



Department of Health

Request for Proposals

RFP # 16671

Consultative Examinations for Medicaid Eligibility

Issued: December 20, 2016

DESIGNATED CONTACT:

Pursuant to State Finance Law §§ 139-j and 139-k, the Department of Health identifies the following designated contact to whom all communications attempting to influence the Department of Health's conduct or decision regarding this procurement must be made.

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1. CALENDAR OF EVENTS

RFP 16671 – CONSULTATIVE EXAMINATIONS FOR MEDICAID ELIGIBILITY	
<u>EVENT</u>	<u>DATE</u>
Issuance of Request for Proposals	December 20, 2016
Deadline for Submission of Written Questions	January 13, 2017 4:00 p.m. ET
Responses to Written Questions	On or About February 1, 2017
Deadline for Submission of Proposals	February 21, 2017 4:00 p.m. ET
<i>Anticipated</i> Contract Start Date	August 1, 2017

2. OVERVIEW

Through this Request for Proposals (“RFP”), the New York State (“State”) Department of Health (“DOH” or “Department”) is seeking competitive proposals for Consultative Examination (CE) services to be provided statewide as further detailed in [Section 4.0](#) (Scope of Work). It is the Department’s intent to award one (1) contract from this procurement.

This RFP invites bids from eligible organizations interested in conducting consultative examinations to obtain the independent medical examinations and ancillary testing and/or psychological examinations and/or intellectual evaluations needed in making a determination of disability for a Medicaid applicant/recipient (A/R). The information provided from these examinations and any ancillary testing will be used to assist New York State Department of Health (DOH), Office of Health Insurance Programs (OHIP), Division of Eligibility and Marketplace Integration (DEMI), State Disability Review Unit (SDRU) staff in making a determination of an individual’s disability status for Medicaid eligibility purposes.

2.1. Introductory Background

The New York State DOH, OHIP, is responsible for oversight of administration of the Medicaid program in New York State. Section 6, Part F of Chapter 56, of the laws of 2012, authorizes the Department to transfer responsibility for the administration of the Medicaid program from local social services districts over a period of six years by March 31, 2018. Within OHIPs DEMI, the SDRU will assume responsibilities from local social services districts related to the takeover of Medicaid disability determination functions. Among others, the functions to be assumed include medical evidence gathering and adjudication of disability for Medicaid eligibility purposes throughout the State. Many A/Rs of Medicaid are present with medical and/or psychological issues that may result in a determination of disability for Medicaid eligibility purposes. Disability status makes an individual eligible for select Medicaid programs for the disabled and allows for a budgeting methodology that disregards more of their income than other Medicaid programs.

As part of SDRU’s adjudicative process, SDRU staff will obtain medical evidence from the A/Rs treating sources. When this information is unavailable or insufficient to make a determination of disability, SDRU staff will order a consultative examination (CE). The information from this medical examination and ancillary testing will be used to assist SDRU staff in making a determination of disability under State guidelines.

2.2. Important Information

The bidder is required to review, and is requested to have legal counsel review, Attachment E, the DOH Agreement as the Bidder must be willing to enter into an Agreement substantially in accordance with the terms of Attachment E should the bidder be selected for contract award. Please note that this RFP and the awarded bidder's proposal will become part of the contract as Appendix B and C, respectively.

It should be noted that Appendix A of Attachment E, "Standard Clauses for New York State Contracts", contains important information related to the contract to be entered into as a result of this RFP and will be incorporated, without change or amendment, into the contract entered into between DOH and the successful Bidder. By submitting a response to the RFP, the Bidder agrees to comply with all the provisions of Appendix A.

Note, Attachment A, the Bidder's Certifications/Acknowledgements, should be submitted and includes a statement that the bidder accepts, without any added conditions, qualifications or exceptions, the contract terms and conditions contained in this RFP including any exhibits and attachments. It also includes a statement that the bidder acknowledges that, should any alternative proposals or extraneous terms be submitted with the proposal, such alternate proposals or extraneous terms will not be evaluated by the DOH.

Any qualifications or exceptions proposed by a bidder to this RFP should be submitted in writing using the process set forth in [Section 5.2](#) (Questions) prior to the deadline for submission of written questions indicated in [Section 1.0](#) (Calendar of Events). Any amendments DOH makes to the RFP as a result of questions and answers will be publicized on the DOH web site.

2.3. Term of the Agreement

This contract term is expected to be for a period of five (5) years commencing on the date shown on the Calendar of Events in [Section 1.0.](#), subject to the availability of sufficient funding, successful contractor performance, and approvals from the New York State Attorney General (AG) and the Office of the State Comptroller (OSC).

3. BIDDERS QUALIFICATIONS TO PROPOSE

3.1. Minimum Qualifications

NYSDOH will accept proposals from organizations with the following types and levels of experience as a prime contractor.

- 3.1.1.** A minimum of three (3) years of experience providing Disability Determination examinations, examinations for Medicaid Disability Determination purposes, independent medical examinations or direct patient care. Experience acquired concurrently is considered acceptable.

For the purposes of this RFP, a prime contractor is defined as one who has the contract with the owner of a project or job and has full responsibility for its completion. A prime contractor undertakes to perform a complete contract and may employ (and manage) one or more subcontractors to carry out specific parts of the contract. Failure to meet these Minimum Qualifications will result in a proposal being found non-responsive and eliminated from consideration.

The NYS DOH reserves the right to disqualify from consideration any organization that it believes it not capable of performing the services as specified in this proposal.

4. SCOPE OF WORK

This Section describes the consultative medical services that are required to be provided by the selected bidder. The selected bidder must be able to provide all of these services throughout the contract term.

PLEASE NOTE: Bidders will be required to provide responses that address all of the requirements of this section as part of its Technical Proposal.

For purposes of this RFP, the use of the terms “shall”, “must” and “will” are used interchangeably when describing the Contractor’s/Bidder’s duties. The terms bidders, vendors and proposers are also used interchangeably.

DOH is requesting bids to perform examinations and testing as identified in Section 3.0, Scope of Work. Bidders must bid on and be able to provide ALL SERVICES not identified as “Optional.” Services identified under the “Optional” section can be bid upon at the option of the bidder. Any optional services bid upon must be provided throughout the life of the contract. Although the “Optional” services are not required, the scope of the optional services that can be provided will be one of the factors under which bidders will be evaluated.

A document library is available for this opportunity. Referenced documents throughout this RFP can be found in this document library, located at www.health.ny.gov/funding, and then selecting the link to this RFP. Bidders should note that several documents found in this document library are required to be submitted as part of the bidder’s technical proposal.

4.1. Start-up/ Implementation

To ensure the success of this project, the Contractor:

- 4.1.1. Shall be afforded up to a six (6) month period to develop and ramp-up services;
- 4.1.2. Must ensure a smooth transition to meet the facilities and staffing requirements contained in Section 4.2 and Section 4.4 of this RFP;
- 4.1.3. Must have, or must develop and implement within 120 days from the start of the contract term, the technical infrastructure necessary to electronically accept, on a daily basis from the SDRU, orders for CEs. Further, the Contractor must provide the SDRU an electronic confirmation of each order; and
- 4.1.4. Must submit bi-weekly reports during the implementation phase updating NYSOH on the start-up/ implementation status. Each biweekly report must include the following sections: 1) A two-week review of the tasks that were expected to be completed within that period; 2) Indicate which tasks were completed in the respective two-week period; 3) Indicate which tasks were not completed in the respective two-week period and provide the reason; 4) Provide details on how contractor will complete incomplete tasks to meet the required implementation schedule; and 5) A list of the tasks it expects to complete during the next two-week period

4.2. Facilities Requirements

The Contractor is responsible for providing the proper examination and testing facilities in accordance with applicable Federal, State, County and City or Local health, fire and building codes at all times as well as the following requirements:

- 4.2.1. The Contractor must be prepared to serve all counties in New York State within six (6) months of contract award and should propose facilities in central locations for easy access. The Contractor will be expected to allow for site inspection of any facility being proposed for use in the contract prior to the beginning of the contract or any time thereafter.
- 4.2.2. All consultative examinations shall be within fifty (50) miles of A/R’s residence.

- 4.2.3. In the event of specialty CEs, including orthopedic, rheumatology and neurologic examinations, examinations may be within 120 miles of the A/R's residence.
- 4.2.4. Lease commitments must specify the term of the lease and the term of any lease extensions. Uninterrupted facility/lease access hours must be, at a minimum, Monday-Friday, 9 a.m. – 6 p.m. The lease must also indicate weekend access.
- 4.2.5. Premises must be clearly identified with a sign to the general public describing the particular practice/specialty provided.
- 4.2.6. Contractor must maintain a minimum number of three (3) telephone lines in their administrative office with toll-free service for callers throughout New York State.
- 4.2.7. Facilities must adhere to the requirements under the Compilation of the Rules and Regulations of the State of New York (NYCRR), Title 10.
- 4.2.8. Each facility must be easily accessible to the general public and be in compliance with the American Disabilities Act of 1990.
- 4.2.9. Upon notification of award the Contractor will complete the Facility Information form (Exhibit 1) for each known location. Additional forms must be submitted for each additional location identified by the Contractor within 15 business day of identification of the location. The Form should include:
 - 4.2.9.1. Location:
 - Address
 - Proximity of public transportation or description of how A/R will get to facility
 - Availability and quantity of A/R parking at the location site.
 - 4.2.9.2. Facility Capacity:
 - Provide floor plans and total facility square footage.
 - 4.2.9.3. Copies of lease commitments specifying:
 - Commitment for duration of the contract period;
 - Number of extensions and the term of the extensions;
 - Access hours (must be uninterrupted); and
 - Weekend hours.

4.3. Technology Requirements

- 4.3.1. The Contractor must effectively interface with SDRU by receiving and providing all information electronically. At a minimum, the contractor is required to have the technological infrastructure to interface with the SDRU through:
 - 4.3.1.1. Secure Email: The contractor must take collective measures to secure the access and content of their email account or service, when interfacing with the SDRU. Such measures, should include but is not limited to:
 - Strong password protection, including password rotations;
 - Encryption of all transmitted emails; and
 - Inclusion of anti-virus and anti-spam applications.
 - 4.3.1.2. Secure Fax: The contractor must take collective measures to secure the sending and receiving of all faxing with the SDRU. Such measures, should include but is not limited to:
 - Encryption for transmission of digital faxes; and
 - Ensuring the faxing process meet the appropriate HIPAA requirements (see section 4.3.2).
- 4.3.2. As identified in section 4.3.1, the contractor is required to have the technological infrastructure to interface with the SDRU through secure email and fax. However, the contractor may utilize a more robust system that exceeds these requirements. Any alternate system will be subject to the approval of the Department prior to implementing and must meet all NYS security requirements as outlined in section 4.3.1.

4.3.3. Security Requirements

Within the first 60 days of the contract start date, the contractor must provide to the Department a security plan that describes their security and compliance with all applicable NYS policies and standards as described in [Attachment L](#).

4.4. Staffing Requirements

All employees of the Contractor or their subcontractors must be informed of the obligation to disassociate him or herself from any evaluation in which they have a familial, financial or other relationship with the A/R.

The Contractor will:

- 4.4.1.** Have a contract liaison assigned to coordinate activities and be responsible to resolve day-to-day problems and questions from the SDRU.
- 4.4.2.** Ensure that all physicians, psychologists and speech-language pathologists performing examinations must be licensed, certified (psychologists) or otherwise qualified (speech-language pathologists) and currently registered in New York State.
- 4.4.3.** Ensure that all medical and support staff (nurses, technicians, etc.) are in full compliance with federal, state and local licensing or certification requirements. All medical and support staff must be qualified, trained and experienced in performing the requested testing or examinations. "Qualified" means that the medical source must be currently licensed in the state of New York and have the training and experience to perform the type of examination or test requested.
- 4.4.4.** Ensure that any contractor, subcontractor, physician or psychologist or other health care provider currently disciplined, sanctioned, censured or suspended by any government regulatory agency will not be allowed to participate on this contract.
- 4.4.5.** Notify the SDRU of any change in status of all physicians, psychologists or health care provider associated with this Contract that become under investigation, excluded, cited, suspended, convicted, surrendered their license or otherwise barred by a licensing authority or from participation in the Medicaid or Medicare programs.
- 4.4.6.** Ensure that their medical staff must be familiar with the Listing of Impairments used in evaluating disability in adults and children under the Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI) programs, which is also used in evaluating disability for Medicaid eligibility purposes.
- 4.4.7.** Ensure staff (administrative/technician) are fluent in English and Spanish in order to assist clients with appointment scheduling, reception, history taking, and ancillary testing as appropriate.
- 4.4.8.** Ensure that its staff complies with and maintains the confidentiality of all the A/R information.
- 4.4.9.** Make physicians, psychologists, etc., performing examinations available during normal working hours for telephone discussions to clarify or to answer any questions regarding the CE report. Responses must be received within 48 hours from the SDRU's request.
- 4.4.10.** Within 60 days of notification of award, the Contractor will identify the Chief Medical Officer and submit this information including: name, license number (if applicable), title, specialty, languages spoken and location on the Staffing Form (Exhibit 11). Should this information change during the course of the contract, the Contractor should use this Form to notify DOH of the changes.
- 4.4.11.** Completion of a Consultant Enrollment Form for each Staff Person (Exhibit 9):
This form must be completed as an original and only by the Chief Medical physician in each location. The form must be signed and dated in blue ink by the physician within three (3) months of notification of award. Completion of a Consultant Enrollment Form for all medical staff of the successful bidder is

required within 60 days of any lapse in service, change in medical or administrative staff, including location where services are provided.

4.4.12. Make medical staff available to testify in the event of a hearings and/or appeal, when required.

4.5. General Requirements

The Contractor shall:

- 4.5.1. Ensure that their staff and subcontractors are in full compliance for the term of this Agreement with federal, state and local facility operating requirements, as specified in this RFP (see Exhibit 10). Compliance must include, but not limited to, compliance with the New York State Education Law Articles 130 and 131. The Contractor providing medical consultative services must comply with those articles, which regulate the admission to and practice of the professions, including medicine.
- 4.5.2. Ensure all entities working on this contract are in compliance with the requirements of Education Law 6527 and in compliance with Article 15 of the New York State Business Corporation Law, or other corporate organization for physicians as authorized by law. All directors and officers of a corporation providing medical examinations (except those entities delineated in 6527) must be physicians.
- 4.5.3. Notify the DOH contract liaison of any substantial contract-related problems within one (1) week of its discovery.
- 4.5.4. Not refuse to provide service to any referral from the SDRU, without prior approval from the SDRU.
- 4.5.5. Not conduct a CE if the AR or a member of their family, is associated with the provider. If this situation occurs, the provider must not accept the case and must notify SDRU immediately.
- 4.5.6. Refer clients to the SDRU when an A/R requires travel arrangements to and from the facility.
- 4.5.7. Ensure that it has the ability to perform the number and types of services required and manage substantial workload fluctuations while maintaining contract performance standards. Exhibit 8 includes estimates of the volume of exams and tests to be performed by the Contractor based upon actual volume previously examined. The actual number of referrals may vary due to factors such as “no shows” or CE orders cancelled by SDRU. It is emphasized that those numbers are strictly estimates and does not guarantee actual future CE orders.
- 4.5.8. Ensure all equipment being utilized must meet all health, safety and infection control requirements, be maintained in good working order and continue to meet these requirements.
- 4.5.9. Ensure all equipment calibration and cleaning/sterilization must be done according to manufacturer’s guidelines. The Contractor and any subcontractors utilized, must provide proof of such, to the Department, on an annual basis.
- 4.5.10. Complete confidentiality of A/R information must be maintained.
- 4.5.11. Shall contact SDRU in the event they receive a request for disclosure or release of any information, CE report or a subpoena, for further instructions.

4.6. Appointment Scheduling Process

The selected Contractor is responsible for establishing a process to schedule consultative examinations in accordance with the following requirements:

- 4.6.1. The Contractor will electronically accept, on a daily basis from the SDRU, orders for CEs and must provide the SDRU an electronic confirmation of each order.
- 4.6.2. The Contractor will be required to accept telephone orders for scheduling on a same day appointment basis where physician availability allows it.
- 4.6.3. Scheduled Examination Hours. Consultative examination appointments (CE Appointments) are scheduled between the hours of 9:00 a.m. to 5:00 p.m. EST, Monday through Friday. No appointments will be scheduled for evening hours or weekend hours unless prior approval is received from SDRU.
- 4.6.4. The Contractor will be required to accept telephone orders for scheduling on a same day appointment basis where physician availability allows it.
- 4.6.5. Scheduled Examination Hours. Consultative examination appointments (CE Appointments) are scheduled between the hours of 9:00 a.m. to 5:00 p.m. EST, Monday through Friday. No appointments will be scheduled for evening hours or weekend hours unless prior approval is received from SDRU.
- 4.6.6. Scheduling intervals must allow sufficient time to permit the Contractor to take a case history and perform the examination, including any needed tests. Contractors should use the following minimum scheduling intervals (i.e. time set aside for the individual) not the actual duration of the CE:
 - 4.6.6.1. Comprehensive general medical, musculoskeletal or neurological examinations; at least 30 minutes, 20 of which must be the actual time spent with the physician.
 - 4.6.6.2. Comprehensive psychiatric examination; at least 40 minutes, 30 of which must be actual time spent with the physician/psychologist.
 - 4.6.6.3. Psychological examination; at least 60 minutes, 45 of which must be actual time spent with the psychologist.
 - 4.6.6.4. Speech-language evaluation; at least 60 minutes must be spent with the speech-language pathologist.
 - 4.6.6.5. All others must last at least 30 minutes, or in accordance with accepted medical practice, with prior approval by the SDRU.
- 4.6.7. Appointments must be scheduled to accommodate the above duration requirements and to minimize waiting time. As a result, the Contractor must be able to accommodate a minimum of a 50% workload fluctuation of estimated exam volumes (see Exhibit 8) and still maintain contract performance standards.
- 4.6.8. Appointments should be scheduled by telephone, where one is available, and should be scheduled no more than seven (7) days from the time the order is received.
 - 4.6.8.1. If the A/R agrees to the appointment, the Contractor will explain:
 - 4.6.8.1.1. The necessary details of the appointment, including location, date and time; and
 - 4.6.8.1.2. Ramifications if the A/R does not attend the CE appointment.
 - 4.6.8.2. An appointment letter (Exhibit 2) must immediately be sent to the A/R, within one (1) day of scheduling the CE.
 - 4.6.8.3. A reminder call must be made within two (2) days of the CE appointment date.
 - 4.6.8.4. For appointments scheduled ten (10) days or more in the future, a reminder notice must be sent ten (10) days prior to the scheduled exam or on the next business day if the reminder date falls on a non-business date.
- 4.6.9. If an A/R cannot be reached by telephone or the A/R does not have a telephone, an appointment letter will be mailed to the A/R within two (2) business days from the time the order is received.
- 4.6.10. Personalized A/R letters and pamphlets are required to be sent by the Contractor to the A/R and authorized representatives in a format designated by the SDRU. See Exam Appointment Letter (Exhibit 2), Third Party Authorization to Release Form (Exhibit 3) and Third Party Request for Assistance Letter (Exhibit 13) for examples of such letters.
- 4.6.11. If the A/R fails to appear for an examination, the Contractor must schedule a second appointment unless otherwise instructed by the SDRU. Additional appointments after a second missed appointment must be

made if requested by the SDRU. All missed appointments must be reported to the SDRU (using the procedure described in Exhibit 4).

- 4.6.12.** If the A/R fails to appear for the second appointment, the Contractor may be required to schedule a third appointment. Upon receipt of the third appointment request:
- 4.6.12.1. The Contractor must attempt telephone contact with the A/R (two [2] attempts on two [2] different days at two [2] different times) to schedule the CE appointment;
 - 4.6.12.2. The appointment must be scheduled at least ten (10) days into the future;
 - 4.6.12.3. After scheduling appointment with the A/R, the Contractor must send the A/R appointment letter and send notification to the SDRU (Exhibit 2);
 - 4.6.12.4. If the A/R does not have a telephone or you did not reach by A/R by telephone, send a call-in letter. The call-in letter:
 - 4.6.12.4.1. Must be sent on the same day as, or after, second unsuccessful attempt;
 - 4.6.12.4.2. Must be sent no fewer than ten (10) days prior to scheduled exam;
 - 4.6.12.4.3. Must contain examination details as those noted in the A/R appointment letter (see Exhibit 2.);
 - 4.6.12.4.4. Must contain the following statement: If you do not respond within ten (10) calendar days after the date of this letter, a determination may be made based on information in your case file and it may be found that you are not disabled or no longer disabled;
 - 4.6.12.5. Send the third appointment details to SDRU (Exhibit 5);
 - 4.6.12.6. Send a reminder notice to the A/R as appropriate following 4.6.5.3; and
 - 4.6.12.7. If A/R does not call-in or attend the appointment, send response to SDRU (Exhibit 4);
- 4.6.13.** Contractor must be prepared to receive an electronic request that includes third party contact information. Upon receipt, Contractor must contact third party by phone and/or by mail to request assistance in helping A/R manage the CE process.
- 4.6.13.1. The Contractor must notify the SDRU within one (1) business day of all contractor actions regarding contact with the third party (two [2] attempts on two [2] different days at two [2] different times).
 - 4.6.13.2. If telephone contact is unsuccessful, send the third party a letter with the information found in Exhibit 2.
 - 4.6.13.3. If the telephone contact is successful, Contractor is to provide the third party with the following information only:
 - 4.6.13.3.1. Date, time, and location of A/Rs appointment.
 - 4.6.13.3.2. A/R has indicated that you are someone who can assist them.
 - 4.6.13.3.3. If possible, please assist this A/R to attend this appointment.
 - 4.6.13.3.4. No further details of personal information should be provided to the third party.
- 4.6.14.** The Contractor may be required to accept telephone orders for scheduling on a same day appointment basis where physician availability allows it.
- 4.6.15.** All timeframes for scheduling, phone contacts, third party contacts, reminder notifications and written examination notifications are subject to change by SDRU.

Note: A successful A/R and third party telephone contact is speaking directly with the A/R or third party. Leaving a message on voicemail is not considered a successful attempt.

4.7. Examination Process

- 4.7.1.** All CEs and ancillary testing must be performed in accordance with sound medical practice, with the Contractor assuming full responsibility.
- 4.7.2.** Any necessary instructions or notices sent to the A/R in advance of the examination must be provided by the Contractor, subject to approval by the SDRU, unless other arrangements are made by the SDRU.

- 4.7.3. A/Rs are to be given equal and courteous treatment.
- 4.7.4. The Contractor must verify the A/R's and any accompanying adult's identify: e.g. drivers' license, State ID or any other method for verifying an individual's identity deemed acceptable by law or regulation. If appropriate identification is not available, the SDRU should be contacted
- 4.7.5. Based on the background information received with the referral, history secured and the medical examination, the Contractor will complete only those tests on the SDRU's Order that are not medically contraindicated
- 4.7.6. The Contractor must provide for or arrange the following mandatory specialty examinations at their proposed site(s): Internal Medicine, Orthopedic, Neurological, Psychiatric, Psychological, Drug/Alcohol, Pediatric, and Speech-Language. Licensed psychologists can perform psychiatric examinations provided the psychologist is board certified or board eligible. (See Exhibit 6)
- 4.7.7. The Contractor shall not recommend treatment or a change in treatment directly to the A/R, but should include such suggestions in the report submitted to the SDRU (see Exhibit 7 for Reporting Requirements).
 - 4.7.7.1. Any emergency treatment and/or information provided should be reported immediately to SDRU and specified in the report to the SDRU.
 - 4.7.7.2. In the event where the evidence shows a medical condition that is legally reportable or which could be injurious to the health or safety of the individual or others, or where the individual has made a threat against himself/herself or others, or has made statements concerning a non-medical serious reportable event (SRE) covered by statute or law, the Contractor should take action consistent with sound and accepted medical practice including notification to the A/R, A/Rs representative family, A/Rs treating source or emergency medical personnel, as appropriate and/or permitted by applicable laws.
- 4.7.8. During the course of the examination, the A/Rs privacy must be maintained. All A/Rs can request to have someone present during their physical examination.
 - 4.7.8.1. Female A/Rs must be given the option of having a female staff person present during their physical examinations.
 - 4.7.8.2. Female A/Rs must sign a form, developed by the contractor, acknowledging that they were provided this option. This form must be available upon request of the SDRU.
- 4.7.9. At SDRUs discretion, the Contractor may be required to send the A/R an additional call-in letter to discuss exam details with the A/R.
- 4.7.10. The Contractor shall be required to repeat any/all examinations and tests, without charge, when the SDRU determines the results of such exams to be incomplete or conflicting or in error.

4.8. Ancillary Testing

- 4.8.1. Ancillary testing (X-rays, Resting and Exercise Treadmill (EKG), Pulmonary Function Tests, laboratory tests, etc.) must be performed by the Contractor or scheduled to be performed on the same day or within five (5) days of the CE examination, except where otherwise specifically approved by the SDRU. In situations where two (2) different specialist examinations are ordered, the Contractor must attempt to schedule the examinations on the same day.
- 4.8.2. Ancillary testing must be performed according to sound medical practice by certified medical staff.
- 4.8.3. All ancillary testing must be authorized by the SDRU. The Contractor must perform on site or arrange for the following mandatory ancillary testing on the same day as the examination or within five (5) days of the examination:
 - 4.8.3.1. Doppler Testing including Exercise Doppler
 - 4.8.3.2. EKG including Treadmill EKG
 - 4.8.3.3. Pathology/Blood Tests

- 4.8.3.5. Pulmonary Function Testing
- 4.8.3.6. Psychiatric
- 4.8.3.7. X-rays

- 4.8.4. If authorized by the SDRU, the Contractor shall draw blood/specimens when needed as part of the examination process. The Contractor must have arrangements with a certified laboratory that will accept the SDRU Statewide CE Fee Schedule to process all blood specimens.
- 4.8.5. If additional examinations or ancillary testing other than those ordered by the SDRU become necessary during the course of the examination, approval for such testing must be obtained from the SDRU. This approval should be obtained while the A/R is still at the examining site.
- 4.8.6. Ancillary Testing and Equipment – Contractor must specify the ancillary tests to be performed and the proposed equipment being utilized at each location. Contractor must list test performed, manufacturer, model, age of equipment, calibration/service requirements, and maintenance and infection control/sterilization procedures. If an offsite facility is proposed for ancillary testing, the contractor shall include a letter of commitment from the facility.

Contractor must submit this information on the Facility Information form (Document 1) and include it when submitting information on that Facility as required in Section 4.2.9 of this RFP. The Contractor must have arrangements with a laboratory accepting Medicaid rates for processing all blood specimens.

4.9. Optional Ancillary Testing

- 4.9.1. All optional ancillary testing must be authorized by the SDRU. Such testing may include:
 - 4.9.1.1. Adaptive Behavior Scale
 - 4.9.1.2. Arterial Oxygen Tension (PO₂) at rest and simultaneously obtained arterial carbon dioxide tension (PCO₂)
 - 4.9.1.3. Arterial Gases Rest/Treadmill
 - 4.9.1.4. Echocardiogram (2 dimensional)
 - 4.9.1.5. Measurement of Lung Diffusing Capacity
 - 4.9.1.6. Ophthalmology
 - 4.9.1.7. Otolaryngology
 - 4.9.1.8. Speech Discrimination Test, binaural
- 4.9.2. For optional eye service: In cases involving a finding or allegation of a visual impairment, the Contractor will be responsible for:
 - 4.9.2.1. Sending appointment notices to the A/R by certified mail within two (2) days of notification of the CE;
 - 4.9.2.2. Placing a follow-up telephone call within five (5) business days of sending the certified mail;
 - 4.9.2.3. Forwarding a copy of the appointment notice to a third party A/R representative, if designated, so that the representative can assist the A/R

4.10. Examination Reporting Requirements

The Contractor must send completed CE reports to the SDRU within 10 business days of the examination.

- 4.10.1. The CE report must be provided on Contractor's letterhead as a typed narrative of the findings, and not in the form of responses to a questionnaire or check off list. The report must include:
 - 4.10.1.1. The reported results and interpretation of the history, physical/mental examination, ancillary test(s), pertinent requested laboratory findings, diagnosis and prognosis, must conform to accepted professional standards and practices in the medical field for a complete and competent examination.
 - 4.10.1.2. The A/R's name, Disability Identification Number (DIN), date of birth and date of report must appear on the first page of the report. All subsequent pages, tracings and any other material must have the A/R's name, DIN and date of birth.

- 4.10.1.3. Original tracings, x-ray interpretations, laboratory findings, charts and graphs must be attached to the report. Copies of any medical reports or test results brought by the A/R must also be attached to the report.
- 4.10.1.4. Include a statement which describes the individual's ability to do work related activities based on the findings of the examination.
 - 4.10.1.4.1. For individuals less than eighteen (18) years of age, there should be a statement describing the individual's ability to perform age appropriate activities and behave in an age appropriate manner.
 - 4.10.1.4.2. Opinions such as "A/R is unable to work" or "A/R is disabled" must not be included in the report.
- 4.10.1.5. Certification of review and signature by the consultant who actually performed the examination. A rubber stamp signature or a signature entered by another physician, nurse, or any other person is not acceptable. The consultant's name and specialty must be printed at the end of the report
- 4.10.1.6. The A/Rs Social Security Number (SSN) should not appear on any of the documents mentioned above.

- 4.10.2.** If testing includes a Drug/Alcohol exam, CE report requirement are detail in Exhibit 7. In addition to the results, the internist performing the Drug/Alcohol exam must determine whether the A/R should be referred for a psychiatric exam.
- 4.10.3.** No examination or test should be initiated or conducted on A/Rs who are under the influence of alcohol or drugs, if such conditions could affect the validity or reliability of the examination/test in the professional judgment of the consultative examiner. A statement of validity and reliability must be included in the report.
- 4.10.4.** If the Contractor does not complete a test ordered by SDRU, the CE report must detail why the tests ordered were medically contraindicated and/or are not performed.
- 4.10.5.** If an A/R would like a copy of the CE report sent to the A/R's treating source, the A/R should be instructed to contact the SDRU.

4.11. Contractor's Reporting Requirements

- 4.11.1.** Contractor must electronically notify SDRU of the appointment date, whether the appointment was kept, and any other pertinent information by completing and transmitting the "CE Appointment History Report," (Exhibit 4) within one (1) business day after each appointment.
- 4.11.2.** One hundred percent (100%) report quality must be maintained, i.e. all items in the Examination and Contractor's Reporting Requirements section must be strictly adhered to on all reports. Reports must be redone without charge if the SDRU or OHIP determines that they are incomplete, conflicting and/or in error.
- 4.11.3.** The Contractor will be required to submit a report, within seven days of the end of the month, list detailing the A/Rs examined, the DIN, date of birth and the type of examination they received and any testing authorized by the SDRU. SDRU must verify examinations, tests and receipt of reports before authorizing payment of vouchers submitted.
- 4.11.4.** The Contractor shall submit quarterly reports, within seven (7) days of the end of the quarter, documenting the Contractor's services provided, equipment and commodities being utilized, subcontracting usage and changes, staffing plans and any other information requested by DOH.
- 4.11.5.** The Contractor shall retain a copy of the letters sent to the A/Rs, all examinations and testing reports, including tracings, lab results and x-ray films for a minimum of twelve (12) months after the date the information was supplied to the A/R or SDRU. This information must be kept in a secured, locked location.

5. ADMINISTRATIVE INFORMATION

The following administrative information will apply to this RFP. Failure to comply fully with this information may result in disqualification of your proposal.

5.1. Restricted Period

“Restricted period” means the period of time commencing with the earliest written notice, advertisement, or solicitation of a Request for Proposals (“RFP”), Invitation for Bids (“IFB”), or solicitation of proposals, or any other method for soliciting a response from Bidders intending to result in a procurement contract with DOH and ending with the final contract award and approval by DOH and, where applicable, final contract approval by the Office of the State Comptroller.

This prohibition applies to any oral, written, or electronic communication under circumstances where a reasonable person would infer that the communication was intended to influence this procurement. Violation of any of the requirements described in this Section may be grounds for a determination that the bidder is non-responsible and therefore ineligible for this contract award. Two violations within four years of the rules against impermissible contacts during the “restricted period” may result in the violator being debarred from participating in DOH procurements for a period of four years.

Pursuant to State Finance Law §§ 139-j and 139-k, the Department of Health identifies a designated contact on face page of this RFP to whom all communications attempting to influence this procurement must be made.

5.2. Questions

There will be an opportunity available for submission of written questions and requests for clarification with regard to this RFP. All questions and requests for clarification of this RFP should cite the particular RFP Section and paragraph number where applicable and must be submitted via email to OHIPContracts@health.ny.gov. It is the bidder’s responsibility to ensure that email containing written questions and/or requests for clarification is received at the above address no later than the Deadline for Submission of Written Questions as specified in [Section 1.0](#) (Calendar of Events). Questions received after the deadline may **not** be answered.

5.3. Right to Modify RFP

DOH reserves the right to modify any part of this RFP, including but not limited to, the date and time by which proposals must be submitted and received by DOH, at any time prior to the Deadline for Submission of Proposals listed in [Section 1.0](#) (Calendar of Events). Modifications to this RFP shall be made by issuance of amendments and/or addenda.

Prior to the Deadline for Submission of Proposals, any such clarifications or modifications as deemed necessary by DOH will be posted to the DOH website.

If the bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Bidder shall immediately notify DOH of such error in writing at OHIPContracts@health.ny.gov and request clarification or modification of the document.

If, prior to the Deadline for Submission of Proposals, a bidder fails to notify DOH of a known error or an error that reasonably should have been known, the bidder shall assume the risk of proposing. If awarded the contract, the bidder shall not be entitled to additional compensation by reason of the error or its correction.

5.4. Payment

The contractor shall submit invoices and/or vouchers to the State’s designated payment office:

Preferred Method: Email a .pdf copy of your signed voucher to the BSC at: Accountspayable@ogs.ny.gov with a subject field as follows:

Subject: **Unit ID 3450406 – Contract #TBD**

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

**NYS Department of Health
Unit ID 3450406
c/o NYS OGS BSC Accounts Payable
Building 5, 5th Floor
1220 Washington Ave
Albany, NY 12226-1900**

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, by email at epayments@osc.state.ny.us or by telephone at 518-474-6019. 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, 9th 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:

Contractor shall be reimbursed for services performed under this Agreement based on the submission of a Claim for Payment form satisfactory to the New York State Department of Health and the Office of the State Comptroller. Bills must conform to DOH's fiscal payment process. The Contractor will submit a Claim for Payment no more than once per month.

Services shall be invoiced at the SDRU Statewide CE Fee Schedule rate for each procedure performed for the applicant/recipient in the month that the CE report is submitted to the SDRU. It is the Contractor's responsibility to insure proper and timely delivery of services ordered pursuant to the contract resulting from this RFP and the proper and timely submission of the associated Claim for Payment.

If an exam is cancelled by SDRU prior to the exam date and the provider has received timely notice of the cancellation yet conducts the exam anyway, no payment will be made. In those instances where extenuating circumstances exist, SDRU will determine if sufficient information is available and may authorize payment.

There will be no payment for missed or cancelled appointments, lateness for appointment, or discontinued examinations.

A/Rs or third party insurers, including governmental sources, shall not be charged for any testing.

DOH is not liable for payment of expenses associated with emergency medical treatment.

The Contractor will be held liable to compensate the state the cost of all laboratory specimens, examination test, results or records lost while in possession of the contractor.

5.5. Minority & Woman-Owned Business Enterprise Requirements

Pursuant to New York State Executive Law Article 15-A, the New York State Department of Health (“DOH”) 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 DOH 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 DOH 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, DOH hereby establishes an overall goal of **0%** for MWBE participation, **0%** for Minority-Owned Business Enterprises (“MBE”) participation and **0%** for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs and outreach efforts to certified MWBE firms). 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 DOH may withhold payment pending receipt of the required MWBE documentation. For guidance on how DOH will determine “good faith efforts,” refer to 5 NYCRR §142.8.

The directory of New York State Certified MWBEs can be viewed at: <https://ny.newnycontracts.com>. The directory is found in the upper right hand side of the webpage under “Search for Certified Firms” and accessed by clicking on the link entitled “MWBE Directory”. Engaging with firms found in the directory with like product(s) and/or service(s) is strongly encouraged and all communication efforts and responses should be well documented.

This RFP does not establish minimum goals for participation of minority or women-owned business. Therefore, completion of the MWBE Utilization Plan is optional (Attachment F). Bidders are encouraged to engage with firms found in the directory for the acquisition of required product(s) and/or service(s) associated with this opportunity.

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.

5.6. Equal Employment Opportunity (EEO) Reporting

By submission of a bid in response to this solicitation, the Bidder agrees with all of the terms and conditions of Attachment E Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. Additionally, the successful bidder will be required to certify they have an acceptable EEO (Equal Employment Opportunity) policy statement in accordance with Section III of Appendix M in Attachment E.

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.

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, 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.

To ensure compliance with this Section, the Bidder should submit with the bid or proposal an Equal Employment Opportunity Staffing Plan (Attachment F, Form #4) identifying the anticipated work force to be utilized on the Contract. Additionally, the Bidder should submit a Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement (Attachment F, Form # 5), to DOH with their bid or proposal.

5.7. Sales and Compensating Use Tax Certification (Tax Law, § 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.

The successful Bidder must file a properly completed Form ST-220-CA with the Department of Health and Form ST-220-TD with the DTF. These requirements must be met before a contract may take effect. Further information can be found at the New York State Department of Taxation and Finance's website, available through this link: <http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf>. Forms are available through these links:

- ST-220 CA: http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf
- ST-220 TD: http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf

5.8. Workers' Compensation and Disability Benefits Certifications

Sections 57 and 220 of the New York State Workers' Compensation Law (WCL) provide that DOH shall not enter into any contract unless proof of workers' compensation and disability benefits insurance coverage is produced. Prior to entering into a contract with DOH, successful Bidders will be required to verify for DOH, on forms authorized by the New York State Workers' Compensation Board, the fact that they are properly insured or are otherwise in compliance with the insurance provisions of the WCL. The forms to be used to show compliance with the WCL are listed below. Any questions relating to either workers' compensation or disability benefits coverage should be directed to the State of New York Workers' Compensation Board, Bureau of Compliance at (518) 486-6307. Failure to provide verification of either of these types of insurance coverage by the time contracts are ready to be executed will be grounds for disqualification of an otherwise successful Proposal.

The successful Bidder must submit the following documentation before a contract may take effect.

ONE of the following forms as Workers' Compensation documentation:

- A. Proof of Workers' Compensation Coverage:

1. **Form C-105.2** – Certificate of Workers' Compensation Insurance issued by private insurance carrier (or Form U-26.3 issued by the State Insurance Fund); or
2. **Form SI-12** – Certificate of Workers' Compensation Self-Insurance (or Form GSI-105.2 Certificate of Participation in Workers' Compensation Group Self-Insurance); or
3. **Form CE-200** – Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

B. Proof of Disability Benefits Coverage:

ONE of the following forms as Disability documentation:

1. **Form DB-120.1** – Certificate of Disability Benefits Insurance; or
2. **Form DB-155** – Certificate of Disability Benefits Self-Insurance; or
3. **Form CE-200** – Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

Further information is available at the Workers' Compensation Board's website, which can be accessed through this link: <http://www.wcb.ny.gov>.

5.9. Subcontracting

Bidders may propose use of a subcontractor. The Contractor shall obtain prior written approval from NYSDOH before entering into an agreement for services to be provided by a subcontractor. The Contractor is solely responsible for assuring that the requirements of the RFP are met. All subcontracts shall contain provisions specifying that the work performed by the subcontractor must be in accordance with the terms of the prime contract, and that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the agreement between the DOH and the Contractor. DOH reserves the right to request removal of any Bidder staff or subcontractor's staff if, in DOH's discretion, such staff is not performing in accordance with the Agreement. Subcontractors whose contracts are valued at or above \$100,000 will be required to submit the Vendor Responsibility Questionnaire upon selection of the prime contractor.

5.10. DOH's Reserved Rights

The Department of Health reserves the right to:

1. Reject any or all proposals received in response to the RFP;
2. Withdraw the RFP at any time, at the agency's sole discretion;
3. Make an award under the RFP in whole or in part;
4. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP;
5. Seek clarifications and revisions of proposals;
6. Use proposal information obtained through site visits, management interviews and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP;
7. Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
8. Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments;
9. Change any of the scheduled dates;
10. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
11. Waive any requirements that are not material;
12. Negotiate with the successful bidder within the scope of the RFP in the best interests of the state;
13. Conduct contract negotiations with the next responsible bidder, should the Department be unsuccessful in negotiating with the selected bidder;
14. Utilize any and all ideas submitted in the proposals received;
15. Every offer shall be firm and not revocable for a period of three hundred and sixty-five days from the bid opening, to the extent not inconsistent with section 2-205 of the uniform commercial code. Subsequent to such three hundred and sixty-five days, any offer is subject to withdrawal communicated in a writing

signed by the offerer; 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.

5.11. Freedom of Information Law ("FOIL")

All proposals may be disclosed or used by DOH to the extent permitted by law. DOH may disclose a proposal to any person for the purpose of assisting in evaluating the proposal or for any other lawful purpose. All proposals will become State agency records, which will be available to the public in accordance with the Freedom of Information Law. **Any portion of the proposal that a Bidder believes constitutes proprietary information entitled to confidential handling, as an exception to the Freedom of Information Law, must be clearly and specifically designated in the proposal as directed in [Section 6.1.4 of the RFP](#).** If DOH agrees with the proprietary claim, the designated portion of the proposal will be withheld from public disclosure. Blanket assertions of proprietary material will not be accepted, and failure to specifically designate proprietary material may be deemed a waiver of any right to confidential handling of such material.

5.12. Lobbying

Chapter 1 of the Laws of 2005, as amended by Chapter 596 of the Laws of 2005, made significant changes as it pertains to development of procurement contracts with governmental entities. The changes included:

- a) made 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) required 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) required 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) authorized the New York State Commission on Public Integrity, (now New York State Joint Commission on Public Ethics), 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) directed 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) required the timely disclosure of accurate and complete information from offerers with respect to determinations of non-responsibility and debarment; (Bidders responding to this RFP should submit a completed and signed [Attachment G](#), "Prior Non-Responsibility Determination".)
- g) increased the monetary threshold which triggers a lobbyist's obligations under the Lobbying Act from \$2,000 to \$5,000; and
- h) established the Advisory Council on Procurement Lobbying.

Subsequently, Chapter 14 of the Laws of 2007 amended the Lobbying Act of the Legislative Law, particularly as it related to specific aspects of procurements as follows: (i) prohibiting lobbyists from entering into retainer agreements on the outcome of government grant making or other agreement involving public funding; and (ii) reporting lobbying efforts for grants, loans and other disbursements of public funds over \$15,000.

The most notable, however, was the increased penalties provided under Section 20 of Chapter 14 of the Laws of 2007, which replaced old penalty provisions and the addition of a suspension option for lobbyists engaged in repeated violations. Further amendments to the Lobbying Act were made in Chapter 4 of the Laws of 2010.

Questions regarding the registration and operation of the Lobbying Act should be directed to the New York State Joint Commission on Public Ethics.

5.13. State Finance Law Consultant Disclosure Provisions

In accordance with New York State Finance Law Section 163(4)(g), State agencies must require all contractors, including subcontractors, that provide consulting services for State purposes pursuant to a contract to submit an annual employment report for each such contract.

The successful bidder 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.

The successful winning bidder 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 found in Chapter XI Section 18 of the Guide to Financial Operations (GFO). Available on-line at: <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>

5.14. 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 fifteen (15) days from date of award or non-award announcement.

5.15. 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/>

5.16. 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 (currently found at this address: <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 DOH receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, DOH 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 DOH 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. DOH 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.

5.17. 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.

5.18. Encouraging Use of New York Businesses in Contract Performance

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. All bidders should complete Attachment H, Encouraging Use of New York Businesses in Contract Performance, to indicate their intent to use/not use New York Businesses in the performance of this contract.

5.19. Conflict of Interest

The Bidder offering to provide services pursuant to this RFP, as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this contract does not and will not create a conflict of interest with nor position the Contractor to breach any other contract currently in force with the State of New York.

6. PROPOSAL CONTENT

The following includes the requested format and information to be provided by each Bidder. Bidders responding to this RFP must satisfy all requirements stated in this RFP. All Bidders are requested to submit complete Administrative and Technical proposals. A proposal that is incomplete in any material respect will be rejected.

To expedite review of the proposals, Bidders are requested to submit proposals in separate Administrative and Technical packages inclusive of all materials as summarized in Attachment B, Proposal Documents. This separation of information will facilitate the review of the material requested. No information beyond that specifically requested is required, and Bidders are requested to keep their submissions to the shortest length consistent with making a complete presentation of qualifications. Evaluations of the Administrative and Technical Proposals received in response to this RFP will be conducted separately.

DOH will not be responsible for expenses incurred in preparing and submitting the Administrative or Technical Proposals. Such costs should not be included in the Proposal.

6.1. Administrative Proposal

The Administrative Proposal should contain all the information listed below. A proposal that is incomplete in any material respect may be eliminated from consideration. The information requested should be provided in the prescribed format. Responses that do not follow the prescribed format may be eliminated from consideration. All responses to the RFP will be subject to verification for accuracy. Please provide the forms in the same order in which they are requested.

6.1.1. M/WBE Forms

Submit the optional completed Form #4 and Form #5 as directed in [Attachment E](#), "Guide to New York State DOH M/WBE RFP Required Forms."

6.1.2. Bidder's Disclosure of Prior Non-Responsibility Determinations

Submit a completed and signed [Attachment G](#), "Prior Non-Responsibility Determination".

6.1.3. Vendor Responsibility Questionnaire

Complete, certify, and file a **New York State Vendor Responsibility Questionnaire**. DOH recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions at www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the OSC Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us.

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website, www.osc.state.ny.us/vendrep, or may contact the Office of the State Comptroller's Help Desk for a copy of the paper form.

Bidders should complete and submit the Vendor Responsibility Attestation [Attachment J](#).

Bidders who propose the use of subcontractors whose contracts are valued at or above \$100,000 will be required to submit the Vendor Responsibility Questionnaire for the subcontractor upon selection as the prime contractor.

6.1.4. Freedom of Information Law – Proposal Redactions

Bidders must clearly and specifically identify any portion of the proposal that a Bidder believes constitutes proprietary information entitled to confidential handling as an exception to the Freedom of Information Law. See [Section 5.11](#), (Freedom of Information Law).

6.1.5. Bidder's Certified Statements

Submit [Attachment A](#), **Bidder's Certified Statements**, which includes information regarding the Bidder. Attachment A must be signed by an individual authorized to bind the Bidder contractually. Please indicate the title or position that the signer holds with the Bidder. DOH reserves the right to reject a proposal that contains an incomplete or unsigned Attachment A or no Attachment A.

If the proposal includes the services of a subcontractor(s), the bidder should include, in an addendum to Attachment A, including the information required below:

- legal name of the subcontractor;
- complete address of the subcontractor;
- general description of the type and scope of work the subcontractor will be performing for this contract;
- description of the experience and expertise of the proposed subcontractor;
- Description on how your company holds these vendors accountable for delivery of the services required.

6.1.6. Conflict of Interest or Detrimental Effect

Submit [Attachment K](#), **Vendor's Assurance of No Conflict of Interest or Detrimental Effect**, which includes information regarding the Bidder, members, shareholders, parents, affiliates or subcontractors. Attachment K must be signed by an individual authorized to bind the Bidder contractually.

6.2. Technical Proposal

The purpose of the Technical Proposal is for the Bidder to demonstrate their qualifications, competence, and capacity to perform the services contained in this RFP. The Technical Proposal should demonstrate the qualifications of the Bidder and of the staff that will be assigned to provide services related to the services included in this RFP.

The following outlines the information to be provided, in the preferred order, by Bidders. To help facilitate the review of the proposal the information should be provided in the prescribed format. Responses that do not follow

the prescribed format may be eliminated from consideration. All responses to the RFP will be subject to verification for accuracy.

While additional data may be presented, the following should be included. Please provide the information in the same order in which it is requested. Your proposal should contain sufficient information to assure DOH of its accuracy. Failure to follow these instructions may result in disqualification.

Cost information must not be included in the Technical Proposal documents.

6.2.1. Title Page

Submit a Title Page providing the RFP subject and number; the Bidder's name and address, the name, address, telephone number, and email address of the Bidder's contact person; and the date of the Proposal.

6.2.2. Table of Contents

The Table of Contents should clearly identify all material (by section and page number) included in the proposal.

6.2.3. Documentation of Bidder's Qualifications to Propose in Response to Section 3.0 of RFP

The bidder must document a minimum of three (3) years of experience providing Disability Determination examinations, examinations for Medicaid Disability Determination purposes, independent medical examinations or direct patient care. Experience acquired concurrently is considered acceptable

6.2.4. Technical Proposal Narrative

The technical proposal should provide satisfactory evidence of the Bidder's ability to meet each requirement and information requested in this RFP.

The technical proposal should follow the format identified below:

6.2.4.1. Bidder's Background Summary

Provide a summary of their background providing such services and description of the organizational structure of the company. Include a description of the services you have provided to other companies that are similar to those requested in this RFP.

- Submit copies of all applicable licenses and certifications (i.e. Article 28, certificates of incorporation, applications for change of status, pending applications for any such licenses, etc.). This should be included as part of an appendix to the Bidder's Technical Proposal;
- Submit a list of proposed subcontractors, affiliates or other organizations that you are proposing to utilized to provide or support the work required by this RFP (i.e. laboratories, hospitals, medical professionals, etc.);
- Submit a list of emergency back-up agreements with certified hospitals or individual use of 911 services; and
- Description of any impending, current or recent litigation, administrative proceedings before any federal or state regulatory agency or sanctions you have been involved in which might have an impact on this contract.

6.2.4.2. Bidder's Summary of Services

Bidder should provide a summary of the services to be provided.

Although the "Optional" services are not required, DOH will give preference to Bidders who are able to provide "Optional" services as described in Section 4.9 Optional Ancillary Testing of this RFP. Bidders who are proposing Optional services should submit the Optional Services form (Exhibit 12) with their Technical Proposal for the optional services that will be provided

6.2.4.3. Start Up/ Implementation

Bidder should describe how it will effectively develop and ramp-up services, in the initial six (6) month period of the contract. This should include how the Bidder will ensure a smooth transition to meet the facilities and staffing requirements contained in Section 4.2 and Section 4.4 of this RFP.

6.2.4.4. Examination Facility

Bidder should describe how they intend to be prepared to serve all counties in New York State within six months of contract award.

Bidder should describe the means being utilized to identify facility locations that meet requirements stated in section 4.2 of the RFP.

6.2.4.5. Technology Requirements

Bidder should describe how it has, or will develop and implement, the technical infrastructure necessary to electronically accept, on a daily basis from the SDRU, orders for CEs.

Bidder should describe its plan to electronically interface with the SDRU through secure fax and email. This plan should include how their proposed mediums meet the requirements outlined in section 4.3.1, as well as the security requirements in section 4.3.2.

If the Bidder plans to exceed the technology requirements in section 4.3, the Bidder should include a detailed plan outlining such. Preference will be given to Bidders able to exceed these requirements. All technology plans exceeding these requirements are subject to the Department's approval prior to implementation.

6.2.4.6. Scheduling

Bidder should describe the process they plan to establish for scheduling consultative examinations including how they plan to receive and prioritize orders, as well as a sample proposed appointment schedule that includes days/hours of operation.

Bidder should include a plan for handling increases in referral volumes as it relates to staffing and facility.

6.2.4.7. Staffing

Bidder should derive its staffing plan and include:

How they will vet the proposed medical and administrative staff at the various locations to ensure they are qualified to perform the work as specified in Section 4.0, Scope of Work.

An explanation of how they will manage any changes in staff during the life of the project as well as a plan to recruit additional staff, if needed, and obtain coverage during vacation periods for key medical staff.

6.2.4.8. General Considerations

Bidder should describe how they will conducting training in performing CEs and preparing CE reports for their staff. How they will control the quality of the physicians report dictation, transcription and report signing processes; their plan to address any SDRU staff clarifications need, and the location where records will be stored.

6.3. Cost Proposal

Bidders are not required to submit a Cost Proposal and will be solely scored based on their Technical Proposal.

The services provided by the Contractor under this contract include any incidental direct labor, clerical, secretarial or supervisory services, overhead, equipment, machine costs, systems development, paper, envelopes, postage, photocopying, supplies, staff transportation, transcription, telephone, telefax equipment and telecommunications charges, insurance coverage, profit margin, delivery service, staff training, provider relations and necessary conferences and meetings with DOH, OHIP, SDRU or its representatives.

The Contractor will be reimbursed based upon the SDRU Statewide Consultative Exam Fee Schedule rates identified in Attachment C of this RFP. An estimated annual volume of examinations is listed in Exhibit 8. These are only estimates and may vary. No volumes are guaranteed. The Contractor will only be reimbursed for actual examinations performed. No additional cost besides those detailed in Attachment C will be reimbursed. All bidders must sign the bottom of Attachment C, acknowledging and attesting to their acceptance to these predetermined exam reimbursement rates.

7. PROPOSAL SUBMISSION

A proposal consists of two distinct parts: (1) the Administrative Proposal, and (2) the Technical Proposal. The table below outlines the required format and volume for submission of each part. Proposals should be submitted in all formats as prescribed below.

	Electronic Submission	Original	Copies
Administrative Proposal	2 copy in a standard searchable PDF format on a flash drive, with copy/read permissions only.	3 Original Hard Copies	6 Hard Copies
Technical Proposal	2 copy in a standard searchable PDF format on a flash drive, with copy/read permissions only.	3 Original Hard Copies	6 Hard Copies
Signed Attachment C: SDRU Statewide Consultative Examinations Fee Schedule	2 copy in a standard searchable PDF format on a flash drive, with copy/read permissions only.	3 Original Hard Copies	6 Hard Copies

1. All hard copy proposal materials should be printed on 8.5" x 11" white paper (two-sided) and **be clearly page numbered on the bottom of each page with appropriate header and footer information.** A type size of eleven (11) points or larger should be used. The Technical Proposal materials should be presented in three-ring binder(s).
2. Where signatures are required, the proposals designated as originals should have a handwritten signature and be signed in blue ink.
3. The NYSDOH discourages overly lengthy proposals. Therefore, marketing brochures, user manuals or other materials, beyond that sufficient to present a complete and effective proposal, are not desired. Elaborate artwork or expensive paper is not necessary or desired. In order for the NYSDOH to evaluate proposals fairly and completely, proposals should follow the format set out below to provide all requested information. The Bidder should not repeat information in more than one section of the proposal. If information in one section of the proposal is relevant to a discussion in another section, the Bidder should make specific reference to the other section rather than repeating the information;
4. Audio and/or videotapes are not allowed. Any submitted audio or videotapes will be ignored by the evaluation team; and
5. The complete proposal must be received by the NYSDOH, no later than the Deadline for Submission of Proposals specified in [Section 1.0](#), (Calendar of Events). Late bids, for whatever reason, including delay by the carrier or not being received in the NYSDOH's mail room will not be considered.
6. In the event that a discrepancy is found between the electronic and hardcopy proposal, the original hardcopy will prevail.

Proposals should be submitted in two (2) separate, clearly labeled packages: an Administrative Proposal, and a Technical Proposal, prepared in accordance with the requirements stated in this RFP. Mark the outside envelope of each proposal as "RFP# 16671 (Consultative Examinations for Medicaid Eligibility) – (Administrative) or (Technical) Proposal submitted by (Bidder's name)". The two sealed proposals may be combined into one

mailing, if desired.

Proposals must be submitted, by U.S. Mail, by courier/delivery service (e.g., FedEx, UPS, etc.) or by hand as noted below, in a sealed package to:

Department of Health (RFP #16671)
Attention: DEPS Michael Lewandowski, Health Program Administrator
One Commerce Plaza
Room 1706
Albany, NY 12237

NOTE: You should request a receipt containing the time and date received and the signature of the receiver for all hand-deliveries and ask that this information also be written on the package(s).

Submission of proposals in a manner other than as described in these instructions (e.g., fax, electronic transmission) will not be accepted.

7.1. No Bid Form

Bidders choosing not to bid are requested to complete the No-Bid form [Attachment I](#).

8. EVALUATION PROCESS/CRITERIA

8.1. General Information

DOH will evaluate each proposal solely on a Technical Score, as Bidders must recoup all contract related costs through the SDRU Statewide CE Fee Schedule rates identified in Attachment C of this RFP.

DOH at its sole discretion, will determine which proposal(s) best satisfies its requirements. DOH reserves all rights with respect to the award. All proposals deemed to be responsive to the requirements of this procurement will be evaluated and scored for technical qualities. Proposals failing to meet the requirements of this document may be eliminated from consideration. The evaluation process will include technical evaluation, and the result of this evaluation shall remain confidential until the evaluation has been completed and a selection of the winning proposal is made.

The evaluation process will be conducted in a comprehensive and impartial manner, as set forth herein, by an Evaluation Committee. The Technical Proposal and compliance with other RFP will be weighted 100% of a proposal's total score

Bidders may be requested by DOH to clarify the contents of their proposals. Other than to provide such information as may be requested by DOH, no Bidder will be allowed to alter its proposal or add information after the Deadline for Submission of Proposals listed in [Section 1.0](#) (Calendar of Events),

In the event of a tie, the determining factor for award shall be the bidder's proposed percentage of MWBE participation.

For all bids, and as part of the bid review process, the Department reserves the right to interview proposed project participants.

8.2. Submission Review

DOH will examine all proposals that are received in a proper and timely manner to determine if they meet the proposal submission requirements, as described in [Section 6.0](#) (Proposal Content) and [Section 7.0](#) (Proposal Submission), and include the proper documentation, including all documentation required for the Administrative Proposal, as stated in this RFP. Proposals that are materially deficient in meeting the submission requirements or have omitted material documents, in the sole opinion of DOH, may be rejected.

8.3. Technical Evaluation

The evaluation process will be conducted in a comprehensive and impartial manner. A Technical Evaluation Committee comprised of program staff of DOH will review and evaluate all proposals.

The Technical Evaluation Committee members will independently score each Technical Proposal that meets the submission requirements of this RFP. The individual Committee Member scores will be averaged to calculate the Technical Score for each responsive Bidder.

The technical evaluation is **100% (up to 100 points)** of the final score.

8.4. Cost Evaluation

A Cost Evaluation is not applicable to this RFP.

8.5. Award Recommendation

The Technical Evaluation Committee will submit a recommendation for award to the Finalist with the highest Technical score.

The Department will notify the awarded Bidder and Bidder(s) not awarded. The awarded Bidder will enter into a written Agreement substantially in accordance with the terms of [Attachment E](#), DOH Agreement, to provide the required services as specified in this RFP. The resultant contract shall not be binding until fully executed and approved by the New York State Office of the Attorney General and the Office of the State Comptroller.

9. ATTACHMENTS and EXHIBITS

A	Bidder's Certified Statements
B	Proposal Document Checklist
C	SDRU Statewide CE Fee Schedule
E	DOH Agreement
F	Guide to New York State DOH M/WBE Required Forms & Forms
G	Bidder's Disclosure of Prior Non-Responsibility Determination
H	Encouraging Use of New York Businesses in Contract Performance
I	No-Bid Form
J	Vendor Responsibility Attestation
K	Vendor Assurance of No Conflict of Interest or Detrimental Effect
L	Department Of Health Security Requirements For Consultative Examinations

Exhibit 1	Facility Information Form
Exhibit 2	Consultative Exam Appointment Letter
Exhibit 3	Third Party Authorization to Release Form
Exhibit 4	Appointment History Report
Exhibit 5	Third Party Appointment Progress Report
Exhibit 6	Required Specialties
Exhibit 7	Reporting Requirements
Exhibit 8	Estimated Volume
Exhibit 9	Enrollment Form
Exhibit 10	Conditions Governing Referrals
Exhibit 11	Staffing Form
Exhibit 12	Optional Services Form
Exhibit 13	Third Party Request for Assistance Letter

ATTACHMENT A

BIDDER'S CERTIFIED STATEMENTS

(SUBMISSION to be completed and included in the Administrative Proposal documents)

RFP #16671 – CONSULTATIVE EXAMINATIONS FOR MEDICAID ELIGIBILITY
1. Information with regard to the Bidder
A. Provide the Bidder's name, address, telephone number, and fax number.
Name: <input type="text"/>
Address: <input type="text"/>
City, State, ZIP Code: <input type="text"/>
Telephone Number (including area code): <input type="text"/>
Fax Number (including area code): <input type="text"/>
B. Provide the name, address, telephone number, and email address of the Bidder's Primary Contact with DOH with regard to this proposal.
Name: <input type="text"/>
Address: <input type="text"/>
City, State, ZIP Code: <input type="text"/>
Telephone Number (including area code): <input type="text"/>
Email Address: <input type="text"/>
2. By submitting the bid the Bidder acknowledges and agrees to all of the following: [Please note: alteration of any language contained in this section may render your proposal non-responsive.]
Bidder certifies that either there is no conflict of interest or that there are business relationships and /or ownership interests for the organization for the above named organization that may represent an actual or potential conflict of interest for the organization as a bidder. If a conflict does or might exist, please describe how you would eliminate or prevent it. Indicate what procedures will be followed to detect, notify the Agencies of, and resolve any such conflicts.
The Bidder must disclose whether it, or any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary action by the New York State Commission on Public Integrity or its predecessor State entities (collectively, "Commission"). If so, a brief description must be included indicating how any matter before the Commission was resolved or whether it remains unresolved.
The Bidder must also sign the Attachment K, Vendor Assurance of No Conflict of Interest or Detrimental Effect certifying such assurances.
The Bidder certifies that it can and will provide and make available, at a minimum, all services as described in the RFP if selected for award.
Bidder acknowledges that, should any alternative proposals or extraneous terms be submitted with the proposal, such alternate proposals or extraneous terms will not be evaluated by the DOH.

Bidder accepts, without any added conditions, qualifications or exceptions, the contract terms and conditions contained in this RFP including any exhibits and attachments.
The bidder is either registered to do business in NYS, or if formed or incorporated in another jurisdiction than NYS, can provide a Certificate of Good Standing from the applicable jurisdiction or provide an explanation, subject to the sole satisfaction of the Department, if a Certificate of Good Standing is not available, and if selected, the vendor will register to do business in NYS.
The bidder is in full compliance with federal, state and local operating requirements, as appropriate, for providing a facility and services as specified. These requirements include, compliance with New York State Education Law Articles 130 (licensing general provisions) and 131 (specific to medical practitioners). Contractors providing medical CE services must comply with those articles which regulate the admission to and practice of the professions, including medicine. All such entities must be in compliance with the requirements of Education Law Section 6527 and in compliance with Article 15 of the New York State Business Corporate Law or other corporate organization for physicians as authorized by law.
Bidders is without current suspensions from providing health care or diagnostic services by any government regulating agency.
A. The Bidder is (check as applicable):
<input type="checkbox"/> A New York State Certified Minority-Owned Business Enterprise <input type="checkbox"/> A New York State Certified Woman-Owned Business Enterprise <input type="checkbox"/> A New York State Certified Minority and Woman-Owned Business Enterprise (Dual Certified) <input type="checkbox"/> None of the above
B. Provide the name, title, address, telephone number, and email address of the person authorized to receive Notices with regard to the contract entered into as a result of this procurement. See Section __ of the DOH Agreement (Attachment E), NOTICES.
Name: Click here to enter text.
Title: Click here to enter text.
Address: Click here to enter text.
City, State, ZIP Code: Click here to enter text.
Telephone Number (including area code): Click here to enter text.
Email Address: Click here to enter text.
C. Bidder's Taxpayer Identification Number:
Click here to enter text.
D. Bidder's NYS Vendor Identification Number as discussed in Section 6.1.F, if enrolled:
Click here to enter text.
By my signature on this Attachment A, I certify to the statements made above in Section 2 and that I am authorized to bind the Bidder contractually. Furthermore, I certify that all information provided in connection with its proposal is true and accurate.

Typed or Printed Name of Authorized Representative of the Bidder

Title/Position of Authorized Representative of the Bidder

Signature of Authorized Representative of the Bidder

Date

ATTACHMENT B

PROPOSAL DOCUMENT CHECKLIST

Please reference Section 7.0 for the appropriate format and quantities for each proposal submission.

RFP #16671– CONSULTATIVE EXAMINATIONS FOR MEDICAID ELIGIBILITY		
FOR THE ADMINISTRATIVE PROPOSAL		
RFP §	CRITERIA	INCLUDED
§ 6.1.1	M/WBE Participation Requirements:	<input type="checkbox"/>
	Attachment F Form 4	<input type="checkbox"/>
	Attachment F Form 5	<input type="checkbox"/>
§ 6.1.2	Attachment G – Disclosure of Prior Non-Responsibility Determinations, completed and signed.	<input type="checkbox"/>
§ 6.1.3	Attachment J - Vendor Responsibility Attestation	<input type="checkbox"/>
§ 6.1.4	Freedom of Information Law – Proposal Redactions (If Applicable)	<input type="checkbox"/>
§ 6.1.5	Attachment A - Bidder’s Certified Statements	<input type="checkbox"/>
§ 6.1.6	Attachment K - Vendor Assurance of No Conflict of Interest or Detrimental Effect	<input type="checkbox"/>
FOR THE TECHNICAL PROPOSAL		
RFP §	CRITERIA	INCLUDED
§ 6.2.1	Title Page	<input type="checkbox"/>
§ 6.2.2	Table of Contents	<input type="checkbox"/>
§ 6.2.3	Documentation of Bidder’s Eligibility	<input type="checkbox"/>
§ 6.2.4	Technical Proposal Narrative	<input type="checkbox"/>
FOR THE COST PROPOSAL		
RFP §	CRITERIA	INCLUDED
§ 6.3	Attachment C SDRU Statewide CE Fee Schedule	<input type="checkbox"/>

ATTACHMENT C

SDRU Statewide CE Fee Schedule Effective May 1, 2013

PROCEDURE CODE	DESCRIPTION	SDRU STATEWIDE FEE
<u>EXAMINATIONS</u>		
90001	Complete Specialist Examination (see below for psychiatric, neurology, ophthalmology, otology)	\$ 128.63
90002	Complete Orthopedic Examination	\$ 128.63
90003	Complete Psychiatric Examination	\$ 128.63
90004	Complete Neurological Examination	\$ 128.63
90005	Complete Eye Examination	\$ 171.50
90006	Complete Ear Examination (without Barany or Caloric)	\$ 183.75
90008	Drug/Alcohol Addiction Examinations	\$ 128.63
90009	Complete Pediatric Examination	\$ 128.63
92506	Speech and Language Evaluation	\$ 214.38
96100	Adaptive Behavior Scale	\$ 91.88
<u>PSYCHOLOGICAL DIAGNOSTIC TESTS</u>		
9800	Intelligence Evaluation	\$ 147.00
9804	Non-Verbal Intelligence Evaluation	\$ 147.00
<u>RESPIRATORY SYSTEM</u>		
94010	Ventilation Tests (*3.00E)	\$ 58.80
94060	Ventilation Tests before and after bronchodilators (*3.00E)	\$ 85.75
94700	Arterial Oxygen tension (PO2) at rest and simultaneously obtained arterial carbon dioxide tension	\$ 98.00
94705	Arterial Gases Rest/Treadmill (*3.00F)	\$ 453.25
94720	Measurement of Lung Diffusing Capacity for carbon monoxide-single breath method	\$ 120.05
<u>CARDIOVASCULAR SYSTEM</u>		
93000	Electrocardiogram, resting	\$ 73.50
93015	Treadmill exercise electrocardiography	\$ 328.30
76620	Echocardiogram	\$ 275.63
93910	Doppler Ultrasound Flow Meter Test Bilateral, Arterial Only	\$ 94.33
93911	Doppler Ultrasound Flow Meter test after exercise, arterial only	\$ 122.50
9390	Toe Doppler	\$ 20.00
<u>SPECIAL SENSES</u>		
92556	Speech Discrimination test, binaural	\$ 73.50

**SDRU Statewide CE Fee Schedule
Effective May 1, 2013**

PROCEDURE CODE	DESCRIPTION	SDRU STATEWIDE FEE
<u>RADIOLOGY</u>		
71010	X-ray chest, single PA	\$ 58.80
72040	X-ray spine, cervical, AP and lateral	\$ 91.88
72070	X-ray spine, thoracic, AP and lateral	\$ 91.88
72100	X-ray spine, lumbar, sacral, AP and lateral	\$ 115.15
72190	X-ray pelvis, including hips	\$ 128.63
73000	X-ray clavicle, complete	\$ 71.05
73030	X-ray shoulder, complete	\$ 105.35
73060	X-ray humerus, proximal, including shoulder	\$ 101.68
73061	X-ray humerus, distal, including elbow	\$ 101.68
73090	X-ray forearm, proximal, including elbow	\$ 61.25
73091	X-ray forearm, distal, including wrist	\$ 61.25
73120	X-ray hand, including fingers	\$ 61.25
73510	X-ray hip joint	\$ 110.25
73550	X-ray femur, proximal	\$ 91.88
73551	X-ray femur, distal	\$ 91.88
73560	X-ray knee	\$ 61.25
73590	X-ray leg, proximal	\$ 61.25
73591	X-ray leg, distal	\$ 61.25
73600	X-ray ankle	\$ 57.58
73620	X-ray foot, including toes	\$ 57.58

PATHOLOGY

80002	AG Ratio/Bilirubin	\$ 8.60
80184	Blood, phenobarbital level	\$ 19.61
82310	Blood Calcium	\$ 8.82
80156	Blood, Tegretol level (serum carbamazepine)	\$ 24.92
82565	Blood, creatinine	\$ 8.77
80164	Blood, Depakene level (valproic acid)	\$ 23.19
80185	Blood, Dilantin level (phenytoin)	\$ 22.69
80188	Blood, Mysoline level (primidone)	\$ 28.40
84450	SGOT	\$ 8.84
84460	SGPT	\$ 9.07
85013	Hematocrit (not to be ordered with code 85031)	\$ 4.05
85031	Blood count, complete (not to be ordered with code 85013)	\$ 10.13
85044	Reticulocyte count	\$ 7.36
85595	Platelet count	\$ 7.66
85610	Prothrombin time	\$ 6.73

I, the certified bidder, accept the above rates in performing the set deliverables described throughout this RFP.

(Print Name)

(Title)

(Signature)

(Date)

ATTACHMENT E

DOH AGREEMENT

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: 3450000

CONTRACTOR (Name and Address):

TYPE OF PROGRAM(S):

CHARITIES REGISTRATION NUMBER:

CONTRACT TERM

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

FROM:
TO:

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 NYS 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

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

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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 issued 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 (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim 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 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

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: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

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.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a 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" ("Prohibited Entities List") posted at:

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency 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 state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency 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.

**APPENDIX X
GLBU: DOH01**

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), having its mailing address at _____, 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:

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

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

\$ _____ From / / to / / .

This will result in new contract terms of:

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

Signature Page for:
Contract Number: _____

Contractor: _____

Amendment Number: X-_____

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 Proposals" 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

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:

1. Preferred Method: Email a . pdf copy of your signed voucher to the BSC at: accountspayable@ogs.ny.gov with a subject field as follows:

Subject: **Unit ID: 3450437 Contract #TBD**

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

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

NYS Department of Health

**Unit ID 3450000
c/o NYS OGS BSC Accounts Payable
Building 5, 5th Floor
1220 Washington Ave
Albany, NY 12226-1900**

- A. 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.ny.gov/epay/index.htm, by email at 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.ny.gov/vendors/vendorsguide/guide.htm>.

Contractor shall be reimbursed for services performed under this Agreement based on the submission of a Claim for Payment form satisfactory to the New York State Department of Health and the Office of the State Comptroller. Bills must conform to DOHs fiscal payment process. The Contractor will submit a Claim for Payment no more than once per month.

Services shall be invoiced at the SDRU Statewide CE Fee Schedule rate for each procedure performed for the applicant/recipient in the month that the CE report is submitted to the SDRU. It is the Contractor's responsibility to insure proper and timely delivery of services ordered pursuant to the contract resulting from this RFP and the proper and timely submission of the associated Claim for Payment.

III. Term of Contract

- A. Upon approval of the Commissioner of Health, 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:
 - 1. 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;
 - 2. 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;
 - 3. 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 excluded 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.

FF. CONFLICTS OF INTEREST

1. The CONTRACTOR has provided a form (Exhibit A, Vendor Assurance of No Conflict of Interest or Detrimental Effect), signed by an authorized executive or legal representative attesting that the CONTRACTOR's performance of the services does not and will not create a conflict of interest with, nor position the CONTRACTOR to breach any other contract currently in force with the State of New York, that the CONTRACTOR will not act in any manner that is detrimental to any STATE project on which the CONTRACTOR is rendering services.

2. The CONTRACTOR hereby reaffirms the attestations made in its proposal and covenants and represents that there is and shall be no actual or potential conflict of interest that could prevent the CONTRACTOR's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this AGREEMENT. The CONTRACTOR shall have a duty to notify the STATE immediately of any actual or potential conflicts of interest.
3. In conjunction with any subcontract under this AGREEMENT, the CONTRACTOR shall obtain and deliver to the STATE, prior to entering into a subcontract, a Vendor Assurance of No Conflict of Interest or Detrimental Effect form, signed by an authorized executive or legal representative of the subcontractor. The CONTRACTOR shall also require in any subcontracting agreement that the subcontractor, in conjunction with any further subcontracting agreement, obtain and deliver to the STATE a signed and completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form for each of its subcontractors prior to entering into a subcontract.
4. The STATE and the CONTRACTOR recognize that conflicts may occur in the future because the CONTRACTOR may have existing, or establish new, relationships. The STATE will review the nature of any relationships and reserves the right to terminate this AGREEMENT for any reason, or for cause, if, in the judgment of the STATE, a real or potential conflict of interest cannot be cured.

GG. PUBLIC OFFICERS LAW

Contractors, consultants, vendors, and subcontractors may hire former State Agency or Authority employees. However, as a general rule, the contractor shall be informed that in accordance with New York Public Officers Law, former employees of the State Agency or Authority may neither appear nor practice before the State Agency or Authority, nor receive compensation for services rendered on a matter before the State Agency or Authority, for a period of two years following their separation from State Agency or Authority service. In addition, former State Agency or Authority employees are subject to a "lifetime bar" from appearing before the State Agency or Authority or receiving compensation for services regarding any transaction in which they personally participated or which was under their active consideration during their tenure with the State Agency or Authority.

HH. ETHICS REQUIREMENTS

The Contractor and its Subcontractors shall not engage any person who is, or has been at any time, in the employ of the State to perform services in violation of the provisions of the New York Public Officers Law, other laws applicable to the service of State employees, and the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York State Joint Commission on Public Ethics, or its predecessors (collectively, the "Ethics Requirements"). The Contractor, by signing the Contract, certifies that all of its employees and those of its Subcontractors who are former employees of the State and who are assigned to perform services under this Contract shall be assigned in accordance with all Ethics Requirements. During the Term, no person who is employed by the Contractor or its Subcontractors and who is disqualified from providing services under this Contract pursuant to any Ethics Requirements may share in any net revenues of the Contractor or its Subcontractors derived from this Contract. The Contractor shall identify and provide the State with notice of those employees of the Contractor and its Subcontractors who are former employees of the State that will be assigned to perform services under this Contract, and make sure that such employees comply with all applicable laws and prohibitions. The State may request that the Contractor provide whatever information the State deems appropriate about each such person's engagement, work cooperatively with the State to solicit advice from the New York State Joint Commission on Public Ethics, and, if deemed appropriate by the State, instruct any such person to seek the opinion of the New York State Joint Commission on Public Ethics. The State shall have the right to withdraw or withhold approval of any Subcontractor if utilizing such Subcontractor for any work performed hereunder would be in conflict with any of the Ethics Requirements. The State shall have the right to terminate this Contract at any time if any work performed hereunder is in conflict with any of the Ethics Requirements.

II. SUBCONTRACTING

The CONTRACTOR agrees not to subcontract any of its services, unless as indicated in its proposal, without the prior written approval of the STATE. Approval shall not be unreasonably withheld upon receipt of written

request to subcontract.

The CONTRACTOR may arrange for a portion/s of its responsibilities under this AGREEMENT to be subcontracted to qualified, responsible subcontractors, subject to approval of the STATE. If the CONTRACTOR determines to subcontract a portion of the services, the subcontractors must be clearly identified and the nature and extent of its involvement in and/or proposed performance under this AGREEMENT must be fully explained by the CONTRACTOR to the STATE. As part of this explanation, the subcontractor must submit to the STATE a completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form, as required by the CONTRACTOR prior to execution of this AGREEMENT.

The CONTRACTOR retains ultimate responsibility for all services performed under the AGREEMENT.

All subcontracts shall be in writing and shall contain provisions, which are functionally identical to, and consistent with, the provisions of this AGREEMENT including, but not limited to, the body of this AGREEMENT, Appendix A – Standard Clauses for New York State Contracts and Appendix B. Unless waived in writing by the STATE, all subcontracts between the CONTRACTOR and subcontractors shall expressly name the STATE and the Department of Health, as the sole intended third party beneficiary of such subcontract. The STATE reserves the right to review and approve or reject any subcontract, as well as any amendment to said subcontract(s), and this right shall not make the Department of Health the STATE a party to any subcontract or create any right, claim, or interest in the subcontractor or proposed subcontractor against the STATE.

The STATE reserves the right, at any time during the term of the AGREEMENT, to verify that the written subcontract between the CONTRACTOR and subcontractors is in compliance with all of the provisions of this Section and any subcontract provisions contained in this AGREEMENT.

The CONTRACTOR shall give the STATE immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a subcontractor or which may affect the performance of the CONTRACTOR's duties under the AGREEMENT. Any subcontract shall not relieve the CONTRACTOR in any way of any responsibility, duty and/or obligation of the AGREEMENT.

If at any time during performance under this AGREEMENT total compensation to a subcontractor exceeds or is expected to exceed \$100,000, that subcontractor shall be required to submit and certify a Vendor Responsibility Questionnaire.

APPENDIX B: REQUEST FOR PROPOSAL

To be added upon award

APPENDIX C: PROPOSAL OF BIDDER

To be added upon award.

APPENDIX H:

HIPAA CONFIDENTIALITY

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 Amendment X-?, the New York State Department of Health hereby establishes an overall goal of **0%** for Minority and Women-Owned Business Enterprises (“MWBE”) participation, **0%** for Minority-Owned Business Enterprises (“MBE”) participation and **0%** 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. 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 10th 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.

V. 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.

ATTACHMENT F

NEW YORK STATE DOH MWBE RFP REQUIRED FORMS

All DOH procurements have a section entitled “**MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE REQUIREMENTS.**” This section of procurement sets forth the established DOH goal for that particular procurement and also describes the forms that must be completed with their bid. Below is a summary of the forms used in the DOH MWBE Participation Program by a bidder.

Form #4 – MWBE Staffing Plan- This form should be completed based on the composition of staff working on the project. Enter the numbers or counts in the corresponding boxes and add up the totals in each column. This form is for diversity research purposes only and has no bearing on MWBE goal achievement.

Form #5 – EEO and MWBE Policy Statement -This is a standard EEO policy that needs to be signed and dated and submitted. If Bidder has their own EEO policy it may be submitted instead of endorsing this document.

- M/WBE Form #4 -

New York State Department of Health

M/WBE STAFFING PLAN

For project staff, consultants and/or subcontractors working on this grant complete the following plan. This has no impact on MWBE utilization goals, or the submitted Utilization Plan - Form#1. This is for diversity research purposes.

Contractor Name _____

Address _____

STAFF	Total	Male	Female	Black	Hispanic	Asian/ Pacific Islander	Other
Executive/Senior level Officials							
Managers/Supervisors							
Professionals							
Technicians							
Administrative Support							
Craft/Maintenance Workers							
Laborers and Helpers							
Service Workers							
Totals							

(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:

Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations. Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.

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.

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.

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.

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 (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, age, 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

Signature & Date

ATTACHMENT G

BIDDER'S DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

Procurement Title:[Type text]

RFP #: [Type text]

Bidder Name: [Type text]

Bidder Address: [Type text]

Bidder SFS Vendor ID #: [Type text]

Bidder Federal ID#: [Type text]

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

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

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

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

No

Yes

If yes, please answer the next questions:

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

No

Yes

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

No

Yes

Attachment G Page 1

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

Governmental Entity: [Type text]

Date of Finding of Non-responsibility: [Type text]

Basis of Finding of Non-Responsibility: [Type text]

(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: [Type text]

Date of Termination or Withholding of Contract: [Type text]

Basis of Termination or Withholding: [Type text]

(Add additional pages as necessary)

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 H

ENCOURAGING USE OF NEW YORK BUSINESSES IN CONTRACT PERFORMANCE

I. Background

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing service and technology. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects bidders/ proposers to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

II. Required Identifying Information

Bidders/proposers can demonstrate their commitment to the use of New York State businesses by responding to the question below:

Will New York State Businesses be used in the performance of this contract?

YES **NO**

If yes, identify New York State businesses that will be used and attach identifying information. Information should include at a minimum: verifiable business name, New York address and business contact information.

ATTACHMENT I

NO-BID FORM

PROCUREMENT TITLE: _____ RFP # _____

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 J

VENDOR RESPONSIBILITY ATTESTATION

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

Choose one:

- An on-line Vendor Responsibility Questionnaire has been updated or created at OSC's website: <https://portal.osc.state.ny.us> within the last six months.

- A hard copy Vendor Responsibility Questionnaire is included with this proposal/bid and is dated within the last six months.

- A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental entities, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

Signature of Organization Official: _____

Print/type Name: _____

Title: _____

Organization: _____

Date Signed: _____

ATTACHMENT K

Vendor Assurance of No Conflict of Interest or Detrimental Effect

The CONTRACTOR offering to provide services pursuant to this Contract, as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this contract does not and will not create a conflict of interest with nor position the CONTRACTOR to breach any other contract currently in force with the State of New York.

The CONTRACTOR will disclose any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliated contractor, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the Respondent or former officers and employees of the Contractor or their Affiliates, in connection with your rendering services enumerated in this Contract. If a conflict does or might exist, please attach a description of how you would eliminate or prevent it. Indicate what procedures will be followed to detect, notify the Agencies of, and resolve any such conflicts. If no such conflicts exists, please indicate.

In addition, the Contractor must disclose whether it, or any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary action by the New York State Commission on Public Integrity or its predecessor State entities (collectively, "Commission"). If so, attached a brief description indicating how any matter before the Commission was resolved or whether it remains unresolved. If no such action exists, please indicate that as well.

Furthermore, the CONTRACTOR attests that it will not act in any manner that is detrimental to any State project on which the CONTRACTOR is rendering services. Specifically, the CONTRACTOR attests that:

1. The fulfillment of obligations by the CONTRACTOR, as proposed in the response, does not violate any existing contracts or agreements between the CONTRACTOR and the State;
2. The fulfillment of obligations by the CONTRACTOR, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the CONTRACTOR has with regard to any existing contracts or agreements between the CONTRACTOR and the State;
3. The fulfillment of obligations by the CONTRACTOR, as proposed in the response, does not and will not compromise the CONTRACTOR's ability to carry out its obligations under any existing contracts between the CONTRACTOR and the State;
4. The fulfillment of any other contractual obligations that the CONTRACTOR has with the State will not affect or influence its ability to perform under any contract with the State resulting from this RFP;
5. During the negotiation and execution of any contract resulting from this RFP, the CONTRACTOR will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
6. In fulfilling obligations under each of its State contracts, including any contract which results from this RFP, the CONTRACTOR will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
7. No former officer or employee of the State who is now employed by the CONTRACTOR, nor any former officer or employee of the CONTRACTOR who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and

8. The CONTRACTOR has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

CONTRACTORS responding to this contract should note that the State recognizes that conflicts may occur in the future because a CONTRACTOR may have existing or new relationships. The State will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Name: _____

Title: _____

Signature: _____

Date: _____

This form must be signed by an authorized executive or legal representative.

ATTACHMENT L

DEPARTMENT OF HEALTH SECURITY REQUIREMENTS FOR CONSULTATIVE EXAMINATIONS

Within the first 60 days of the contract start date, the contractor must provide to the Department a security plan that describes their security and compliance with all applicable NYS policies and standards (the list below highlights the most pertinent items):

- All policies and standards defined in the New York State ITS security policies and standards (its.ny.gov/eiso/policies/security), including, but not limited to:
 - o NYS-P10-006 – Identity Assurance Policy,
 - o NYS-S13-001 – Secure System Development Life Cycle Standard,
 - o NYS-S13-002 – Secure Coding Standard (if applicable),
 - o NYS-S13-004 – Identity Assurance Standard,
 - o NYS-S14-003 – Information Security Controls Standard,
 - o NYS-S14-005 – Security Logging Standard,
 - o NYS-S14-007 – Encryption Standard,
 - o NYS-S14-013 – Account Management / Access Control Standard
 - o NYS-S15-001 – Patch Management Standard (if applicable) and
 - o NYS-S15-002 – Vulnerability Scanning Standard

EXHIBIT 1

Facility Information Form

Facility Information

Facility Name:
Address:
Parking Available:
Total Square Footage (provide floorplans):
Describe how the proposed facility meets the requirements specified in Facilities Requirements Section 4.2. Please include a description of how the applicant/recipient will get to the facility using all modes of transportation.

ATTACH A COPY OF THE LEASE COMMITMENT LETTER AND FLOORPLAN TO FORM

**ANCILLARY TESTS AND EQUIPMENT AVAILABLE
AT THIS LOCATION**

Test Performed	Equipment Type	Manufacturer	Model	Age	Calibration/Service Requirements

NOTE: If offsite facility is proposed for ancillary testing at this location, attach a letter of commitment from the facility(ies).

**PROPOSED APPOINTMENT SCHEDULE DAYS/HOURS OF OPERATION
AT THIS LOCATION**

List all physician specialties and hours present to cover mandatory and optional services

DAYS	SPECIALTY	HOURS COVERED
MONDAY		
TUESDAY		
WEDNESDAY		
THURSDAY		
FRIDAY		

EXHIBIT 2

Appointment Letter

Contractor's Toll Free Number: 1-800-
Contractor's Fax Number:

Date: Click here to enter date.
Order #: Click here to enter number.

Click here to enter name.
Click here to enter address.
Click here to enter address.

Date of Birth: Click here to enter DOB.
Client ID Number (CIN): Click here to enter CIN.
Disability ID Number: Click here to enter DIN.

Dear Click here to enter name.:

This agency is responsible for obtaining additional medical information in connection with your application or continuation of Medicaid disability benefits. IT WILL BE NECESSARY FOR YOU TO BE EXAMINED BY THE SPECIALIST NAMED BELOW REGARDING Click here to enter text.. **WE WILL PAY FOR ALL EXAMINATIONS AND TESTS REQUIRED.**

Specialist: Click here to enter name.
Address: Click here to enter address.
Click here to enter address.

Specialist's Telephone Number: Enter phone number.
Specialist's Fax Number: Enter fax number.

Your appointment is on Click here to enter a date at Enter time. A.M. or P.M.

You must keep this appointment at the time and date indicated above. Bring this notice, personal identification (e.g., U.S. State-issued driver's license or ID card with photo; ID card issued by the federal, state or local government agency; U.S. passport; U.S. military ID; student or school ID with photo; verified school, nursery school or daycare records for children under 16 or clinic; doctor or hospital records for children under 16) and all current medications you take in their original containers. Also, bring your hearing aids, eyeglasses, contact lenses, canes, or other medical aids if you use them.

If you require assistance with transportation, call us immediately so that we can make the necessary arrangements **before** the examination.

Please call us IMMEDIATELY if you have any problem keeping the appointment with the specialist or getting to the specialist's office.

If you do not speak English, or do not speak English well, we can provide you with an interpreter at no cost to you. Or, you may wish to bring your own adult interpreter with you such as a friend or family member, but with the understanding that our own interpreter may be present at the time of the examination. **If you want us to provide an interpreter, please contact the NYS Department of Health, State Disability Review Unit, at 1-866-330-0591 as soon as possible before your exam date.**

YOU ARE EXPECTED TO KEEP THIS APPOINTMENT. IF YOU FAIL TO KEEP THIS APPOINTMENT, AND YOU DO NOT ADVISE US OF THE REASON YOU ARE UNABLE TO APPEAR FOR THE EXAMINATION, THE DECISION MAY BE MADE BASED ON THE INFORMATION IN YOUR CASE; AND IT MAY BE FOUND THAT YOU ARE NOT (OR NO LONGER) DISABLED OR BLIND.

EXHIBIT 3

Third Party Authorization to Release Form

NEW YORK STATE DEPARTMENT OF HEALTH
State Disability Review Unit

Authorization to Release Protected Medicaid Applicant/Recipient Information to a Third Party

Section I

Medicaid Applicant/Recipient Name:	Date of Birth:	Social Security Number (Last four digits):
Address:	Client ID Number(CIN):	Disability ID Number(DIN):

By signing this form, I understand that I am allowing the New York State Department of Health to disclose my consultative medical report to the person(s), health provider or entity listed in Section II. This may include information on certain conditions such as HIV/AIDS, Mental Health and Alcohol and Substance Abuse.

Section II

1. Name of the person(s), health provider or entity authorized to receive or use this information:

2. Address:

3. Phone Number: ()

1. Purpose for the release of information: To provide the individual's designated treating physician with a copy of a consultative medical report, as requested by the applicant/recipient.

2. I understand that I may get a copy of this form after I sign it.

3. I may revoke this authorization at any time by notifying the Department of Health in writing at the address below, but, if I do, it will not have any effect on actions that the Department took before they received the revocation. If not previously revoked, this authorization will expire upon completion of this request or one year from the date this form is signed, whichever comes first.

I authorize the New York State Department of Health State Disability Review Unit to release health information of the person named in Section I to the person(s), health provider or entity authorized in Section II.

SIGNATURE OF THE APPLICANT/RECIPIENT OR REPRESENTATIVE AUTHORIZED BY LAW

DATE

Please return to: **State Disability Review Unit OCP-826**
State of New York
Department of Health
Albany, NY 12237

EXHIBIT 4

Appointment History Report

IF REQUESTED BY THE STATE DISABILITY REVIEW UNIT (SDRU), THE CONTRACTOR MUST COMPLETE THE CONSULTATIVE EXAM APPOINTMENT HISTORY REPORT AND SEND IT TO:

Client Name: Click here to enter name.	Date of Birth: Click here to enter a date.
Address: Click here to enter address. Click here to enter address.	Client ID Number(CIN): Click here to enter CIN.
	Disability ID Number(DIN): Click here to enter DIN.

**State Disability Review Unit-OCP 826
State of New York
Department of Health
Albany, NY 12237**

First Appointment: **Scheduled for:** Click here to enter a date. **at** Click here to enter time.

- by phone, agrees to attend, with confirming letter mailed
- by letter (no phone or unable to reach by phone)
- unable to contact client after two attempts at different times on different days:
Click here to enter a date. Click here to enter a date.

Reminder Phone call:

- unable to contact client after two attempts at different times on different days:
Click here to enter a date. Click here to enter a date.
- client contacted, will attend
- client contacted, will not attend because Click here to enter text.

First Appointment Status:

- client kept appointment (all exams/ tests completed Yes No)
- client did not keep the appointment, did not call
- client cancelled and will not/cannot re-schedule the appointment now or in the near future. Client told to contact the SDRU.
- client re-scheduled

Second Appointment: **Scheduled for:** Click here to enter text. **at** Click here to enter time.

- by phone, agrees to attend, with confirming letter mailed
- by letter (no phone or unable to reach by phone) Click here to enter text.

Reminder Phone call:

- unable to contact client after two attempts at different times on different days:
Click here to enter a date. Click here to enter a date.
- client contacted, will attend the second appointment
- client contacted, will not attend second appointment. Client told to contact the SDRU.

Appointment Status:

- client kept second appointment (all exams/ tests completed Yes No)
- client did not keep the appointment, did not call
- client cancelled and will not/cannot re-schedule the appointment now or in the near future. Client told to contact the SDRU.

Third Appointment: **Approved by** Click here to enter name. **Scheduled for:** Enter a date. **at** Enter time.

- client kept third appointment, (all exams/ tests completed Yes No)
- client did not keep the third appointment, all paperwork returned to the SDRU.

EXHIBIT 5

Third Party Appointment Progress Report

Date: Click here to enter a date.

Client Name: Click here to enter name.	Date of Birth: Click here to enter DOB.	Order #: Click here to enter number.
Address: Click here to enter address. Click here to enter address.	Client ID Number(CIN): Click here to enter CIN.	Disability ID Number(DIN): Click here to enter DIN.

1. Contacted claimant on Click here to enter a date.. Exam scheduled for Click here to enter a date. at Click here to enter time. and an appointment letter was sent on Click here to enter a date.
OR
 Unable to contact claimant after two attempts on two different days at two different times: Click here to enter a date. and Click here to enter a date. Exam scheduled for Click here to enter a date. at Click here to enter time., and an appointment letter was sent on Click here to enter a date.

 2. Contacted third party on Click here to enter a date. and requested assistance. Third party assistance request letter sent on Click here to enter a date.
OR
 Unable to contact third party after two attempts on two different days at two different times: Click here to enter a date. and Click here to enter a date. Third party assistance request letter sent on Click here to enter a date.

 3. Exam reminder notice sent on Click here to enter a date.
-

EXHIBIT 6

Required Specialties

SPECIALTIES REQUIRED BY SDRU TO PERFORM EXAMINATIONS

MANDATED MEDICAL EXAMINATIONS

PROCEDURE CODE	DESCRIPTION	AMERICAN BOARD CERTIFIED OR BOARD ELIGIBLE
90001	Complete Examination Specialist (Internal Medicine)	Internal Medicine, Family Practice, Emergency Medicine, Physical Medicine and Rehabilitation, Preventive Medicine, Sports Medicine, Occupational Medicine
90002	Complete Examination Orthopedic	Orthopedic Surgery, Surgery, Physical Medicine and Rehabilitation, Sports Medicine, Occupational Medicine
90003	Complete Examination Psychiatric	Psychiatry and Neurology (Psychiatry), Psychologist
90004	Complete Examination Neurological	Psychiatry and Neurology (Neurology), Psychiatrist
90009	Complete Examination Pediatric	Pediatrics
90008	Drug Addiction/Alcohol Examination	See 90001 and 90003 if psychiatric exam warranted
92506	Speech and Language Evaluation	Must be administered by New York State Licensed Speech Pathologist

The following Mandated Psychological Evaluations must be administered by a New York State Licensed Psychologist

PROCEDURE CODE	DESCRIPTION
9800	Intelligence Evaluation
9804	Non-Verbal Intelligence Evaluation

OPTIONAL MEDICAL EXAMINATIONS

PROCEDURE CODE	DESCRIPTION	AMERICAN BOARD CERTIFIED OR BOARD ELIGIBLE
90005	Complete Eye Examination	Ophthalmology or Optometry
90006	Complete Ear Examination (without Barany or Caloric)	Otolaryngology

MEDICAL REPORT FOR DETERMINATION OF DISABILITY
NEW YORK STATE DEPARTMENT OF HEALTH
STATE DISABILITY REVIEW UNIT

EXHIBIT 7

Reporting Requirements

FORMS

Reporting Requirements for Orthopedic Examinations----- Page 2
Range of Motion Chart----- Page 3, 4
Reporting Requirements for Musculoskeletal Examination (Internist)----- Page 5
Reporting Requirements for Spinal Disorders----- Page 6
Reporting Requirements for Visual Impairments----- Page 7, 8
Reporting Requirements for Examinations for Hearing Disorders----- Page 9
Reporting Requirements for a Comprehensive Speech and Language Evaluation----- Page 10, 11
Reporting Requirements for Pulmonary Disorders----- Page 12
Pulmonary Function Test Results----- Page 13, 14
Reporting Requirements for Exercise Arterial Blood Gas Studies----- Page 15, 16
Reporting Requirements for Cardiovascular Disorders----- Page 17
Treadmill Test----- Page 18-22
Reporting Requirements for Peripheral Vascular Exams----- Page 23, 24
Reporting Requirements for Digestive System----- Page 25
Reporting Requirements for Genito-Urinary Impairments----- Page 26
Reporting Requirements for Hemic and Lymphatic System----- Page 27
Reporting Requirements for Skin Impairments----- Page 28
Reporting Requirements for Endocrine System----- Page 29
Reporting Requirements for Nervous System----- Page 30
Reporting Requirements for Seizure Disorders----- Page 31
Reporting Requirements for Psychiatric Consultative Examinations----- Page 32
Reporting Requirements for Neoplastic Diseases Reporting----- Page 33
Requirements for Intelligence Testing----- Page 34
Social and Occupational Assessment Form----- Page 35, 36
Childhood Disability Consultative Examination General Questionnaire----- Page 37
Childhood Growth Impairment----- Page 38
Childhood Musculoskeletal Impairment----- Page 39
Childhood Visual Impairment----- Page 40
Childhood Hearing Impairment----- Page 41
Childhood Respiratory Impairment----- Page 42
Childhood Cardiovascular Impairment----- Page 43
Childhood Digestive System Impairment----- Page 44
Childhood Genito-Urinary System Impairment----- Page 45
Childhood Hemic and Lymphatic System Impairment----- Page 46
Childhood Endocrine Impairment----- Page 47
Childhood Neurological Impairment----- Page 48
Reporting Requirements for Child/Adolescent Psychiatric Consultative Examinations----- Page 49
Childhood Neoplastic Disease----- Page 50
Reporting Requirements for DAJA Medical Evaluation by Internist----- Page 51

Reporting Requirements for Orthopedic Examinations

Please include the following in your narrative report:

1. Date(s) of your examination.
 2. History obtained including:
 - a. Date(s) and description of the earliest symptoms.
 - b. Date(s) and reason(s) for any hospitalization(s).
 - c. Nature of treatment given with medication, dosage and frequency, if known, and response.
 - d. Other relevant history.
 - e. Typical daily activities.
 3. Findings of a complete musculoskeletal system review including:
 - a. Site(s) of any deficit(s) in range of motion with remaining range of motion in degrees (you may use the enclosed Range of Motion (ROM) chart or dictate the deficits in your narrative report), observations noted during the examination, i.e., gait and station, how client got on and off the examining table, ability to walk on heels and toes, squat and arise from a squatting position. Where there is use of a hand held assistive device, the examination should be with and without the device (unless it is medically contraindicated). When there is involvement of the lower back, report the results of straight leg raising in BOTH the sitting and supine positions, including the reason for reporting a positive result. In lower extremity amputations, include a description of the stump without the prosthesis(es), describe the ability to ambulate with the prosthesis(es) including a description of the medical reason (s) for inability to ambulate effectively.
- Note: The measurements of joint motion are based on the techniques described in the "Guides to the Evaluation of Permanent Impairment-the Extremities and Back": American Medical Association 5th Edition.
- b. Site and severity of any motor (0-5 with 5 normal), sensory, and reflex abnormalities.
 - c. Description of any atrophies including: site, point of measurement (e.g., 2" above knee. etc.) and circumferential measurements of both the affected and unaffected extremities. If upper extremity muscles and/or cervical spine involved, include measurements of grip and pinch strength, and ability for fine and gross manipulations.
 - d. Site and severity of any anatomical deformities (contractures, subluxation, ankylosis, instability, enlargement or effusion).
 - e. In cases of rheumatoid activity give:
 - (1) Date current episode began.
 - (2) Current symptoms (if different from 2a).
 - (3) Joints involved with findings on examination (e.g., heat, swelling, tenderness, etc.)
 - f. Height and Weight (without shoes).
 - g. Results and interpretation of laboratory findings.
4. Diagnosis, including etiology and prognosis.
 5. Describe any other significant condition present.

RANGE OF MOTION CHART

Patient's Name: _____

DIN #: _____

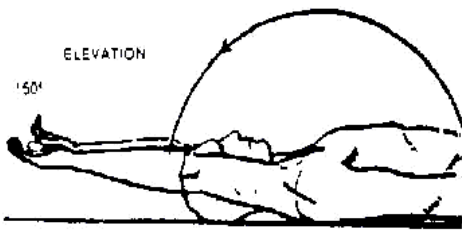
Diagnosis: _____

Please complete **ONLY** the sections of this chart which illustrate joints that have less than full range of motion. Proceed by filling in the degree at which motion stops. Sections left blank will be considered normal.

SHOULDER

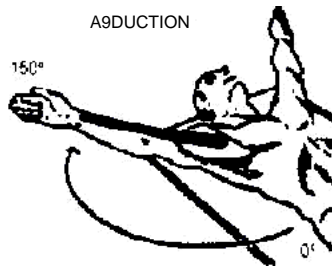
A. Forward Elevation (0°-150°)

Right _____ Left _____



B. Abduction (0°-150°)

Right _____ Left _____



C. Adduction (0°-30°)

Right _____ Left _____

D. Internal Rotation (0°-40°)

Right _____ Left _____

E. External Rotation (0°-90°)

Right _____ Left _____

ELBOW

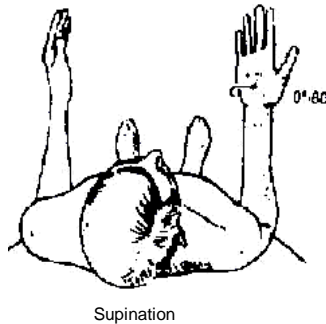
A. Flexion-Extension (0°-150°)

Right _____ Left _____



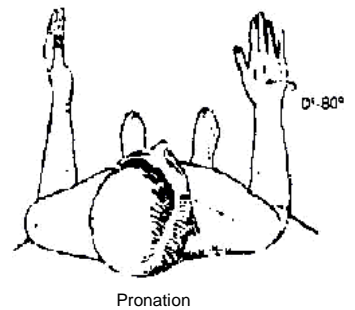
B. Supination (0°-80°)

Right _____ Left _____



C. Pronation (0°-80°)

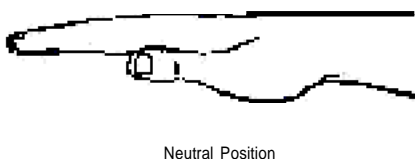
Right _____ Left _____



WRIST

A. Dorsiflexion (0°-60°)

Right _____ Left _____



B. Palmar Flexion (0°-70°)

Right _____ Left _____

C. Radial Deviation (0°-20°)

Right _____ Left _____

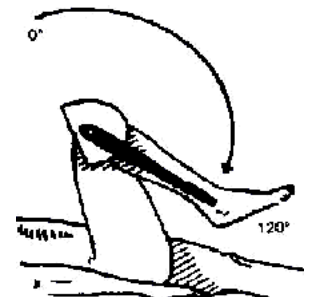
D. Ulnar Deviation (0°-30°)

Right _____ Left _____

KNEE

A. Flexion-Extension (0°-120°)

Right _____ Left _____



MEDICAL REPORT FOR DETERMINATION OF DISABILITY
 NEW YORK STATE DEPARTMENT OF HEALTH
 STATE DISABILITY REVIEW UNIT

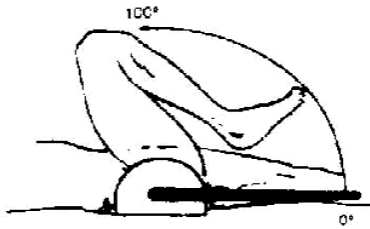
RANGE OF MOTION CHART (Continued)

Patient's Name: _____ DIN# _____

HIP

A. Forward Flexion (0°-100°)

Right _____ Left _____

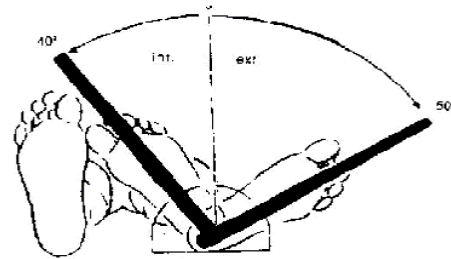


B. Backward Extension (0°-30°)

Right _____ Left _____

C. Rotation-Interior (0°-40°)

Right _____ Left _____



Rotation-Exterior (0°-50°)

Right _____ Left _____

D. Abduction (0°-40°)

Right _____ Left _____

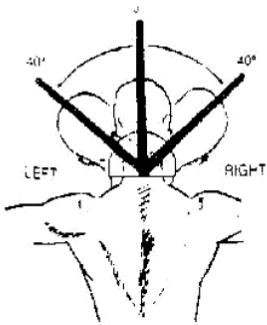
E. Adduction (0°-20°)

Right _____ Left _____

SPINE (Cervical Region)

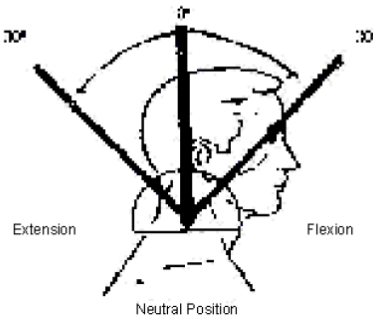
A. Lateral Flexion (0°-40°)

Right _____ Left _____



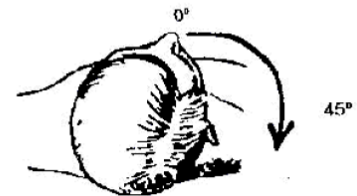
B. Flexion (0°-30°)

C. Extension (0°-30°)



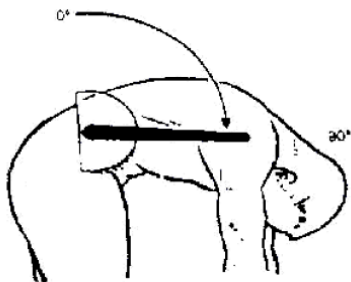
D. Rotation (0°-45°)

Right _____ Left _____



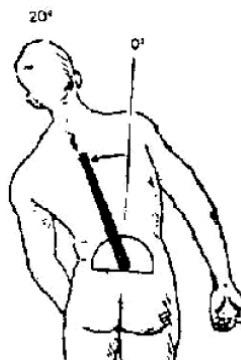
SPINE (Lumbar Region)

A. Flexion-Extension (0°-90°)



B. Lateral Flexion (0°-20°)

Right _____ Left _____



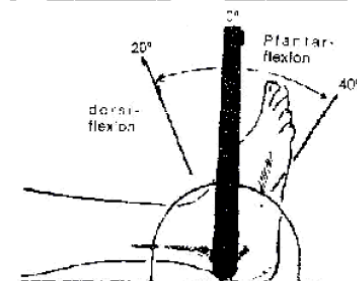
ANKLE

A. Dorsi-Flexion (0°-20°)

Right _____ Left _____

B. Plantar-Flexion (0°-40°)

Right _____ Left _____



MEDICAL REPORT FOR DETERMINATION OF DISABILITY
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REPORTING REQUIREMENTS FOR MUSCULOSKELETAL EXAMINATION (Internist)

Please include the following in your narrative report.

1. Date(s) of your examination.
2. History obtained including:
 - a. Date(s) and description of the earliest symptoms.
 - b. Date(s) and reason(s) for any hospitalization(s).
 - c. Nature of treatment given, with type of medication, if known, and response.
 - d. Other relevant history.
 - e. Typical daily activities.
3. Findings on this examination including:
 - a. Height and weight (without shoes), blood pressure and pulse rate.
 - b. Specify joints involved, and describe findings (e.g. heat, swelling, tenderness, redness, limitation of motion or structural abnormalities.) You may use the enclosed ROM CHART to document any range of motion (ROM) deficits found or include these findings in your narrative report. Finger deficits should be described in terms of ability to make a fist, manipulate the fingers in performing fine and gross movements and in hand strength. Also include in your report observations noted during the examination, i.e., gait and station, how client got on and off the examining table, ability to walk on heels and toes, squat and rise from a squatting position (without the use of assistive device).
 - c. If active rheumatoid arthritis present, give date episode began.
 - d. Description of any sensory, motor (1-5 with 5 normal and reflex abnormalities).
 - e. Results and interpretation of laboratory findings.
4. Diagnosis, including etiology and prognosis.
5. Describe any other significant condition present.

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REPORTING REQUIREMENTS FOR SPINAL DISORDERS

Please include the following in your narrative report:

1. Date(s) of your examination.
2. History obtained including:
 - a. Date(s) and description of the earliest symptoms.
 - b. Date(s) and reason(s) for any hospitalization(s).
 - c. Nature of treatment given, with type of medication if known, and response.
 - d. Typical daily activities.
 - e. Other relevant history.
3. Findings on this examination including:
 - a. Height and weight (**without shoes**).
 - b. Description of gait and station.
 - c. Limitation of movement of the spine given quantitatively in degrees from the vertical position.
 - d. Sensory abnormalities.
 - e. Motor abnormalities (testing should include walking on heels and toes or arising from a squatting position without assistive device where appropriate).
 - f. Deep tendon reflexes.
 - g. Circumferential measurements of thigh and lower leg (or upper or lower arm) including actual measurements of both extremities at a stated point above and below the knee or elbow, given in inches or centimeters.
 - h. Result(s) and interpretation(s) of laboratory findings.
4. Your observation of the individual during the examination (i.e. how he or she gets on or off the examining table, stance, etc.)
5. Alternative testing used to objectively confirm abnormal findings (e.g. seated straight leg raising test in addition to supine straight leg raising test, etc.)
6. Diagnosis, including etiology and prognosis.
7. Describe any other serious condition significant to recovery.

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REPORTING REQUIREMENT FOR VISUAL IMPAIRMENTS

Please include the following in your narrative report:

- 1) Date(s) of your examination:
 - 2) History obtained including:
 - a) Date(s) and description of symptoms
 - b) Date(s) and reason(s) for any hospitalization(s)
 - c) Nature of treatment given, with type of medication, if known, and response.
 - d) Typical daily activities
 - e) Other relevant history
 - 3) Findings on your examination including:
 - a) Exact degree of central visual acuity for each eye including:
 - (1) Distant vision without correction.
 - (2) Distant vision with best correction. Give power of correcting lenses obtained by refraction.
- NOTE: The results of pinhole testing, automated refraction acuity, or a positive response to VER testing to determine best corrected visual acuity.
- (3) Distant vision with present prescription correction.
 - (4) Near vision correction using AMA, Snellen or Jaeger notation.
 - b) Tension in each eye.
 - c) Complete description of fundus.
 - d) Muscle function.
 - 4) Separate diagnoses for each eye, including etiology and prognosis.
 - 5) Describe any other significant condition present.
 - 6) Perform a test of visual fields. Acceptable equipment is Goldmann, Standard Arc or Humphrey Field Analyzer 30-2 or 24-2 threshold test. The "SSA Test Kinetic" can also be used. Automated kinetic testing should not be used if there is a significant limitation in the central visual field, such as a scotoma. Corrective spectacle lenses should not be worn during the exam. Please comment on the degree of cooperation and understanding during the field examination. Submit a copy of the visual field for both eyes. If the Humphrey SSA Test Kinetic is used, submit both the graphic printout and the numeric printout.

NOTE: Tangent screen visual fields are not acceptable as a measurement of peripheral visual fields. Field Master and similar types of perimeters which present targets at fixed points only are not acceptable.

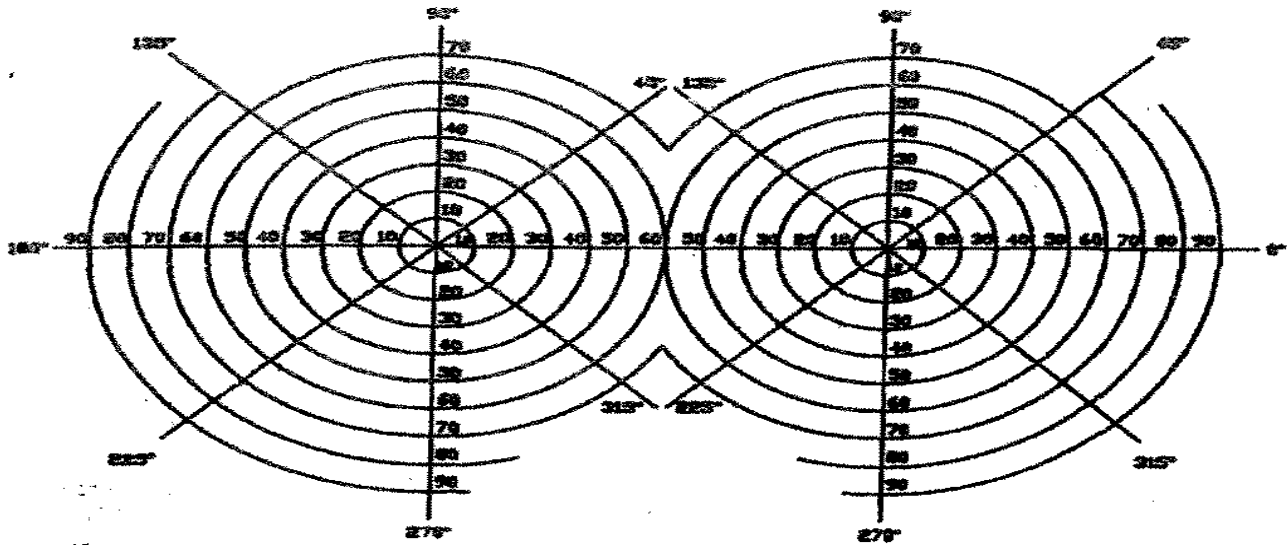
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Please check the appropriate box(es) to show test object(s) used.

phakic [] 3/330 White [] III, 4 e (Goldmann)
aphakic [] 6/330 White [] IV, 4 e (Goldmann)

LEFT EYE

RIGHT EYE



X

PHYSICIAN'S SIGNATURE

DATE

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REPORTING REQUIREMENTS FOR EXAMINATIONS FOR HEARING DISORDERS

Please perform examination and prepare your typewritten narrative report on your own stationary, pursuant to specifications and requirements outlined below. Perform only those tests and examinations which are authorized by the State Disability Review Unit.

- A. For an ear examination the report must include:
1. Date(s) of your examination.
 2. History obtained Including:
 - a. Date(s) and description of past and present symptoms.
 - b. Nature of treatment given and response.
 - c. Date(s) and reason(s) for any hospitalization(s).
 - d. Typical daily activities.
 - e. Other relevant history.
 3. Findings on this examination, to include:
 - a. Complete ear examination.
 - b. Functional test of cochlea.
 - c. Audiometric test results. (Copy of the audiogram must accompany report- do not perform test with hearing aids.)
 4. Diagnosis and prognosis.
 5. Recommended treatment.
 6. Describe any other significant condition present.
- B. Additional testing with no cochlear implant:
1. Speech reception threshold (SRT) testing (also referred to as "spondee threshold" or "ST" testing), and word recognition testing (also referred to as "word discrimination" or "speech discrimination" testing). This testing must be conducted in a sound treated booth or room and must be in accordance with the most recently published standards of the American National Standards Institute (ANSI). Each ear must be tested separately and hearing aids must not be worn during the testing.
 - a. The SRT is the minimum dB level required for to recognize 50 percent of the words on a standard list of spondee words. (Spondee words are two-syllable words that have equal stress on each syllable.) The SRT is usually within 10 dB of the average pure tone air conduction hearing thresholds at 500, 1000, and 2000 Hz. If the SRT is not within 10 dB of the average pure tone air conduction threshold, the reason for the discrepancy must be documented.
 - b. Word recognition testing determines ability to recognize a standardized list of phonetically balanced monosyllabic words in the absence of any visual cues. This testing must be performed in quiet. The list may be recorded or presented live, but in either case the words should be presented at a level of amplification that will measure maximum ability to discriminate words, usually 35 to 40 dB above SRT. However, the amplification level used in the testing must be medically appropriate, and the individual must be able to tolerate it. If the Individual cannot be tested at 35 to 40 dB above SRT, the test should report word recognition testing score at the highest comfortable level of amplification.
- C. Additional testing with cochlear implants
1. Word recognition testing performed with any version of the Hearing in Noise Test (HINT). This testing must be conducted in quiet, in a sound field. The implant must be functioning properly and adjusted to the individual's normal settings. The sentences should be presented at 60 dB HL (Hearing Level) and without any visual cues.

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REPORTING REQUIREMENTS FOR A COMPREHENSIVE SPEECH AND LANGUAGE VALUATION

Formal Testing for your Evaluation

Please administer a current, well-standardized comprehensive communication battery appropriate to the individual's age (and primary language, if available) that measures semantic and syntactic competency in both receptive and expressive modes.

Preferred tests include the most recent versions of:

- Sequenced Inventory Of Communication Development-Revised
- Preschool Language Scales
- Clinical Evaluation of Language Fundamentals
- Test Of Language Development
- Test Of Adolescent Language

Supplement formal test results with a parent questionnaire, as appropriate. For example,

- *Receptive-Expressive Emergent Language*
- *Rosetti Infant-Toddler Language Scales*

Include a current assessment tool, if needed, to validate ratings of intelligibility at the conversational/multiword level. Preferred tools are:

- Goldman Fristoe Test of Articulation
- Riley Stuttering Prediction Instrument/Riley Stuttering Severity Instrument
- Weiss Comprehensive Articulation Test

If an individual is not a candidate for standardized testing, please describe the reason, administer informal testing, and provide clinical observations.

When providing test results,

- Include the full title of the test as well as the test/subtest mean and standard deviation (SD).
- Report the individual's total language standard scores (SS), area composite SS's and individual subtest SS's (when these are part of the test protocol).
- Include operational definitions of terms, if appropriate.
- Discuss the validity of the test results relative to the individual's behavior (cooperation, interest and attention/concentration).
- Include completed test protocols with your evaluation report.
- Correct chronologic age for prematurity later in your report when you compare the child with same age typically developing peers. Generally, correct for prematurity for all children who have not attained age one year. Correct for children over one year of age where a child has a developmental delay and prematurity is still a factor in that delay. Comment whether you are using corrected age in your comparison.

Please also include the following in your report:

Date(s) of your evaluation

Developmental history

- Informant
- Reported speech and language problems, with specific examples
- Birth and post-natal medical history (including prematurity, feeding problems, ear infections or hearing loss, use of PE tubes or hearing aid(s)), developmental problems in other areas, and family history of communication problems
- Previous/current speech-language therapy and progress made
- Primary language, language used in the home, and language of instruction (if the household is bilingual or non-English speaking)
- Age when a child (under age three years at evaluation) achieved speech-language milestones including cooing, babbling, first words, phrases, sentences

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Comprehensive Speech Testing

- Oral peripheral examination
 - Oral structures. oral-motor mechanisms. voluntary movements (imitative)
 - Note unusual oral-motor behaviors (excess drooling/mouthing objects)
- Clinical observations of articulation, voice, and fluency, comparing with typically developing same age peers and with individual's cognitive level (if known)
- Description of speech intelligibility in percentages of conversational level, with familiar/non-familiar listeners, when topic is known/unknown, if relevant to the child's age/experience
 - Note child's ability to improve intelligibility upon repetition/imitation of message, noting the percent of speech that is intelligible after repetition/imitation
- Patterns of articulation errors or phonologic process, advising whether developmental, delayed or atypical for age.
 - Note contributing effect of motor-based speech disorders or use of dialectal variations.
- As appropriate, for child under three years at exam, and based upon observed skill level,
 - Description of sounds in child's repertoire (with frequency of use), play with sounds, stage of sound-making, use of sound patterns/combinations.
 - Comment on whether sound patterns are typical, delayed or atypical and whether speech is sufficient to support development of expressive language. If pattern is atypical or delayed, provide a description.

Comprehensive Language Testing

- Clinical observations (and caregiver's report) of spontaneous language understanding and production. Compare with same age typically developing peers
- Comments on the individual's overall receptive language skills and overall expressive skills in spontaneous conversation (e.g., MLU, syntax)
- Discussion of the individual's conversational/pragmatics skills relative to individual's chronologic age, e.g.,
 - Range of communicative intentions
 - Turn-taking (verbal/nonverbal), topic maintenance, repair of miscommunications, ability to account for listener's understanding
 - Use of gestures, reciprocal eye gaze/joint referencing
- Size of vocabulary, frequency/quality of multiword utterances, length of utterances
- Narrative skills relative to age expectations (individuals over three years), e.g., retell events, sequence events, use basic story structure, use pronouns/conjunctions for coherence

Assessment statement

- Correlate communicative functioning with findings from the history, observations and formal testing (language comprehension, language expression, speech production)
 - Comment on the impact of factors such as recurrent otitis media, orofacial/physical anomalies
 - Comment whether the language test profile reflects the child's every-day or school language skills
- Explain all abnormalities or comment if an explanation cannot be provided
- Describe how the speech and/or language disorder would likely affect the child's activities, learning, and/or social development [Discuss impact of the disorder(s) on the ability to perform work activities in adults.]
- Prognosis for improvement over the next twelve months

Please remember to sign your report and include your credentials.

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REPORTING REQUIREMENTS FOR PULMONARY DISORDERS

Please include the following in your narrative report.

1. Date(s) of your examination.
2. History obtained including:
 - a. Date(s) and description of past and present symptoms.
 - b. Frequency and duration of any acute episodes of respiratory distress. Include all hospital and emergency room visits for acute episodes in the past year, giving dates, if known, and description of treatment, i.e., IV drug administration or inhalation therapy, length of stay for each visit (hours, days).
 - c. Medication, including dosage and frequency.
 - d. Other relevant history.
 - e. Typical daily activities.
3. Findings on this examination including:
 - a. Height and weight (**without shoes**), blood pressure and pulse rate.
(Note: if spinal curvature distorts height, substitute arm span).
 - b. Presence of dyspnea, prolonged expiration, wheezing, rales or rhonchi.
4. Results and interpretation of laboratory findings and tests ordered.
5. Diagnosis and prognosis.
6. Recommended treatment.
7. Describe any other significant condition(s) present.

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PULMONARY FUNCTION TEST RESULTS

1. Date of Testing _____ 2. Age _____ 3. Sex _____
 4a. Height (without shoes) _____ 4b. If spinal curvature, substitute arm span _____
 5. Weight _____ 6a. Manufacturer _____ 6b. Model# _____
 7. If bronchodilators administered, enter name _____ dosage _____
 8. The largest value of at least three satisfactory forced expiratory maneuvers _____

Test	Predicted	Observed Before Bronchodilators	Observed After Bronchodilators
Total Forced Vital Capacity (FVC) BTPS	L.	L.	L.
One second forced expiratory volume (FEV1) BTPS	L/sec.	L/sec.	L/sec.

9. In requests sent to you asking only for ventilation test before bronchodilators, if wheezing or bronchospasm is present on physical examination, or if the values obtained are less than 70 percent predicted values, then testing after bronchodilators must be performed, unless there is a medical contraindication to the use of nebulized bronchodilators.
10. Was the client in acute distress? _____
11. Is wheezing present on auscultation of the chest? _____
12. State client's ability to understand directions for performing tests. _____

13. Describe client's cooperation in performing tests. _____

14. Describe nature and severity of any impairment found and comment on the correlation between the test results and the findings on your examination. _____

15. Please advise the physician who is to receive a copy of your report (if requested). If you cannot perform any part of the ordered testing at this time, state the reason. If you need to speak directly to the State Disability Review Unit regarding this client, the physician can provide you with the contact information.

X _____
PHYSICIAN'S SIGNATURE

DATE

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PULMONARY FUNCTION TESTING REQUIREMENTS

1. The results of spirometry should be expressed in liters (L), body temperature and pressure saturated with water vapor (BTPS).
2. The reported one second forced expiratory volume (FEV₁) and forced vital capacity (FVC) should represent the largest of at least three satisfactory forced expiratory maneuvers.
3. Two of the satisfactory spirograms should be reproducible for both pre-bronchodilator tests and, if indicated, post-bronchodilator tests. A value is considered reproducible if it does not differ from the largest value by more than 5 percent or 0.1L, whichever is greater.
4. Peak flow should be achieved early in expiration, and the spirogram should have a smooth contour with gradually decreasing flow through expiration.
5. The zero time for measurement of the FEV₁ and FVC, if not distinct, should be derived by linear back-extrapolation of peak flow to zero volume. A spirogram is satisfactory for measurement of the FEV₁ if the expiratory volume at the back-extrapolated zero time is less than 5 percent of the FVC or 0.1L, whichever is greater.
6. The spirogram is satisfactory for measurement of the FVC if maximal expiratory effort continues for at least 6 seconds, or if there is a plateau in the volume-time curve with no detectable change in expired volume (VE) during the last 2 seconds of maximal expiratory effort.
7. Spirometry should be repeated after administration of an aerosolized bronchodilator under supervision of the testing personal if the pre-bronchodilator FEV₁ value is less than 70 percent of the predicted normal value. Post-bronchodilator testing should be performed 10 minutes after bronchodilator administration. The dose and name of the bronchodilator administered should be specified. If bronchodilator is not administered, the reason should be clearly stated in the report.
8. Pulmonary function studies should not be performed unless the clinical status is stable (e.g. the individual is not having an asthmatic attack or suffering from an acute respiratory infection).
9. The spirometric tracing should show distance per second on the abscissa and distance per liter on the ordinate.
10. The testing device must accurately measure both time and volume, the latter to within 1 percent of a 3L calibrating volume.
11. If the spirogram is generated by any other means other than direct pen linkage to a mechanical displacement-type spirometer, the spirometric tracing must show a recorded calibration of volume units using a mechanical volume input such as a 3L syringe.
12. If the spirometer directly measures flow, and volume is derived by electronic integration, the linearity of the device must be documented by recording volume calibrations at three different flow rates of approximately 30L/min (3L/6 sec), 60L/min (3L/3 sec), and 180L/min (3L/sec). The volume calibrations should agree to within 1 percent of a 3L calibrating volume. The proximity of the flow sensor to the individual should be noted, and it should be stated whether or not a BTPS correction factor was used for the calibration recordings and for the individual's actual spirograms.
13. The spirograms must be recorded at a speed of at least 20 mm/sec, and the recording device must provide a volume excursion of at least 10 mm/L
14. If reproductions of the original spirometric tracings are submitted, they must be legible and have a time scale of at least 20 mm/sec and a volume scale of at least 10 mm/L.
15. Calculation of FEV1 from a flow-volume tracing is not acceptable.

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REPORTING REQUIREMENTS FOR EXERCISE ARTERIAL BLOOD GAS STUDIES

1. General:

- a. Resting test should be performed while breathing room air, awake and sitting or standing.
- b. Do exercise testing:
 - Only if DLCO <60% of predicted;
 - and exercise is not a risk for the individual (If a risk and exercise not done. explain in writing).

2. Methodology:

- a. Take resting arterial blood determinations of:
 - partial pressure of oxygen (PO₂),
 - resting arterial blood partial pressure of carbon dioxide (PCO₂), and
 - negative log of hydrogen ion concentration (pH).
- b. Warm-up period (treadmill walking or cycling) to acquaint individual with procedure to be done.
- c. Exercise:
 - Individual should perform steady state exercise, preferably on a treadmill for 4-6 minutes at 5 METS (17.5 ml/kg/min.). If individual cannot achieve 5 METS during warm-up, a lower workload in keeping with estimate of exercise capacity, may be used.
 - If exercise is on a bicycle ergometer, equivalent of 5 METS should be used (e.g., 450 kpm/min., or 75 watts, for a 176 lbs./80 kg. person).
 - If blood gas results at 5 METS exceed the values below, exercise should proceed to higher workloads.
- d. Monitoring:
 - ECG should be continued throughout exercise and in immediate post-exercise period.
 - ECG and blood pressure should be recorded during each minute of exercise.
- e. Drawing blood:
 - (1) During final 2 minutes of a specific level of steady state exercise, arterial blood sample should be drawn and analyzed for:
 - oxygen pressure (PO₂),
 - carbon dioxide pressure (PCO₂),
 - negative log of hydrogen ion concentration (pH).
 - (2) Sample may be obtained from an indwelling arterial catheter or by direct arterial puncture.
 - (3) If possible, measure minute ventilation, O₂ consumption, and CO₂ production.

3. Reporting:

- a. If individual fails to complete 4-6 minutes of steady state exercise, comment on the reason and report actual duration and levels of exercise performed.
- b. Provide:
 - Representative strips of ECG taken before, during and after exercise;
 - Resting and exercise arterial blood age values;
 - Treadmill speed and grade settings (or exercise levels in watts or kpm/min. if bicycle ergometer);
 - Duration of exercise;
 - Body weight;
 - O₂ consumption (STPD), minute ventilation (BTPS), and CO₂ production (STPD), if measured;
 - Altitude of test site, normal range of blood gas values, and barometric pressure on test date.

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TEST RESULTS

Client: _____ Disability ID # _____ Date: _____

Altitude of test site: _____ Barometric pressure: _____

Height: _____ Weight: _____

Exercise:

Completed: _____ mph at _____ % grade for _____

Prematurely terminated because: _____

Not completed because: _____

Symptoms during and after exercise: _____

	Pre-exercise	Exercise
PO ₂ (mmHg)		
PCO ₂ (mmHg)		
pH(mmHg)		

Minute ventilation (BTPS)	
o ₂ consumption/min (STPD)	
co ₂ production (STPD)	

The above test was performed and reported according to the criteria specified above.

Signature: _____

Date: _____

Printed name & title: _____

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REPORTING REQUIREMENTS FOR CARDIOVASCULAR DISORDERS

Please include the following in your narrative report:

1. Date (s) of your examination.
2. History obtained including:
Date (s) and description of the earliest symptoms.
 - a. Date (s) and reason (s) for any hospitalization(s).
 - b. Nature of treatment given, with type and total daily dosages of medication, if known and response.
 - c. Other relevant history.
 - d. Typical daily activities.
3. Findings on this examination including:
 - a. Present symptoms (if chest pain is alleged include the following):

(1) Character of Pain	(5) Duration of pain
(2) Location	(6) Mode of relief
(3) Sites of radiation	(7) Frequency of episodes
(4) Precipitating factors	(8) Syncope
 - b. Height and weight (**without shoes**), blood pressure and heart rate.
 - c. Findings and fundoscopic examination.
 - d. Heart sounds.
 - e. Evidence of dyspnea.
 - f. Any physical sign of congestive heart failure (e.g. hepatomegaly, peripheral or pulmonary edema).
 - g. Any evidence of cerebral involvement.
4. Results and interpretation of clinical and laboratory findings (see attached test results).

IMPORTANT: If chest pain of seeming cardiac origin is alleged, and the resting ECG is determined to be within normal limits, call the State Disability Review Unit for approval to administer an exercise ECG.

Resting ECGs taken either as a single request or as a preliminary to an exercise test must include a tracing of leads III and aVF on deep inspiration. Submit identified tracings.
5. Diagnosis, includes etiology and basis for your conclusion,
6. Prognosis,
7. Describe any other significant condition present.

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**IMPORTANT NOTICE: THESE INSTRUCTIONS HAVE BEEN REVISED DUE TO
CHANGES IN FEDERAL RULES, EFFECTIVE IMMEDIATELY**

TREADMILL EXERCISE ELECTROCARDIOGRAPH TEST REQUIREMENTS

This form must be given to the physician administering the treadmill test.

1. ECGs obtained in conjunction with treadmill, bicycle or arm exercise tests should meet the following specifications:
 - a. ECGs must include the original calibrated ECG tracing or a legible copy.
 - b. A 12-lead baseline ECG must be recorded in the upright position.
 - c. A 12-lead ECG should be recorded at the end of each minute of exercise, including at the time the ST segment abnormalities reach or exceed the criteria for abnormality described in #4 below or the individual experiences chest discomfort or other abnormalities, and also when the exercise test is terminated.
 - d. If ECG documentation of the effects of hyperventilation is obtained, the exercise test should be deferred for at least 10 minutes because metabolic changes of hyperventilation may alter the physiologic and ECG response to exercise.
 - e. Post-exercise ECGs should be recorded using a generally accepted protocol (such as the Bruce Protocol) consistent with the prevailing state of medical knowledge and clinical practice.
 - f. All resting, exercise and recovery ECG strips must have a standardization inscribed on the tracing. The ECG strips should be labeled to indicate the times recorded and the relationship to the stage of exercise protocol. The speed and grade (treadmill test) or work rate (bicycle or arm ergonomic test) should be recorded. The highest level of exercise achieved, blood pressure levels during testing and the reason(s) for terminating the test (including limiting signs of symptoms) must be recorded.
2. Methodology
 - a. The exercise test should be a 'sign or symptom-limited' test characterized by a progressive multistage regimen. A description of the protocol that was followed must be provided. A pre-exercise post-hyperventilation tracing may be essential for the proper evaluation an 'abnormal' test in certain circumstances, such as in women with the evidence of mitral valve prolapse.
 - b. The exercise test should be paced to the capabilities of the individual and be supervised by a physician. With a treadmill test, the speed, grade, (incline) and duration of exercise must be recorded for each exercise test stage performed. Other exercise test protocols or techniques that are used should utilize similar workloads.
 - c. Levels of exercise should be described in terms of workload and duration of each stage, e.g., treadmill speed and grade, or bicycle ergometer work rate in kpm/min or watts.

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3. Exercise testing should not be performed for individuals who have the following:
- a. Unstable angina not previously stabilized by medical treatment.
 - b. Uncontrolled cardiac arrhythmias causing symptoms or hemodynamic compromise.
 - c. An implanted cardiac defibrillator.
 - d. Symptomatic severe aortic stenosis.
 - e. Uncontrolled symptomatic heart failure.
 - f. Aortic dissection.
 - g. Severe pulmonary hypertension (pulmonary artery systolic pressure greater 60 mm Hg).
 - h. Left main coronary stenosis of 50 percent or greater that has not been bypassed.
 - i. Moderate stenotic valvular disease with a systolic gradient across the aortic valve of 50 mm Hg or greater.
 - j. Severe arterial hypertension (systolic greater than 200 mm Hg or diastolic greater than 110 mm Hg).
 - k. Hypertrophic cardiomyopathy with a systolic gradient of 50 mm Hg or greater, or another impairment affecting the individual's ability to use their arms and legs.

In addition, an exercise test should not be performed on individuals for whom the performance of the test is considered a significant risk.

4. Criteria for a positive test: Symptom and sign-limited exercise test demonstrating at least one of the following manifestations at a workload equivalent to 5 METs or less:

1. Ischemic Heart Disease

- a. Horizontal or downsloping depression, in the absence of digitalis glycoside treatment or hypokalemia, of the ST segment of at least -0.10 millivolts (-1.0 mm) in at least 3 consecutive complexes that are on a level baseline in any lead other than aVR, and depression of at least -0.10 millivolts lasting for at least 1 minute of recovery; or
- b. At least 0.1 millivolt (1 mm) ST elevation above resting baseline in non-infarct leads during both exercise and 1 or more minutes of recovery; or
- c. Decrease of 10 mm Hg or more in systolic pressure below the baseline blood pressure or the preceding systolic pressure measured during exercise due to left ventricular dysfunction, despite an increase in workload.

2. Chronic Heart Failure

- a. Dyspnea, fatigue, palpitations, or chest discomfort; or
- b. Three or more consecutive premature ventricular contractions (ventricular tachycardia), or increasing frequency of ventricular ectopy with at least 6 premature ventricular contractions per minute; or
- c. Decrease of 10 mm Hg or more in systolic pressure below the baseline systolic blood pressure or the preceding systolic pressure measured during exercise (see section 4.00 D4d of the Medicaid Disability Manual) due to left ventricular dysfunction, despite an increase in workload; or
- d. Signs attributable to inadequate cerebral perfusion, such as ataxic gait or mental confusion.

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BRUCE PROTOCOL

1. Client:			2. Disability ID #			3. MOD/UNIT		
3. Date of Test:		4. Age:		5. Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female		6. Height Ft. In.		7. Weight
Stage	Grade	Speed MPH	Time (Min.)	Elapsed Test Time	Blood Pressure		Heart Rate	
					Systolic	Diastolic		
Rest								
I	10%	1.7	0-1	1.				
			1-2	2.				
			2-3	3.				
II	12%	2.5	0-1	4.				
			1-2	5.				
			2-3	6.				
III	14%	3.4	0-1	7.				
			1-2	8.				
			2-3	9.				
IV	16%	4.2	0-1	10.				
			1-2	11.				
			2-3	12.				
V	18%	5	0-1	13.				
			1-2	14.				
			2-3	15.				
VI	20%	5.5	0-1	16.				
			1-2	17.				
			2-3	18.				
VII	22%	6	0-1	19.				
			1-2	20.				
			2-3	21.				
Recovery Period			0-1	22.				
			1-2	23.				
			2-3	24.				
			3-4	25.				
			4-5	26.				
			5-6	27.				
8. If test curtailed, complete items 12-20, as appropriate								
9. Give medication client is taking with dosages and frequency.								
10. Detailed description of all ECG abnormalities:								
11. Interpretation of test findings								
Physician's signature				Facility			Date	

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Treadmill Termination

CLIENT:	DISABILITY ID #:	MOD/UNIT:
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Please complete the items below if the treadmill test, which was not contraindicated per instructions on page 2 of the Treadmill Exercise electrocardiograph test requirements (page 19), and which purpose and procedures you will have explained to the client, is discontinued prior to attaining 5 METS (end of stage 1 in Bruce Protocol). Replies must be complete and detailed.

Treadmill stopped due
to: (check one)

Cardiac Reasons
(complete items 12-15)

Non-cardiac Reasons
(complete items 16-20)

Cardiac Reason(s):

Your answers to questions 12, 13, and 14 a-c should be based on your observations and responses elicited from the client before you decided to stop the test.

12. ECG changes are positive under criteria listed above on page 2 of the Treadmill Exercise electrocardiograph test requirements (page 19), item 4. Specify:

13. Fall in blood pressure: Give details: _____

14. Allegation of chest discomfort of myocardial ischemic Origin: (complete items a-e)

a. Give client's description of chest discomfort: _____

b. Where was chest discomfort located? _____

c. Did chest discomfort radiate? Yes No If so, where?

d. How long did the chest discomfort last after exercise was stopped?

e. How did the client obtain relief? _____

15. Other Cardiac: Specify: _____

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Non-Cardiac Reasons: Please answer question 16 in addition to 17-20 as appropriate:

16. Was client evaluated prior to treadmill testing to determine ability to perform test?

a. Yes, treadmill was performed after evaluation because:

b. No, pre-treadmill evaluation was not performed because:

17. Shortness of breath: Give complete description of your observations before you decided to stop the test.

18. Orthopedic: If test was stopped due to orthopedic complaints specify complaint and give description of your observations **before** the test was stopped.

19. Fatigue: Specify complaint and describe any findings noted at the time of curtailment

20. Other Non-Cardiac: Specify _____

Reminder Note: Please be sure that your narrative report contains a full description of the client's daily activities, the level of activity which causes chest discomfort and a complete description of any chest discomfort.

Signature: _____ M.D. Date: _____

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Client: _____ Disability ID # _____

*IMPORTANT NOTICE: THESE INSTRUCTIONS HAVE BEEN REVISED DUE
TO CHANGES IN FEDERAL RULES, EFFECTIVE IMMEDIATELY*

REPORTING REQUIREMENTS FOR PERIPHERAL VASCULAR EXAMINATIONS

Please include the following in your narrative report:

1. Date(s) of your examination.
2. History obtained including:
 - a. If evaluating chronic venous insufficiency comment on complaints in detail, i.e., pain, edema, how long ulceration has been present, if ulceration healed, how long healed, treatment given.
 - b. If evaluating chronic peripheral arterial insufficiency, comment on complaints in detail, i.e., description of intermittent claudication, inciting factors, nature and location of pain, severity, duration, treatment given.
 - (i) for brawny edema, provide detailed description
 - c. Typical daily activities.
3. Findings on this examination including;
 - a. Height and weight (without shoes), blood pressure, pulse rate.
 - b. Indicate the presence or absence of the following: pigmentation, cyanosis, ulceration, eczema, pallor, coldness, brawny edema stasis, dermatitis. If any of these are present give duration and severity.
 - c. If deep venous return is compromised indicate methods used in determining involvement.
 - d. The presence or absence of pulsation in the femoral artery, popliteal artery, posterior tibial artery, dorsalis pedis artery.
4. Diagnosis and Prognosis.
5. Recommended treatment.
6. Describe any other significant condition present.
7. If Arterial Doppler testing was ordered by our office, please see the specifications below and the next page.

ARTERIAL BLOOD FLOW STUDIES USING THE DOPPLER TECHNIQUE

Technique: Arterial blood flow measurements are to be performed before, and, if indicated, after exercise. A/B ratios should be calculated by dividing the systolic blood pressure determined in the ankle by the Doppler Technique (A) by the measured brachial systolic blood pressure (B). A/B values are expressed by the ratio of the two numbers.

Exercise is to be done on a treadmill for 5 minutes at 12% elevation at 2mph. Do not perform this test if medically contraindicated ((i) Unstable angina not previously stabilized by medical treatment. (ii) Uncontrolled cardiac arrhythmias causing symptoms or hemodynamic compromise. (iii) An implanted cardiac defibrillator. (iv) Symptomatic severe aortic stenosis. (v) Uncontrolled symptomatic heart failure. (vi) Aortic dissection. (vii) Severe pulmonary hypertension (pulmonary artery systolic pressure greater than 60 mm Hg). (viii) Left main coronary stenosis of 50 percent or greater that has not been bypassed. (ix) Moderate stenotic valvular disease with a systolic gradient across the aortic valve of 50 mm Hg or greater. (x) Severe arterial hypertension (systolic greater than 200 mm Hg or diastolic greater than 110 mm Hg). (xi) Hypertrophic cardiomyopathy with a systolic gradient of 50 mm Hg or greater; or another impairment affecting the individual's ability to use their arms and legs) or if the highest A/B ratio (either dorsalis pedis or posterior tibial) is less than 0.50 in either extremity, or if the highest A/B ratio is greater than 0.80 in both extremities.

All tracings generated by these studies are to be attached to the final report.

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Pre-Exercise Period				
Brachial Systolic Blood Pressure		Right: _____		Left: _____
	Right		Left	
	Systolic Pressure	A/B Ratio (Using higher brachial pressure)	Systolic Pressure	A/B Ratio (Using higher brachial pressure)
Dorsalis Pedis				
Posterior Tibial				

Post-Exercise Period				
Exercise not done because: _____				
Exercise accomplished: 2 mph at 10% or 12% elevation for _____ minutes.				
Symptoms during and after exercise: _____				
Premature termination of exercise due to: _____				
	Right Post-Exercise		Left Post-Exercise	
	Record Systolic Pressures Only			
	Immediate	10 Minutes	Immediate	10 Minutes
Dorsalis Pedis				
Posterior Tibial				
NOTE: Please return this form with your report.				
Physician's Signature			Date:	
X _____			_____	

Resting Toe Doppler

Resting Toe pressure should be measured by using any blood pressure cuff that fits snugly around the big toe and is neither too tight nor too loose. A neonatal cuff or a cuff designed for use on fingers or toes can be used in the measurement of toe pressure.

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REPORTING REQUIREMENTS FOR DIGESTIVE SYSTEM

Please include the following in your narrative report:

1. Dates(s) of your examination.
2. History obtained including:
 - a. Past and present symptoms with dates and severity (i.e., pain, hemorrhage, jaundice, anorexia, nausea, vomiting, diarrhea, weakness, arthritis, iritis, fever).
 - b. Dates(s) and reason(s) for any hospitalization(s).
 - c. Present treatment.
 - d. Typical daily activities.
3. Findings on this examination including:
 - a. Height and weight (without shoes), pulse rate, blood pressure and physical appearance.
 - b. Presence of fistulae or external diversionary procedures and present condition (i.e., discharge, odor, prolapse, etc.) with duration and severity.
4. Results and interpretation of laboratory findings.
5. Diagnosis and prognosis.
6. Recommended treatment.
7. Describe any other significant condition present.

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REPORTING REQUIREMENTS FOR GENITO-URINARY IMPAIRMENTS

Please include the following in your narrative report.

1. Date (s) of your examination.
2. History obtained including:
 - a. Description of past and present symptoms, i.e., pain (onset, nature, location, severity, duration), presence of pruritus (onset, location, severity, duration), and weight loss (onset, amount).
 - b. Date (s) and reason (s) for any hospitalization(s).
 - c. Treatment given.
 - d. Other relevant history.
 - e. Typical daily activities.
3. Findings on this examination including:
 - a. Height and weight (without shoes), blood pressure and pulse rate.
 - b. Positive and relevant negative findings, (i.e., edema, evidence of pruritus, weight loss).
4. Results and interpretation of laboratory findings.
5. Diagnosis and Prognosis.
6. Recommended treatment.
7. Describe any other significant condition present.

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REPORTING REQUIREMENTS FOR HEMIC AND LYMPHATIC SYSTEM

Please include the following in your narrative report.

1. Date(s) of your examination.
2. History obtained including:
 - a. Dates and description of past and present symptoms, (i.e., onset, nature, severity, duration, frequency.)
 - b. Date(s) and reason(s) for any hospitalization(s).
 - c. Nature of treatment given (i.e., transfusions with dates, etc.)
 - d. Typical daily activities.
3. Findings on this examination including:
 - a. Height and weight (**without shoes**), blood pressure and pulse rate.
 - b. Positive and relevant negative findings.
4. Results and interpretation of laboratory findings.
5. Diagnosis and Prognosis.
6. Recommended treatment.
7. Describe any other significant condition present.

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REPORTING REQUIREMENTS FOR SKIN IMPAIRMENTS

Please include the following in your narrative report:

1. Date (s) of your examination.
2. History obtained including:
 - a. Description of present symptoms (i.e., pruritus, ulceration, eczema, edema, weight loss, motion loss, pain, etc.) with onset date, location, severity and duration.
 - b. Treatment given (i.e., drugs, radiation, etc.) and response.
 - c. Typical daily activities.
3. Findings on this examination including:
 - a. Height and weight (**without shoes**), blood pressure and pulse rate.
 - b. Positive and relevant negative findings (nature and extent, joint involvement, range of motion, etc.)
4. Results and interpretation of laboratory findings.
5. Diagnosis and Prognosis.
6. Recommended treatment.
7. Describe any other significant condition present.

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REPORTING REQUIREMENTS FOR ENDOCRINE SYSTEM

Please include the following in your narrative report.

1. Date(s) of your examination.
2. History obtained including:
 - a. Description of present symptoms (i.e., weakness, weight loss, neuropathy, tetany, syncope, progressive exophthalmos, etc.) with onset date, severity, duration and frequency.
 - b. Date(s) and reason(s) for any hospitalization(s).
 - c. Treatment given with type and dosage of medication, if known and response.
 - d. Other relevant history (i.e., body system involvement, etc.)
 - e. Typical daily activities.
3. Findings on this examination including:
 - a. Height and weight (**without shoes**), blood pressure and pulse rate.
 - b. Organ involvement (eye, heart, kidney, cerebral).
 - c. Neuropathy, disturbances in gait, station, fine and gross movements, atrophy, etc.
 - d. Peripheral vascular findings.
4. Results and interpretation of laboratory findings.
5. Diagnosis and Prognosis.
6. Recommended treatment.
7. Describe any other significant condition present.

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REPORTING REQUIREMENTS FOR NERVOUS SYSTEM

Please include the following in your narrative report.

1. Dates(s) of your examination.
2. History obtained including:
 - a. Dates and description of past and present symptoms (onset, severity, duration, frequency) i.e., weakness, weight loss, rigidity, tremor, aphasia, speech, hearing, or visual difficulties, gait abnormalities, numbness, paresthesias, headaches.
 - b. Date(s) and reason(s) for any hospitalization(s).
 - c. Treatment given.
 - d. Other relevant history.
 - e. Typical daily activities.
3. Findings on this examination including:
 - a. Height and weight (**without shoes**), blood pressure and pulse rate.
 - b. Positive and pertinent negative findings, including:
 - (1) Site and description of motor weakness, atrophy, sensory changes, reflex changes, cranial nerve deficits, tremor, rigidity, bradykinesia.
 - (2) Description of the effect of the above on gait and station, hand and finger dexterity.
 - (3) Description and assessment of the severity of any speech disturbance including aphasia.
 - (4) Evidence of organic mental dysfunction.
 - (5) Description of personality changes (e.g., appearance, thought content, affect).
4. Results and interpretation of laboratory findings.
5. Diagnosis and Prognosis.
6. Recommended treatment.
7. Describe any other significant condition present.

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REPORTING REQUIREMENTS FOR SEIZURE DISORDERS

Please include the following in your narrative report.

1. Date(s) of your examination.
2. History obtained including:
 - a. Frequency of major and/or minor seizures.
 - b. Date of onset, diurnal or nocturnal attacks.
 - c. Description of a typical seizure to include:
 - 1) Presence of aura.
 - 2) Actual seizure manifestations (e.g., tongue bites, sphincter control, injuries incurred during attacks, etc.)
 - 3) Length of seizure.
 - 4) Postictal manifestations.
 - 5) Identify informant if other than client.
 - d. Previous treatment, including date started, type and dosage of medication and facts on whether client follows treatment (**explain**).
 - e. Presence of alcohol or drug usage, and amount.
 - f. Other relevant history.
 - g. Typical daily activities.
3. Findings on this examination including:
 - a. Height and weight (**without shoes**), blood pressure and pulse rate.
 - b. Positive and pertinent negative findings including:
 - 1) Site and description of motor weakness (1-5 with 5 normal) atrophy, sensory changes, reflex changes, cranial nerve deficits, tremor, rigidity, bradykinesia.
 - 2) Description of the effect of the above on gait and station, hand and finger dexterity.
 - 3) Description and assessment of the severity of any speech disturbance, including aphasia.
 - 4) Evidence of organic mental dysfunction.
 - 5) Description of any personality changes (e.g., appearance, thought content, affect).
4. Results and interpretation of laboratory findings.
5. Diagnosis and Prognosis.
6. Recommended treatment.
7. Describe any other significant condition present.

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REPORTING REQUIREMENTS FOR PSYCHIATRIC CONSULTATIVE EXAMINATIONS

Your report must include **all** of the elements listed below. Please address your report to the concepts described in DSM 111-R (i.e., your diagnosis should be supported by DSM JII-R terminology).

1. Date(s) of interview(s).
- 2- Self-sufficiency in coming to the examination including whether alone or by whom accompanied, distance and mode of travel, etc.
3. Longitudinal Psychiatric History including detailed discussion of complaints as well as past and present treatment.
 - a. Relevant features of personal, social, familial, marital, educational, military, medical and vocational elements of a psychiatric history should be included.
 - b. With respect to the vocational history, please provide complete details concerning client's adaptation on all jobs in the recent past (one or two years). Also, does the client believe him/herself unable to work and if so, why? (See 5c below.)
4. Full and Complete Description of Mental Status including examples of pathologic findings and verbatim statements where Indicated.
 - a. General appearance, attitude and behavior (e.g., dress, hygiene, mannerisms, movements, responsiveness, manner of relating, etc.)
 - b. Characteristics of Speech (e.g., relevance, coherence, associations, etc.)
 - c. Characteristics of Thought (e.g., delusions, hallucinations, obsessions, compulsions, phobias, preoccupations, etc.)
 - d. Mood and Affect (e.g., depth, broadness, appropriateness, etc.). Use of one word descriptions regarding mood or affect such as "distressed", "anxious", "tense" are not sufficient and should be amplified.
 - e. Sensorium and Intellectual Functions (e.g., orientation, memory, attention and concentration, information, serial sevens, calculations, etc.)
 - f. Insight and Judgment (e.g., self-assessment, plans for the future, etc.)
5. Functional Description and Assessment
 - a. Client's description of his or her mode of living, specifically with regard to daily activities, socialization, interests, capacity to care for his or her personal needs, perform household chores, shop, etc.
 - b. Your opinion regarding the consistency of allegations with your findings (Item 4) and resultant capacities (or limitations) in personal and social adjustment.
 - c. Your opinion regarding the consistency of vocational history (Item 3b) and the mental status examination.
6. Diagnosis: APA terminology per DSM 111-R (Axis I and II).
- 7 Suggested Therapy and Prognosis: Describe the duration of the impairment and the degree of improvement to be reasonably expected in: the near future.
8. Your opinion of the client's ability to manage his or her own funds. If not able to manage funds, please stat the reason for your opinion.

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REPORTING REQUIREMENTS FOR NEOPLASTIC DISEASES

Please include the following in your narrative report:

1. Date(s) of your examination.
2. History obtained including:
 - a. Description of present symptoms (i.e., general weakness, weight loss, nausea, vomiting, diarrhea, reactive mental disorders).
 - b. Date(s) and reason(s) for past hospitalization(s) especially related to the neoplastic condition.
 - c. Treatment given (i.e., surgery, radiotherapy, chemotherapy, hormonal therapy, etc.) with dates.
 - d. Other relevant history.
 - e. Typical daily activities.
3. Findings of this examination including:
 - a. Height and weight (**without shoes**), blood pressure and pulse rate.
 - b. Describe any significant post-therapeutic residuals, local or distant metastases.
 - c. Describe status of any external diversionary stomas present.
4. Results and interpretation of laboratory findings.
5. Complete diagnosis and prognosis.
6. Recommended treatment, if any.
7. Describe any other significant condition present.

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REPORTING REQUIREMENTS FOR INTELLIGENCE TESTING (ADULTS/CHILDREN)

- A Please administer one of the preferred tests below for adults/children whose principal language is English. The most recent edition is preferred. The examining consultant must determine that the individual's fluency in English is sufficient to permit a valid assessment. If not fluent in English or non-verbal, see Section B. Use of an interpreter to administer the test is not acceptable unless authorized by our office.

WAIS (adults), WISC (6-16 yrs. 11 mos.), WPPSI (3-7 yrs.) - Most Recent Edition

If the above criteria cannot be fulfilled, provide the reason in your report and administer one of the other acceptable tests listed; Stanford-Binet, 3rd edition (2 yrs-16 yrs.) and 4th ed. (4 yrs. - 16 yrs.), Bayley Scales of Infant Development 2nd ed. (1 mo. - 42 mos.), Gesell Developmental Schedules (4 wks. - 6 yrs.), McCarthy Scales of Children's Abilities (2.5 yrs. - 8.5 yrs.).

- B. Administer the Raven Progressive Matrices, Leiter International Performance Scales/Leiter-R or TONI-2, when the client is non-verbal, has an organic or psychogenic language impairment or is not fluent in English; indicate reason non-verbal test was administered.
- C. Tests Not to be Administered: General Aptitude Test Battery, Adaptive Behavior Scale, Slosson Intelligence Test, EIWA, EIWN, EIWN-R and group or screening tests.
- D. Do not test anyone under the influence of any substance that would affect test validity.
- E. Include the following elements in your typed narrative report:
1. Date and name of test administered including a statement regarding client's principal language and fluency in English.
 2. History including medical, educational, social and daily activities.
 3. Self-sufficiency of the client in coming to the examination, appearance, mannerisms, and behavior during the examination.
 4. Full scale Performance and Verbal IQ scores together with all the individual subtest scores, including interpretation of the scores and assessment of the validity of the obtained scores, indicating any factors that may have influenced the results, e.g., cooperation, attitude, presence of visual, hearing or other physical problems, and recent prior exposure to the same or similar test.
 5. Based upon your observations during the administration of the 1.0. test, please give:
 - a. General impressions of the client's abilities, as appropriate for age, in attention and concentration, following simple directions: reading, writing, performing simple calculations, and conversation including speech and language development.
 - b. Description of client's self-sufficiency with respect to personal and social competence.
 6. A statement regarding the consistency of the obtained results with the client's education, vocational background (adults), social adjustment and personal self-sufficiency.
 7. Diagnosis: Current APA terminology.
 8. Prognosis: Probable duration and expected results of any recommended treatment.
 9. Your opinion whether the client (adults) is capable of managing benefit payments in his or her own interest. If not able to manage funds, please state the reason for your opinion.

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SOCIAL AND OCCUPATIONAL ASSESSMENT FORM

Client's Name: _____ Disability ID # (DIN) _____

Date of Birth: _____ Module/Unit: _____

Please include the elements listed below in your report or respond directly on the form.

1. Describe how the client spends a typical day with specifics as to daily activities, socialization, interests, capacity to care for personal needs, perform household chores, shop, etc.

2. Describe the circumstances of any recent work attempts.

a. Job Title: _____

Dates of employment: _____

Job Duties: _____

Any difficulties noted: _____

Was this a sheltered workshop? Yes No

If this job was terminated, why? _____

b. Job Title: _____

Dates of employment: _____

Job Duties: _____

Any difficulties noted: _____

Was this a sheltered workshop? Yes No

If this job was terminated, why? _____

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c. Job Title: _____

Dates of employment: _____

Job Duties: _____

Any difficulties noted: _____

Was this a sheltered workshop? Yes No

If this job was terminated, why? _____

3. Additional comments:

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CHILDHOOD DISABILITY CONSULTATIVE EXAMINATION GENERAL QUESTIONNAIRE

Please provide information regarding the applicable items on this and the attached questionnaire(s) in your typed narrative report.

1. Date(s) of your examination.
2. History obtained including:
 - a. Informant.
 - b. Date(s) and description(s) of earliest symptoms.
 - c. Date(s) and reasons for any hospitalization(s), including name and location of hospital.
 - d. Nature of treatment given with type of medication, dose and response if known to informant.
 - e. Other relevant history.
3. Diagnosis, including etiology and basis for your conclusion.
4. Findings on this examination including:
 - a. Height and weight (**without shoes**).
 - b. Blood pressure, pulse and respiration rate.
 - c. Other pertinent findings (attached form(s) give(s) specifics in question 7).
 - d. Results and interpretation of any laboratory studies requested.
5. Please indicate if the child's function/behavior is age appropriate. If no, please describe and note the age at which the child does function regarding the following:
 - a. fine/gross motor skills
 - b. sensory abilities
 - c. communication skills
 - d. cognitive skills
 - e. social/emotional skills
6. Please describe how activities (e.g., ability to go to school, dress, play, feed, etc.) are affected by the impairment.

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CHILDHOOD GROWTH IMPAIRMENT

Please provide information regarding the applicable items on this and the attached questionnaire(s) in your typed narrative report.

7. Physical findings should include funduscopic, neurological findings, etc.
8. Give the following related to growth retardation:
 - a. Child's length at birth.
 - b. Three subsequent heights and weights with dates obtained (if available).
 - c. Heights of natural parents
 - d. Heights and ages of siblings.
9. If bone age determination has been requested by our office, it should include a full descriptive x-ray report citing the standardization method used, x-ray taken should include left hand and wrist. In a child at or past puberty, x-ray of left knee and ankle should also be included. If bone age is retarded, express results in terms of number of standard deviation (SD) below the mean for chronological age.

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CHILDHOOD MUSCULOSKELETAL IMPAIRMENT

Please provide information regarding the applicable items on this and the attached questionnaire(s) in your typed narrative report.

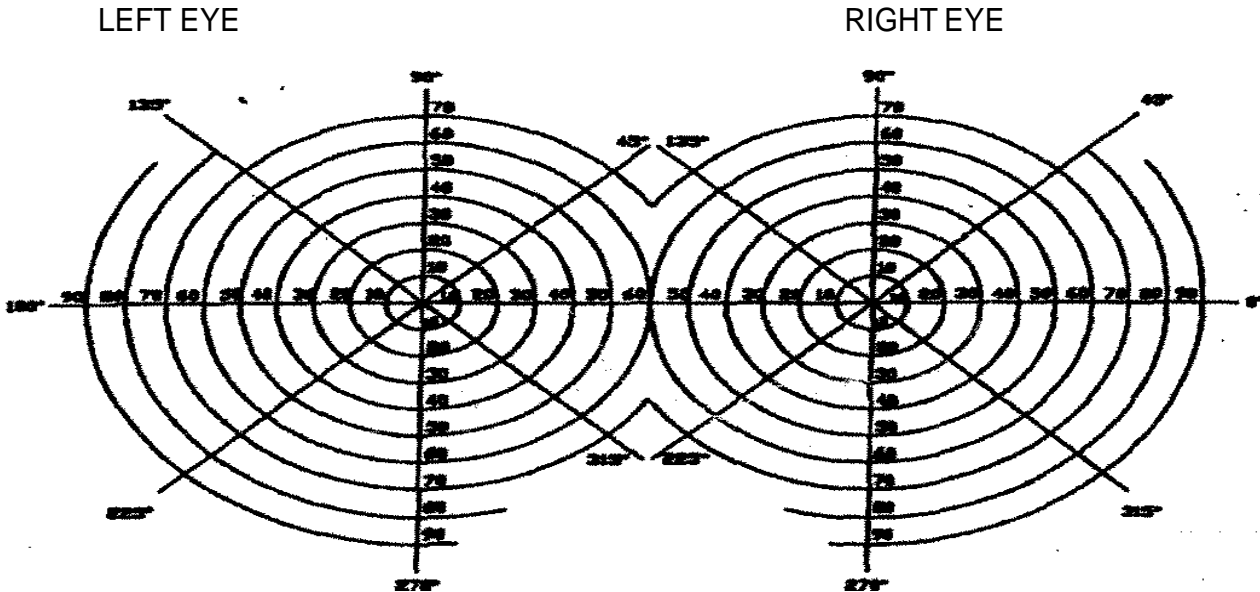
7. Physical examination should include:
 - a. All joints or area of spine involved.
 - b. Remaining degrees of motion in the involved joints or spine.
 - c. Other abnormal findings including abnormal neurological findings, contractures or amputations.
 - d. In cases involving spinal abnormalities (e.g., Kyphosis, Lordosis, Scoliosis, etc.) please describe major spinal curve in degrees.
 - e. In cases involving rheumatoid arthritis, please note presence of joint swelling, tenderness or inflammation, systemic involvement, etc.
8. Description of treatment and response should note persistence or recurrence of joint inflammation in rheumatoid arthritis cases and comment upon any evidence of steroid dependence.
9. Give ability to walk in terms of reduction in speed, distance able to travel with or without orthotic or prosthetic device, ability to ambulate without a walker or crutches.

CHILDHOOD VISUAL IMPAIRMENT

Client: _____ Disability ID # (DIN): _____ Mod/Unit: _____

Please provide information regarding the applicable items on this and the attached questionnaire(s) in your typed narrative report.

7. Describe any ocular pathology present including a description of the external eye and findings on ophthalmoscopy, slit-lamp examination, etc.
8. If bilateral cataracts are present, please give severity in terms of fundus visualization.
9. Note presence or absence of the accommodative reflex.
10. Give central visual acuity with best corrections for each eye. Indicate technique used for ascertaining central visual acuity for distance (e.g., standard Snellen Chart, free standing E's, etc.) and reason technique was selected.
11. Complete the fields of vision chart which follows using the appropriate test object(s) as shown below. This chart must be completed even when the field is zero.



Please check the appropriate box(es) to show the test object(s) used:

- 3mm/330mm white
 aphakia 6mm/330 white
 scotomata: 2mm/1000mm white with corrective lenses

12. If visual acuity or fields cannot be precisely measured, please describe ability to perceive light, hand movements, colored objects and probable constriction of fields.

PHYSICIAN'S SIGNATURE

DATE

X _____

CHILDHOOD HEARING IMPAIRMENT

Please provide information regarding the applicable items on this and the attached questionnaire(s) in your typed narrative report.

7. Physical findings should include any pathology noted on physical examination.
8. Describe effect of hearing impairment upon speech. (If speech is affected, describe in terms of clarity and content).
9. Results of audiometric testing including (without hearing aids):
 - a. Results in decibels at each of the following frequencies:

(1) 500HZ	(2) 1000HZ	(3) 2000HZ	(4) 4000HZ
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Note: Please enclose copy of audiogram.

- b. Average hearing levels of the four frequencies in: (1) Right Ear (2) Left Ear
 - c. Type of audiometer used – if not standard, explain why.
 - d. Type of calibration used (ANSI-1969 or ASA-1951).
10. Additional testing with no cochlear implant
 - a. Speech reception threshold (SRT) testing (also referred to as "spondee threshold" or "ST" testing), and word recognition testing (also referred to as "word discrimination" or "speech discrimination" testing). This testing must be conducted in a sound-treated booth or room and must be in accordance with the most recently published standards of the American National Standards Institute (ANSI). Each ear must be tested separately and hearing aids must not be worn during the testing.
 - i. The SRT is the minimum dB level required to recognize 50 percent of the words on a standard list of spondee words. (Spondee words are two-syllable words that have equal stress on each syllable.) The SRT is usually within 10 dB of the average pure tone air conduction hearing thresholds at 500, 1000, and 2000Hz. If the SRT is not within 10 dB of the average pure tone air conduction threshold, the reason for the discrepancy must be documented.
 - ii. Word recognition testing determines ability to recognize an age-appropriate, standardized list of phonetically balanced monosyllabic words in the absence of any visual cues. This testing must be performed in quiet. The list may be recorded or presented live, but in either case, the words should be presented at a level of amplification that will measure maximum ability to discriminate words, usually 35 to 40 dB above your SRT. However, the amplification level used in the testing must be medically appropriate, and the individual must be able to tolerate it. If the individual cannot be tested at 35 to 40 dB above SRT, the person who performs the test should report word recognition testing score at the highest comfortable level of amplification.
11. Additional testing with cochlear implant
 - a. Word recognition testing performed with any age-appropriate version of the Hearing in Noise Test (HINT) or the Hearing in Noise Test for Children (HINT-C). This testing must be conducted in quiet in a sound field. The implant must be functioning properly and adjusted to the individual's normal settings. The sentences should be presented at 60 dB HL (Hearing Level) and without any visual cues.

CHILDHOOD RESPIRATORY IMPAIRMENT

Please provide information regarding the applicable items on this and the attached questionnaire(s) in your typed narrative report.

7. Physical findings should note presence of wheezing, cyanosis, etc.
8. If child is short for age, give the following:
 - a. Child's length at birth.
 - b. Three subsequent heights and weights with dates obtained (if available).
 - c. Heights of natural parents.
 - d. Heights and ages of siblings.
9. In cases involving bronchial asthma, include dates of any recurrent intense attacks within the past six months which required parenteral medication.
10. In cases involving cystic fibrosis, document any history of:
 - a. Dyspnea on mild exertion.
 - b. Chronic, frequent, productive cough.

CHILDHOOD CARDIOVASCULAR IMPAIRMENT

Please provide information regarding the applicable items on this and the attached questionnaire(s) in your typed narrative report.

7. Physical findings on examination should include:
 - a. Blood pressure readings for both upper and lower extremities, heart and respiration rates at rest. funduscopic findings.
 - b. Complete description of any murmurs, including location and intensity.
 - c. Description of any organ enlargement. If hepatomegaly is present, measure below the costal margin in mid-clavicular line should be given in centimeters.
8. If child is short for age, please give:
 - a. Length at birth.
 - b. Three subsequent heights and weights with dates obtained (if available).
 - c. Heights of natural parents.
 - d. Heights and ages of any siblings.
9. Note any:
 - a. Episodes of acute illness.
 - b. Signs and symptoms of cardiac disease such as cyanosis, syncope, squatting, etc.
 - c. Signs of fatiguability or exercise intolerance (or, in infants, difficulty in feeding).

CHILDHOOD DIGESTIVE IMPAIRMENT

Please provide information regarding the applicable items on this and the attached questionnaire(s) in your typed narrative report:

7. If child is short for age, please give:
 - a. Length at birth.
 - b. Three subsequent heights and weights with dates obtained (if available).
 - c. Heights of natural parents.
 - d. Heights and ages of any siblings.
8. Document any weight losses, previous weights.
9. Your prognosis and recommendations for further treatment.

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APPENDIX

CHILDHOOD GENITO-URINARY IMPAIRMENT

Please provide information regarding the applicable items on this and the attached questionnaire(s) in your typed narrative report:

7. Findings on physical examination should include funduscopy, etc.
8. If a child is short for age, please include:
 - a. Length at birth.
 - b. Three subsequent heights and weights with dates obtained (if available).
 - c. Heights of natural parents.
 - d. Heights and ages of siblings.
9. Elicit frequency of renal infections.
10. Give your prognosis including recommended treatment, expected result, time needed to achieve that result.

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CHILDHOOD HEMIC & LYMPHATIC IMPAIRMENT

Please provide information regarding the applicable items on this and the attached questionnaire(s) in your typed narrative report:

7. Physical findings should include all abnormalities noted in the various body systems.
8. If child is short for age, please include:
 - a. Length at birth.
 - b. Three subsequent heights and weights with dates obtained (if available).
 - c. Heights of natural parents.
 - d. Heights and ages of any siblings.
9. In cases of idiopathic thrombocytopenic purpura coagulation disorder, give:
 - a. Episodes of repeated spontaneous or inappropriate bleeding.
 - b. Sites of bleeding.
 - c. Severity of bleeding.
10. In cases of sickle cell disease, give major visceral episodes within 1 year of your exam with dates (e.g., meningitis, osteomyelitis, pulmonary infections, cerebrovascular accidents, congestive heart failure, genito-urinary involvement, hyperhemolytic, aplastic or vaso-occlusive crises). Give severity and duration.

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CHILDHOOD ENDOCRINE IMPAIRMENT

Please provide information regarding the applicable items on this and the attached questionnaire(s) in your typed narrative report:

7. Physical findings should include funduscopic and neurological findings, etc.
8. History should include dates and duration of any episodes of tetany, convulsion, hypernatremia, circulatory collapse, hypoglycemia or coma.
9. Give the following related to growth impairment:
 - a. Length at birth.
 - b. Three subsequent heights and weights with dates obtained (if available).
 - c. Heights of natural parents.
 - d. Heights and ages of any siblings.
10. If bone age determination has been requested by this office, it should include a full, descriptive x-ray report citing the standardization method used. X-ray taken should include left hand and wrist. In a child at or past puberty, x-ray of knee and ankle should also be included. If bone age is retarded, express results in number of standard deviations (SD) below the mean for chronological age.

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CHILDHOOD NEUROLOGICAL IMPAIRMENT

Please provide information regarding the applicable items on this and the attached questionnaire(s) in your typed narrative report:

- 7 Describe complete neurological status. In cases involving seizure disorders include:
 - a. Severity of any speech, visual or hearing disorder.
 - b. Describe any emotional disorder and assess its severity.
 - c. Any physical evidence of a seizure disorder.
 - d. Significant adverse effects, if any, from present medication.
8. Description of any seizure disorder (e.g., major, minor, diurnal or nocturnal, grand or petit mal, etc.) with frequency, date of last episode, residuals.
Please elicit a description of a typical seizure, and indicate who witnessed it.
9. What are your recommendations for treatment and management; what results can be expected?

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REPORTING REQUIREMENTS FOR CHILD/ADOLESCENT PSYCHIATRIC
CONSULTATIVE EXAMINATIONS

Your typed narrative report must include all of the elements listed below. Please address your report to the concepts described in DSM III-R (i.e. your diagnoses should be supported by DSM III-R terminology).

1. Date(s) of interview(s).
2. Who accompanied child/adolescent to the examination, distance, mode of travel, etc.
3. Source of information (relationship to child/adolescent).
4. Longitudinal psychiatric history including detailed discussion of complaints and behavior as well as past and present treatment and response.
 - a. Hospitalizations (medical and psychiatric)
 - b. Familial (parents, foster care, etc.)
 - c. Relationship with parents (and other adults/authority figures)
 - d. Relationship with peers (friends, prefers younger or older children)
 - e. Educational (performance in school, special ed., multiple school changes, etc.)
 - f. Hobbies and interests
 - g. Any other relevant factors
5. Complete mental status examination including examples of pathologic findings and verbatim statements where indicated.
 - a. General appearance, attitude and behavior (e.g., dress, hygiene, mannerisms, movements, responsiveness, manner of relating, etc.).
 - b. Characteristics of Speech (e.g., intelligibility, age appropriateness, etc.).
 - c. Characteristics of Thought (preoccupations, delusions, hallucinations, suicidal, etc.).
 - d. Mood and Affect (e.g., depth, broadness, appropriateness, etc.). Use of one word descriptions regarding mood or affect for example "happy", "depressed", "tense" are not sufficient and should be amplified.
 - e. Memory, Attention, Concentration and Information (age appropriate).
 - f. Insight and judgment (age appropriate).
6. Functional Description and Assessment
 - a. Client's description of age appropriate daily activities, attending school, socialization, hobbies, interests, sports, chores, etc.
 - b. Briefly summarize how your observations and examination of this child/adolescent coincide with the chief complaint(s) and the ability to function in an age appropriate manner (e.g., socially/emotionally, cognitively and communicatively).
7. Diagnosis: APA terminology per DSM III-R Axis I & II (and Axis III where relevant).
8. Prognosis and suggested therapy: describe the duration of the impairment and the degree of improvement to be reasonably expected in the near future.

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CHILDHOOD NEOPLASTIC DISEASE

Please provide information regarding the applicable items on this and the attached questionnaire(s) in your typed narrative report:

7. Physical examination should include:
 - a. Size and extent of tumor(s), if present.
 - b. Any evidence of distant metastases.
 - c. In cases of neuroblastoma, any extension across the mid-line noted.
 - d. In cases of retinoblastoma, any evidence of bilateral involvement.
 - e. Post therapeutic residuals.
8. History should include:
 - a. Basis on which diagnosis was made (biopsy, x-rays, surgery, etc.).
 - b. Any recurrence, with dates, if known, and how established.

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REPORTING REQUIREMENTS FOR DA/A MEDICAL EVALUATION BY INTERNIST

Please include the following in your narrative report:

1. Date(s) of your examination.
2. History obtained including:
 - a. Chief Complaint(s).
 - b. Date(s) drug/alcohol usage began, addictive drugs used, and extent of drugs.
 - c. Date(s) and reason(s) for any hospitalization(s).
 - d. Nature of treatment given with type of medication, dosage and frequency, if known, and response.
 - e. Other relevant history, including vocational history.
 - f. Typical daily activities and social interactions.
3. Findings on this examination including:
 - a. Height and weight (without shoes), pulse rate, blood pressure, and general appearance and behavior.
 - b. Vision (with best correction) and retinal findings.
 - c. Physical findings, including pertinent neurological signs and symptoms.
4. Results and interpretation of laboratory findings.
5. Based upon history, examination findings, and observation, identify whether client exhibited any significant mental findings (describe).
6. Diagnosis with prognosis.

MEDICAL REPORT FOR DETERMINATION OF DISABILITY
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EXHIBIT 8

Estimated Volumes

**ESTIMATED ANNUAL VOLUME OF MANDATED MEDICAL EXAMINATIONS
 AND ANCILLARY TESTS**

EXAMINATIONS	ESTIMATED ANNUAL VOLUME
Complete Specialist Examination (Internal Medicine)	620
Complete Orthopedic Examination	140
Complete Psychiatric Examination	800
Complete Neurological Examination	10
Complete Pediatric Examination	140
Drug Addiction/Alcohol Examination	1
Speech and Language Evaluation	10
Intelligence Evaluation	280
Non-Verbal Intelligence Evaluation	5
ANCILLARY TESTS	
X-Rays	190
Respiratory: Ventilation Tests	30
Ventilation Tests Before & After Bronchodilators	12
Cardiovascular System: EKG	100
Other	1
Pathology/Blood Tests	70

**ESTIMATED ANNUAL VOLUME OF OPTIONAL MEDICAL EXAMINATIONS
 AND ANCILLARY TESTS**

EXAMINATIONS	ESTIMATED ANNUAL VOLUME
Complete Eye Examination	10
Complete Ear Examination (without Barany or Caloric)	5
ANCILLARY TESTS	
Adaptive Behavior Scale	1
Arterial Oxygen Tension (PO ₂) at rest and simultaneously obtained arterial carbon dioxide tension (PCO ₂)	1
Arterial Gases Rest/Treadmill	1
Measurement of Lung Diffusing Capacity	5
Echocardiogram (2 dimensional)	1
Speech Discrimination Test, binaural	5

EXHIBIT 9
Enrollment Form

NYS Department of Health
Division of Eligibility & Marketplace Integration
State Disability Review Unit
***CONSULTANT ENROLLMENT FORM**

APPLICANT INFORMATION

CONSULTANT NAME		LAST		FIRST		DATE OF BIRTH		MO	DAY	YR	
CORPORATE GROUP NAME (IF DIFFERENT)						APPLICATION DATE			MO	DAY	YR
FED EMP ID NO.		SOC SEC NUMBER				LANGUAGES SPOKEN					
LICENSE NO		REGISTRATION END DATE	MO	DAY	YR	STATE		PAYEE ID NUMBER	(LEAVE BLANK)		

ATTACH COPY OF CURRENT REGISTRATION

EDUCATION AND TRAINING

	NAME AND ADDRESS OF INSTITUTION (City and State or Country if outside USA)	DATES				DEGREE/SPECIALTY
		FROM		TO		
		MO	YR	MO	YR	
MEDICAL						
INTERNSHIP						
RESIDENCY						
FELLOWSHIP						
ADD'TL TRAINING						

If Foreign Medical School Graduate, E.C.F.M.G. Number:

U.S. SPECIALTY BOARD CERTIFICATION(S)	CERTIFICATION DATE		
NAME OF BOARD	MO	DAY	YR

NYS WORKERS COMPENSATION BOARD INFORMATION

WCB Code Letters:	YES	NO	Board Eligibility:
Have you ever been terminated, denied enrollment, suspended, restricted by agreement, or otherwise sanctioned by Medicare or by any other Federal or Federally assisted program in any State?	<input type="checkbox"/>	<input type="checkbox"/>	I have read the Conditions Governing Referrals for Consultative Examinations and agree to abide by its requirements and I certify that all statements completed herein and attached documents are accurate.
Have you ever been convicted of stealing, welfare fraud, public assistance fraud, Medicaid or Medicare fraud in any State?	<input type="checkbox"/>	<input type="checkbox"/>	
Has your license ever been revoked, suspended, surrendered, or any way restricted by probation or agreement by any licensing authority in any State?	<input type="checkbox"/>	<input type="checkbox"/>	
Is there currently pending any proceedings that could result in the above stated sanctions?	<input type="checkbox"/>	<input type="checkbox"/>	
			SIGNATURE OF CONSULTANT
			DATE SIGNED

* For medical groups, partnerships, P.C.'s, etc., this cover page must be completed for each physician, psychologist or social worker who will be performing examinations for SDRU.

PLEASE COMPLETE REVERSE SIDE

PAY TO ADDRESS/CORRESPONDENCE ADDRESS:

ATTENTION				TELEPHONE NUMBER
STREET				
CITY	STATE	ZIP CODE		

SERVICE ADDRESS INFORMATION:

ATTENTION				TELEPHONE NUMBER
STREET				
CITY	STATE	ZIP CODE		

EXAMINATIONS	TESTS	TEST EQUIPMENT MANUFACTURER	MODEL/AGE

SERVICES TO BE REFERRED TO OUTSIDE SECONDARY SOURCE

PROVIDER NAME	ADDRESS	TELEPHONE NUMBER	SERVICES

REFERRAL/OFFICE INFORMATION

Number of referrals able to acceptper Age Range Limitations? Willing to

accept all referrals? Yes No

Willing to do home visits? Yes No

Languages spoken other than English:

Scheduling or referral Limitations:

NAME DAYS/HOURS CAN BE REACHED

Office Administrative Contact

Physician Contact

Specify any licensure/certification standards met (Article 28, 47, etc.)

EXHIBIT 10

Conditions Governing Referrals

NEW YORK STATE DEPARTMENT OF HEALTH

OFFICE OF HEALTH INSURANCE PROGRAMS

DIVISION OF ELIGIBILITY & MARKETPLACE INTEGRATION

STATE DISABILITY REVIEW UNIT

CONDITIONS GOVERNING

REFERRALS FOR

BACKGROUND

The New York State Department of Health, Office of Health Insurance Programs, is responsible for oversight of administration of the Medicaid program in New York State. Section 6, Part F of Chapter 56, of the laws of 2012, authorizes the Department to transfer responsibility for the administration of the Medicaid program from local social services districts over a period of six years by March 31, 2018. Within OHIP's Division of Eligibility and Marketplace Integration (DEMI), the State Disability Review Unit (SDRU) will assume responsibilities from local social services districts related to the takeover of Medicaid disability determination functions. Among others, the functions to be assumed include medical evidence gathering and adjudication of disability for Medicaid eligibility purposes throughout the State. Many applicants/recipients (A/Rs) of Medicaid present with medical and/or psychological issues which may result in a determination of disability for Medicaid eligibility purposes. Disability status makes an individual eligible for select Medicaid programs for the disabled and allows for a budgeting methodology that disregards more of their income than other Medicaid programs.

As part of SDRU's adjudicative process, SDRU staff will obtain medical evidence from the A/Rs treating sources. When this information is unavailable or insufficient to make a determination of disability, SDRU staff will order a consultative examination (CE). The information from this medical examination and ancillary testing will be used to assist SDRU staff in making a determination of disability under State guidelines.

These are the Conditions Governing Referrals for Consultative Examinations.

I. QUALIFICATIONS

1. Organizations must be in full compliance with appropriate federal, state, and local operating requirements.
2. All physicians, psychologists, speech-language pathologists and certified social workers performing examinations must be licensed and currently registered in New York State.
3. The consultative examination provider assures SDRU that all support staff (nurses, technicians, etc.) who assist in conducting a consultative examination are licensed or certified, when applicable, and have appropriate experience and training in performing specified services.
4. All physicians, psychologists, speech-language pathologists, certified social workers or other health care providers must be approved by SDRU before performing any examinations or ancillary testing. Application for approval may be made by completing a Consultant Enrollment Form.
5. Secondary sources used to perform ancillary testing must also complete the enrollment process with SDRU.
6. Any physician, psychologist, speech-language pathologist, certified social worker or other health care provider currently disciplined, sanctioned, censured or suspended by any government regulatory agency will not be allowed to participate in our program.

II. PREMISES

1. The premises must comply with all Federal, State and Local health laws and with all City, County and State fire and building codes.
2. All necessary licenses and inspection certificates to do business as a medical facility must be secured, posted and kept current including certificate of occupancy, health and fire, and radiology.
3. Locked storage must be provided for drugs and biologicals.
4. The premises must be made available for inspection by SDRU personnel.
5. All equipment necessary to perform requested services must meet all health, safety, and infection control requirements, be maintained in good working order, and kept clean according to manufacturer's guidelines.
6. The waiting room must be of sufficient size to ensure adequate seating for applicants/recipients. The facility shall have drinking water, toilet facilities usable by disabled applicants/recipients and telephones available for applicants/recipients. Restrooms must be suitable and appropriate supplies and wash-up facilities must be maintained at all times.
7. The premises must be accessible to handicapped individuals (primary entrance to building usable by person in wheelchair; elevators if more than first floor is used by disabled applicants/recipients and doors at least 32 inches wide).
8. There must be at least two suitable exits which are marked with signs that are visible at all times.
9. Premises must constitute a professional office environment and be clearly identified with a sign to the general public describing the particular practice/specialty provided.

III. EXAMINATIONS AND ANCILLARY TESTING

1. The following represent SDRU's most frequently requested examinations and ancillary testing. These exams and tests must be performed according to accepted professional standards and practices in the medical field with the provider assuming full responsibility:

EXAMINATIONS	TESTS
Internal Medicine	X-rays
Orthopedic	Resting ECG
Neurological	Treadmill Exercise ECG
Psychiatric	Pulmonary Function Studies
Psychological Testing	Doppler including Doppler after Exercise
Pediatric	Audiogram
Speech-Language	Speech Discrimination
Ophthalmological	Blood Tests
Otolaryngological	

Blood specimens, when ordered, shall be drawn as part of the examination process and referred for testing to a clinical laboratory certified by New York State that will accept the SDRU Fee Schedule or on premises if approved by SDRU.

2. All equipment used in ancillary testing must provide results as specified in our reporting guidelines, meet all health, safety and infection control requirements, and be properly calibrated and maintained in good working order.
3. Background information will be provided with each referral, when available. Only after you have reviewed the background information, taken the history and performed the examination can you authorize completion of those ancillary tests requested which are not medically contraindicated. Tests which are medically contraindicated should not be performed and the medical reason should be documented in your report.
4. Applicants/recipients or designated SDRU staff will call your office to schedule an appointment. The consultant is expected to provide an appointment date within ten (10) calendar days of the issuance of our referral and return the completed report to the SDRU office within ten (10) days of the examination. Should the applicant/recipient miss two (2) scheduled appointments, the consultant should contact the SDRU on how to proceed.
5. The consultant is expected to provide the applicant/recipient with travel directions to and from the facility. Should the issue of travel be raised the consultant should inform the applicant/recipient to contact the SDRU.
6. No examination or test should be initiated or conducted on applicants/recipients under the influence of alcohol or drugs if such conditions could significantly affect the accuracy of the examination or test. If this situation occurs, call the SDRU Disability Analyst to discuss how to proceed.
7. Unless the consultant is also the applicant/recipient's treating source, he/she should not recommend treatment or a change in treatment directly to the applicant/recipient but should include such suggestions in the report. However, in circumstances where the evidence shows a medical condition that is legally reportable or which could be injurious to the health or safety of the individual or others, or where the individual has made a threat against himself/herself or others, or has made statements concerning a non-medical serious reportable event (SRE) covered by statute or law, the consultant should take action consistent with sound and accepted medical practice including notification to the applicant/recipient, applicant/recipient's representative/family, or applicant/recipient's treating source as appropriate. Any emergency treatment and/or information provided should (1) immediately be reported to SDRU and (2) be

specified in the report. The New York State DOH is not liable for payment of expenses associated with emergency medical treatment.

8. The consultant is expected to explain the purpose of the examination. During the course of the examination, the applicant/recipient's privacy must be maintained. Arrangements must be offered for female staff to be present before any examinations of female applicants/recipients are performed.
9. When scheduling appointments, the consultant must allow sufficient time to take a complete case history, perform the examination and administer the required tests. SDRU requires the following minimum scheduling intervals, i.e., time set aside for the individual, not the actual duration of the examination.
 - Comprehensive general medical, musculoskeletal or neurological examinations: at least 30 minutes, 20 of which must be actual time spent with the physician.
 - Comprehensive psychiatric examination: at least 40 minutes, 30 of which must be actual time spent with the physician/psychologist.
 - Psychological examination: at least 60 minutes, 45 of which must be actual time spent with the psychologist. (Additional time may be required depending on types of psychological tests administered.)
 - Speech-language evaluation: at least 60 minutes must be spent with the speech-language pathologist.
 - *All others must last at least 30 minutes, or in accordance with accepted medical practice, with prior approval by SDRU.*

Appointments must be scheduled to accommodate the above duration requirements and to minimize waiting time.

10. In the event that additional tests (other than those requested by SDRU) may be indicated during the course of the examination, prior approval for such testing must be obtained by telephone from SDRU while the applicant/recipient is still at the examining site. Any changes approved by SDRU must be reflected on the voucher. SDRU cannot pay for unauthorized services.
11. Consultative examinations must not be performed in an applicant/recipient's home unless specifically requested by SDRU.
12. Consultant cannot refuse to provide service to any referral from SDRU without prior approval from SDRU.
13. No assurances are given with respect to the volume of referrals.
14. Applicants/recipients with questions regarding their disability status must be directed to contact the SDRU.

IV. REPORTING REQUIREMENTS

1. The consultant must provide a typed narrative report on office stationery to include the history, physical examination, results and interpretations of requested tests, diagnosis and prognosis. The reported results must conform to accepted professional standards and practices in the medical field for a complete and competent examination. The consultant must send the completed report to the SDRU within 10 business days of the examination.
2. In addition to the actual medical facts, the report should also include a statement which describes the individual's ability to do work related activities based on your findings. For individuals less than 18 years of age, there should be a statement describing the individual's ability to perform age appropriate activities and behave in an age appropriate manner. Opinions such as "patient is unable to work" or "patient is disabled" must not be included in the report.

3. The consultant's report must address all items on the consultative examination reporting requirement form(s) provided by SDRU. Original tracings, x-ray interpretations, laboratory findings, charts and graphs must be attached to the narrative report. Also attach any medical reports or test results brought to the examination by the applicant/recipient..
4. The following identifying information must appear on the first page of the typed narrative report: applicant/recipient name, Disability Identification Number (DIN), date of birth and date of report

Each subsequent page of the report and any other attachments (e.g. tracings) must have the applicant/recipient's name, DIN and date of birth
5. Medical staff must be made readily available for telephone discussions to clarify or answer questions regarding the report.
6. Copies of all reports, tracings, lab results, and x-ray films must be maintained for a minimum of one (1) year.

V. SIGNATURE REQUIREMENTS

1. The physician's name must be typed at the end of the report and all reports must be personally reviewed and signed by the physician who actually performed the examination.
2. The examining physician's signature on a report annotated "not proofed" or "dictated but not read" is not acceptable.
3. The physician's rubber stamp signature or the physician's signature entered by another physician or other person is not acceptable.
4. Properly signed consultative examination reports telefaxed directly from your office to SDRU are acceptable.

VI. CONFIDENTIALITY

1. **Complete confidentiality of applicant/recipient information must be maintained at all times.**
2. **Consultants must not divulge examination/test results to anyone**, including the applicant/recipient, their representative or treating source, or be used in any study or publication without the express written approval of SDRU, **except as specified in Section III, item 7.**
3. Consultant's shall advise applicants/recipients who request a copy of consultative examination and/or test reports that they may contact the SDRU to have copies sent to their treating source(s) or representative
4. **Only SDRU is authorized to release consultative examination reports.**
5. **Consultants are responsible** for making third party service providers (transcription, messenger, etc.) aware that applicant/recipient confidentiality must be maintained and that **disclosure of applicant/recipient information is prohibited by Federal law.**
6. *Should a consultant receive a request for disclosure or release of the consultative examination report or a subpoena, please call the SDRU.*

VII. FINANCIAL REQUIREMENTS

1. Reimbursement will be provided at SDRU's established fee. Phlebotomy services are included as part of the basic examination fee and are not reimbursed separately.
2. Applicants/recipients or other third party insurers, including governmental sources, shall not be charged for any services requested by SDRU. The consultant is also responsible for notifying the secondary source that the applicant/recipient is not to be billed.
3. Consultants are independent agents and not employees of the DOH SDRU. Consultants must accept full liability for all claims resulting from services rendered.
4. Consultants may be required to repeat an examination/test without additional reimbursement should SDRU find it to be incomplete or not performed according to disability program requirements.
5. SDRU cannot authorize payment for broken/missed appointments.
6. Prior approval from SDRU is needed to authorize payment for additional services not originally requested.
7. The consultant will be notified by phone and in writing when examinations/tests are cancelled by SDRU. SDRU cannot provide payment for services performed after the date of cancellation.

For further information, contact the Division of Eligibility & Marketplace Integration, State Disability Review Unit, at 1-866-330-0591.

EXHIBIT 12

Optional Services Form

OPTIONAL SERVICES

Place a checkmark next to any optional services to be provided and enter the onsite or offsite locations where services will be performed. If offsite, indicate name of facility(ies) where services will be performed and include letter of commitment from the facility(ies). If not providing optional services, checkmark the box "Will not provide any optional services." Include this form with your Technical Proposal.

CHECK	CODE	DESCRIPTION	ONSITE LOCATION(S)	OFFSITE LOCATION(S)
<input type="checkbox"/>	90005	Complete Eye Examination		
<input type="checkbox"/>	90006	Complete Ear Examination		
<input type="checkbox"/>	96100	Adaptive Behavior Scale		
<input type="checkbox"/>	94700	Arterial Oxygen tension (PO ₂) at rest and simultaneously obtained arterial carbon dioxide tension (PCO ₂)		
<input type="checkbox"/>	94705	Arterial Gases Rest/Treadmill		
<input type="checkbox"/>	94720	Measurement of Lung Diffusing Capacity		
<input type="checkbox"/>	76620	Echocardiogram (2 Dimensional)		
<input type="checkbox"/>	92556	Speech Discrimination Test, binural		

WILL NOT PROVIDE ANY OPTIONAL SERVICES

EXHIBIT 13

Third Party Request for Assistance Form

Contractor's Toll Free Number:

Contractor's Fax Number:

[Click here to enter third party name.](#)

[Click here to enter third party address.](#)

[Click here to enter third party address.](#)

Date: [Click here to enter date.](#)

Order #: [Click here to enter number.](#)

Client Name: [Click here to enter name.](#)

Date of Birth: [Click here to enter DOB.](#)

Client Address: [Click here to enter address.](#)

[Click here to enter address.](#)

Client ID Number (CIN): [Click here to enter CIN.](#)

Disability ID Number: [Click here to enter DIN.](#)

Dear [Click here to enter third party name.](#),

The above named individual has an appointment with the specialist listed below at the date, time and location specified. The above named individual has indicated that you are someone who may be able to assist them in attending this appointment. If possible, please assist this claimant in any way necessary to attend this appointment. Thank you for your assistance.

Appointment Date and Time: [Click here to enter a date.](#) at [Click here to enter time.](#)

Specialist: [Click here to enter specialist's name.](#)

Address: [Click here to enter specialist's address.](#)

[Click here to enter specialist's address.](#)

[Click here to enter specialist's address.](#)

Specialist's Telephone Number: [Click here to enter specialist's phone number.](#)