



# Department of Health

## Request for Proposals RFP # 20054 Early Intervention Fiscal Audits

**Issued: June 8, 2021**

### **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.

Sue Mantica  
Bureau of Contracts  
New York State Department of Health  
Corning Tower, Room 2827  
Albany, New York 12237  
Telephone: 518-474-7896  
Email Address: [sue.mantica@health.ny.gov](mailto:sue.mantica@health.ny.gov)

### **PERMISSIBLE SUBJECT MATTER CONTACT:**

Pursuant to State Finance Law § 139-j(3)(a), the Department of Health identifies the following allowable contact for communications related to the submission of proposals, questions, pre-bid questions, and debriefings.

MaryJo Polfleit  
New York State Department of Health  
ESP Corning Tower, Room 859  
Albany, New York 12237  
Phone: 518-473-4441  
Email Address: [EIFA@health.ny.gov](mailto:EIFA@health.ny.gov)

**NEGOTIATION OF CONTRACT TERMS AFTER AWARD:**

Janice Juliano  
New York State Department of Health  
ESP Corning Tower Room 208:  
Albany, NY 12237  
Phone: 518-473-7016  
Janice.juliano@health.ny.gov

**TABLE OF CONTENTS**

*(Hyperlinked; click to go directly to desired topic.)*

**Contents**

**TABLE OF CONTENTS**..... 2

2.0 OVERVIEW..... 4

    2.1 Introductory Background ..... 4

    2.2 Important Information..... 5

    2.3 Term of the Agreement..... 5

3.0 BIDDERS QUALIFICATIONS TO PROPOSE ..... 5

    3.1 Minimum Qualifications..... 5

    3.2 Preferred Qualifications (If Applicable)..... 6

4.0 SCOPE OF WORK..... 6

    4.1 Tasks/Deliverables..... 6

        4.1.1 Audit Work Plan ..... 6

        4.1.2 NYSDOH Early Intervention Audits ..... 7

            4.1.2.a Agency Provider Claiming Audits ..... 7

            4.1.2.b. Individual Provider Claiming Audits..... 8

    4.1.3 Audit Work..... 8

    4.2 Staffing..... 10

**4.3 Reporting Requirements** ..... 11

    4.4 Information Technology ..... 14

    4.5 Privacy, Confidentiality and Security ..... 14

    4.6 Transition ..... 16

5.0 ADMINISTRATIVE INFORMATION ..... 16

    5.1 Restricted Period ..... 16

    5.2 Questions ..... 16

    5.3 Right to Modify RFP ..... 17

    5.4 Payment..... 17

    5.5 Minority & Woman-Owned Business Enterprise Requirements..... 18

    5.6 Equal Employment Opportunity (EEO) Reporting..... 20

    5.7 Sales and Compensating Use Tax Certification (Tax Law, § 5-a)..... 20

5.8	Contract Insurance Requirements .....	21
5.9	Subcontracting .....	21
5.10	DOH's Reserved Rights.....	21
5.11	Freedom of Information Law ("FOIL") .....	22
5.12	Lobbying .....	22
5.13	State Finance Law Consultant Disclosure Provisions.....	23
5.14	Debriefing.....	23
5.15	Protest Procedures .....	24
5.16	Iran Divestment Act.....	24
5.17	Piggybacking.....	24
5.18	Encouraging Use of New York Businesses in Contract Performance.....	24
5.19	Diversity Practices Questionnaire.....	24
5.20	Participation Opportunities for NYS Certified Service-Disabled Veteran-Owned Businesses .	25
	(For use when no SDVOB Goals Exist).....	25
5.21	Intellectual Property.....	25
5.22	Vendor Assurance of No Conflict of Interest or Detrimental Effect.....	25
5.23	Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination.....	25
6.0	PROPOSAL CONTENT .....	26
6.1	Administrative Proposal .....	26
6.2	Technical Proposal.....	28
6.3	Cost Proposal .....	33
7.0	PROPOSAL SUBMISSION.....	33
7.1	No Bid Form.....	33
8.0	METHOD OF AWARD .....	34
8.1	General Information.....	34
8.2	Submission Review.....	34
8.3	Technical Evaluation .....	34
8.4	Cost Evaluation.....	35
8.5	Composite Score.....	35
8.7	Reference Checks .....	35
8.8	Best and Final Offers.....	35
8.9	Award Recommendation.....	35
	ATTACHMENTS .....	36
	ATTACHMENT A .....	37
	PROPOSAL DOCUMENT CHECKLIST.....	37
	ATTACHMENT B .....	1
	COST PROPOSAL BID SHEET.....	1
	<b>ATTACHMENT C.....</b>	<b>2</b>
	OMIG AUDIT PROTOCOL EARLY INTERVENTION.....	2

1.0 CALENDAR OF EVENTS

<b>RFP 20054 – Early Intervention Fiscal Audits</b>	
<b><u>EVENT</u></b>	<b><u>DATE</u></b>
Issuance of Request for Proposals	June 8, 2021
Deadline for Submission of Written Questions	June 29, 2021 <b>4:00 p.m. ET</b>
Responses to Written Questions Posted by DOH	<b>On or About</b> July 20, 2021
Deadline for Submission of Proposals	<b>Proposals Due On Or Before</b> August 9, 2021 <b>4:00 p.m. ET</b>
<i>Anticipated</i> Contract Start Date	July 1, 2022

## **2.0 OVERVIEW**

Through this Request for Proposals (“RFP”), the New York State (“State”) Department of Health (“Department”) is seeking competitive proposals from firms owned by, managed by, and/or employing staff with accounting or auditing certifications, including Certified Internal Auditors or Certified Public Accountants, qualified to work in NY State, interested in providing professional audit services as further detailed in [Section 4.0](#) (Scope of Work). It is the Department’s intent to award one (1) five-year contract from this procurement.

### **2.1 Introductory Background**

The Early Intervention Program (EIP) for infants and toddlers with disabilities and their families is established in the New York State Public Health Law, Article 25, Title II-A; Title 10 of the Official Compilation of Codes, Rules, and Regulations of the State of New York (10 NYCRR), Chapter II, Subchapter H, Part 69; and the federal Individuals with Disability Education Act, Part C.

New York State Public Health Law § 2557(3) and 10 NYCRR § 43-2.15(b) authorizes the New York State Department of Health to perform audits and reviews to monitor the fiscal and governance affairs of early intervention providers, as well as compliance with rules, regulations and administrative guidelines. These critical tasks provide the Department’s executive management with essential feedback regarding adherence to regulations, financial performance and accomplishment of agency objectives.

Pursuant to New York State Public Health Law § 2557 and 10 NYCRR § 69.-4.22(a), approved costs for early intervention (EI) services are paid by the municipality in which the child resides. Claims for services are submitted to the New York State Department of Health by billing providers and municipalities as providers through the New York Early Intervention Data System. All approved claims are then processed for payment through the State Fiscal Agent (SFA) in the following order: commercial insurance, Medicaid, and the municipality in which the child resides. Providers shall, in the first instance, and where applicable, seek payment from all third-party payors, including governmental agencies, prior to claiming payment from a given municipality. The municipal escrow account is the payer of last resort. The New York State Department of Health currently reimburses municipalities 49% of the cost of claims paid by the municipality.

The Department seeks to contract with one audit firm to conduct field audits of claims submitted by Early Intervention Program service providers through the State Fiscal Agent (SFA) to the state.

Early Intervention Providers may have either an appendix agreement or a basic agreement with the EIP. Providers with appendix agreements bill directly for services, whereas providers with basic agreements would contract with an Agency (appendix) provider in order to be reimbursed for services provided. There are currently 428 Agency providers with an appendix agreement, 836 Individual providers with appendix agreements, and 9542 Individual providers with basic agreements under the EIP.

## **2.2 Important Information**

The bidder is required to review, and is requested to have legal counsel review, [Attachment 8](#), the DOH Agreement, as the bidder must be willing to enter into an Agreement in accordance with the terms of [Attachment 8](#) 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 8](#), "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 the 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 7](#), 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 the 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 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).

## **3.0 BIDDERS QUALIFICATIONS TO PROPOSE**

### **3.1 Minimum Qualifications**

The Department will accept proposals from organizations with the following types and levels of experience as a prime Contractor.

- A minimum of five (5) years of experience with both financial and performance audits following the rules of Generally Accepted Accounting Principles (GAAP) and Generally Accepted Auditing Standards (GAAS), and
- Five (5) years of experience in providing claim auditing services to large corporations and/or public

companies, e.g. hospitals, health facilities and other health services. , and

- Employ at least three (3) Certified Public Accountant(s) licensed in New York and in good standing

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 sub-contractors 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.

### **3.2 Preferred Qualifications**

- Five (5) years of experience in providing health service claim auditing services to government agencies
- Five (5) years of experience performing audits involving health insurance billing and claiming to third-party insurers, such as commercial insurance and Medicaid

## **4.0 SCOPE OF WORK**

This Section describes the independent external audit services that are required to be provided by the selected bidder. The selected bidder must be able to provide all Tasks/Deliverables throughout the contract term.

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

The terms “bidders”, “vendors” and “proposers” are also used interchangeably. The terms Department of Health (“DOH”) and “the department” are used interchangeably. 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 audit services are to be performed in accordance with the Generally Accepted Government Auditing Standards (the Yellow Book) issued by the Comptroller General for the United States, and the Generally Accepted Accounting Principles (GAAP) issued by the Financial Accounting Standards Board (FASB). Information can be found at: <https://www.gao.gov/products/gao-21-368g> and <https://asc.fasb.org>.

### **4.1 Tasks/Deliverables**

The Contractor must provide the following services to the Department through its own resources, at the specific request of the Department. The Contractor will perform claiming audits of Early Intervention (EI) billing and rendering providers and municipalities as billing providers, together with any related work or services within the scope of this RFP. The Department reserves the right to modify the criteria of the audits based upon changes to federal or State laws, rules, or regulations.

#### **4.1.1 Audit Work Plan**

The Contractor is responsible for providing an audit work plan for each year of the contract. The work plan should outline the steps the Contractor will take to complete the number of audits and associated work products required for that contract year. The total anticipated audits to be completed over the contract term is 500, 100 per contract year. Approximately 75 percent of the audits will be Agency Provider Audits and 25 percent Individual Provider Audits. The first work plan should be delivered to the Department within thirty (30) business days of the contract start date. In subsequent years (2-5), an audit work plan must be provided to the Department no less than thirty (30) business days prior to the start of the contract year. Audit work plans must be approved by the Department in writing prior to work commencing.

#### 4.1.2 NYSDOH Early Intervention Audits

**The Contractor will use auditing protocols and procedures developed in conjunction with the Department to complete the audits described below in sections 4.1.2.a and 4.1.2.b. The Department reserves the right to modify these protocols and/or procedures to address certain findings.**

Audits will be prioritized by the Department, according to provider revenue. Additionally, reported concerns from EI stakeholders, including municipalities, providers, and families, and results of EI data mining will be factored into the prioritization process. The chart below shows the number of Early Intervention Providers in each revenue category as of November 2020.

	Agency Providers (75% of Audits)	Individual Providers (25% of Audits)
Under \$200,000	217	561
\$200,000 to \$500,000	75	0
\$500,000 to \$1,000,000	51	0
\$1,000,000 to \$5,000,000	92	0
\$5,000,000 to \$10,000,000	24	0
Over \$10,000,000	14	0

The Department will provide the Contractor with a list of EI Providers to be audited every six (6) months. The Department reserves the right to amend this list as priorities change. The Contractor must provide project schedules, including key due dates for each on-site Billing and Claiming audit, at least 14 days prior to January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and October 1<sup>st</sup>. The Contractor will be held to the timelines and will provide audit reports to the Department as detailed in Section 4.3 Reporting Requirements, of this RFP. All working papers related to the external audit must be retained by the Contractor and any sub-contractors for ten (10) years from the date of completion of each audit. An audit is considered complete after the final report has been received and approved by the DOH (see section 5.4 for payment terms). Working papers include the record of audit procedures performed, relevant audit evidence obtained, and conclusions the auditor reached

#### 4.1.2.a Agency Provider Claiming Audits

An Agency provider is an entity which employs qualified personnel and may contract with individual providers or other agencies which are approved by the Department, for the provision of early intervention program evaluations, service coordination, and/or early intervention services. The Contractor will conduct on-site audits of claims submitted to the Department by agency billing providers and municipalities as billing providers for the provision of EI services. The audits will include an examination of service documentation to determine quality assurance and appropriateness of claims submitted to the Department.

Each on-site audit will include an examination of records for a random sample of claims, to be determined based on auditee claim volume. There may be instances, based on findings, where the Contractor will be asked to examine a small number of additional claims and/or records, adding a nominal amount of fieldwork. Individual providers employed by or contracting with an agency are subject to audit as part of the agency claiming audit.

During on-site audits, auditors may interview and observe relevant staff, examine documentation, confirm data or reports generated by the billing provider or municipality as billing provider, and identify the internal controls the auditee has in place for their billing and claiming process.

Audit Criteria will be based on the Office of the Medicaid Inspector General (OMIG) EI Audit Protocols (**Attachment C**), as well as any additional relevant EI policy guidance and regulations.

The Contractor will conduct 75 on-site EI Agency provider claiming audits per contract year. If less than 75 on-site EI Agency provider claiming audits are complete in a given year the contractor could, with approval from the Department, have the opportunity to make it up in another year to receive maximum payment for the life of the contract.

#### **4.1.2.b. Individual Provider Claiming Audits**

Individual rendering providers are individuals who hold a state-approved or recognized certificate, license, and/or registration, as applicable, in the disciplines in which they are providing services and are approved by the Department as individual providers. An Individual provider may be a billing provider with an appendix agreement, or a rendering provider with a basic agreement, who contracts with one or more agencies.

The Contractor will conduct audits of Individual rendering providers to confirm that services were provided as reported.

The Audit Criteria which records will be examined for will include, but not be limited to the following:

- The number of visits per day reported were appropriate and feasible (e.g., duplication/overlap of service delivery of times).
- The locations and times of the visits recorded were appropriate and feasible (e.g., no travel time is indicated between the two consecutive sessions with the different children, or the ending time of the first session and the beginning time of the next session does not allow for adequate travel time between the two locations, the claim will be disallowed).
- Services provided in accordance with the Individualized Family Service Plans (IFSP).
- Services logs verifying dates and times of EI service delivery were signed by parents/caregivers.

The Contractor will conduct 25 Individual rendering provider claiming audits per contract year. If less than 25 on-site Individual rendering provider audits are complete in a given year the contractor could, with approval from the Department, have the opportunity to make it up in another year to receive maximum payment for the life of the contract.

#### **4.1.3 Audit Work**

The Department defines “Audit Work” for the purpose of this RFP as on-site provider audits and all associate duties for administration of the audit.

If on-site audits are not practicable at any point during the contract term, virtual audits may be conducted as



determined by the Department.

Office of the Medicaid Inspector General (OMIG) EI Audit Protocols (**Attachment C**) would be used as a general guide for both on-site and virtual audits. Additionally, relevant EI policy guidance and regulations will be used.

The Department will assign an Audit Supervisor to oversee and monitor the audits assigned to the Contractor. The Audit Supervisor will be available for support, technical assistance and guidance. The Audit Supervisor may accompany contract staff for opening and exit conferences, as well as at any point during the audit when the Department deems appropriate. The Contractor is required to notify the Audit Supervisor two weeks prior to any such meetings so he/she can attend at their discretion.

The Audit Supervisor will provide a list of providers to be audited at least 90 days prior to each six (6) month period. When an Agency provider, Individual provider, or municipality as provider is selected for audit, the Contractor shall be responsible for the administration of the audit. Duties for administration of the audit include, but are not limited to:

1. Contacting the billing providers and municipalities as billing providers by telephone 4-5 weeks in advance of the audit to schedule the on-site audit date(s) and in the opening conference;
2. Explaining the process, scope, and objectives to auditees;
3. Fielding preliminary questions, any questions which cannot be addressed during the Opening Conference must be documented for follow up;
4. Mailing the audit announcement/confirmation letter with details of the audit;
5. Scheduling and conducting an opening conference with auditee management;
6. Requesting and reviewing applicable records and documents;
7. Notifying the assigned Department Audit Supervisor, as well as the Director of the Bureau of Early Intervention or designee within one business day for all significant financial issues and/or control deficiencies;
8. Scanning all supporting documentation for the provision of services;
9. Maintaining communication as needed, with Department management during fieldwork; and
10. Scheduling and conducting an exit conference.

EI providers are required to generate and maintain all documentation as required by Early Intervention policy, Medicaid, and applicable licensing and credentialing bodies.

The Contractor is responsible for obtaining the following documentation from the provider or municipality as provider at the start of the onsite audit, as requested.

1. Individualized Family Service Plans (IFSP) of children included in the audit sample;
2. Service authorizations for children included in the audit sample;
3. Access to claims submitted by the provider or municipality as provider for services rendered to children in the audit sample;
4. Contracts with providers that were in effect during the period being audited; and
5. Policies and procedures of providers and municipalities as providers regarding provision of services and documentation of services required for billing that were in effect during the period being audited.

The Contractor is expected to gather all preliminary documentation, review and complete the on-site audit within 30 calendar days of the on-site visit. If anything questionable is found in the documentation provided, and additional information is needed this may be requested during the audit.

**4.2 Staffing**

The Contractor will be responsible for recruiting, training and providing appropriate staffing and oversight to ensure the integrity and timely completion of the Services detailed in Section 4.0, Scope of Work, throughout the course of the contract period.

The Contractor will provide one of each of the following Key Personnel, listed in the chart below with job titles to be used for this project, general duties of the job title, and minimum qualifications and experience for each personnel in the job title:

Job Title	General Duties	Experience
Engagement Partner	<p>Project oversight, management of Contractor's team, liaison with the Department, to plan and manage audits.</p> <p>Maintain regular and ongoing communication with the Department.</p> <p>Understand client business and provide appropriate audit services to meet client expectations.</p> <p>Maintain up-to-date knowledge regarding applicable standards, policies, and regulations.</p> <p>Address auditee concerns and escalate complex issues to the Department management for immediate resolution.</p>	<p>Senior professional with 10 years of experience. Extensive experience and knowledge of financial and performance audits.</p> <p>Minimum of 10 years of auditing experience that includes a minimum of 5 years of financial and performance audits.</p> <p>Possess Certified Public Accountant (CPA) certification</p> <p>Meet continuing education requirements as applicable.</p>
Audit Manager	<p>Leads groups of auditors.</p> <p>Provides oversight and guidance for auditors and may be responsible for training staff.</p> <p>Ensures standard auditing practices are followed.</p> <p>Analyze data and form preliminary conclusions and/or recommendations but reports to Engagement Partner for overall direction on project and specific policy interpretation. May supervise lower level staff.</p>	<p>Mid-level professional with at least 5 years of increasing responsibility and independent auditing work and experience.</p> <p>Possess Certified Public Accountant (CPA) certification.</p> <p>Minimum of 5 years of auditing experience.</p>

Senior Auditor/Accountant	<p>Assist with external audits</p> <p>Complete requested materials.</p> <p>Assist in preparing assigned schedules for the audits.</p>	<p>Mid-level professional with 5 years of experience and supervisory responsibilities.</p> <p>Possess Certified Public Accountant (CPA) certification.</p> <p>Minimum of 5 years of auditing and supervisory experience.</p>
Staff Auditor/Accountant	<p>Assist the Senior Auditor/Accountant.</p> <p>Technical support and data manipulation, but not necessarily drawing conclusions or making recommendations.</p>	<p>Entry-level staff with 1-5 years of experience in general accounting processes.</p> <p>Must possess a working knowledge of mathematics and accounting principles.</p> <p>Minimum of 1 year of auditing experience.</p>

These key positions cannot be subcontracted out, nor may they be employed on a consultant basis. These positions must be filled by employees of the Contractor. Within 30 days of the contract award, the Contractor will be required to submit resumes and other supporting documentation demonstrating that the key staff possess the credentials required by the DOH. Final award is contingent upon the DOH’s review and approval of the key staff proposed. All proposed key staff must be available on the contract start date. The Department requires at least 30 days’ notice of any change in key personnel.

### 4.3 Reporting Requirements

Correspondence, including announcement letters and Audit Reports, must be submitted using the approved template as the approved template language and testing tools provide for due process and audit appeal rights that audited entities are legally afforded. All processes, protocols, and templates are proprietary and may not be shared without permission by the Department.

All correspondence, including announcement letters and Audit Reports must be issued in the form and format agreed upon by Department, drafted by the Contractor and be approved by the Department prior to use.

All audit reports must include the following seven elements and must be approved by the Department:

- 1) Heading - A heading is the "name" of the Audit Report and must include:
  - Project number and name of the audited billing provider or municipality as billing provider
  - Description of Audit Report – “Early Intervention Billing and Claiming Audit”
  - Period of the on-site audit

- 2) Source - A listing of individuals, observations or documents used to prepare the Audit Report.
- 3) Purpose - The reason the Audit Report was compiled, or the step of the audit process completed;
- 4) Scope of work - This may include the time period of review, the quantity of items reviewed, quantity of items available for review, etc.
- 5) Audit Methodology – A listing of the steps taken to achieve the stated purpose.
- 6) Conclusions – The result(s) of the Audit Report. Conclusion should include justifications (documents, tests, etc.) that the auditor used to derive the result.
- 7) Next Steps – Referral to applicable agencies and entities as directed the Department.

Reporting requirements, include but are not limited to:

1. Written monthly status updates for all open audits, to include brief progress notes and target deadlines, and a brief summary of findings to date.
2. Preparing and submitting a draft Audit Report to the Department Audit Supervisor; within 10 calendar days of the audit. Each audit report should include;
  - a. A quality assurance attestation with the draft report;
  - b. An evaluation of internal controls (based on guidance established by The Committee of Sponsoring Organizations (COSO) of the Treadway Commission), including interviews with provider/agency/municipality as provider management, to adequately document and assess the internal control structure of the entity being audited. More information on COSO can be found at: <https://www.coso.org/Documents/COSO-CROWE-COSO-Internal-Control-Integrated-Framework.pdf>.
3. The audited entity (municipality as billing provider, billing provider, or rendering provider) has 10 calendar days from the time of receipt, to comment on the audit findings defined in the draft Audit Report or indicate they have no comment. The Contractor will communicate with the provider to ensure comments are received within established time frames.
4. Final Audit Reports are due within 15 calendar days of the close of the comment period. The Contractor will prepare the Final Report including an Analysis of Auditee responses to draft Audit Reports, and the development of auditor comments.
5. Ad Hoc reports as needed; and
6. Testifying at appeal hearings (if necessary).

See chart of events below:

#### AUDIT TIMELINE SUMMARY

<b>Responsible Party</b>	<b>Timeline action</b>	<b>Details</b>	<b>Timeframe</b>
Contractor	Review period	Obtain documentation, review, and complete on-site audit as described in 4.1.3 of this RFP	Within 30 calendar days of the on-site audit
Contractor	Draft Audit Report	<p>Draft Audit and provide to DOH</p> <ul style="list-style-type: none"> <li>• Must be approved by the Engagement Partner</li> <li>• Tracked and associated with the relevant Audit Report and supporting documentation</li> </ul> <p>Attestation from the Engagement Partner required (See additional details below)</p>	10 calendar days from the completion of the audit; the end of the Review Period
DOH	DOH Review	DOH reviews the audit submitted	10 calendar days from receipt of draft Audit Report
Contractor	Draft Audit Report sent to Provider	Provider must have the opportunity to comment	Within 5 calendar days of DOH approval of draft
Provider	Provide response to draft Audit Report	Response is sent from Provider to Contractor	10 calendar days from receipt of draft Audit Report
Contractor	Final Audit Report	Using Analysis of Auditee response and including the auditor comments, the contractor will provide the Final Audit Report to DOH	15 calendar days from receipt of provider response to draft Audit Report

Prior to an exit conference, a draft audit report must be developed and shared with the Department Audit Supervisor for review, discussion and approval. The draft audit report must include identification of the five elements of a finding (condition, criteria, cause, effect and recommendations).

Engagement Partner Attestation: Each Audit Report will require an attestation verifying that the project has passed a quality assurance review and that the findings and recommendations in the report are edited, factually correct, and supported in the Audit Report.

No preliminary, draft or final Audit Report may be issued to Early Intervention billing providers without approval for issuance from the Department.

The Contractor shall maintain work papers and evidence containing sufficient information to enable an experienced auditor, having no previous connection with the audit, to validate the auditor's significant conclusions and judgments. Such evidence shall include, but not be limited to, documentation, analyses, and data either received from the auditee and/or generated by the contractor and/or obtained from other sources and will provide the Department timely access to the work papers/evidence as requested.

The Department will advise the New York State Office of The Medicaid Inspector General (OMIG) of all draft and final reports for projects that may result in Medicaid recoveries. The Contractor will provide the final reports in the form and format agreed upon and approved by the Department.; the Contractor must request Department approval for any changes in the structure of the report. The Department will coordinate the issuance of all reports that may involve Medicaid recoveries.

#### **4.4 Information Technology**

Any application that may be created or used to support the Audit and reporting functions, as well as all systems and components supporting it, including but not limited to any forms and databases that include Personal Health, Personal Identification or other New York State information, must comply with all NYS security policies and standards listed at <http://its.ny.gov/tables/technologypolicyindex.htm>. The Contractor is required, if applicable, to execute a number of security and privacy agreements with the Department including a Business Associate Agreement (Appendix H) and a Data Use Agreement (DUA) at contract signing.

#### **4.5 Privacy, Confidentiality and Security**

4.5.1 The Contractor shall perform the following, to protect Personally Identifiable Information (PII) and Protected Health Information (PHI) received and/or accessed by the Contractor for the purpose of conducting the audits of Early Intervention Providers as outlined in this RFP:

- a. Implement administrative, physical, technical and operational safeguards to protect PII and/or PHI at all times from loss, theft or inadvertent disclosure.
- b. Ensure that laptops and other electronic devices and media containing PII and/or PHI (if any) are encrypted and password protected.
- c. Refrain from sending e-mail containing PII and/or PHI. In certain limited circumstances, to facilitate the provision of services, e-mail containing PII and/or PHI may be sent, provided that it is encrypted and sent to / received from individuals authorized to receive such information.

- d. Notify the Department within one (1) hour regarding any actual or reasonably suspected loss of PII and/or PHI or breach or suspected breach of the data or confidentiality occurs with Contractor or a Subcontractor, by contacting [NYSOHSecurity@health.ny.gov](mailto:NYSOHSecurity@health.ny.gov).

4.5.2 Contractor agrees that any PII and/or PHI received and/or accessed by Contractor under this Agreement shall not be accessed by employees, agents, representatives, or contractors/business associates who are located outside of the United States and its territories (offshore). Further, the Contractor agrees that PII and/or PHI received and/or accessed under this Agreement shall not be received, stored, processed, or disposed via information technology systems which are located offshore.

The Contractor will comply fully with all current and future updates of the security procedures of the DOH/HRI, as well as with all applicable State and federal requirements, in performance of this contract.

4.5.3 The Contractor is obligated to ensure that any Subcontractor hired by Contractor who stores, processes, analyzes or transmits PII and/or PHI on behalf of Contractor is contractually obligated to meet all privacy and security requirements to which Contractor is bound. If any actual or suspected loss of PII or PHI or breach or suspected breach of the data or confidentiality occurs with Contractor or a Subcontractor, the Department must be notified within one (1) hour by contacting [NYSOHSecurity@health.ny.gov](mailto:NYSOHSecurity@health.ny.gov). The Contractor is required to maintain and provide to the Department upon request a data security overview, outlining the manner in which it is securing systems and implementing control procedures related to the deliverables and services within this RFP, including data security plans related to Subcontractor work where applicable

## **4.6 Transition**

The transition represents a period when the current contract activities performed by the Contractor must be turned over to the Department, another Department agent or successor Contractor during or at the end of the contract.

The Contractor shall ensure that any transition to the Department, Departmental agency or successor Contractor be done in a way that provides the Department with uninterrupted auditing services. This includes a complete and total transfer of all data, files, reports, and records generated from the inception of the contract through the end of the contract to the Department or another Department agent should that be required during or upon expiration of its contract.

The Contractor shall provide technical and business process support as necessary and required by the Department to transition and assume contract requirements to the Department or another Department agent should that be required during or at the end of the contract.

The Contractor shall continue to meet all requirements listed in the RFP during the transition. All reporting and record requirements, security standards, and performance standards are still in effect during the transition period.

The Contractor is required to develop a plan to securely and smoothly transfer any records referenced in this section to the Department or another Department agent should that be required during or upon expiration of its contract. The plan and documentation must be submitted to the Department no later than six (6) months before the last day of its contract with the Department of Health or upon request of the Department

## **5.0 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 the DOH and ending with the final contract award and approval by the 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 (2) violations within four (4) years of the rules against impermissible contacts during the “restricted period” may result in the violator being debarred from participating in the DOH procurements for a period of four (4) 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 [EIFA@health.ny.gov](mailto:EIFA@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 the 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 the 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 the DOH of such error in writing at [EIFA@health.ny.gov](mailto:EIFA@health.ny.gov) and request clarification or modification of the document.

and request clarification or modification of the document.

If, prior to the Deadline for Submission of Proposals, a bidder fails to notify the 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 quarterly 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](mailto:AccountsPayable@ogs.ny.gov) with a subject field as follows:

Subject: Unit ID 3450257 <Contract #TBD>

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

**NYS Department of Health  
Unit ID 3450257  
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](http://www.osc.state.ny.us/epay/index.htm), by email at [epayments@osc.state.ny.us](mailto: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, 9<sup>th</sup> Floor  
Albany, NY 12236

Payment of such invoices and/or vouchers by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law.

Payment terms will be:

In exchange for the provision of all audits, in accordance with the terms and conditions specified in this Request for Proposals and the Department's protocol, the Contractor will be entitled to receive payment for each deliverable produced to the satisfaction of the Department.

The Department will pay the Contractor quarterly, an all-inclusive fee for all audits and related deliverables, as described in section 4.0, completed in that quarter. An audit is considered complete after the final report has been received and approved by the DOH. In order to be eligible for payment the Contractor must provide a list of completed audits, with detailed backup that mirrors the cost proposal to include rates and deliverables with the invoice. Any audits completed in the final year of the contract with outstanding reports at the end of the contract period, will be payable upon receipt of timely final reports.

Penalty Clause:

All audit reports must include all seven elements (as described in section 4.3); failure to complete in the appropriate manner will cause the material to be re-worked at the Contractor's cost. Similar provisions apply for the elements of a finding; calculation of financial condition and error rates by program.

Deliverables not received by the deliverable due dates may be subject to a 5% penalty and a 10% penalty for each 30 days past the deliverable due dates.

## **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 the 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 the 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, the DOH hereby establishes an overall goal of **30%** for MWBE participation, **15%** for Minority-Owned Business Enterprises (“MBE”) participation and **15%** 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 the DOH may withhold payment pending receipt of the required MWBE documentation. For guidance on how the 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.

By submitting a bid, a bidder agrees to complete an MWBE Utilization Plan ([Attachment 5](#), Form #1) of this RFP. DOH will review the submitted MWBE Utilization Plan. If the plan is not accepted, the DOH may issue a notice of deficiency. If a notice of deficiency is issued, bidder agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt. DOH may disqualify a bidder as being non-responsive under the following circumstances:

- a) If a Bidder fails to submit a MWBE Utilization Plan;
- b) If a Bidder fails to submit a written remedy to a notice of deficiency;
- c) If a Bidder fails to submit a request for waiver (if applicable); or
- d) If DOH determines that the Bidder has failed to document good-faith efforts;

The Contractor will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to the DOH, but must be made no later than prior to the submission of a request for final payment on the Contract.

The Contractor will be required to submit a Contractor’s Quarterly M/WBE Contractor Compliance & Payment Report to the DOH, by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

If the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding will constitute a breach of Contract and DOH may withhold payment from the Contractor as liquidated damages.

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

New York State certified Minority- and Women-Owned Businesses (M/WBE) may request that their firm’s contact information be included on a list of M/WBE firms interested in serving as a subcontractor for this procurement. The listing will be publicly posted on the Department’s website for reference by the bidding community. A firm requesting

inclusion on this list should send contact information and a copy of its NYS M/WBE certification to [EIFA@health.ny.gov](mailto:EIFA@health.ny.gov) before the Deadline for Questions as specified in [Section 1.0](#) (Calendar of Events). Nothing prohibits an M/WBE Vendor from proposing as a prime Contractor.

**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 8](#) 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 8](#).

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 5](#), 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 5](#), Form # 5), to the 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](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](http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf)

## **5.8 Contract Insurance Requirements**

Prior to the start of work under this Contract, the CONTRACTOR shall procure, at its sole cost and expense, and shall maintain in force at all times during the term of this Contract, insurance of the types and in the amounts set forth in [Attachment 8](#), the New York State Department of Health Contract, Section IV. Contract Insurance Requirements as well as below.

### **5.8.1. Data Breach and Privacy/Cyber Liability**

The Contractor and any subcontractor retained by the Contractor shall carry and maintain applicable coverage during and for a period of one (1) years after completion of this contract, Data Breach and Privacy/Cyber Liability Insurance, including coverage for failure to protect confidential information and failure of the security of the Contractor's computer systems or the Department's Authorized Users' systems due to the actions of the Contractor with results in the unauthorized access to the Department's data.

## **5.9 Subcontracting**

Bidders may propose the 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's staff or subcontractor's staff if, in the 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 offeror; 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 offeror's proposal and/or to determine an offeror's compliance with the requirements of the solicitation.

### 5.11 Freedom of Information Law ("FOIL")

All proposals may be disclosed or used by the 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 \(D\)](#) of the RFP.** If the 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 1](#), "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 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 accessed electronically at: <http://www.osc.state.ny.us/agencies/forms/ac3271s.doc> and <http://www.osc.state.ny.us/agencies/forms/ac3272s.doc>.

### **5.14 Debriefing**

Pursuant to Section 163(9)(c) of the State Finance Law, any unsuccessful bidder may request a debriefing regarding the reasons that the proposal or bid submitted by the Bidder was not selected for award. Requests for a debriefing must be made within fifteen (15) calendar days of release of the written or electronic notice by the Department that

the Bid submitted by the Bidder was not selected for award. Requests should be submitted in writing to a designated contact identified in the award/non-award letter.

### **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 the DOH receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the DOH will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its Audit in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the 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.ny.gov/purchase/snt/sflxi.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 6](#), 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 Diversity Practices Questionnaire**



Diversity practices are the efforts of contractors to include New York State-certified Minority and Women-owned Business Enterprises (“MWBEs”) in their business practices. Diversity practices may include past, present, or future actions and policies, and include activities of contractors on contracts with private entities and governmental units other than the State of New York. Assessing the diversity practices of contractors enables contractors to engage in meaningful, capacity-building collaborations with MWBEs.

## **5.20 Participation Opportunities for NYS Certified Service-Disabled Veteran-Owned Businesses** **(For use when no SDVOB Goals Exist)**

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOBs”), thereby further integrating such businesses into New York State’s economy. DOH recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of the DOH contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, the DOH conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/veterans/>

Bidders are encouraged to contact the Office of General Services’ Division of Service-Disabled Veteran’s Business Development at 518-474-2015 or [VeteransDevelopment@ogs.ny.gov](mailto:VeteransDevelopment@ogs.ny.gov) to discuss methods of maximizing participation by SDVOBs on the Contract.

## **5.21 Intellectual Property**

Any work product created pursuant to this agreement and any subcontract shall become the sole and exclusive property of the New York State Department of Health, which shall have all rights of ownership and authorship in such work product.

## **5.22 Vendor Assurance of No Conflict of Interest or Detrimental Effect**

All bidders responding to this solicitation should submit [Attachment 4](#) to attest that their performance of the services outlined in this IFB does not create a conflict of interest and that the bidder will not act in any manner that is detrimental to any other State project on which they are rendering services.

## **5.23 Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination**

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment

based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics. In accordance with Executive Order No. 177, the Offeror certifies that they do not have institutional policies or practices that fail to address those protected status under the Human Rights Law.

## 6.0 PROPOSAL CONTENT

The following includes the 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, and are required to submit a complete Cost Proposal. A proposal that is incomplete in any material respect may be rejected.

To expedite review of the proposals, bidders are requested to submit proposals in separate Administrative, Technical, and Cost packages inclusive of all materials as summarized in Attachment A, 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, Technical, and Cost Proposals received in response to this RFP will be conducted separately. Bidders are therefore cautioned not to include any Cost Proposal information in the Technical Proposal documents.

**DOH will not be responsible for expenses incurred in preparing and submitting the Administrative, Technical, or Cost Proposals.**

### 6.1 Administrative Proposal

The Administrative Proposal should contain all items 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 may be subject to verification for accuracy. Please provide the forms in the same order in which they are requested.

#### A. Bidder's Disclosure of Prior Non-Responsibility Determinations

Submit a completed and signed [Attachment 1](#), "Prior Non-Responsibility Determination."

#### B. 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 4.10](#), (Freedom of Information Law).

#### C. 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 <http://www.osc.state.ny.us/vendrep/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](mailto: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](http://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. Bidder's should complete and submit the Vendor Responsibility Attestation, [Attachment 3](#).

D. Vendors Assurance of No Conflict of Interest or Detrimental Effect

Submit [Attachment 4](#), Vendor's Assurance of No Conflict of Interest or Detrimental Effect, which includes information regarding the Bidder, members, shareholders, parents, affiliates or subcontractors. [Attachment 4](#) must be signed by an individual authorized to bind the Bidder contractually.

E. M/WBE Forms

Submit completed Form #1 and/or Form #2, Form #4 and Form #5 as directed in [Attachment 5](#), "Guide to New York State DOH M/WBE RFP Required Forms."

F. Bidder's Certified Statements

Submit [Attachment 7](#), "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 7](#) or no [Attachment 7](#).

G. Encouraging Use of New York Businesses in Contract Performance

Submit [Attachment 6](#), "Encouraging Use of New York State Businesses" in Contract Performance to indicate which New York Businesses you will use in the performance of the contract.

H. References

Provide three references using [Attachment 9](#), (References). Provide firm names, addresses, contact names, telephone numbers, and email addresses.

I. Diversity Practices Questionnaire

The Department has determined, pursuant to New York State Executive Law Article 15-A, that the assessment of the diversity practices of respondents of this procurement is practical, feasible, and appropriate. Accordingly, respondents to this procurement should include as part of their response to this procurement, [Attachment 10](#) "Diversity Practices Questionnaire". Responses will be formally evaluated and scored.

J. Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination

Submit [Attachment 11](#) certifying that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

## 6.2 Technical Proposal

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

A Technical Proposal that is incomplete in any material respect may be eliminated from consideration. The following outlines the information requested to be provided by bidders. 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 may 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 the DOH of its accuracy. Failure to follow these instructions may result in disqualification.

Pricing information contained in the Cost Proposal cannot be included in the Technical Proposal documents.

### A. 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.

### B. Table of Contents

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

### C. Documentation of Bidder's Eligibility Responsive to Section 3.0 of RFP

C.1 Bidders must be able to meet all the requirements stated in Section 3.0 of the RFP. The Bidder must submit documentation that provides sufficient evidence of meeting the criterion. This documentation may be in any format needed to demonstrate how they meet the minimum qualifications to propose.

- A minimum of five (5) years of experience with both financial and performance audits following the rules of Generally Accepted Accounting Principles (GAAP) and Generally Accepted Auditing Standards (GAAS), and
- Five (5) years of experience in providing claim auditing services to large corporations and/or public companies, e.g. hospitals, health facilities and other health services, and
- Employ at least three (3) Certified Public Accountant(s) licensed in New York and in good standing

## C.2 Preferred Qualifications

- Five (5) years of experience in providing health service claim auditing services to government agencies
- Five (5) years of experience performing audits involving health insurance billing and claiming to third-party insurers, such as commercial insurance and Medicaid.

### D. Technical Proposal Narrative

#### D1. Tasks/Deliverables

The technical proposal should provide satisfactory evidence of the Bidder's ability to meet, and expressly respond to, each element listed below. Elements of the technical proposal are as follows:

##### D.1.1. Audit Work Plan

The Bidder should detail their plan to provide an audit work plan for each year of the contract that outlines the steps they will take to complete the number of audits and associated work products required for that contract year in no less than thirty (30) business days prior to the start of the contract year.

##### D.1.2. NYSDOH Early Intervention Audits

The Bidder should demonstrate how they will use auditing protocols and procedures developed in conjunction with the Department to complete the audits described in sections 4.1.2.a and 4.1.2.b, as prioritized by the State; provide project schedules, including key due dates for each on-site Billing and Claiming audit, at least 14 days prior to each quarter of the calendar year; and retain all documentation related to the external audit for ten (10) years from the date of completion of each audit.

##### D.1.2.a. Agency Provider Claiming Audits

The Bidder should describe how they will conduct 75 on-site audits per year of claims submitted to the Department by agency billing providers and municipalities as billing providers for the provision of EI services by:

- Examining records for a random sample of claims based on auditee claim volume;
- Examining service documentation to determine quality assurance and appropriateness of claims submitted to the Department; and
- Interviewing and observing relevant staff, examining documentation, confirming data or reports generated by the billing provider or municipality as billing provider, and identifying the internal controls the auditee has in place for their billing and claiming process, using the Office of the Medicaid Inspector General (OMIG) EI Audit Protocols (**Attachment C**), as well as any additional relevant EI policy guidance and regulations.

##### D.1.2.b. Individual Provider Claiming Audits

The Bidder should describe how they will conduct 25 audits of Individual rendering providers per year to confirm that services were provided as reported by examining records using audit criteria that will include, but is not limited to:

- The number of visits per day reported were appropriate and feasible (e.g., duplication/overlap of service delivery of times).
- The locations and times of the visits recorded were appropriate and feasible (e.g., no travel time is indicated between the two consecutive sessions with the different children, or the ending time of the

first session and the beginning time of the next session does not allow for adequate travel time between the two locations, the claim will be disallowed).

- Services provided in accordance with the IFSP.
- Services logs verifying dates and times of EI service delivery were signed by parents/caregivers.

#### D.1.3 Audit Work

- a. The Contractor should describe their approach to using The Office of the Medicaid Inspector General (OMIG) EI Audit Protocols (Attachment C), relevant EI policy guidance and regulations as general guide for both on-site and virtual audits, and all associated duties for administration of the audit. The Contractor should describe their plan to work with the DOH Audit Supervisor and notify them of any opening and exit conferences, two weeks prior to any such meetings so he/she can attend at their discretion.
  
- b. The Contractor should describe their approach to completing the tasks required to administer the audit, that includes but is not limited to:
  1. Contacting the billing providers and municipalities as billing providers by telephone 4-5 weeks in advance of the audit to schedule the on-site audit date(s) and in the opening conference;
  2. Explaining the process, scope, and objectives to auditees;
  3. Fielding preliminary questions, any questions which cannot be addressed during the Opening Conference must be documented for follow up
  4. Mailing the audit announcement/confirmation letter with details of the audit;
  5. Scheduling and conducting an opening conference with auditee management;
  6. Requesting and reviewing applicable records and documents;
  7. Notifying the assigned Department Audit Supervisor, as well as the Director of the Bureau of Early Intervention or designee within one business day for all significant financial issues and/or control deficiencies;
  8. Scanning all supporting documentation for the provision of services;
  9. Maintaining communication as needed, with Department management during fieldwork; and
  10. Scheduling and conducting an exit conference.
  
- c. The Contractor should describe their plan for obtaining the following documentation from the provider or municipality as provider at the start of the onsite audit, as requested, as well as any additional information required during the audit:
  1. Individualized Family Service Plans (IFSP) of children included in the audit sample;
  2. Service authorizations for children included in the audit sample;
  3. Access to claims submitted by the provider or municipality as provider for services rendered to children in the audit sample;
  4. Contracts with providers that were in effect during the period being audited; and
  5. Policies and procedures of providers and municipalities as providers regarding provision of services and documentation of services required for billing that were in effect during the period being audited.

The Contractor should detail their approach to gathering all preliminary documentation, reviewing and completing the on-site audit within 30 calendar days of the on-site visit.

#### D.2. Staffing

The Bidder should detail their plan for recruiting, training and providing appropriate staffing and oversight to ensure the integrity and timely completion of the Services detailed in Section 4.0, Scope of Work, throughout the course of the contract period.

The Bidder should include their plan to provide the following Key Personnel to be used for this project, how they will ensure these positions will be filled by employees of the Contractor and how they will ensure the minimum qualifications are met, as defined in Section 4.2 of this RFP are met:

- Engagement Partner
- Audit Manager
- Senior Auditor/Accountant
- Staff Auditor/ Accountant

#### D.3. Reporting Requirements

The Bidder should describe their proposed approach to providing reports that contain all required elements to the auditees and the Department, and their ability to meet the requirements of the timeline as detailed in Section 4.3 of this RFP.

#### D4. Information Technology

The Bidder should describe their proposed approach for Information Technology as detailed in Section 4.4 of this RFP.

#### D5. Privacy, Confidentiality and Security

D5.1. The bidder should confirm their understanding of the Protected Health Information (“PHI”) as detailed in Section 4.5.1 of this RFP.

D5.2. The Bidder should describe how they will protect PII and PHI received and/or accessed by the Contractor for the purpose of conducting the audits of Early Intervention Providers as outlined in this RFP, including:

- a. Implementing administrative, physical, technical and operational safeguards to protect PII and/or PHI at all times from loss, theft or inadvertent disclosure.
- b. Ensuring that laptops and other electronic devices and media containing PII and/or PHI (if any) are encrypted and password protected.
- c. Refraining from sending e-mail containing PII and/or PHI. In certain limited circumstances, to facilitate the provision of services, e-mail containing PII and/or PHI may be sent, provided that it is encrypted and sent to / received from individuals authorized to receive such information.
- d. Notifying the Department within one (1) hour regarding any actual or reasonably suspected loss of PII and/or PHI or breach or suspected breach of the data or confidentiality occurs with Contractor or a Subcontractor, by contacting [NYSOHSecurity@health.ny.gov](mailto:NYSOHSecurity@health.ny.gov).

The bidder should include in its response the overarching strategy for all levels of security, privacy and security requirements of HIPAA Regulations and its procedures regarding any breach of security, privacy and confidentiality, as well as complying with any federal or State laws related to other notification in relation to such breach.

D5.3 The Bidder should describe how they will ensure that any PII and/or PHI received and/or accessed by Contractor under this Agreement shall not be accessed by employees, agents, representatives, or contractors/business associates who are located outside of the United States and its territories (offshore), and that PII and/or PHI received and/or accessed under this Agreement shall not be received, stored, processed, or disposed via information technology systems which are located offshore.

D5.4 The Bidder should detail their plan to:

- Comply with all privacy and security policies and procedures of the Department as updated from time to time (<https://its.ny.gov/eiso/policies/security>) and applicable state and federal law and administrative guidance with respect to the performance of this contract.
- Execute certain security and privacy agreements with the Department including a Business Associate Agreement ([Appendix H](#)), a data use agreement and rules of behavior regarding certain system credentials.
- Provide secure and confidential backup, storage and transmission for hard copy and electronically stored information and how they will ensure that under no circumstances will any PII, PHI or other records be released to any person, agency, or organization without the specific written permission of the Department.
- Ensure that any Subcontractor hired by Contractor who stores, processes, analyzes or transmits PII and/or PHI on behalf of Contractor is contractually obligated to meet all privacy and security requirements to which Contractor is bound, and If any actual or suspected loss of PII or PHI or breach or suspected breach of the data or confidentiality occurs with Contractor or a Subcontractor, how the Bidder plans to notify the Department within one (1) hour by contacting [NYSOHSecurity@health.ny.gov](mailto:NYSOHSecurity@health.ny.gov).
- Maintain and provide to the Department upon request a data security overview, outlining the manner in which it is securing systems and implementing control procedures related to the deliverables and services within this RFP, including data security plans related to Subcontractor work where applicable

## D6. Transition

The Bidder will describe their proposed approach to:

- Ensure that any transition to the Department, Departmental agency or successor Contractor be done in a way that provides the Department with uninterrupted auditing services. This includes a complete and total transfer of all data, files, reports, and records generated from the inception of the contract through the end of the contract to the Department or another Department agent should that be required during or upon expiration of its contract.
- Ability to provide technical and business process support as necessary and required by the Department to transition and assume contract requirements to the Department or another Department agent should that be required during or at the end of the contract.
- Ability and approach to continue to meet all requirements listed in the RFP during the transition. All reporting and record requirements, security standards, and performance standards are still in effect during the transition period.
- Develop a plan to securely and smoothly transfer any records referenced in this section to the Department or another Department agent should that be required during or upon expiration of its contract. The plan and documentation must be submitted to the Department no later than six (6) months before the last day of its contract with the Department of Health or upon request of the Department



## 6.3 Cost Proposal

Submit a completed and signed **Attachment B – Cost Proposal**. The Cost Proposal shall comply with the format and content requirements as detailed in this document and in Attachment B. Failure to comply with the format and content requirements may result in disqualification.

The bid price is to cover the cost of furnishing all of the said services, including but not limited to travel, materials, equipment, overhead, profit and labor to the satisfaction of the Department of Health and the performance of all work set forth in said specifications.

## 7.0 PROPOSAL SUBMISSION

A proposal consists of three distinct parts: (1) the Administrative Proposal, (2) the Technical Proposal, and (3) the Cost Proposal. Proposals should be submitted as prescribed below.

Submit **three (3), open and permission password protected**, PDF proposals in separate emails to: [EIFA@health.ny.gov](mailto:EIFA@health.ny.gov) with the subject "< *Type of Proposal Submission, Bidder name, RFP # \_\_\_\_\_* >

Include, as attachment to each email, the distinct PDF file labeled "Administrative Proposal", "Technical Proposal", or "Cost Proposal". Example: "Technical Proposal Submission, ABC Company, RFP #20049".

All electronic proposal submissions should be clear and include page numbers on the bottom of each page.

The body of the email submitted should also include the password and indicate the number of total pages intended, and where indicated each subset of pages listed. Example: Technical proposal 30 pages total, Attachment C, 17 pages. A font size of eleven (11) points or larger should be used with appropriate header and footer information. In the event an electronic submission cannot be read by the Department, the Department reserves the right to request a hard copy and/or electronic resubmission of any unreadable files. Offeror shall have 2 business days to respond to such requests and must certify the resubmission is identical to the original submission.

1. Where signatures are required, the proposal should have a handwritten signature and be signed in blue ink. A scanned signature can be used for electronic submission in the PDF. The Department reserves the right to request hardcopy originals of all signature pages at any time.
2. 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 described in this RFP 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.
3. Audio and/or videotapes are not allowed. Any submitted audio or videotapes will be ignored by the evaluation team; and

**The entire proposal must be received by the NYSDOH in three separate emails to the email account and format designated above, no later than the Deadline for Submission of Proposals specified in Section 1.0, (Calendar of Events). Late bids will not be considered.**

## 7.1 No Bid Form

Bidders choosing not to bid are requested to complete the No-Bid form [Attachment 2](#).

## **8.0 METHOD OF AWARD**

### **8.1 General Information**

DOH will evaluate each proposal based on the “Best Value” concept. This means that the proposal that best “optimizes quality, cost, and efficiency among responsive and responsible offerers” shall be selected for award (State Finance Law, Article 11, §163(1)(j)).

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 and cost. Proposals failing to meet the requirements of this document may be eliminated from consideration. The evaluation process will include separate technical and cost evaluations, and the result of each evaluation shall remain confidential until evaluations have 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 requirements (other than the Cost Proposal) will be weighted 70% of a proposal's total score and the information contained in the Cost Proposal will be weighted 30% of a proposal's total score. *[e.g., 70% Technical, 30% Cost]*

Bidders may be requested by the DOH to clarify the contents of their proposals. Other than to provide such information as may be requested by the 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 factors for award, in descending order, will be:

- (1) lowest cost and
- (2) proposed percentage of MWBE participation.

### **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), including documentation requested 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 the 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 the DOH will review and evaluate all proposals.

Proposals will undergo a preliminary evaluation to verify Minimum Qualifications to Propose (Section 3.0).

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 70% (**up to 70 points**) of the final score.

## 8.4 Cost Evaluation

The Cost Evaluation Committee will examine the Cost Proposal documents. The Cost Proposals will be opened and reviewed for responsiveness to cost requirements. If a cost proposal is found to be non-responsive, that proposal may not receive a cost score and may be eliminated from consideration.

The Cost Proposals will be scored based on a maximum cost score of 30 points. The maximum cost score will be allocated to the proposal with the lowest all-inclusive not-to-exceed maximum price. All other responsive proposals will receive a proportionate score based on the relation of their Cost Proposal to the proposals offered at the lowest final cost, using this formula:

$$C = (A/B) * 30\%$$

A is Total price of lowest cost proposal;

B is Total price of cost proposal being scored; and

C is the Cost score.

The cost evaluation is **30% (up to 30 points)** of the final score.

## 8.5 Composite Score

A composite score will be calculated by the DOH by adding the Technical Proposal points and the Cost points awarded. Finalists will be determined based on composite scores.

## 8.7 Reference Checks

The Bidder should submit three professional references using [Attachment 9](#) (References). At the discretion of the Evaluation Committee, references may be checked at any point during the process to verify bidder qualifications to propose (Section 3.0).

## 8.8 Best and Final Offers

NYSDOH reserves the right to request best and final offers. In the event NYSDOH exercises this right, all bidders that submitted a proposal that are susceptible to award will be asked to provide a best and final offer. Bidders will be informed that should they choose not to submit a best and final offer, the offer submitted with their proposal will be construed as their best and final offer.

## 8.9 Award Recommendation

The Evaluation Committee will submit a recommendation for award to the Finalist(s) with the highest composite score(s) whose experience and qualifications have been verified.

The Department will notify the awarded Bidder(s) and Bidders not awarded. The awarded Bidder(s) will enter into a written Agreement in accordance with the terms of [Attachment 8](#), 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.

## ATTACHMENTS

The following attachments are included in this RFP and are available via hyperlink or can be found at: <https://www.health.ny.gov/funding/forms/>.

1. [Bidder's Disclosure of Prior Non-Responsibility Determination](#)
2. [No-Bid Form](#)
3. [Vendor Responsibility Attestation](#)
4. [Vendor Assurance of No Conflict of Interest or Detrimental Effect](#)
5. [Guide to New York State DOH M/WBE Required Forms & Forms](#)
6. [Encouraging Use of New York Businesses in Contract Performance](#)
7. [Bidder's Certified Statements](#)
8. [DOH Agreement](#) (Standard Contract)
9. [References](#)
10. [Diversity Practices Questionnaire](#)
11. [Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination](#)

The following attachments are attached and included in this RFP:

- A. Proposal Document Checklist
- B. Cost Proposal
- C. OMIG Audit Protocol Early Intervention

**ATTACHMENT A  
PROPOSAL DOCUMENT CHECKLIST**

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

<b>RFPXX-XX – TITLE OF RFP</b>		
<b>FOR THE ADMINISTRATIVE PROPOSAL</b>		
<b>RFP §</b>	<b>SUBMISSION</b>	<b>INCLUDED</b>
§ 6.1.A	Attachment 1 – Bidder’s Disclosure of Prior Non-Responsibility Determinations, completed and signed.	<input type="checkbox"/>
§ 6.1.B	Freedom of Information Law – Proposal Redactions (If Applicable)	<input type="checkbox"/>
§ 6.1.C	Attachment 3- Vendor Responsibility Attestation	<input type="checkbox"/>
§ 6.1.E	Attachment 4 - Vendor Assurance of No Conflict of Interest or Detrimental Effect	<input type="checkbox"/>
§ 6.1.F	M/WBE Participation Requirements:	<input type="checkbox"/>
	Attachment 5 Form 1	<input type="checkbox"/>
	Attachment 5 Form 2 (If Applicable)	<input type="checkbox"/>
§ 6.1.G	Attachment 6- Encouraging Use of New York Businesses	<input type="checkbox"/>
§ 6.1.H	Attachment 7 - Bidder’s Certified Statements, completed & signed.	<input type="checkbox"/>
§ 6.1.I	Attachment 9 – References	<input type="checkbox"/>
§ 6.1.J	Attachment 10 - Diversity Practices Questionnaire	<input type="checkbox"/>
§ 6.1.K	Attachment 11 - Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination	<input type="checkbox"/>
<b>FOR THE TECHNICAL PROPOSAL</b>		
<b>RFP §</b>	<b>SUBMISSION</b>	<b>INCLUDED</b>
§ 6.2.A	Title Page	<input type="checkbox"/>
§ 6.2.B	Table of Contents	<input type="checkbox"/>
§ 6.2.C	Documentation of Bidder’s Eligibility (Requirement)	<input type="checkbox"/>
§ 6.2.D	Technical Proposal Narrative	<input type="checkbox"/>
§ 6.2.E	<<List any Required Attachments to Complete Technical Proposal>>	<input type="checkbox"/>
<b>FOR THE COST PROPOSAL REQUIREMENT</b>		
<b>RFP §</b>	<b>REQUIREMENT</b>	<b>INCLUDED</b>
§ 6.3	Attachment B- Cost Proposal	<input type="checkbox"/>

**ATTACHMENT B**  
**COST PROPOSAL BID SHEET**  
**RFP #20054**

*Bidders must bid an all-inclusive fee for all tasks required to complete the audit, audit workplan, audit schedules, and all reporting, as described in the RFP.*

<b>Cost Proposal Bid Sheet</b>			
	<b>Estimated number of audits per contract year</b>	<b>Price per audit (Years 1-3)</b>	<b>Price per audit (Years 4-5)</b>
<b>Early Intervention Agency Claiming Audits</b> Bid an all-inclusive rate for Agency Claiming Audits. Price must include but is not limited to: all tasks required to complete the audit, audit workplan, audit schedules, and all reporting, as described in Section 4.0.	<b>75</b>	\$	\$
<b>Early Intervention Individual Provider Claiming Audits</b> Bid an all-inclusive rate for Individual Claiming Audits. Bid an all-inclusive rate for Individual Provider Claiming Audits. Price must include but is not limited to: all tasks required to complete the audit, audit workplan, audit schedules, and all reporting, as described in Section 4.0.	<b>25</b>	\$	\$

I, \_\_\_\_\_, for and on behalf of the Bidder organization(s), signify that the following information is true and accurate to the best of my knowledge and that the above named organization agrees to abide by the terms of the approved proposal and is fully able and willing to carry out deliverables contained herein.

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

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

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

# ATTACHMENT C

## OMIG AUDIT PROTOCOL EARLY INTERVENTION



ANDREW M. CUOMO  
Governor

DENNIS ROSEN  
Medicaid Inspector General

### OMIG AUDIT PROTOCOL EARLY INTERVENTION

01/07/2020

---

Audit protocols assist the Medicaid provider community in developing programs to evaluate compliance with Medicaid requirements under federal and state statutory and regulatory law. Audit protocols are intended solely as guidance in this effort. This guidance does not constitute rulemaking by the New York State Office of the Medicaid Inspector General (OMIG) and may not be relied on to create a substantive or procedural right or benefit enforceable, at law or in equity, by any person. Furthermore, nothing in the audit protocols alters any statutory or regulatory requirement and the absence of any statutory or regulatory requirement from a protocol does not preclude OMIG from enforcing the requirement. In the event of a conflict between statements in the protocols and either statutory or regulatory requirements, the requirements of the statutes and regulations govern.

A Medicaid provider's legal obligations are determined by the applicable federal and state statutory and regulatory law. Audit protocols do not encompass all the current requirements for payment of Medicaid claims for a particular category of service or provider type and, therefore, are not a substitute for a review of the statutory and regulatory law. OMIG cannot provide individual advice or counseling, whether medical, legal, or otherwise. If you are seeking specific advice or counseling, you should contact an attorney, a licensed practitioner or professional, a social services agency representative, or an organization in your local community.

Audit protocols are applied to a specific provider type or category of service in the course of an audit and involve OMIG's application of articulated Medicaid agency policy and the exercise of agency discretion. Audit protocols are used as a guide in the course of an audit to evaluate a provider's compliance with Medicaid requirements and to determine the propriety of Medicaid expended funds. In this effort, OMIG will review and consider any relevant contemporaneous documentation maintained and available in the provider's records to substantiate a claim.

OMIG, consistent with state and federal law, can pursue civil and administrative enforcement actions against any individual or entity that engages in fraud, abuse, or illegal or improper acts or unacceptable practices perpetrated within the medical assistance program. Furthermore, audit protocols do not limit or diminish OMIG's authority to recover improperly expended Medicaid funds and OMIG may amend audit protocols as necessary to address identified issues of non-compliance. Additional reasons for amending protocols include, but are not limited to, responding to a hearing decision, litigation decision, or statutory or regulatory change.

## OMIG AUDIT PROTOCOLS EARLY INTERVENTION PROGRAM

01/07/2020

1.	<p><b>SESSION</b> <b>Overlapping Session Times - One Therapist, Two Children</b></p>
<b>OMIG Audit Criteria</b>	<p>If a therapist has starting and ending session times on two different session notes, involving two different children, in two different locations, which overlap, the claim will be disallowed. This applies to physical therapy, occupational therapy, speech therapy, and special instruction. This excludes group developmental intervention, parent-child groups, and family/caregiver support groups, evaluations, service coordination, respite, transportation, and assistive technology services.</p>
<b>Regulatory References</b>	<p>NY Public Health Law § 2557(3) &amp; (3-a) 10 NYCRR § 69-4.30(b) 10 NYCRR § 69-4.26(b)(12) 10 NYCRR § 69-4.24(a)(14)</p>
2.	<p><b>SESSION</b> <b>Inadequate/No Travel Time</b></p>
<b>OMIG Audit Criteria</b>	<p>If a therapist working with two children in different locations where (1) no travel time is indicated between the two consecutive sessions with the different children, or (2) the ending time of the first session and the beginning time of the next session does not allow for adequate travel time between the two locations, the claim will be disallowed.</p>
<b>Regulatory References</b>	<p>NY Public Health Law § 2557(3) &amp; (3-a) 10 NYCRR § 69-4.30(b) 10 NYCRR § 69-4.26(b)(12) 10 NYCRR § 69-4.24(a)(14) Early Intervention Memorandum 94-4 (reissued January 2000), page 11</p>
3.	<p><b>SESSION</b> <b>Overlapping Session Times - Two Therapists, One Child</b></p>
<b>OMIG Audit Criteria</b>	<p>If two therapists' starting and ending session times on their session notes involve the same child resulting in an overlap, the claim will be disallowed where a co-visit is not listed in the Individualized Family Service Plan (IFSP) and there is an overlap.</p> <p><b>NOTE:</b> Excludes group developmental intervention, parent-child groups, support groups, evaluations, service coordination, respite, transportation and assistive technology devices.</p>
<b>Regulatory References</b>	<p>NY Public Health Law § 2557(3) &amp; (3-a) 10 NYCRR § 69-4.30(b) 10 NYCRR § 69-4.30(c)(5) &amp; (6) 10 NYCRR § 69-4.26(b)(12) 10 NYCRR § 69-4.24(a)(14) BEI Guidance Letter on Co-Visits, March 31, 2006, page 2</p>

This document is intended solely for guidance. No statutory or regulatory requirement(s) are in any way altered by any statement(s) contained herein. This guidance does not constitute rulemaking by OMIG and may not be relied on to create a substantive or procedural right or benefit enforceable, at law or in equity, by any person.



## OMIG AUDIT PROTOCOLS EARLY INTERVENTION PROGRAM

01/07/2020

<b>4.</b>	<b>AUTHORIZATION/IFSP Not on IFSP</b>
<b>OMIG Audit Criteria</b>	If the services delivered were not in accordance the IFSP, the claim will be disallowed.
<b>Regulatory References</b>	NY Public Health Law § 2541.7 10 NYCRR § 69-4.11(a)(10)(v) Early Intervention Memorandum 95-2 (reissued January 2000), pages 6-10
<b>5.</b>	<b>AUTHORIZATION/IFSP BILLING RULE VIOLATED DUE TO NO WAIVER IN PLACE</b>
<b>OMIG Audit Criteria</b>	If the child would benefit from services beyond the limits set by the Department of Health (DOH), then prior authorization from the Early Intervention Official must be issued to the provider and documented in the IFSP. If the claim is for services that were provided beyond the allowed daily/weekly limits without first obtaining the proper prior authorization, the claim will be disallowed.  <b>NOTE: Any make-up visits must be specified in the IFSP.</b>
<b>Regulatory References</b>	10 NYCRR § 69-4.30(c)(5)-(12),(14)(d-f)
<b>6.</b>	<b>AUTHORIZATION/IFSP SERVICE PROVIDED PRIOR TO IFSP DATE</b>
<b>OMIG Audit Criteria</b>	If the claim was for services provided prior to the beginning date authorized on the IFSP, the claim will be disallowed.  <b>NOTE: Screenings, initial service coordination, core evaluations, and in certain instances supplemental evaluations will predate the implementation of the initial IFSP. Services authorized by interim IFSPs can occur prior to a child's eligibility determination.</b>
<b>Regulatory References</b>	NY Public Health Law § 2541.7 10 NYCRR § 69-4.11(a)(10)(v)(d) Early Intervention Memorandum 95-2 (reissued January 2000), page 12
<b>7.</b>	<b>AUTHORIZATION/IFSP IFSP TERMINATED/AUTHORIZATION CANCELLED</b>
<b>OMIG Audit Criteria</b>	If the claim was for services that were provided after the termination date listed in the IFSP, or the service authorization was cancelled the claim will be disallowed.
<b>Regulatory References</b>	NY Public Health Law § 2557(3) & (3-a) NY Public Health Law § 2541.7 10 NYCRR § 69-4.11(a)(10)(v)(d) Early Intervention Memorandum 95-2 (reissued January 2000), pages 12-13

This document is intended solely for guidance. No statutory or regulatory requirement(s) are in any way altered by any statement(s) contained herein. This guidance does not constitute rulemaking by OMIG and may not be relied on to create a substantive or procedural right or benefit enforceable, at law or in equity, by any person.

## OMIG AUDIT PROTOCOLS EARLY INTERVENTION PROGRAM

01/07/2020

8.	<b>AUTHORIZATION/IFSP NOT "EXTENDED" SESSION</b>
OMIG Audit Criteria	If the provider billed the extended rate for services with a time duration of less than one hour, the claim will either be disallowed or reduced to a lesser rate.  <b>NOTE:</b> A provider can only bill for what is authorized in the IFSP. If the IFSP only authorizes a basic session, then the provider cannot bill for an extended visit.
Regulatory References	10 NYCRR § 69-4.30(c)(5)(ii)
9.	<b>AUTHORIZATION/IFSP NO WRITTEN ORDER ON FILE</b>
OMIG Audit Criteria	Speech therapy, physical therapy, occupational therapy, and nursing services may not be provided without written orders from a physician, physician assistant, or nurse practitioner. Speech therapy services may be made available if a NYS licensed and currently registered speech language pathologist recommends the recipient for such services. Occupational therapy services may be made available if a NYS licensed and currently registered occupational therapist recommends the recipient for such services. Physical therapy services may be made available if a NYS licensed and currently registered physical therapist recommends the recipient for such services. If no written order or recommendation is found covering the services and an order or recommendation is required, then the claim will be disallowed.  <b>NOTE:</b> Copies of orders or electronic orders are acceptable.
Regulatory References	10 NYCRR § 69-4.11(a)(10)(ii) 18 NYCRR § 505.11(a) 18 NYCRR § 505.11(c)(1)(iv)
10.	<b>AUTHORIZATION/IFSP SHORT SESSION</b>
OMIG Audit Criteria	If the service duration was less than what was authorized in the IFSP without a documented, valid reason, the claim will be disallowed.
Regulatory References	NY Public Health Law § 2541.7 10 NYCRR § 69-4.11(a)(10)(v)(c)
11.	<b>AUTHORIZATION/IFSP CANCELED SESSION</b>
OMIG Audit Criteria	If the child or family was a "no show," the claim will be disallowed.
Regulatory References	NY Public Health Law § 2541.7

This document is intended solely for guidance. No statutory or regulatory requirement(s) are in any way altered by any statement(s) contained herein. This guidance does not constitute rulemaking by OMIG and may not be relied on to create a substantive or procedural right or benefit enforceable, at law or in equity, by any person.

## OMIG AUDIT PROTOCOLS EARLY INTERVENTION PROGRAM

01/07/2020

12.	<p><b>RECORD KEEPING</b> <b>SESSION NOTE MISSING OR INCOMPLETE</b></p>
<b>OMIG Audit Criteria</b>	<p>If records (session notes) are missing required information or are inaccurate, the claim will be disallowed. The required information includes, but is not limited to:</p> <ul style="list-style-type: none"> <li>• The session note;</li> <li>• The name of the recipient (child/parent/caregiver);</li> <li>• The date of service;</li> <li>• The type of service provided;</li> <li>• The duration (length) of the session;</li> <li>• The recipient's progress made by receiving the service during the session in a brief description (2-3 sentences) related to the outcome contained in the IFSP;</li> <li>• The name of the person delivering the service;</li> <li>• The title of the person delivering the service;</li> <li>• The signature of the person delivering the service;</li> <li>• The date the session note was created.</li> </ul> <p>If the session note was pre-signed by the person delivering the service, the claim will be disallowed.</p> <p><b>NOTE: Stamped signatures are not acceptable; electronic signatures are acceptable.</b></p>
<b>Regulatory References</b>	<p>10 NYCRR § 69-4.11(a)(10)(v)(c) 10 NYCRR § 69-4.26(b) &amp; (c) Early Intervention Program Memorandum 2003-1</p>
13.	<p><b>RECORD KEEPING</b> <b>ONE SESSION NOTE – MULTIPLE CLINICIANS AND CO-VISITS</b></p>
<b>OMIG Audit Criteria</b>	<p>When sessions, including co-visits, are authorized to be conducted with and reimbursed to more than one clinician, individual session notes from each clinician are required. If individual session notes were not submitted and only one session note was prepared representing the work of the clinical service furnished by more than one clinician, the claims for the entire session will be disallowed.</p>
<b>Regulatory References</b>	<p>10 NYCRR § 69-4.26(c) 10 NYCRR § 69-4.26(b)(12)</p>

This document is intended solely for guidance. No statutory or regulatory requirement(s) are in any way altered by any statement(s) contained herein. This guidance does not constitute rulemaking by OMIG and may not be relied on to create a substantive or procedural right or benefit enforceable, at law or in equity, by any person.

## OMIG AUDIT PROTOCOLS EARLY INTERVENTION PROGRAM

01/07/2020

<b>14.</b>	<b>PROVIDER QUALIFICATIONS</b> <b>UNQUALIFIED THERAPIST/CLINICIAN/TEACHER</b>
<b>OMIG Audit Criteria</b>	<p>If the rendering provider did not meet the qualifications to provide the service, the claim will be disallowed. The qualified rendering provider must be a DOH-approved Individual Billing Provider/Provider of Record or associated with a DOH-approved Agency Billing Provider/Provider of Record as an employee, a contractor, or an employee of a subcontracting agency.</p> <p><b>NOTE:</b> Provider needs to be directly employed and approved by the DOH and not excluded from Medicaid at the time of service.</p>
<b>Regulatory References</b>	NY Public Health Law § 2550(2)(b) 10 NYCRR § 69-4.1(ak) & (al) Early Intervention Program Memorandum 2001-1, pages 3-4
<b>15.</b>	<b>DISALLOWED SERVICES</b> <b>SERVICE COORDINATION LESS THAN 5 MINUTES</b>
<b>OMIG Audit Criteria</b>	<p>If service coordination was billed for a time duration of less than five minutes, the claim will be disallowed. The initial billed unit of time must be between five to 15 minutes.</p>
<b>Regulatory References</b>	10 NYCRR § 69-4.30(c)(3)
<b>16.</b>	<b>DISALLOWED SERVICES</b> <b>INVALID SERVICE BILLED / ACTIVITY NOT BILLABLE</b>
<b>OMIG Audit Criteria</b>	<p>Activities such as case recording, training and conferences, supervisory conferences, team meetings and administrative work, are not separately billable activities. If these activities are billed, the claim will be disallowed.</p>
<b>Regulatory References</b>	10 NYCRR § 69-4.30(b) Early Intervention Program Memorandum 94-4 (reissued January 2000), page 11
<b>17.</b>	<b>DISALLOWED SERVICES</b> <b>DOUBLE BILLING</b>
<b>OMIG Audit Criteria</b>	<p>If the same services at the same time for the same child were billed twice, the claim will be disallowed.</p> <p><b>NOTE:</b> Same day, same service is allowed, if authorized if authorized in the IFSP.</p>
<b>Regulatory References</b>	NY Public Health Law § 2557(3) & (3-a) 10 NYCRR § 69-4.26(b)(12) 10 NYCRR § 69-4.24(a)(14)

This document is intended solely for guidance. No statutory or regulatory requirement(s) are in any way altered by any statement(s) contained herein. This guidance does not constitute rulemaking by OMIG and may not be relied on to create a substantive or procedural right or benefit enforceable, at law or in equity, by any person.