neighborhood, etc.) should not be able to identify a particular family or child.

PI-42G: Confidentiality of faxed information must be maintained. Safeguarding of faxed information requires, but is not limited to, the use of a fax cover sheet that includes a confidentiality statement. The provider must also ensure that the fax recipient maintains a secure site where faxed information would not be accessible to unauthorized personnel or to the general public.

PI-42H: Agencies must identify those individuals within their agency who are authorized to routinely access a child's record. Each agency must maintain a current listing of the names and titles/positions of those employees who may have routine access to personally identifiable information. Only individuals who collect or use information for the purpose of facilitating the child's/family's participation in the EIP should be given this authorization.

PI-4 21: A record must be kept of all individuals, other than authorized individuals, who access a child's record, including the date of access and the purpose for which the record was accessed. When this access log contains multiple child names, there is a method for maintaining the confidentiality of each child/family.

PI-4 2J: Parents must be notified of the process that they must follow to inspect and review all records pertaining to their child. This notification should include a description of the process including how parents would make the request, who they must speak to, and other details. The provider's written policy must describe this process. If a parent is unable to submit a request to review records in writing, a verbal request should be accepted.

PI-42K: Parental access to their child's record must be ensured. Access to records includes: a review of the record by the parent or a representative on behalf of the parent unless such access is prohibited under State or federal law; an explanation and interpretation of material included in any EI record upon request; and a copy of any record within 10 working days of the request (if the request is made as part of mediation or an impartial hearing, a copy must be provided within 5 days.)

PI-42L: Fees for copying and retrieving records must not exceed allowable rates. A fee not to exceed 10 cents per page for the first copy and 25 cents per page for additional copies may be charged to the parent to copy EI records unless the fee prevents the parent from inspecting and reviewing the record. No fee may be charged for records related to evaluations and assessments or for the search and retrieval of records. An evaluator or service provider licensed by NYSED may charge for copies as permitted under PHL §18.

PI-42M: The procedure to address amendment of their child's records must protect the parent's rights. The parent has the right to request an amendment to their child's record when

**Attachment F**  
**Sample Monitoring Report**

the parent believes the information contained in the record is inaccurate, misleading, or violates the privacy or other rights of their child. If the provider decides not to amend the record as requested, the provider informs the Early Intervention Official (EIO) of this decision. The EIO is responsible for informing the parent in writing of the provider's decision not to amend the record and that the parent has the right to a hearing. The hearing will be conducted by an individual designated by the municipality who does not have a direct interest in the outcome of the hearing. If information in the record is found to be inaccurate, misleading, or to violate the privacy of the child/family, the provider will amend the information and will inform the family's service coordinator. The service coordinator ensures the contents of the record are amended and notifies the parent of the amendment in writing.

PI-42N: When records contain information about more than one child, information about other children receiving services must be protected. Only information pertaining to the child/family who is the subject of a request for record access or disclosure may be released.

PI- 42O: Written parental consent must be obtained before personally identifiable information is disclosed to anyone other than authorized individuals. Written parental consent for release of or obtaining information must include the names of both entities involved in the releasing and obtaining of information; which records will be obtained or released; the specific record(s) to be used and the purpose of such use; the date the parent signed the consent; and the parent's signature and relationship to the child. Only information appropriate to a request should be released.

PI-42P: Individuals engaged in record review for quality assurance (or other purposes such as fiscal audit, etc.) who are not involved in the direct provision of EIP services must be informed about, and required to adhere to, all confidentiality requirements applicable to personally identifiable information within the EIP. They must also comply with all legal requirements that protect records containing sensitive information (such as sexual or physical abuse, treatment for mental illness or mental health problems, HIV status, communicable disease status, the child's parentage, etc.).

PI-42Q: The provider must adhere to the confidentiality requirements of the EIP, including all legal requirements that protect records containing sensitive information (such as sexual or physical abuse, treatment for mental illness or mental health problems, HIV status, communicable disease status, the child's parentage, etc.). When consent is given by a parent or guardian to release information, only information appropriate to a request should be released. Sensitive information about the child and family must be protected.

PI-42R: At a minimum, records must be retained for a period of six years from the last date that care, services or supplies were provided or billed, whichever is later. Providers who are licensed, registered, or certified under State Education Law must retain records in accordance with the law and regulations that apply to their profession.

PI-42S: When electronic signatures are used, electronic documentation must be maintained in a manner that demonstrates the provider's right to receive payment under the Medicaid program and ensures the confidentiality of child and family information. Records must meet the general and specific requirements of the regulation as to content. It must be possible to determine when the record was created. There must be a process to document alteration of the record and also a process to prevent alteration (i.e., protected Microsoft Office document or secured PDF in 'read-only' format). The direct provider of service must be identified in the record. The provider must be able to produce a sample record for review, which complies with all requirements.

PI-42T: Agency providers must ensure that all employees, independent contractors, consultants, and volunteers with access to personally identifiable information are informed

**Attachment F**  
**Sample Monitoring Report**

about, and required to adhere to, all confidentiality requirements applicable to personally identifiable information within the EIP. Agencies must also assure knowledge of and compliance with all legal requirements that protect records containing sensitive information (such as sexual or physical abuse, treatment for mental illness or mental health problems, HIV status, communicable disease status, the child's parentage, etc.). Individual providers must keep informed of all applicable confidentiality requirements as described above.

For additional information on maintaining the confidentiality of early intervention records, please refer to: Early Intervention Program Memorandum 03-1, "Guidance on Early Intervention Program Records," and Early Intervention Guidance Letter, October 2009, "Dear Colleague Letter - Clarification to Early Intervention Providers on Parental Consent to Use E-mail to Exchange Personally Identifiable Information."

**Exhibit B**  
**Monitoring Indicator That Did Not Meet Early Intervention Program Standards**

**Indicator, Priority Area and Reference**

**Provider Indicator 50:** Appropriate procedures are in place to address behavior which is injurious to the child or others. Corporal punishment, abuse, and the use of aversive interventions in any form are prohibited when providing EIP services.

**Federal Priority Area:** General Supervision

**Reference:** EIP regulation 10NYCRR 69-4.9(i) states that "The use of aversive intervention in any form is strictly prohibited when providing early intervention program services to an eligible child. For purposes of this section, aversive intervention means an intervention that is intended to induce pain or discomfort to a child for the purpose of modifying or changing a child's behavior or eliminating or reducing maladaptive behaviors, including but not limited to the following: (1) contingent application of noxious, painful, intrusive stimuli or activities; (2) any form of noxious, painful, or intrusive spray (including water or other mists), inhalant, or tastes; (3) contingent food programs that include the denial or delay of the provision of meals or intentionally altering staple food or drink to make it distasteful; (4) movement limitation used as punishment, including but not limited to helmets and mechanical restraint devices; (5) physical restraints; (6) blindfolds; and, (7) white noise helmets and electric shock. (8) Aversives do not include such interventions as voice control, limited to loud, firm commands; time-limited ignoring of a specific behavior; positive reinforcers such as small amounts of food used as a reward for successful completion of a clinical task or token fines as part of a token economy system; brief physical prompts to interrupt or prevent a specific behavior; or interventions prescribed by a physician for the treatment or protection of the child. (9) Nothing in this subsection shall preclude the use of behavior management techniques to prevent a child who is undergoing episodic behavioral or emotional disturbance from seriously injuring him/herself or others. Emergency physical interventions may be used to prevent a child from seriously injuring him/herself or others. Such interventions, which shall not include mechanical restraints, shall be used only in situations in which alternative procedures and methods not involving the use of physical force cannot reasonably be employed to prevent or minimize injury and shall only be used for as long as the duration of the incident. Emergency physical interventions shall not be used as a punishment or as a substitute for systematic behavioral interventions that are designed to change, replace, modify or eliminate a targeted behavior. Staff who may be called upon to implement emergency physical interventions shall be provided with appropriate training in safe and effective physical restraint procedures. Emergency physical interventions shall be included in a behavior management plan that is developed by qualified personnel with appropriate expertise and documented in the child's record to address persistent, ongoing behavior which is injurious to the child or others. (i) The behavior management plan shall be in writing and signed by the parent. (ii) The plan shall be developed in concert with the child's family and providers of early intervention services and with parent consent and other clinical experts as needed; (iii) The child shall be at significant physical risk (injury, malnutrition, or other physical harm). (iv) A medical evaluation shall be conducted to address medical conditions. (v) The plan shall be a result of a thorough assessment of cause or behavioral functions. (vi) The plan shall include positive strategies to reduce or prevent the occurrence of the behavior including building replacement behaviors,

Attachment F  
Sample Monitoring Report

when planned physical restraint is involved; (vii) The plan shall be based on positive reinforcement approaches, where contingent food programs are involved. The plan shall be implemented by appropriately trained individuals. (ix) The parent shall have the right to revoke approval of the plan at any time, and request that a new behavior management plan be developed in accordance with the requirements of this subsection." Additionally, EIP regulation 10NYCRR 69 -4.9 (d)(1) states that "All early intervention providers shall ensure that early intervention program services are delivered in a manner that protects the health and safety of eligible children. Early intervention providers shall: (1) comply with standards for health, safety, and sanitation issued by the Department for the early intervention program, and for early intervention providers who are otherwise required to be approved by another state agency to deliver health or human services, complying with health, safety and sanitation standards issued by such other agency."

**All or some of the following review processes were used to assess this indicator:**

- Interviews conducted with provider/agency staff.
- Interviews conducted with parents.
- Review of individual child records.
- Review of other documentation including training materials, contracts, memos, personnel files, data system records, etc.
- Direct observation.
- Review of written policy.

**Review Results**

Regulation Finding

**The following review process(es) indicated that the provider was not in compliance with PHL, regulations, and Department guidance:**

- Written policy did not describe that corporal punishment, emotional or physical abuse or maltreatment, and the use of aversive interventions in any form are strictly prohibited when providing EIP services.

**The provider is required to develop, and submit for approval, a CAP which addresses the issues cited above and ensures compliance with PHL, regulations, and Department guidance.**

Providers of EIP services must ensure that only appropriate strategies are used when a child exhibits self-injurious or aggressive behavior that threatens the well-being of the child or others. Corporal punishment, emotional or physical abuse or maltreatment, and the use of aversive intervention in any form are strictly prohibited when providing EIP services. Aversive intervention means an intervention that is intended to induce pain or discomfort to a child for the purpose of modifying or changing a child's behavior or eliminating or reducing maladaptive behaviors, including but not limited to the following: contingent application of noxious, painful, intrusive stimuli or activities; any form of noxious, painful, or intrusive spray (including water or other mists), inhalant, or tastes; contingent food programs that include the denial or delay of the provision of meals or intentionally altering staple food or drink to make it distasteful; movement limitation used as punishment, including but not limited to helmets

**Attachment F**  
**Sample Monitoring Report**

and mechanical restraint devices; physical restraints; blindfolds; and, white noise helmets and electric shock. Aversives do not include such interventions as voice control, limited to loud, firm commands; time-limited ignoring of a specific behavior; positive reinforcers such as small amounts of food used as a reward for successful completion of a clinical task or token fines as part of a token economy system; brief physical prompts to interrupt or prevent a specific behavior; or interventions prescribed by a physician for the treatment or protection of the child. The provider's written policy should clearly prohibit the use of corporal punishment, emotional or physical abuse or maltreatment, and the use of aversive interventions in any form during the provision of EIP services. Behavior management techniques can be used to prevent a child who is undergoing episodic behavioral or emotional disturbance from seriously injuring him/herself or others. For all children exhibiting behavior which may be injurious to the child or others, least intrusive measures should be used first. Techniques such as holding or physical redirection are used as a last resort. Behavior management techniques to prevent or minimize injury shall be used only for as long as the duration of the incident. When physical interventions are needed, training and supervision must be provided to staff on their use. The appropriate people must be informed when a child is exhibiting behaviors requiring intervention including the parent, the service coordinator and/or the Early Intervention Official. Parents cannot be asked to sign waivers or consent forms to allow the provider to use punishments for unwanted behaviors. When self-injurious or aggressive behavior is persistent and ongoing, the provider must take appropriate actions, including seeking the expertise of qualified personnel and obtaining parent approval for interventions. A behavior management plan must be developed by qualified personnel with appropriate expertise and documented in the child record. The behavior management plan must be in writing and signed by the parent. The plan must be developed in concert with the child's family and providers of early intervention services, and other clinical experts as needed. A medical evaluation should be conducted to address medical conditions. The plan should be a result of a thorough assessment of cause or behavioral functions, and should be implemented by appropriately trained individuals. All providers serving the child should have a copy of the behavior management plan. The parent has the right to revoke approval of the plan at any time. For additional information on health and safety, please refer to: Early Intervention Program Guidance Document, "Health and Safety Standards For The Early Intervention Program And Frequently Asked Questions, Revised – February 2010."

**Exhibit B**  
**Monitoring Indicator That Did Not Meet Early Intervention Program Standards**

**Indicator, Priority Area and Reference**

**Provider Indicator 52:** Providers have policies and procedures to address child and provider illness and emergencies.

**Federal Priority Area:** General Supervision

**Reference:** EIP regulation 10NYCRR 69-4.9(d)(1) states that "All early intervention providers shall ensure that early intervention program services are delivered in a manner that protects the health and safety of eligible children. Early intervention providers shall: (1) comply with standards for health, safety, and sanitation issued by the Department for the early intervention program, and for early intervention providers who are otherwise required to be approved by another state agency to deliver health or human services, complying with health, safety and sanitation standards issued by such other agency." EIP regulation 10NYCRR 69-4.9( d)( 3)(iv) states that "Early intervention providers shall: protect the health, safety, and welfare of eligible children during delivery of early intervention services, including with respect to and as applicable: (iv) illness." EIP regulation 10NYCRR 69-4.9(e)(iii) states that "Providers subject to this paragraph shall ensure that the physical site or setting where services are delivered protects the health and safety of early intervention program children with respect to: (iii) illness, injury, or emergencies, including allergic reactions." EIP regulation 10NYC RR 69-4.9(g) (2) (i) states that "Providers shall make reasonable efforts to notify the child's parent with in a reasonable period prior to the date and time on which a service is to be delivered, of any temporary inability to deliver such service due to circumstances such as illness, emergencies, hazardous weather, or other circumstances which impede the provider's ability to deliver the service."

**All or some of the following review processes were used to assess this indicator:**

- Interviews conducted with provider/agency staff.
- Interviews conducted with parents.
- Review of individual child records.
- Review of other documentation including training materials, contracts, memos, personnel files, data system records, etc.
- Direct observation.
- Review of written policy.

**Review Results**

Regulation Finding

**The following review process (es) indicated that the provider was not in compliance with PHL, regulations, and Department guidance:**

Attachment F  
Sample Monitoring Report

- Written policy did not describe a procedure to address child and provider illness, emergencies, or other inability to provide services. Specifically, the policy did not indicate:
  - Specific child health information is maintained and there is a written allergy plan for each child as needed.
  - A procedure to address provider illness, emergency, or other inability to provide services.
  - The Early Intervention Official is notified as soon as possible of significant child illness or emergency incidents which occur during service provision.
  - The Early Intervention Official is notified when excessive child absence occurs.

**The provider is required to develop, and submit for approval, a CAP which addresses the issues cited above and ensures compliance with PHL, regulations, and Department guidance.**

Providers must maintain procedures to address child illnesses including: parent notification of the onset of child illness; a sick day policy stating that if fever, vomiting, or diarrhea is present, the early intervention service is rescheduled according to the provisions of the IFSP; and the collection and maintenance of specific child allergy information. Providers must also have procedures to address emergency situations including: responding to children with allergic reactions; administration of first aid and CPR (if certified) or contacting appropriate medical personnel (including 911); and provider illness, emergency, or other inability to provide services. Procedures must also include notification of the Early Intervention Official as soon as possible of significant child illness, emergency incidents which occur during service provision, and when excessive child absence occurs. The provider's written policy should describe these procedures for child and provider illness and emergencies. Providers must also inform parents of these policies and procedures and maintain documentation that parents were notified. Documentation of all health and safety related incidents or injuries involving children while they are receiving services must be maintained including documentation of incidents/injuries, emergency efforts, first aid, and incident reports. Emergency contact numbers for medical assistance and transportation, and a telephone to report emergency situations must be readily available.

For additional information on health and safety, please refer to: Early Intervention Program Guidance Document, "Health and Safety Standards for the Early Intervention Program and Frequently Asked Questions, Revised - February 2010."

**Exhibit B**  
**Monitoring Indicator That Did Not Meet Early Intervention Program Standards**

**Indicator, Priority Area and Reference**

**Provider Indicator 81:** The provider has procedures in place to address unsafe conditions encountered in the home environment.

**Federal Priority Area:** General Supervision

**Reference:** EIP regulation 10NYCRR 69-4.9(d) (1) states that "All early intervention providers shall ensure that early intervention program services are delivered in a manner that protects the health and safety of eligible children. Early intervention providers shall: (1) comply with standards for health, safety, and sanitation issued by the Department for the early intervention program, and for early intervention providers who are otherwise required to be approved by another state agency to deliver health or human services, complying with health, safety and sanitation standards issued by such other agency." EIP regulations 10NYCRR 69-4.9(d) (3) (iv) and (vi) state that "Early intervention providers shall: protect the health, safety, and welfare of eligible children during delivery of early intervention services, including with respect to and as applicable: (iv) illness," and "(vi) delivery of services in physical environments that protects the health and safety of children during service delivery."

**All or some of the following review processes were used to assess this indicator:**

- Interviews conducted with provider/agency staff.
- Interviews conducted with parents.
- Review of individual child records.
- Review of other documentation including training materials, contracts, memos, personnel files, data system records, etc.
- Direct observation.
- Review of written policy.

**Review Results**

Regulation Finding

**The following review process(es) indicated that the provider was not in compliance with PHL, regulations, and Department guidance:**

- Written policy did not describe a process to address unsafe conditions encountered in the home environment. Specifically, the provider's written policies did not indicate:
  - Procedures to address unsafe conditions encountered in the home environment that
  - would pose harm to children.
  - That the provider will observe the setting to ensure that safe conditions exist for each therapy session.

Attachment F  
Sample Monitoring Report

**The provider is required to develop, and submit for approval, a CAP which addresses the issues cited above and ensures compliance with PHL, regulations, and Department guidance.**

Providers must have procedures in place to address unsafe conditions encountered in the family's home environment that would pose harm to children during service delivery. These procedures must involve taking immediate actions to address unsafe conditions in the home including parent education, notifying the Early Intervention Official (EIO) and/or service coordinator, and recommending, if appropriate, an alternate service location to the parent and/or EIO. Additionally, if a provider observes or suspects child abuse or maltreatment, the provider should call an appropriate authority, including the SCR, local child protective services, Early Intervention Official/Designee, the child's EI service coordinator, and/or an EI supervisor. The provider's written policy should describe procedures to address unsafe conditions in the home environment, and to ensure safety for each service session.

For additional information on health and safety, please refer to: Early Intervention Program Guidance Document, "Health and Safety Standards For The Early Intervention Program And Frequently Asked Questions, Revised - February 2010."

**Attachment G**  
**Sample Protocols for Clinical Record Review (Autism/PDD)**

Multidisciplinary Evaluation and Early Intervention Process			
<i>Topic/ Section</i>	<i>Draft indicator</i>	<i>Type of Assessment Response</i>	<i>Criteria for Assessment of Indicator</i>
MDE	Information in the MDE confirmed eligibility for EI services.	Y/N	1. MDE information was sufficient to meet NYS DOH eligibility criteria for EI, according to regulation.
MDE	The child's MDE determined eligibility based upon a diagnosed condition with high probability of DD.	list/drop-down menu	1. Determined by diagnosis as listed on MDE Summary Form
MDE	If yes, list diagnosis code	Y/N	Instruction: List code as listed on MDE Summary Form
MDE	If yes, support documentation for the diagnoses was included in the MDE.	Y/N	1. Statement of diagnosis by appropriate qualified person, within sufficient regency.
MDE	The child's MDE determined eligibility based upon a developmental delay.	Y/N	1. Total information in the child's record, including evaluations, session notes, and progress notes confirm the diagnosis.
MDE	The child's record supports/confirms the MDE diagnosis.	Y/N	1. Totality of information recorded in the child's record (IFSPs, session notes, progress notes, evaluation) confirms the original MDE eligibility information.
MDE	Findings from current examinations, evaluations or assessments were used to augment the MDE.	Y/N	Instruction: List discipline of person completing examination/ evaluation/ assessment.
MDE	The assessment instruments are appropriate.	Y/N	1. Evaluation & assessment instruments are appropriate for the chronological and/or developmental age of the child.
MDE	All developmental domains were assessed, as appropriate.	Y/N	1. Developmental areas assessed include cognitive, physical (including vision and hearing), communication, social/emotional, and adaptive development.
MDE	The professionals comprising the evaluation team were appropriate for this child.	Y/N	1. Two differently qualified professionals. 2. One member of team is specialist in area of suspected disability. 3. One member of team has expertise and training in family assessment methods (if parent chooses to participate)
MDE	The primary language spoken in the Child's home was English.	Y/N	

**Attachment G**  
**Sample Protocols for Clinical Record Review (Autism/PDD)**

Multidisciplinary Evaluation and Early Intervention Process			
<i>Topic/ Section</i>	<i>Draft indicator</i>	<i>Type of Assessment Response</i>	<i>Criteria for Assessment of Indicator</i>
MDE	If no, the primary language spoken in the child's home.	List language or drop-down menu	
MDE	If no, The evaluation was conducted by a bilingual professional fluent in the primary language.	Y/N	
MDE	If no, the evaluation was conducted by a trained interpreter fluent in the primary language.	Y/N	
MDE	If no, the evaluation was conducted by an interpreter fluent in the primary language.	Y/N	
MDE	Information in the child's record indicates that cultural considerations or linguistic variation were a significant factor.	Y/N	1. Information in the record indicates that multilingualism, cultural environments, regional/social/cultural linguistic variations, or linguistic dialects were factors that should have been considered while performing the MDE.
MDE	If yes, the MDE documented appropriate consideration of cultural or linguistic variation in the assessment process.	Y/N	1. Record indicates that multilingualism, cultural environments, regional/social/cultural linguistic variations or linguistic dialects were factor(s) that were taken into consideration while evaluating the child. Or 2. Record does not show that the above d
Service Provision	The child had significant behavioral problems that interfered with learning and/or other life activities.	Y/N	
Service Provision	If yes, a functional approach to behavioral problems was evident in the record.	Y/N	1. The child's behaviors were systematically analyzed and appropriate measures were planned.
Service Provision	If yes, a behavioral intervention plan was available in the child's record.	Y/N	1. Trained, qualified personnel developed the plan. 2. The plan was specific for the individual child. 3. The child's behaviors were systematically analyzed and appropriate measures were planned.
Service Provision	Adequate follow-through of the behavioral intervention plan was evident in the child's record.	Y/N	1. All appropriate service providers's evidenced use/follow-through of BIP. 2. Assessment of the success of the BIP was evident.

**Attachment G**  
**Sample Protocols for Clinical Record Review (Autism/PDD)**

Multidisciplinary Evaluation and Early Intervention Process			
<i>Topic/ Section</i>	<i>Draft indicator</i>	<i>Type of Assessment Response</i>	<i>Criteria for Assessment of Indicator</i>
Service Provision	The child's record documents efforts at family centered service delivery	Y/N	1. Documentation that provider(s) elicit and are responsive to family needs priorities and concerns.
Service Provision	Parents/caregivers receive training and education.	Y/N	1. Documentation that parents/caregivers receive training and education on an as-needs and/or regular basis.
Service Provision	The child is receiving/has received ABA (Intensive Behavioral/Educational Intervention) services.	Y/N	
Service Provision	If yes, the documentation showed the ABA services used appropriate strategies.	Y/N	1. Systematic use of behavioral teaching techniques and intervention procedures. 2. Intensive direct, (one-to-one) instruction by the therapist. 3. Extensive parent training and support so that parents can provide additional hours of intervention.
Service Provision	The child's services used appropriate treatment models.	Scale (strongly agree, agree, disagree, strongly disagree)	1. The child's services, as documented in the record, appear to have utilized appropriate treatment models, as evidenced by the totality of the record.
Service Provision	The child's services are/were carried out using evidence-based practices. .	Scale (strongly agree, agree, disagree, strongly disagree)	1. The child's services, as documented in the record, appear to have been carried out using evidence-based practices, as documented in the totality of the record.
Service Provision	If primary language spoken in the home is other than English, services are provided in that language.	Scale (strongly agree, agree, disagree, strongly disagree)	
IFSP	The types of child/family interventions as listed on the initial IFSP appear congruent with the initial MDE and status of the child.	Scale (strongly agree, agree, disagree, strongly disagree)	1. Service types appear generally appropriate for a child with this MDE profile and status, and tailored to child/family needs and priorities.
IFSP	The frequencies of child/family interventions as listed on the initial IFSP appear congruent with the initial MDE and status of the child.	Scale (strongly agree, agree, disagree, strongly disagree)	1. Service frequencies appear generally appropriate for a child with this MDE profile and status, and tailored to child/family needs and priorities.
Medical	The child carried a medical diagnosis/medical diagnoses in addition to any medical diagnosis on the MDE	List	

**Attachment G**  
**Sample Protocols for Clinical Record Review (Autism/PDD)**

Multidisciplinary Evaluation and Early Intervention Process			
<i>Topic/ Section</i>	<i>Draft indicator</i>	<i>Type of Assessment Response</i>	<i>Criteria for Assessment of Indicator</i>
	summary form.		
Medical	Medication was prescribed and used by the child, in relation to the child's disability.	Y/N	
Medical	If yes, list the medication(s)	List	
General	If child is diagnosed with PDD, child's age in months, at time of diagnosis, if known.	List age in months, or unknown	
General	The child has received intervention(s) outside of EIP:	Y/N/Can't tell	
General	If yes, list other intervention received, if available	List other intervention received	
General	The child's record reviewed was determined to be complete, when compared to NYS DOH record of billing.	Y/N	

**Attachment H**

Sample Data Collection Tool - Clinical Record Review (Autism/PPD)

Key: NA = Not Applicable ND=No Documentation

<b>Topic/ Section</b>	<b>Draft indicator</b>	<b>Type of Assessment Response</b>	<b>Choice Fields</b>	<b>Instruction for assessment</b>	<b>REVIEWER ANSWERS/NOTES</b>
1. REFERRAL	CHILD'S REFERRAL DATE	<input type="checkbox"/> DATE OR <input type="checkbox"/> ND			
2. REFERRAL	REASON FOR REFERRAL	DROP-DOWN=  IF OTHER:	A. AUTISM CONFIRMED B. AUTISM SUSPECTED C. PDD CONFIRMED D. PDD SUSPECTED E. OTHER _____ F. ND		
3. REFERRAL	PERSON MAKING REFERRAL	DROP-DOWN =  IF PROFESSIONAL; IF OTHER:	A. PARENT B. PROFESSIONAL: ____ C. OTHER: ____ D. ND	LIST INDIVIDUAL'S JOB, DISCIPLINE OR DEGREE IF KNOWN.	
4. REFERRAL	QUALIFICATIONS OF DIAGNOSING PROFESSIONAL	<input type="checkbox"/> LIST:  <input type="checkbox"/> ND <input type="checkbox"/> NA		LIST INDIVIDUAL'S JOB, DISCIPLINE OR DEGREE IF KNOWN.	
5. REFERRAL	PROFESSIONAL DIAGNOSIS DOCUMENTATION	DROP-DOWN =  IF OTHER:	A. PHYSICIAN RX B. PHYSICAL EXAM C. EXTERNAL EVALUATION REPORT D. OTHER _____ E. ND F. NA		
6. MDE	Date of MDE	DATE:  <input type="checkbox"/> ND		IF MDE TAKES PLACE OVER MULTIPLE DAYS, ENTER LAST DATE.	
7. MDE	Information in the MDE confirmed eligibility for EI services.	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> OTHER, EXPLAIN		MDE information was sufficient to meet NYS DOH eligibility criteria for EI, according to regulation.	
8. MDE	ELIGIBILITY BASIS	DROP-DOWN =	A. DIAGNOSED CONDITION WITH HIGH PROBABILITY OF DEVELOPMENTAL DELAY B. DEVELOPMENTAL DELAY C. Other _____ D. ND		
9. MDE	ALL DIAGNOSIS CODE(S) LISTED ON MDE SUMMARY FORM.	DROP-DOWN =	A. AUTISM E. PDD C. OTHER _____ D. ND	NOTE: LIST ALL DIAGNOSIS CODES	

**Attachment H**

Sample Data Collection Tool - Clinical Record Review (Autism/PPD)

Key: NA = Not Applicable ND=No Documentation

<b>Topic/ Section</b>	<b>Draft indicator</b>	<b>Type of Assessment Response</b>	<b>Choice Fields</b>	<b>Instruction for assessment</b>	<b>REVIEWER ANSWERS/NOTES</b>
10. MDE	INFORMATION IN MDE CONFIRMED DIAGNOSIS	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA, EXPLAIN <input type="checkbox"/> ND <input type="checkbox"/> OTHER, EXPLAIN		Totality of information in the child's multi-disciplinary evaluations indicates a diagnosis of autism or PDD or confirms the presence of delay	
11. MDE	Findings from additional outside examinations, evaluations, or assessments (not EI reimbursed) were used to augment the MDE.	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA, EXPLAIN <input type="checkbox"/> OTHER, EXPLAIN		LIST DATE AND DISCIPLINE OF PERSON COMPLETING EXAM/EVAL/ASSESSMENT; NOTE IF DOCUMENTATION IS IN FILE..	
12. MDE	IS ENGLISH THE ONLY LANGUAGE SPOKEN IN THE HOME?	<input type="checkbox"/> YES <input type="checkbox"/> NOT EXPLICITLY STATED <input type="checkbox"/> NO		IF NO LANGUAGE INFORMATION, MARK NOT EXPLICITLY STATED.	
13. MDE	IF ENGLISH IS NOT THE ONLY LANGUAGE SPOKEN IN THE HOME, list the language(s) spoken in the child's home	LIST:			
14. MDE	WAS LANGUAGE DOMINANCE ASSESSED?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NA <input type="checkbox"/> ND <input type="checkbox"/> OTHER, EXPLAIN			
15. MDE	If other than English, the evaluation was conducted by a bilingual professional fluent in the child's primary language.	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> ND <input type="checkbox"/> NA		IF CHILD'S LANGUAGE DOMINANCE WAS OTHER THAN ENGLISH	
16. MDE	The profession type of the bilingual professional fluent in the child's primary language.	LIST:			
17. MDE	If no, an interpreter fluent in the child's primary language was present at the evaluation	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> ND <input type="checkbox"/> NA			
18. MDE	The interpreter assisted the following professional(s).	LIST:			
19. MDE	If the family's language was other than English, was the evaluation report summary translated into their primary language?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> ND <input type="checkbox"/> NA			

**Attachment H**

Sample Data Collection Tool - Clinical Record Review (Autism/PPD)

Key: NA = Not Applicable ND=No Documentation

<b>Topic/ Section</b>	<b>Draft indicator</b>	<b>Type of Assessment Response</b>	<b>Choice Fields</b>	<b>Instruction for assessment</b>	<b>REVIEWER ANSWERS/NOTES</b>
20. MDE	Information in the child's record indicates that cultural considerations or linguistic variation should be considered while performing the evaluation.	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> ND <input type="checkbox"/> NA		Record indicates significant multilingualism, cultural environments, regional/social/cultural linguistic variations, or linguistic dialects were factors that should have been considered while performing the MDE.	
21. MDE	If yes, the MDE documented appropriate consideration of cultural or linguistic variation in the assessment process.	<input type="checkbox"/> YES: EXPLAIN <input type="checkbox"/> NO <input type="checkbox"/> ND <input type="checkbox"/> NA		Record indicates that multilingualism, cultural environments, regional/social/cultural linguistic variations or linguistic dialects were factor(s) that were taken into consideration while evaluating the child. <u>If yes, note the accommodations taken.</u>	
22. MDE	Was a family assessment completed?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> FAMILY REFUSED <input type="checkbox"/> ND <input type="checkbox"/> NA			
23. IFSP OR PROGRESS NOTES	The child was diagnosed with autism or PDD at a supplemental evaluation conducted after the child's initial IFSP.	<input type="checkbox"/> NO <input type="checkbox"/> YES, LIST DATE: PROFESSIONAL: <input type="checkbox"/> NA <input type="checkbox"/> ND		If yes, enter date of supplemental evaluation which resulted in a documented diagnosis of autism or PDD. If yes, note the qualifications of the professional who conducted the supplemental evaluation.	
24. IFSP OR PROGRESS NOTES	If the child was diagnosed with autism or PDD at a supplemental evaluation, why was the supplemental evaluation initiated?	DROP-DOWN LIST:	A. supplemental authorized in the initial IFSP, B. IFSP amended prior to 6 month review to add supplemental evaluation; C. IFSP amended at 6 month review; IFSP amended at annual evaluation, D. other (with text field), E. ND F. NA		
25. IFSP OR PROGRESS NOTES	If the child was diagnosed with autism or PDD at a supplemental evaluation, who initiated the evaluation?	DROP-DOWN LIST:	A. parent request, B. professional recommendation :----- C. other (with text field), D. ND E. NA		
26. IFSP OR PROGRESS NOTES	Date of request for supplemental evaluation	DATE OF REQUEST:	.	Enter date of request for supplemental evaluation, if provided	

**Attachment H**

Sample Data Collection Tool - Clinical Record Review (Autism/PPD)

Key: NA = Not Applicable ND=No Documentation

<b>Topic/ Section</b>	<b>Draft indicator</b>	<b>Type of Assessment Response</b>	<b>Choice Fields</b>	<b>Instruction for assessment</b>	<b>REVIEWER ANSWERS/NOTES</b>
27. MEDICAL	The child's record indicates one or more medical diagnoses in addition to any medical diagnosis on the MDE summary form other than autism or PDD.	<input type="checkbox"/> NO <input type="checkbox"/> YES, LIST:			
28. MEDICAL	Medication was prescribed and used by the child, in relation to the child's medical condition.	<input type="checkbox"/> YES, LIST:  <input type="checkbox"/> NO <input type="checkbox"/> ND <input type="checkbox"/> NA		If yes, list medications.	
29. MEDICAL	Medication was prescribed and used by the child, in relation to the child's autism or PDD disorder.	<input type="checkbox"/> YES, LIST:  <input type="checkbox"/> NO <input type="checkbox"/> ND <input type="checkbox"/> NA			
30. GENERAL	If child is diagnosed with autism or PDD, child's age in months, at time of diagnosis, if known.	<input type="checkbox"/> YES, LIST AGE IN MONTHS: <input type="checkbox"/> ND <input type="checkbox"/> NA		List age in months, or unknown	
31. GENERAL	The child has received intervention(s) outside of EIP (i.e., services related to their disability not paid for by EI).	<input type="checkbox"/> NO <input type="checkbox"/> YES, LIST: <input type="checkbox"/> ND <input type="checkbox"/> NA		IF YES: Open text field to enter interventions received. Include alternative therapies, such as special diets, vitamins, immunotherapy, chelation, etc.	
32. GENERAL	The totality of the child's record supports/confirms the reason for eligibility on the MDE.	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> ND, EXPLAIN <input type="checkbox"/> NA, EXPLAIN		Totality of information recorded in the child's record (IFSPs, progress notes, evaluations) confirms the original MDE eligibility information.	
33. GENERAL	The totality of the child's record supports/confirms the diagnosis of autism or PDD.	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> ND, EXPLAIN <input type="checkbox"/> NA, EXPLAIN		Totality of information recorded in the child's record (IFSPs, progress notes, evaluations) confirms the diagnosis of autism or PDD.	
34. GENERAL	EI STATE ID OF PROVIDER PERFORMING MDE	<input type="checkbox"/> ND <input type="checkbox"/> LIST STATE ID:			
35. GENERAL	MUNICIPALITY OF RESIDENCE FOR CHILD'S MDE	<input type="checkbox"/> ND <input type="checkbox"/> LIST MUNICIPALITY:			
NEW MDE	LIST OF QP PARTICIPATING IN MDE.	LIST USING QP KEY FROM MDE FORM ON THIS TOOL.  LIST C=CORE S=SUPPLEMENTAL		LIST ALL QP INVOLVED IN MDE, AND WHETHER THEY PARTICIPATED IN CORE OR SUPPLEMENTAL	

**Attachment H**

Sample Data Collection Tool - Clinical Record Review (Autism/PPD)

Key: NA = Not Applicable ND=No Documentation

<b>INITIAL IFSP</b>	SERVICE TYPES ARE ADEQUATE : <input type="checkbox"/> YES <input type="checkbox"/> NO, EXPLAIN		SERVICE FREQUENCIES ARE ADEQUATE: <input type="checkbox"/> YES <input type="checkbox"/> NO, EXPLAIN		
INTERVENTION STRATEGIES TO BE USED (i.e. ABA, Floortime, etc.) <input type="checkbox"/> none noted <input type="checkbox"/> yes, LIST:	OUTCOMES ARE LISTED <input type="checkbox"/> Y <input type="checkbox"/> N  <input type="checkbox"/> OTHER, EXPLAIN:		DATA TO MEASURE OUTCOMES ARE LISTED (i.e. x% change or defined quantitative measures): <input type="checkbox"/> NO <input type="checkbox"/> YES, HOW ARE THEY NOTED:  <input type="checkbox"/> OTHER, EXPLAIN:		
<b>SERVICE TYPE</b> SC, SI, SLP, OT, PT, PSY, SW, AUD, AT, MED, NSG, NUT, VI, FT, FC, PSG  OTHER: (LIST)	<b>METHOD</b> B = BASIC E = EXTENDED FB = FB INDIVIDUAL PCG= PARENT CHILD GROUP BG= BASIC GROUP DEV. EG= ENHANCED GROUP DEV BG1 = BGRP WITH 1-1 AIDE EG1 = EGRP WITH 1-1 AIDE FSG = FAMILY SUPPORT GROUP NA = NOT AVAILABLE	<b>DURATION</b> ENTER # OF MINUTES IF NOTED (e.g. '45') OR NA = NOT AVAILABLE	<b>FREQUENCY</b> DAY WK = WEEK MO = MONTH 2 MO 3 MO 6 MO NA = NOT AVAILABLE	<b>COMMENTS</b>	
1A	1B	1C	1D	1E	
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

**Attachment H**

Sample Data Collection Tool - Clinical Record Review (Autism/PPD)

Key: NA = Not Applicable      ND=No Documentation

<b>6 MONTH IFSP</b>	SERVICE TYPES ARE ADEQUATE : [ [ ] YES [ ] NO, EXPLAIN		SERVICE FREQUENCIES ARE ADEQUATE: [ ] YES [ ] NO, EXPLAIN	
INTERVENTION STRATEGIES TO BE USED (i.e. ABA, Floortime, etc.) [ ] none noted [ ] yes, LIST:	OUTCOMES ARE LISTED [ ] Y [ ] N [ ] OTHER, EXPLAIN:		DATA TO MEASURE OUTCOMES ARE LISTED (i.e. x% change or defined quantitative measures): [ ] NO [ ] YES, HOW ARE THEY NOTED: [ ] OTHER, EXPLAIN:	
<b>SERVICE TYPE</b> SC, SI, SLP, OT, PT, PSY, SW, AUD, AT, MED, NSG, NUT, VI, FT, FC, PSG  OTHER: (LIST)	<b>METHOD</b> B = BASIC E = EXTENDED FB = FB INDIVIDUAL PCG= PARENT CHILD GROUP BG= BASIC GROUP DEV. EG= ENHANCED GROUP DEV BG1 = BGRP WITH 1-1 AIDE EG1 = EGRP WITH 1-1 AIDE FSG = FAMILY SUPPORT GROUP NA = NOT AVAILABLE	<b>DURATION</b> ENTER # OF MINUTES IF NOTED (e.g. '45') OR NA = NOT AVAILABLE	<b>FREQUENCY</b> DAY WK = WEEK MO = MONTH 2 MO 3 MO 6 MO NA = NOT AVAILABLE	<b>COMMENTS</b>
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**Attachment H**

Sample Data Collection Tool - Clinical Record Review (Autism/PPD)

Key: NA = Not Applicable ND=No Documentation

<b>12 MONTH IFSP</b>	SERVICE TYPES ARE ADEQUATE : [ <input type="checkbox"/> YES <input type="checkbox"/> NO, EXPLAIN		SERVICE FREQUENCIES ARE ADEQUATE: [ <input type="checkbox"/> YES <input type="checkbox"/> NO, EXPLAIN	
	INTERVENTION STRATEGIES TO BE USED (i.e. ABA, Floortime, etc.) [ <input type="checkbox"/> none noted [ <input type="checkbox"/> yes, LIST:		OUTCOMES ARE LISTED [ <input type="checkbox"/> Y [ <input type="checkbox"/> N [ <input type="checkbox"/> OTHER, EXPLAIN:	
DATA TO MEASURE OUTCOMES ARE LISTED (i.e. x% change or defined quantitative measures): [ <input type="checkbox"/> NO [ <input type="checkbox"/> YES, HOW ARE THEY NOTED: [ <input type="checkbox"/> OTHER, EXPLAIN:				
<b>SERVICE TYPE</b> SC, SI, SLP, OT, PT, PSY, SW, AUD, AT, MED, NSG, NUT, VI, FT, FC, PSG  OTHER: (LIST)	<b>METHOD</b> B = BASIC E = EXTENDED FB = FB INDIVIDUAL PCG= PARENT CHILD GROUP BG= BASIC GROUP DEV. EG= ENHANCED GROUP DEV BG1 = BGRP WITH 1-1 AIDE EG1 = EGRP WITH 1-1 AIDE FSG = FAMILY SUPPORT GROUP NA = NOT AVAILABLE	<b>DURATION</b> ENTER # OF MINUTES IF NOTED (e.g. '45') OR NA = NOT AVAILABLE	<b>FREQUENCY</b> DAY WK = WEEK MO = MONTH 2 MO 3 MO 6 MO NA = NOT AVAILABLE	<b>COMMENTS</b>
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**Attachment H**

**Sample Data Collection Tool - Clinical Record Review (Autism/PDD)**

Key: NA = Not Applicable      ND=No Documentation

MDE ASSESSMENTS	<b>KEY: TYPE OF ASSESSMENT</b> ST=STANDARDIZED TEST CR= CRITERION REFERENCED PR= PARENT REPORT OBS=CLINICAL OBSERVATION NO=STATED IN RECORD, NOT SUPPORTED NA= OTHER			<b>KEY: DEVELOPMENTAL DOMAIN</b> COG = COGNITIVE COM = COMMUNICATION SOC = SOCIAL/EMOTIONAL AD = ADAPTIVE PH = PHYSICAL VI = VISION HR = HEARING		<b>KEY: QUALIFIED PERSONNEL</b> SE= Special Educator      RN = Registered Nurse SLP = Speech/ Language Pathologist      PA= Physician Assistant OT= Occupational Therapist      NP= Nurse Practitioner PT = Physical Therapist      LPN= Licensed Practical Nurse LPSY= Licensed Psychologist      CD=Certified Dietician SPSY= School Psychologist      CN=Certified Nutritionist PHY = Physician      RD = Registered Dietitian AUD= Audiologist      LV= Certified Low Vision Specialist SW= Social Worker Rehabilitation OTHER= LIST:      VRT= Certified Vision Specialist OM = Orientation and Mobility				
	NAME OF ASSESSMENT INSTRUMENT OR METHOD  USE KEY: TYPE OF ASSESSMENT	TYPE OF ASSESS.	AGE APPROP  Y/N/NA	PROFESSIONAL USE KEY: QUALIFIED PERSONNEL Or CD=can't discern	QP APPROP FOR ASSESSMENT? Y/N	DEVEL. DOMAIN  USE KEY: DEVEL. DOMAIN	ALL SCORES AND TYPE OF SCORES (E.G. scaled scores, standardized scores, t-scores, raw scores) or NA	AGE LEVEL  List age equiv. or NA	% DELAY  List % delay or NA	DATE ADMIN-ISTERED
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16										

**Attachment H**

**Sample Data Collection Tool - Clinical Record Review (Autism/PDD)**

Key: NA = Not Applicable ND=No Documentation

**Additional Comments:**

Attachment I  
Transmittal Letter

**Enclose this letter with the Technical Proposal**

I attest to the following bid requirements:

The bidding entity has a minimum of ten years' experience in quality improvement and utilization review, and has experience with:

- coordination and support of a statewide quality improvement program
- review of professional credentials and qualifications
- NYS contracting and funding procedures.

The bidding entity has a minimum of five years of expertise in quality improvement and utilization review.

**Circle one:    Yes        No**

---

The bidding entity has the ability to develop, modify and manage an electronic data system that will be used to analyze and report monitoring data; can demonstrate the ability to hire or subcontract on a statewide basis with qualified personnel to conduct the activities outlined in the RFP.

**Circle one:    Yes        No**

---

Does the bidding entity or its proposed subcontractors have a business relationship(s) and / or ownership interest that may represent a potential conflict of interest for the bidder as described by the Conflict of Interest specifications of Section C.1. of the RFP?

**Circle one:    Yes        No**

---

If yes, please attach to this transmittal letter a description of all such relationships with a brief narrative of how the potential conflict of interest and / or the disclosure of confidential information relating to this contract will be avoided.

*\*Answering yes to the above question will not automatically disqualify the bidder. Each business relationship detailed will be reviewed to determine if a conflict of interest exists that would prohibit the Department from awarding the contract to the bidder.*

Name of Bidder <i>(Legal name as it would appear on a contract)</i>	
<b>Person authorized to obligate this firm in matters regarding this proposal or the resulting contract:</b>	
Printed Name <i>(First, Last)</i> :	Title:
Telephone number:	Fax number:
E-mail:	
<b>(CORPORATIONS) Name/Title of person authorized by the Board of Directors to sign this proposal on behalf of the Board:</b>	
Printed Name <i>(First, Last)</i> :	Title:
<b>Signature of Bidder or Authorized Representative</b>	Date:

**NEW YORK STATE DEPARTMENT OF HEALTH**

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

Attachment K  
Technical Proposal Work Plan

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

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

[Copy for extra pages]

Deliverable	Activities to Meet Deliverable	Person(s) Responsible	Timeline for Completion

**NEW YORK STATE DEPARTMENT OF HEALTH**

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

**Attachment M**  
**EI Cost Proposal Bid Detail Sheet**

**INSTRUCTIONS:**

Complete this chart to calculate the total price for the five year contract period. The price must be inclusive of all costs to the Department.

- \* The total number of activities by Type is provided for proposal evaluation purposes only. The total number of completed encounters and reviews completed may vary from these estimates.
- \*\* Payment will be based on the actual number of encounters and reviews completed under the contract. Reviews will be paid 100% of the total payment when the monitoring CAP response is completed to the satisfaction of the Department.
- \*\*\* The total number of hours required to modify and maintain the Monitoring Application is provided for proposal evaluation purposes only. The total number of hours completed may vary from these estimates. Payment will be based on actual number of hours completed under the contract.
- \*\*\*\* The Administrative Services price, as described in section III (A)(2) of this RFP, may not exceed ten percent of the grand total five year bid price.

**ATTESTATION:**

I, \_\_\_\_\_, for and on behalf of the Bidder organization(s), signify that the following information is true and accurate to the best of my knowledge and that the Bidder organization(s) agrees to abide by the terms of the approved proposal and is fully able and willing to carry out the deliverables contained herein. The prices presented in this proposal shall remain in effect for 270 days from the last day to submit a proposal.

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

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

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

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

**Attachment M**  
**EI Cost Proposal Bid Detail Sheet**

A	B	C	D	E	F	G	H	I
		YEARS 1, 2 and 3 of Contract			YEARS 4 and 5 of Contract			
CONTRACT DELIVERABLES	# of Reviews Each Year of the 5-Year Contract *	Price per Type of Review for first 3 Years of Contract	Multiply	Price of Reviews for first 3 Years of Contract** ( B x C x D = E )	Price per Type of Review for Years 4 and 5 of Contract	Multiply	Price of Reviews for Years 4 and 5 of Contract** ( B x F x G = H )	TOTALS 5-Year Prices for Contract Deliverables ( E + H = I )
<b>Comprehensive Reviews for Regulation Compliance</b> (including CAP reviews)								
<b>Agency Reviews</b> (including municipalities)	42	\$	x 3	\$	\$	x 2	\$	
<i>Individual Reviews</i>	100	\$	x 3	\$	\$	x 2	\$	
<b>Verification Reviews</b>	200	\$	x 3	\$	\$	x 2	\$	
<b>Clinical Record Reviews</b>	10	\$	x 3	\$	\$	x 2	\$	
<b>Investigative Reviews</b> (including CAP reviews)	2	\$	x 3	\$	\$	x 2	\$	
<b>Quality of Service Reviews – Agencies</b> , including municipalities. (including CAP reviews)								
<i>Child Find</i>	12							
<i>Service Coordination</i>	111							
<i>Evaluation</i>	80							
<i>General Services</i>	50							
<b>Quality of Service Reviews - Individuals</b> (including CAP reviews)								
<i>Service Coordination</i>	100							
<i>Evaluation</i>	100							
<i>General Services</i>	100							
<b>Subtotal Reviews</b>				\$			\$	\$

**Attachment M**  
**EI Cost Proposal Bid Detail Sheet**

A	B	C	D	E	F	G	H	I	
	<b># of Hours Each Year of the 5-Year Contract***</b>	<b>Price Per Hour</b>		<b>Price of Data System for first 3 Years of Contract (B x C x D = E)</b>	<b>Price Per Hour</b>		<b>Price of Data System for Years 4 and 5 of Contract (F x G = H)</b>		
<b>Modify Monitoring Application</b>	120	\$	x 3	\$	\$	x 2	\$		
<b>Maintain Monitoring Application &amp; House Data</b>	120	\$	x 3	\$	\$	x 2	\$		
<b>Subtotal Monitoring Application &amp; Data</b>				\$			\$	\$	
		<b>Price Per Year</b>		<b>Admin Services Price for first 3 Years of Contract (C x D = E)</b>	<b>Price Per Year</b>		<b>Admin Services Price for Years 4 and 5 of Contract (F x G = H)</b>	<b>Admin Service Price May not exceed 10% of Grand Total</b>	
<b>Administrative Services ***</b>		\$	x 3	\$	\$	x 2	\$	\$	
<b>TOTAL</b>								<b>G</b>	\$
<b>YEAR BID PRICE</b>								<b>5-</b>	



**Attachment N**  
**NYS Department of Health Lobbying Form**

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)

**B. 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 O**

**NEW YORK STATE  
DEPARTMENT OF HEALTH**

**NO-BID FORM**

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

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

- We do not provide the requested services. Please remove our firm from your mailing list
- We are unable to bid at this time because:

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

- Please retain our firm on your mailing list.

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

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

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

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

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

**Attachment P**

**Vendor Responsibility Attestation**

To comply with the Vendor Responsibility Requirements outlined in Section E, Administrative, 9. 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 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:

M/WBE Form#1: Bidder's M/WBE Utilization Plan

M/WBE Form#2: M/WBE Waiver Request

M/WBE Form#3: QUARTERLY UPDATE - M/WBE CONTRACTOR  
COMPLIANCE & PAYMENT Report

M/WBE Form#4: M/WBE Staffing Plan

M/WBE Form#5: Equal Employment Policy Statement - Sample

M/WBE Form#6: M/WBE Workforce Employment Utilization Report

**New York State Department of Health**

**BIDDER/CONTRACTOR M/WBE UTILIZATION PLAN**

<b>Bidder/Contractor Name:</b>	
<b>Vendor ID:</b>	<b>Telephone No.</b>
<b>RFP/Contract Title:</b>	<b>RFP/Contract No.</b>

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

--

**PROJECTED M/WBE USAGE**

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

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

### M/WBE UTILIZATION WAIVER REQUEST

<b>Bidder/Contractor Name:</b>	
<b>Vendor ID:</b>	<b>Telephone No.</b>
<b>RFP/Contract Title:</b>	<b>RFP/Contract No.</b>

**Explanation why Bidder/Contractor is unable to meet M/WBE goals for this project.:**

---



---



---



---

**Include attachments below to evidence good faith efforts:**

- Attachment A. List of the general circulation, trade and MWBE-oriented publications and dates of publications soliciting for certified MWBE participation as a subcontractor/supplier and copies of such solicitation.
- Attachment B. List of the certified MWBEs appearing in the Empire State Development MWBE directory that were solicited for this contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
- Attachment C. Descriptions of the contract documents/plans/specifications made available to certified MWBEs by the contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified MWBEs.
- Attachment D. Description of the negotiations between the contractor and certified MWBEs for the purposes of complying with the MWBE goals of this contract.
- Attachment E. Identify dates of any pre-bid, pre-award or other meetings attended by contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the contract.
- Attachment F. Other information deemed relevant to the request.

**Section 4: Signature and Contact Information**

By signing and submitting this form, the contractor certifies that a good faith effort has been made to promote MWBE participation pursuant to the MWBE requirements set forth under the contract. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, and a suspension or termination of the contract.

Submitted by : \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_  
Signature

**New York State Department of Health  
 QUARTERLY UPDATE  
 M/WBE CONTRACTOR COMPLIANCE & PAYMENT REPORT**

<b>Contractor Name:</b>	
<b>Contract Title:</b>	<b>Contract No.</b>

**TOTAL PROJECTED M/WBE USAGE (from original M/WBE Utilization Plan)**

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

**ACTUAL M/WBE USAGE\* AS OF \_\_\_\_\_ (insert date)**

	%	Amount
1. Total Dollar Value Completed to date	100	\$
2. MBE Utilization to date		\$
3. WBE Utilization to date		\$
4. M/WBE Combined Utilization to date		\$

\* Report usage from contract start date to quarterly end-date inserted above.

**Explain any deficiencies in attaining M/WBE goals in the space below:**

Submitted by : \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_  
 Signature

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

Check applicable categories:  Project Staff       Consultants  
 Subcontractors

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

Address \_\_\_\_\_

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

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

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

\_\_\_\_\_  
 Date

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

**M/WBE AND EEO POLICY STATEMENT**

I, \_\_\_\_\_, the (awardee/contractor) \_\_\_\_\_ agree to adopt the following policies with respect to the project being developed or services rendered at \_\_\_\_\_

**M/WBE**

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

**EEO**

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

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b) This organization shall state in all solicitation 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 disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized 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 this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

\_\_\_\_\_  
Name & Title

**New York State Department of Health  
WORKFORCE EMPLOYMENT UTILIZATION REPORT**

Check applicable categories:  Project Staff       Consultants  
 Subcontractors

Contractor Name \_\_\_\_\_ Contract # \_\_\_\_\_

Staff Used on Contract for the quarter     /     /     to     /     /    

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

Explain variances from original staffing plan submitted in the space below:

\_\_\_\_\_

(Name and Title)

\_\_\_\_\_

(Signature)

\_\_\_\_\_

Date

**Attachment R  
MISCELLANEOUS / CONSULTANT SERVICES**

STATE AGENCY (Name and Address):

Department of Health  
Corning Tower  
Albany, NY 12237

NYS COMPTROLLER'S NUMBER: C#

ORIGINATING AGENCY GLBU: DOH01  
DEPARTMENT ID: 345XXXX (Use unit ID)

CONTRACTOR (Name and Address):

TYPE OF PROGRAM(S):

CHARITIES REGISTRATION NUMBER:

CONTRACT TERM

FROM:  
TO:

CONTRACTOR HAS ( ) HAS NOT ( ) TIMELY  
FILED WITH THE ATTORNEY GENERAL'S  
CHARITIES BUREAU ALL REQUIRED  
PERIODIC OR ANNUAL WRITTEN REPORTS

FUNDING AMOUNT FOR CONTRACT  
TERM:

FEDERAL TAX IDENTIFICATION NUMBER:

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

NYS VENDOR IDENTIFICATION NUMBER:

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

MUNICIPALITY NO. (if applicable)

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

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

**BID OPENING DATE:**

**APPENDICES ATTACHED AND PART OF THIS AGREEMENT**

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

- X APPENDIX A Standard Clauses as required by the Attorney General for all State Contracts.
- X APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)
- \_\_\_ APPENDIX Q Modification of Standard Department of Health Contract Language
- X STATE OF NEW YORK AGREEMENT
- X APPENDIX D General Specifications
- X APPENDIX B Request For Proposal (RFP)
- X APPENDIX C Proposal
- X APPENDIX E-1 Proof of Workers' Compensation Coverage
- X APPENDIX E-2 Proof of Disability Insurance Coverage
- X APPENDIX H Federal Health Insurance Portability and Accountability Act Business Associate Agreement
- X APPENDIX G Notices
- X APPENDIX M Participation by Minority Group Members and Women with respect to State Contracts: Requirements and Procedures

Contract No.: C#

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: \_\_\_\_\_

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

TABLE OF CONTENTS

	<b>Page</b>
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	4-5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with New York State Information Security Breach and Notification Act	6
23. Compliance with Consultant Disclosure Law	6
24. Procurement Lobbying	6
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7

## **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, licensor, 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 State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments 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). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issues under such centralized contract.

**4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the

Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment 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. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of 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) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to 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 the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

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

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition,

replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. 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

Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (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  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwbcertification@esd.ny.gov](mailto:mwbcertification@esd.ny.gov)  
<http://esd.ny.gov/MWBE/directorySearch.html>

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

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

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

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York

State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

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

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** 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).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX**

**BY CERTAIN STATE CONTRACTORS, AFFILIATES  
AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

GLBU: DOH01  
APPENDIX X

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

Contractor: \_\_\_\_\_

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

BSC Unit ID: 345<XXXX>

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.

Additionally, Contractor certifies that it is not included on the prohibited entities list published at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> as a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York. Under the Act, the Commissioner of the Office of General Services (OGS) has developed a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Contractor (or any assignee) also certifies that it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

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

\$ \_\_\_\_\_  
(Value before amendment)

From \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_.  
(Initial start date)

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

\$ \_\_\_\_\_

From \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_.

This will result in new contract terms of:

\$ \_\_\_\_\_  
(All years thus far combined)

From \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_.  
(Initial start date) (Amendment end date)

Signature Page for:

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

Contractor: \_\_\_\_\_

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

BSC Unit ID: 345<XXXX>

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

STATE OF NEW YORK  
AGREEMENT

This AGREEMENT is hereby made by and between the State of New York Department of Health (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 to one of the following addresses:

- 3. Preferred Method: Email a .pdf copy of your signed voucher to the BSC at: [DOHaccountspayable@ogs.ny.gov](mailto:DOHaccountspayable@ogs.ny.gov) with a subject field as follows:

Subject: <<Unit ID: 345XXXX>> <<Contract #>>

(Note: **do not** send a paper copy in addition to your emailed voucher.)

4. Alternate Method: Mail vouchers to BSC at the following U.S. postal address:

**NYS Department of Health  
Unit ID 345<<xxxx>>  
PO Box 2093  
Albany, NY 12220-0093**

- 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 [helpdesk@sfs.ny.gov](mailto:helpdesk@sfs.ny.gov) or by telephone at 1-855-233-8363. 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/vendors/vendorguide/guide.htm>.

III. Term of Contract

- A. Upon approval of the Office of the State Comptroller, this AGREEMENT shall be effective for the term as specified on the cover page.
- B. This Agreement may be terminated by mutual written agreement of the contracting parties.
- C. This Agreement may be terminated by the Department for cause upon the failure of the Contractor to comply with the terms and conditions of this Agreement, including the attachments hereto, provided that the Department shall give the contractor written notice via registered or certified mail, return receipt requested, or shall deliver same by hand-receiving Contractor's receipt therefor, such written notice to specify the Contractor's failure and the termination of this Agreement. Termination shall be effective ten (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

#### V. Indemnification

- A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.
  
- B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claims, demand or application to or for any right based upon any different status.

**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 specifications, 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, e-mail, 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 shall 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 allowance 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 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. 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 for use 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.
- N. Date/Time Warranty
  - 1. Definitions: For the purposes of this warranty, the following definitions apply:

"Product" shall include, without limitation: when solicited from a vendor in a State government entity's contracts, RFPs, IFBs, or mini-bids, 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.

"Third Party Product" shall include product manufactured or developed by a corporate entity independent from the vendor and provided by the 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) 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. Date/Time Warranty Statement

Contractor warrants that Product(s) furnished pursuant to this Contract 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) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g., billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including but not limited to the failure or untimely performance of such services.

This Date/Time Warranty shall survive beyond termination or expiration of this contract through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

- O. No Subcontracting Subcontracting by the contractor shall not be permitted except by prior written approval of the Department of Health. All subcontracts shall contain provisions specifying that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, and that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the AGREEMENT between the STATE and the CONTRACTOR.
- 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. 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. 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.

X. Certification Regarding Debarment and Suspension Regulations of the Department of Health and Human Services, located at Part 76 of Title 45 of the Code of Federal Regulations (CFR), implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities. Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. Executive Order 12689 extends the debarment and suspension policy to procurement activities of the federal government. A person who is debarred or suspended by a federal agency is excluded from federal financial and non-financial assistance and benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

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

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

Instructions for Certification

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

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
  - f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
  - g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of parties Excluded from Federal Procurement and Non-procurement Programs.
  - h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  - i. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily exclude from participation in this transaction by any Federal department agency.
  - b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Y. 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.

Z. 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 15th 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 following address New York State Department of Health, Bureau of Contracts Room -2756, Corning Tower, Albany, NY 12237; and
  - b. The NYS Office of the State Comptroller, Bureau of Contracts, 110 State Street, 11th 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, Albany NY 12239, ATTN: Consultant Reporting.

AA. Provisions Related to New York State Procurement Lobbying Law 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.

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

CC. 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.

DD. On-Going Responsibility

1. General Responsibility Language: The CONTRACTOR shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of Health or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

2. Suspension of Work (for Non-Responsibility) :The Commissioner of Health or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Health or his or her designee issues a written notice authorizing a resumption of performance under the Contract.
3. Termination (for Non-Responsibility) : Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Department of Health officials or staff, the Contract may be terminated by Commissioner of Health or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of Health or his or her designee to be non-responsible. In such event, the Commissioner of Health or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

EE. Provisions Related to Iran Divestment Act As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) has developed a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list has been posted on the OGS website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

By entering into this Contract, CONTRACTOR (or any assignee) certifies that it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list. Additionally, CONTRACTOR agrees that should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. CONTRACTOR also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before the New York State Department of Health may approve a request for Assignment of Contract.

During the term of the Contract, should New York State Department of Health receive information that a person is in violation of the above referenced certification, New York State Department of Health will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then New York State Department of Health shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the CONTRACTOR in default.

New York State Department of Health reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

## Appendix H

for CONTRACTOR that creates, receives, maintains or transmits individually identifiable health information on behalf of a New York State Department of Health HIPAA-Covered Program

- I. Definitions. For purposes of this Appendix H of this AGREEMENT:
  - A. “Business Associate” shall mean CONTRACTOR.
  - B. “Covered Program” shall mean the STATE.
  - C. Other terms used, but not otherwise defined, in this AGREEMENT shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and implementing regulations, including those at 45 CFR Parts 160 and 164.
- II. Obligations and Activities of Business Associate:
  - A. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this AGREEMENT or as Required By Law.
  - B. Business Associate agrees to use the appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this AGREEMENT and to comply with the security standards for the protection of electronic protected health information in 45 CFR Part 164, Subpart C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this AGREEMENT.
  - C. Business Associate agrees to report to Covered Program as soon as reasonably practicable any use or disclosure of the Protected Health Information not provided for by this AGREEMENT of which it becomes aware. Business Associate also agrees to report to Covered Program any Breach of Unsecured Protected Health Information of which it becomes aware. Such report shall include, to the extent possible:
    1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
    2. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
    3. Any steps individuals should take to protect themselves from potential harm resulting from the breach;
    4. A description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
    5. Contact procedures for Covered Program to ask questions or learn additional information.
  - D. Business Associate agrees, in accordance with 45 CFR § 164.502(e)(1)(ii), to ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such information.
  - E. Business Associate agrees to provide access, at the request of Covered Program, and in the time and manner designated by Covered Program, to Protected Health Information in a Designated Record Set, to Covered Program in order for Covered Program to comply with 45 CFR § 164.524.

- F. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Program directs in order for Covered Program to comply with 45 CFR § 164.526.
  - G. 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; and Business Associate agrees to provide to Covered Program, in time and manner designated by Covered Program, information collected in accordance with this AGREEMENT, to permit Covered Program to comply with 45 CFR § 164.528.
  - H. Business Associate agrees, to the extent the Business Associate is to carry out Covered Program's obligation under 45 CFR Part 164, Subpart E, to comply with the requirements of 45 CFR Part 164, Subpart E that apply to Covered Program in the performance of such obligation.
  - I. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Program available to Covered Program, or to the Secretary of the federal Department of Health and Human Services, in a time and manner designated by Covered Program or the Secretary, for purposes of the Secretary determining Covered Program's compliance with HIPAA, HITECH and 45 CFR Parts 160 and 164.
- III. Permitted Uses and Disclosures by Business Associate
- A. Except as otherwise limited in this AGREEMENT, Business Associate may only use or disclose Protected Health Information as necessary to perform functions, activities, or services for, or on behalf of, Covered Program as specified in this AGREEMENT.
  - B. Business Associate may use Protected Health Information for the proper management and administration of Business Associate.
  - C. Business Associate may disclose Protected Health Information as Required By Law.
- IV. Term and Termination
- A. This AGREEMENT shall be effective for the term as specified on the cover page of this AGREEMENT, after which time all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program; provided that, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Appendix H of this AGREEMENT.
  - B. Termination for Cause. Upon Covered Program's knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for Business Associate to cure the breach and end the violation or may terminate this AGREEMENT if Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or Covered Program may immediately terminate this AGREEMENT if Business Associate has breached a material term of this AGREEMENT and cure is not possible.
  - C. Effect of Termination.
    - 1. Except as provided in paragraph (c)(2) below, upon termination of this AGREEMENT, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Program, or created or received by Business Associate on behalf of Covered Program. This provision shall

apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

2. In the event that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Program notification of the conditions that make return or destruction infeasible. Upon mutual agreement of Business Associate and Covered Program that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this AGREEMENT to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

#### V. Violations

- A. Any violation of this AGREEMENT may cause irreparable harm to the STATE. Therefore, the STATE may seek any legal remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.
- B. Business Associate shall indemnify and hold the STATE harmless against all claims and costs resulting from acts/omissions of Business Associate in connection with Business Associate's obligations under this AGREEMENT. Business Associate shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and save harmless the STATE from suits, actions, damages and costs, of every name and description relating to breach notification required by 45 CFR Part 164 Subpart D, or State Technology Law § 208, caused by any intentional act or negligence of Business Associate, its agents, employees, partners or subcontractors, without limitation; provided, however, that Business Associate shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the STATE.

#### VI. Miscellaneous

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

## **Appendix G**

### **NOTICES**

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

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

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

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

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

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

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

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

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

## APPENDIX M

### **PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES**

#### **I. General Provisions**

- A. The New York State Department of Health is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State New York State Department of Health (the “New York State Department of Health”), to fully comply and cooperate with the New York State Department of Health in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

#### **II. Contract Goals**

- A. For purposes of this procurement, the New York State Department of Health hereby establishes an overall goal of 20% for Minority and Women-Owned Business Enterprises (“MWBE”) participation, 10% for Minority-Owned Business Enterprises (“MBE”) participation and 10% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs).

- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:

<http://www.esd.ny.gov/mwbe.html>

Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the New York State Department of Health for liquidated or other appropriate damages, as set forth herein.

### **III. Equal Employment Opportunity (EEO)**

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:
1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
  2. The Contractor shall submit an EEO policy statement to the New York State Department of Health within seventy two (72) hours after the date of the notice by New York State Department of Health to award the Contract to the Contractor.

3. If Contractor or Subcontractor does not have an existing EEO policy statement, the New York State Department of Health may provide the Contractor or Subcontractor a model statement (see Form #5 - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
4. The Contractor's EEO policy statement shall include the following language:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
  - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the 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.
  - c. 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.
  - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

#### C. Form #4 - Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

#### D. Form #6 - Workforce Employment Utilization Report ("Workforce Report")

1. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the New York State Department of Health of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
  2. Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
  3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.
- E. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

#### **IV. MWBE Utilization Plan**

- A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan (Form #1) either prior to, or at the time of, the execution of the contract.
- B. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.
- C. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, New York State Department of

Health shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

## **V. Waivers**

- A. For Waiver Requests Contractor should use Form #2 – Waiver Request.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the New York State Department of Health shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the New York State Department of Health, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the New York State Department of Health may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

## **VI. Quarterly MWBE Contractor Compliance Report**

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form #3) to the New York State Department of Health by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

## **VII. Liquidated Damages - MWBE Participation**

- A. Where New York State Department of Health determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the New York State Department of Health liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
  - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and

2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the New York State Department of Health, Contractor shall pay such liquidated damages to the New York State Department of Health within sixty (60) days after they are assessed by the New York State Department of Health unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the New York State Department of Health.