



# **New York State Office of Children and Family Services**

David A. Paterson  
Governor

## PART I

Gladys Carrión, Esq.  
Commissioner

## REQUEST FOR APPLICATIONS

### Health Care Integration Agencies

April 30, 2009

**New York State  
Office of Children and Family Services**

**REQUEST FOR APPLICATIONS  
Health Care Integration Agencies**

**APPLICATION SUBMISSIONS SHOULD BE ADDRESSED TO:**

Bureau of Waiver Management  
Attention: Mimi Weber  
NYS Office of Children and Family Services  
52 Washington Street North Building, Room 337  
Rensselaer, NY 12144

**See section 2.3 for additional submission information.**

**REQUIRED TRAINING FOR SELECTED HEALTH CARE INTEGRATION AGENCIES (HCIAs) and Waiver Service Provider(s) (WSPs)**

If selected as an HCIA with an anticipated January 1, 2010 start date, the following dates are required training sessions. Registration for training sessions will be facilitated by OCFS and selected HCIAs and WSPs will be contacted prior to the assigned training dates. Please reserve these dates on your calendars.

Training #3 is for selected HCIAs and their subcontracted Waiver Service Providers (WSPs) Administrative staff.

Training #4 is for Health Care Integrator Supervisors and Health Care Integrators. Health Care Integrator Supervisors' attendance is required.

Training #5 is for all Waiver Service Providers (WSPs).

**1. Buffalo Region Dates:**

- a. Training 3: for HCIA and WSP administrators:**
  - i. October 5, 2009 9:00am – 4:00pm  
Buffalo Regional Office
- b. Training 4: for Health Care Integrators (HCIs) and Supervisors:**
  - i. October 6, 7, & 8, 2009 9:00am – 4:00pm each day  
Buffalo Regional Office
- c. Training 5: for Waiver Service Providers:**
  - i. **\*\*\*(Date, Time and Location - TBD\*)**

**2. Long Island Region Dates:**

- a. Training 3: for HCIA and WSP administrators:**
  - i. October 19, 2009 9:00am – 4:00pm  
Long Island Regional Office (Central Islip)
- b. Training 4: for HCIs and Supervisors:**
  - i. October 20, 21, & 22, 2009 9:00am – 4:00pm each day  
Long Island Regional Office (Central Islip)
- c. Training 5: for Waiver Service Providers:**
  - i. **(Date, Time and Location – TBD\*)**

\*= Dates, times and locations of sessions will be updated in the Statewide Training Automated Registration System (STARS) or by contacting the B2H Medicaid Waiver Training Project Coordinator through the Sidney Albert Training and Research Institute (SATRI) at (518) 426-2851.

**TIMETABLE OF KEY EVENTS:**

See PART I, Sections One and Two of this REQUEST FOR APPLICATIONS for further information.

<b><u>Event:</u></b>	<b><u>Date:</u></b>
• Informational Session in Long Island Region (Region V:B)*	05/7/09
• Informational Session in Buffalo Region (Region I)*	05/19/09
• Posted Date of Answers (periodically updated)	06/01/09
• Year III Applications will be Accepted**	07/06/09
• Year III Application Due Date for B2H Regions I, V:B**	09/02/09
• Year III Awards Announced	11/02/09
• Anticipated Initial Contract Start Date	01/01/10

\*The Registration Form for the Informational Sessions included in the Section Seven of the REQUEST FOR APPLICATIONS should be submitted prior to the Informational Sessions. Applicants are strongly encouraged to attend one of the Informational Sessions.

Potential applicants are also encouraged to submit questions by fax 518-408-3311 or e-mail [Mimi.Weber@ocfs.state.ny.us](mailto:Mimi.Weber@ocfs.state.ny.us) prior to the Informational Sessions. Answers to all questions that arise prior to or at the Informational Sessions will be posted to the OCFS B2H website at <http://ocfs.state.ny.us/main/b2h/> on or about 6/01/09. Answers to questions that arise after the information meetings will be posted on a quarterly or as needed basis. Information regarding subsequent application due dates and information meetings will be available on the OCFS B2H website at <http://ocfs.state.ny.us/main/b2h/> as well as the Online Bidder's List at <https://ocfsws.ocfs.state.ny.us/obl/>.

\*\*Applications from OCFS Regions II, III, IV, V:A and VI are being accepted continuously, however applications from OCFS Regions I and V:B may be submitted to OCFS from July 6, 2009 until September 2, 2009 for consideration of an anticipated January 1, 2010 start date. Applications received after September 2, 2009 will be reviewed on a first-come, first-serve basis subject to the terms and conditions established by OCFS.

**INQUIRIES:**

From the issue of this REQUEST FOR APPLICATIONS until contractors are selected, all contacts with OCFS personnel, except as otherwise specified herein, concerning this REQUEST FOR APPLICATIONS must be made through the Bureau Director of the OCFS Bureau of Waiver Management, Mimi Weber, via: email at [Mimi.Weber@OCFS.state.ny.us](mailto:Mimi.Weber@OCFS.state.ny.us) or regular mail at Bureau of Waiver Management

Attention: Mimi Weber  
NYS Office of Children and Family Services  
52 Washington Street North Building, Room 337  
Rensselaer, NY 12144

**On-Line Bidder's List**

The OCFS Bidder's List is maintained electronically and can be found at <https://ocfsws.ocfs.state.ny.us/OBL/>. If you wish to receive announcements of future OCFS procurement opportunities and be able to download solicitation documents you must register on the On-Line Bidder's List. If you choose to register you will be prompted to provide certain demographic information about yourself and the organization or government agency you represent as well as identifying the service categories in which you are interested.

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## **PART II - Application Instructions (Includes Required Forms)**

**The below-noted forms as well as the narrative instructions and list of additional required attachments are included in: “Part II, Application Instructions”**

Application Check List (Includes list of Required Forms and Additional Required Attachments)

Application Cover Page/Agreement

Narrative Instructions

Board of Directors Profile Form

Vendor Responsibility Questionnaire Not-For-Profit Business Entity (OCFS-7050) from Applicant and each WSP

Vendor Responsibility Questionnaire For-Profit Entity (OCFS-7049) from For-Profit WSPs

Vendor Responsibility Determination Checklist (OCFS-7051) for each WSP

Vendor Responsibility Profile for each WSP

Qualification Form (OCFS-8034) from Applicant and each WSP

Bidder's Identification Form (OCFS-4553)

Non-Discrimination / Non-Sectarian Compliance Form

Affirmative Action / M/WBE Forms:

➤ Subcontracting Utilization Form

➤ Subcontractors and Suppliers Letter of Intent to Participate Form

➤ Staffing Plan Form

Schedule A-Waiver Service Provider Commitment Form (OCFS-8035) for each WSP

Provider Agreement signed by applicant

Model Subcontract for each WSP

Application for Enrollment in the NYS Medicaid Program from Applicant and each WSP

## **Section One... BACKGROUND**

### **1.1 Background and Overview**

The mission of the New York State Office of Children and Family Services (OCFS) is to promote the well-being and safety of children, families, and communities. As such, OCFS recognizes the need to provide community-based services in support of the health care of children in foster care. The New York State Department of Health (DOH), on behalf of OCFS, submitted three Medicaid Home and Community-Based Services Waiver (HCBSW) applications to the United States Department of Health and Human Services' Centers for Medicare and Medicaid Services (CMS), which CMS has approved. The Waiver Program, for which OCFS is the Medicaid Waiver operating agency, is called Bridges to Health (B2H). HCBSWs allow Medicaid to pay for services which are supplementary to services available through the Medicaid State Plan and Foster Care. B2H Waiver Program services are specifically tailored to support the health and well-being of children in foster care with serious emotional disturbances, developmental disabilities and/or medical fragility.

The B2H Waiver Program is authorized under §1915(c) of the Social Security Act. HCBSWs permit a State to furnish an array of home and community-based services that assist Medicaid-eligible individuals to live in the community and avoid medical institutionalization. B2H Waiver Program services complement and/or supplement the services that are available to children through the Medicaid State Plan and other federal, state and local public programs. The B2H Waiver Program was designed pursuant to §366.12 of the New York State Social Services Law.

The B2H Waiver Program consists of three separate waivers administered as a single program. The three waiver types include: B2H Serious Emotional Disturbance (SED), B2H Developmentally Disabled (DD), and B2H Medically Fragile (MedF), as children eligible for the program have serious emotional disturbances, developmental disabilities and/or physical health issues, which are severe enough to make them eligible for medical institutional care. The B2H Waiver Program is designed to support the health care needs of this population within the context of their often complicated family/caregiver circumstances in the least restrictive, most home-like setting possible. A child may remain in the B2H Waiver Program after discharge from foster care as long as the child is Medicaid eligible, under age 21 if otherwise eligible, and the Individualized Health Plan requires the services.

The B2H Waiver Program is being rolled out over a three-year period beginning January 1, 2008. By the end of the first three years, it is anticipated that three thousand three hundred and five (3,305) children and youth will be enrolled in the B2H Waiver Program. The enrolled children and youth will be eligible to receive a variety of comprehensive, community-based support services targeted to each child's specific needs that will complement, not duplicate, services provided through other programs.

OCFS will enter into Provider Agreements with not-for-profit Voluntary Authorized Agencies (VAAs) across the State with demonstrated experience in operational and administrative functions to serve as Health Care Integration Agencies (HCIAs). HCIAs will be responsible for the service of Health Care Integration, activities that support pre-enrollment and annual reauthorization, and the provision of thirteen other services, either directly or through subcontracts developed with Waiver Service Providers (WSPs), and quality management.

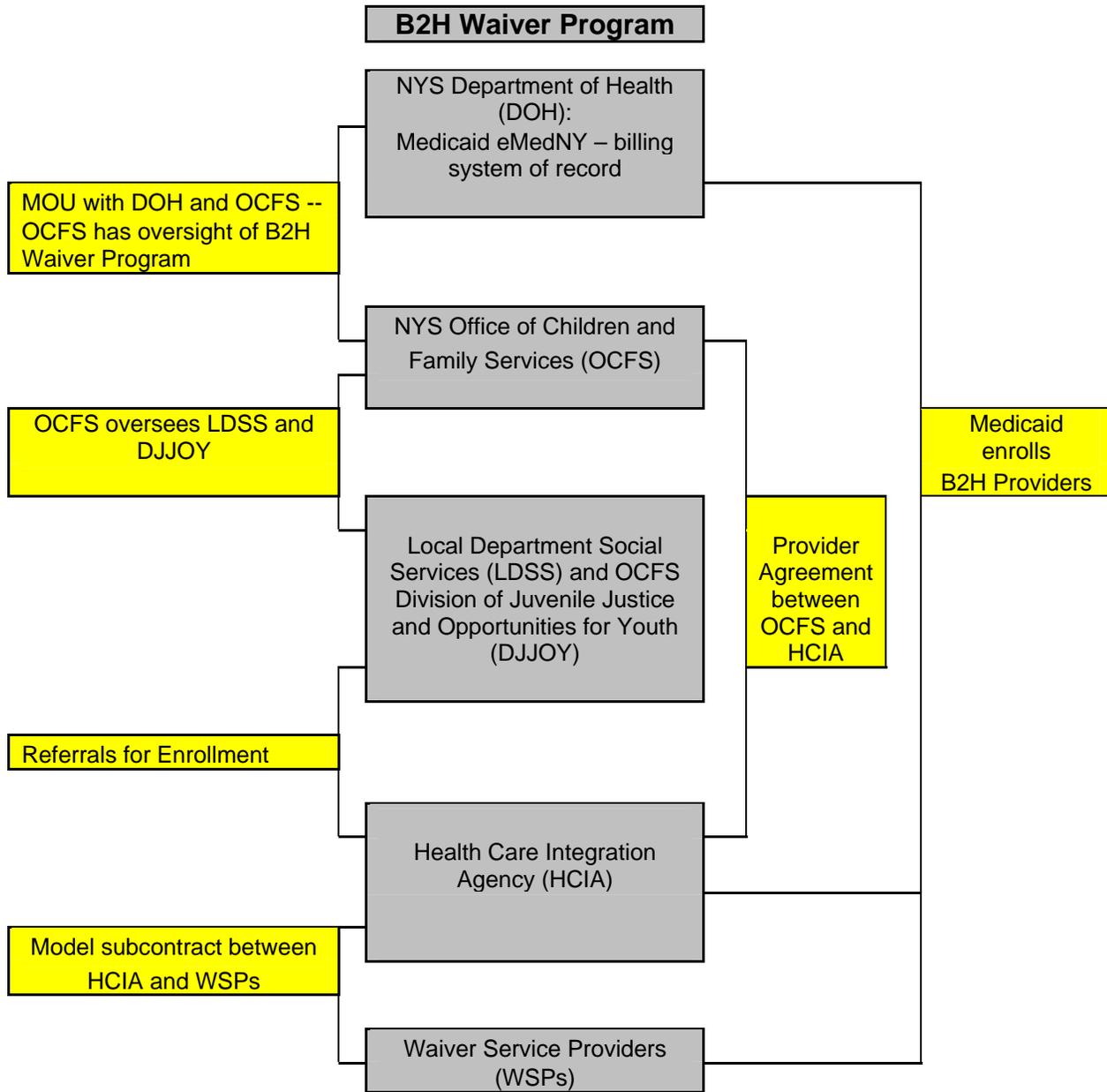
Under OCFS oversight, Local Departments of Social Services (LDSSs) and OCFS Division of Juvenile Justice and Opportunities for Youth (DJJOY), with regard to children in OCFS' custody and care, will make enrollment, reauthorization and disenrollment decisions for children who are eligible for the B2H Waiver Program. LDSSs and DJJOY are responsible for making referrals and for authorizing enrollments, and Individualized Health Plans. LDSS will determine financial eligibility for Medicaid for all children in the B2H Waiver Program.

OCFS will provide ongoing technical assessment and assistance to HCIAs on a regular basis to continually improve the quality of care provided to all enrollees in the B2H Waiver Program. Information gathered through OCFS' monitoring of the HCIAs will be used to create targeted technical assistance and training. OCFS will conduct annual on-site reviews that will examine programmatic, operational and administrative performance of the HCIAs. Additionally, OCFS will monitor feedback from the HCIAs to review appropriate policy and operational guidance.

OCFS will provide annual reports to DOH regarding the performance assessments of HCIAs and the activities of OCFS in conducting these reviews. OCFS's Bureau of Waiver Management (BWM) will monitor the actions of each LDSS and HCIA. This monitoring will provide OCFS with comprehensive reviews of the HCIAs and their performance of the B2H Waiver Programs' administrative and programmatic functions. Information gathered through these reviews will also be used to identify policy areas that need revision or redirection.

While some B2H Waiver Program services will be provided in small group settings, they will not be provided as part of the residential service of a facility. They are provided as supplemental services by B2H WSPs. B2H Waiver Program services will only be provided to children residing in living environments that are 12 beds or less, which includes Group Homes, Agency Operated Boarding Homes, Supervised Independent Living Programs, Foster Boarding Homes, and Therapeutic Foster Boarding Homes. The B2H Waiver Program is intended to serve not only the child but also the foster family, birth family and the adoptive family. However, children may remain in the B2H Waiver Program upon discharge from foster care as long as they continue to otherwise meet waiver eligibility criteria up until their 21<sup>st</sup> birthday.

The following chart shows the relationship among the various entities involved in the B2H Waiver Program.



## 1.2 Purpose and Funding

To promote efficiency and allow for regional flexibility, OCFS will enter into Provider Agreements with HCIAAs across New York State to complete related administrative activities prior to DOH's enrolling the provider in eMedNY for the B2H Waiver Program. eMedNY is the Medicaid billing and payment system operated by DOH. Payment will be authorized only for approved B2H Waiver Program services provided to children enrolled in the B2H Waiver Program. HCIAAs will employ qualified individuals to provide approved B2H Waiver Program services or enter into subcontracts with WSPs to provide those services in accordance with the approved Individualized Health Plan and established rates. Payments for all waiver services and incurred costs, whether provided by the HCIAA or a subcontractor of the HCIAA, will be claimed through the eMedNY system at rates established by OCFS. Reimbursement will be available to approved HCIAAs or WSPs only through the rates established for applicable B2H services provided to eligible children by the HCIAA or WSP. The rates are published on the OCFS B2H website at: <http://www.ocfs.state.ny.us/main/b2h/>.

## 1.3 Term of Agreement

This is an open enrollment process, as described in section 1.4. Provider agreements resulting from this REQUEST FOR APPLICATIONS will commence upon execution by the parties and shall continue for the duration of the federally approved B2H Waiver Program unless terminated by mutual consent of the parties or by OCFS pursuant to any of the termination provisions of the provider agreement.

## 1.4 Eligible Applicants (Health Care Integration Agencies)

In order to be eligible for a Provider Agreement, applicants are limited to not-for-profit Voluntary Authorized Agencies that have a license or certification from Department Of Health (DOH), Office of Mental Health (OMH), or Office of Mental Retardation and Developmental Disabilities (OMRDD); or a contract from one of these state agencies related to services provided under a HCBSW under § 1915(c) of the Social Security Act; sufficient administrative and fiscal viability to conduct and sustain the B2H Waiver Program; sufficient community standing; and the capacity and willingness to comply with Provider Agreement requirements. In addition, applicants must meet the following requirements:

- Applicants have the support of the majority (at least 51%) of the LDSS in their region.
- Eligible applicants must have corporate authority to provide foster care services; and
- Applicants have a license from OCFS to operate foster care services in settings of 12 beds or less and group residents with a licensed capacity of 12 beds or less (i.e. Therapeutic Foster Boarding Home program, Foster Boarding Home Program, Group Home, or Agency Operated Boarding Home.)

Applicants must also be a current Medicaid provider in one of the following areas and:

- is duly authorized under article 31 of the Mental Hygiene Law as a residential treatment facility, community residence, or family-based treatment provider and shall maintain that authorization; OR
- is duly authorized under article 16 of the Mental Hygiene Law as a clinic or intermediate care facility for the mentally retarded, community residence, family care program, or an individualized residential alternative and shall maintain that authorization; OR

- is duly authorized under article 28 of the Public Health Law as a hospital or clinic and shall maintain that organization; OR
- have a contract with DOH , OMH, or OMRDD to provider HCBSW to children with disabilities.

The applicant agrees to notify OCFS immediately if there is a change in the status of a license or contract noted above.

All not-for-profit Voluntary Authorized Agencies that apply to OCFS and meet the criteria for becoming an HCIA and agree to serve the entire OCFS B2H region (indicated in the maps contained within this section), will be recommended to DOH for enrollment in Medicaid as a B2H Provider. HCIAs must demonstrate the ability to provide, either directly or through subcontract, all 14 B2H Waiver Program services within the designated regions.

### **OCFS Review Process**

OCFS will use a multi-tiered review of established criteria, including an evaluation of the applicant agency's existing foster care, Medicaid programs, and submission of letters of support from the majority (at least 51%) of LDSS in the geographical area to be served by the HCIA. Letters of Support must be signed by a Commissioner, Deputy Commissioner or Director of Services in the OCFS B2H region to be served, and indicate unequivocal support of the applicant to administer the B2H program, without any implicit or explicit conditions or limitations thereon. The Letter of Support must attest to the HCIA applicant's good standing in the community it currently serves and the applicant's effective administration of its existing foster care program. There should be no previous compliance issues that have resulted in significant adverse findings, nor should there be any unresolved pending complaints pertaining to the HCIA applicant. Review of the HCIA application is not required. Letters of Support conditioned upon or requesting additional information will be deemed insufficient.

Additionally, applicants must demonstrate experience in providing community-based services to individuals with disabilities. OCFS will verify that the applicant is in good standing with OMH, DOH or OMRDD. OCFS will review the vendor responsibility documentation submitted by the applicant, as well as its proposed subcontractors. OCFS will advise applicants as to the completeness of the application. OCFS may provide an opportunity for discussion of the application and the submittal of an amended application, as necessary, followed by a final decision issued in writing by OCFS. The process will permit open-ended enrollment of approved applicants subject to the terms and conditions established by OCFS. There will not be an administrative appeal, as unsuccessful applicants will be limited to pursuing their rights under Article 78 of the Civil Practice Law and Rules. Unsuccessful applicants will be permitted to re-apply one year from the date of the initial application submittal.

**Applications are accepted across New York State as follows:**

Year 1, beginning January 1, 2008, includes the following three regions:  
(See Year 1 rollout map on following page)

**Region II** Counties: Chemung; Livingston; Monroe; Ontario; Seneca; Steuben; Schuyler; Wayne; and Yates.

**Region IV** Counties: Albany; Clinton; Columbia; Delaware; Essex; Franklin; Fulton; Greene; Hamilton; Montgomery; Otsego; Rensselaer; St. Regis Mohawk Tribe; Saratoga; Schenectady; Schoharie; Warren; Washington.

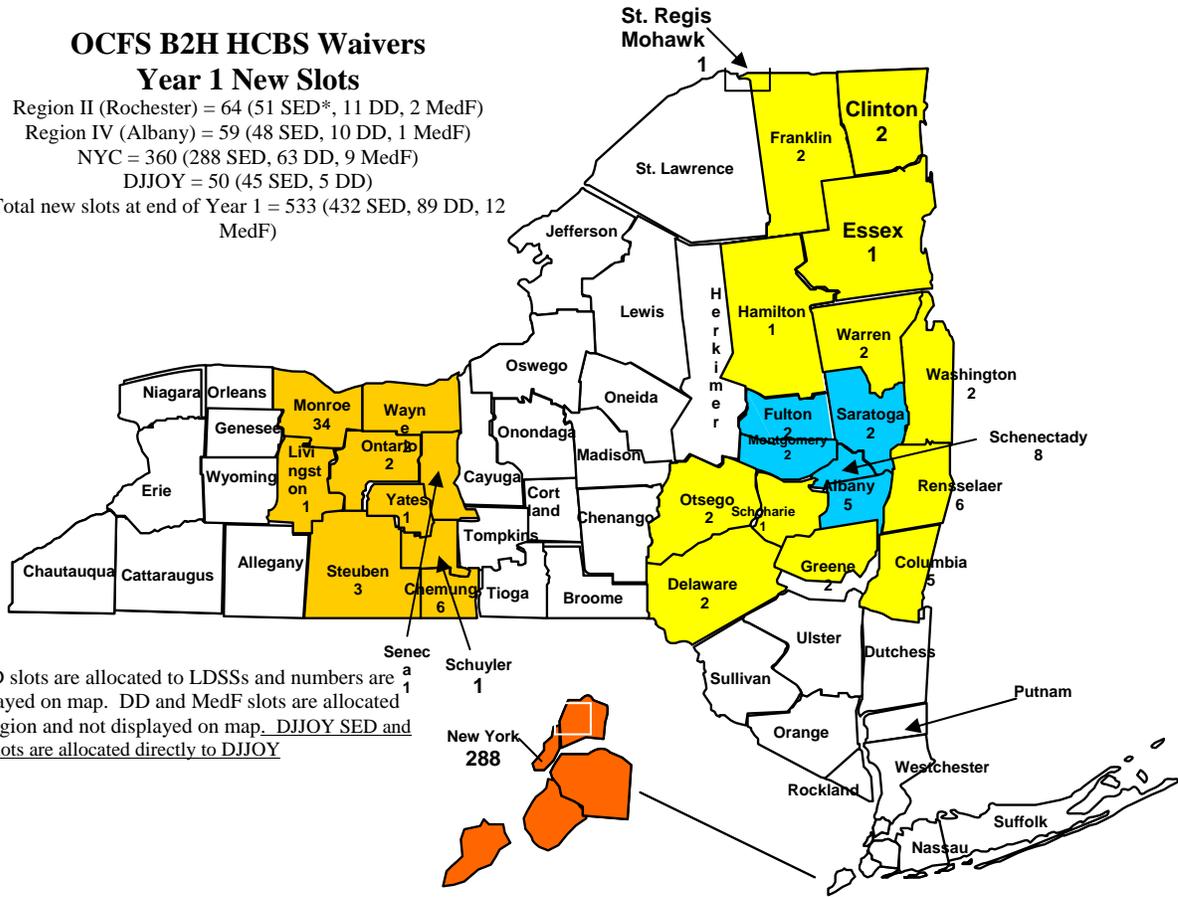
**Region VI** New York City Boroughs: Manhattan; Bronx; Queens; Brooklyn; Staten Island

Applications for Year 1 Regions are accepted continuously and are reviewed on a first-come-first served basis, subject to terms and conditions established by OCFS. All applicants meeting the required OCFS and DOH qualifications will be enrolled in the B2H Waiver Program.

# OCFS B2H HCBS Waivers

## Year 1 New Slots

Region II (Rochester) = 64 (51 SED\*, 11 DD, 2 MedF)  
 Region IV (Albany) = 59 (48 SED, 10 DD, 1 MedF)  
 NYC = 360 (288 SED, 63 DD, 9 MedF)  
 DJJOY = 50 (45 SED, 5 DD)  
 Total new slots at end of Year 1 = 533 (432 SED, 89 DD, 12 MedF)



\*SED slots are allocated to LDSSs and numbers are displayed on map. DD and MedF slots are allocated to Region and not displayed on map. DJJOY SED and DD slots are allocated directly to DJJOY

During the second year of rollout, beginning January 1, 2009, the program will be limited to HCIAs serving Year 1 Regions, plus the following two regions:  
(See Year 2 rollout map on following page)

**Region III** Counties: Broome; Cayuga; Chenango; Cortland; Herkimer; Jefferson; Madison; Oneida; Onondaga; Oswego; Lewis; St. Lawrence; Tioga, Tompkins.

**Region V:A** Counties: Dutchess; Putnam; Rockland; Sullivan; Orange; Ulster; Westchester.

Applications for Year 2 Regions are accepted continuously and are reviewed on a first-come-first served basis, subject to terms and conditions established by OCFS. All applicants meeting the required OCFS and DOH qualifications will be enrolled in the B2H Waiver Program.



In the third year, beginning January 1, 2010, the program will be open to HCIAs serving all counties in New York State. This will include the above-referenced Year 1 and Year 2 regions plus the final following two regions: (See Year 3 rollout map on following page)

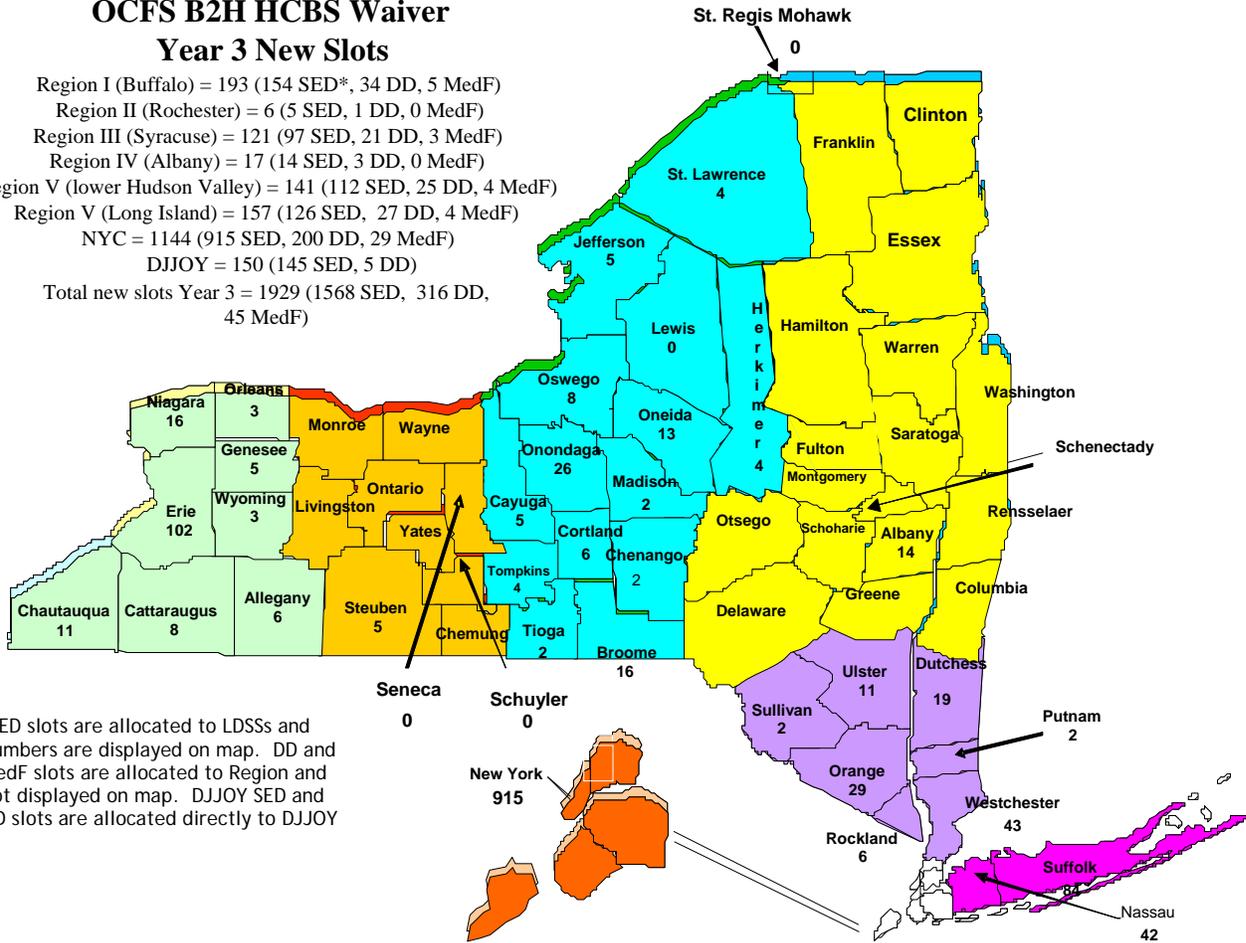
**Region I** Counties: Allegany; Cattaraugus; Chautauqua; Erie; Genesee; Niagara; Orleans; and Wyoming.

**Region V:B** Counties: Nassau; Suffolk.

Applications will be accepted from potential HCIAs providing services in the Year 3 regions beginning July 6, 2009. In order to be considered for enrollment in Medicaid as a B2H Provider with an anticipated start date of January 1, 2010, applications from HCIAs serving Year 3 regions must be received by September 2, 2009. Applications from Year 3 regions received after September 2, 2009 will be reviewed on a first-come-first served basis after completion of the review of applications received July 6, 2009 through September 2, 2009. Applications will continue to be accepted from HCIAs providing services in Year 1 and Year 2 regions, as well as Year 3 regions. All applicants meeting the required OCFS and DOH qualifications will be enrolled in the B2H Waiver Program.

## OCFS B2H HCBS Waiver Year 3 New Slots

Region I (Buffalo) = 193 (154 SED\*, 34 DD, 5 MedF)  
 Region II (Rochester) = 6 (5 SED, 1 DD, 0 MedF)  
 Region III (Syracuse) = 121 (97 SED, 21 DD, 3 MedF)  
 Region IV (Albany) = 17 (14 SED, 3 DD, 0 MedF)  
 Region V (lower Hudson Valley) = 141 (112 SED, 25 DD, 4 MedF)  
 Region V (Long Island) = 157 (126 SED, 27 DD, 4 MedF)  
 NYC = 1144 (915 SED, 200 DD, 29 MedF)  
 DJJOY = 150 (145 SED, 5 DD)  
 Total new slots Year 3 = 1929 (1568 SED, 316 DD, 45 MedF)



\*SED slots are allocated to LDSSs and numbers are displayed on map. DD and MedF slots are allocated to Region and not displayed on map. DJJOY SED and DD slots are allocated directly to DJJOY

**OCFS Bridges to Health (B2H) Home and Community Based Services Waiver  
Serious Emotional Disturbances (SED) Slot Allocation**

	Year 1	Year 2	Year 3	Total
ALLEGANY	0	0	6	6
CATTARAUGUS	0	0	8	8
CHAUTAUQUA	0	0	11	11
ERIE	0	0	102	102
GENESEE	0	0	5	5
NIAGARA	0	0	16	16
ORLEANS	0	0	3	3
WYOMING	0	0	3	3
<b>SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>154</b>	<b>154</b>
CHEMUNG	6	10	0	16
LIVINGSTON	1	2	0	3
MONROE	34	54	0	88
ONTARIO	2	3	0	5
SCHUYLER	1	0	0	1
SENECA	1	0	0	1
STEUBEN	3	5	5	13
WAYNE	2	3	0	5
YATES	1	1	0	2
<b>SUBTOTAL</b>	<b>51</b>	<b>78</b>	<b>5</b>	<b>134</b>
BROOME	0	11	16	27
CAYUGA	0	2	5	7
CHENANGO	0	2	2	4
CORTLAND	0	4	6	10
HERKIMER	0	6	4	10
JEFFERSON	0	7	5	12
LEWIS	0	1	0	1
MADISON	0	3	2	5
ONEIDA	0	20	13	33
ONONDAGA	0	19	26	45
OSWEGO	0	6	8	14
ST. LAWRENCE	0	6	4	10
TIOGA	0	1	2	3
TOMPKINS	0	2	4	6
<b>SUBTOTAL</b>	<b>0</b>	<b>90</b>	<b>97</b>	<b>187</b>

	Year 1	Year 2	Year 3	Total
ALBANY	5	10	14	29
CLINTON	2	4	0	6
COLUMBIA	5	10	0	15
DELAWARE	2	3	0	5
ESSEX	1	2	0	3
FRANKLIN	2	5	0	7
FULTON	2	2	0	4
GREENE	2	4	0	6
HAMILTON	1	0	0	1
MONTGOMERY	2	2	0	4
OTSEGO	2	3	0	5
RENSSELAER	6	12	0	18
SARATOGA	2	5	0	7
SCHENECTADY	8	18	0	26
SCHOHARIE	1	2	0	3
ST. REGIS	1	0	0	1
WARREN	2	5	0	7
WASHINGTON	2	2	0	4
<b>SUBTOTAL</b>	<b>48</b>	<b>89</b>	<b>14</b>	<b>151</b>
DUTCHESS	0	7	19	26
ORANGE	0	12	29	41
PUTNAM	0	1	2	3
ROCKLAND	0	2	6	8
SULLIVAN	0	2	2	4
ULSTER	0	6	11	17
WESTCHESTER	0	18	43	61
<b>SUBTOTAL</b>	<b>0</b>	<b>48</b>	<b>112</b>	<b>160</b>
SUFFOLK	0	0	84	84
NASSAU	0	0	42	42
<b>SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>126</b>	<b>126</b>
<b>New York City</b>	<b>288</b>	<b>288</b>	<b>915</b>	<b>1491</b>
<b>Total</b>	<b>387</b>	<b>593</b>	<b>1423</b>	<b>2403</b>
DJJOY	45	95	145	285
<b>Grand Total</b>	<b>432</b>	<b>688</b>	<b>1568</b>	<b>2688</b>

**OCFS Bridges to Health (B2H) Home and Community Based Services Waiver  
Developmental Disabilities (DD) Slot Allocation**

	Year 1	Year 2	Year 3	Total
<b>Region 1 SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>34</b>	<b>34</b>
<b>Region 2 SUBTOTAL</b>	<b>11</b>	<b>17</b>	<b>1</b>	<b>29</b>
<b>Region 3 SUBTOTAL</b>	<b>0</b>	<b>20</b>	<b>21</b>	<b>41</b>
<b>Region 4 SUBTOTAL</b>	<b>10</b>	<b>20</b>	<b>3</b>	<b>33</b>
<b>Region 5 SUBTOTAL</b>	<b>0</b>	<b>11</b>	<b>25</b>	<b>36</b>
<b>Region 5 Long Island SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>27</b>	<b>27</b>
<b>New York City</b>	<b>63</b>	<b>63</b>	<b>200</b>	<b>326</b>
<b>Total</b>	<b>84</b>	<b>131</b>	<b>311</b>	<b>526</b>
<b>DJJOY</b>	<b>5</b>	<b>5</b>	<b>5</b>	<b>15</b>
<b>Grand Total</b>	<b>89</b>	<b>136</b>	<b>316</b>	<b>541</b>

**OCFS Bridges to Health (B2H) Home and Community Based Services Waiver  
Medically Fragile (MedF) Slot Allocation**

	Year 1	Year 2	Year 3	Total
<b>Region 1 SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>5</b>
<b>Region 2 SUBTOTAL</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>4</b>
<b>Region 3 SUBTOTAL</b>	<b>0</b>	<b>3</b>	<b>3</b>	<b>6</b>
<b>Region 4 SUBTOTAL</b>	<b>1</b>	<b>3</b>	<b>0</b>	<b>4</b>
<b>Region 5 SUBTOTAL</b>	<b>0</b>	<b>2</b>	<b>4</b>	<b>6</b>
<b>Region 5 Long Island SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>4</b>
<b>New York City</b>	<b>9</b>	<b>9</b>	<b>29</b>	<b>47</b>
<b>Total</b>	<b>12</b>	<b>19</b>	<b>45</b>	<b>76</b>

**OCFS Bridges to Health (B2H) Home and Community Based Services Waivers  
Cumulative Totals**

	Year 1	Year 2	Year 3	Total
<b>Region 1 SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>193</b>	<b>193</b>
<b>Region 2 SUBTOTAL</b>	<b>64</b>	<b>97</b>	<b>6</b>	<b>167</b>
<b>Region 3 SUBTOTAL</b>	<b>0</b>	<b>113</b>	<b>121</b>	<b>234</b>
<b>Region 4 SUBTOTAL</b>	<b>59</b>	<b>112</b>	<b>17</b>	<b>188</b>
<b>Region 5 Hudson Valley SUBTOTAL</b>	<b>0</b>	<b>61</b>	<b>141</b>	<b>202</b>
<b>Region 5 Long Island SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>157</b>	<b>157</b>
<b>New York City</b>	<b>360</b>	<b>360</b>	<b>1144</b>	<b>1864</b>
<b>Total</b>	<b>483</b>	<b>743</b>	<b>1779</b>	<b>3005</b>
<b>DJJOY</b>	<b>50</b>	<b>100</b>	<b>150</b>	<b>300</b>
<b>Grand Total</b>	<b>533</b>	<b>843</b>	<b>1929</b>	<b>3305</b>

## **1.5 Provider Agreement**

The terms and conditions for all HCIAs are specified in the detailed Provider Agreement that must be signed by the Applicant and submitted with the proposal. Upon award, OCFS will send successful applicants the executed Provider Agreement with OCFS signature. No work can begin or payments be made until an applicant receives a signed Provider Agreement from OCFS. (See Separate Document “Provider Agreement”)

## **1.6 Model Subcontract Between HCIA and WSPs**

HCIAAs that enter into agreements with other B2H WSPs will be required to use the Model Subcontract between HCIA and WSP. Applicant must submit the signed Model Subcontract with all potential WSPs with the proposal. (See Separate Document “Model Subcontract”)

## **1.7 B2H Program Manual**

The B2H Program Manual provides a description of the roles and responsibilities of the HCIA, HCI, WSP, LDSS, and DJJOY. The manual also focuses on Eligibility Requirements, Enrollment, the Individualized Health Plan (IHP) and Services. The B2H Program Manual highlights Participant Safeguards, Quality Management, System Links, Billing and Training Requirements. HCIAs selected under this REQUEST FOR APPLICATIONS must agree as part of the Provider Agreement with OCFS to comply with all program requirements established in the B2H Program Manual, including future updates to the B2H Program Manual, and other directives issued by OCFS. (See Separate Document “B2H Program Manual”)

## Section Two.... GENERAL REQUIREMENTS

### 2.1 Desired Outcomes and Program Requirements

The B2H Waiver Program is based on the HCBS Quality Framework. The Framework focuses on seven broad, participant-centered desired outcomes for the delivery of B2H Waiver Program services, including assuring participant health and welfare: for more information about the desired outcomes please refer to the B2H Program Manual. (See Separate Document “B2H Program Manual” and the three B2H Waiver Applications)

- **Participant Access:** *Individuals have access to home and community-based services and supports in their communities.*
- **Participant-Centered Service Planning and Delivery:** *Services and supports are planned and effectively implemented in accordance with each participant’s unique needs, expressed preferences and decisions concerning his/her life in the community.*
- **Provider Capacity and Capabilities:** *There are sufficient HCBS providers, and they possess and demonstrate the capability to effectively serve participants.*
- **Participant Safeguards:** *Participants are safe and secure in their homes and communities, taking into account their informed and expressed choices.*
- **Participant Rights and Responsibilities:** *Participants receive support to exercise their rights and in accepting personal responsibilities.*
- **Participant Outcomes and Satisfaction:** *Participants are satisfied with their services and achieve desired outcomes.*
- **System Performance:** *The system supports participants efficiently and effectively and constantly strives to improve quality.*

The Framework stresses the importance of respecting the preferences and autonomy of children enrolled in the B2H Waiver Program and also embodies the essential elements for assuring and improving the quality of B2H Waiver Program services: design, discovery, remediation and improvement. This Framework forms the basis for the desired outcomes and program requirements, as detailed in the B2H Program Manual. (See Separate Document “B2H Program Manual” and the three B2H Waiver Applications)

### 2.2 Required B2H Medicaid Waiver Services

An applicant must demonstrate its ability and authority to make available all B2H Waiver Program services listed below. It is a requirement for eligibility that each HCIA provide the service of Health Care Integration through Health Care Integrators (HCIs). In addition, each HCIA must either directly provide all services or subcontract with sufficient numbers of WSPs so that all of the B2H Waiver Program services are in place prior to OCFS authorization of a HCIA. HCIAS are expected to monitor the sufficiency of providers and recruit as necessary. For more information regarding the Qualifications, Services and Provider Specifications, as well as minimum standards for billing, refer to the B2H Program Manual. (See Separate Document “B2H Program Manual” and the three B2H Waiver Applications)

## **1. Service Title: Health Care Integration**

HCI's are employed by HCIA's. They oversee and manage the initial comprehensive assessment and reassessment processes, the results of which are used to identify the health care service needs of the children in the B2H Waiver Program and develop the IHP, which is the service plan for the child. HCI's will manage and gain access for children enrolled in the B2H Waiver Program to necessary medical, social, rehabilitation, vocational, educational and other services.

## **2. Service Title: Skill Building**

Skill building services support, guide, mentor, coach and/or train the child and/or family/caregiver in successful functioning in the home and community within the special context of both the child's disability, involvement in the foster care system and post-discharge circumstances.

## **3. Service Title: Day Habilitation**

Day habilitation services, an established program model, assist individuals with developmental disabilities with the self-help, socialization and adaptive skills necessary to successful functioning in the home and community when other types of skill building services are not appropriate.

## **4. Service Title: Prevocational Services**

Prevocational services are not job-specific, but rather geared toward facilitating success in any work environment for youth age 14 or older whose disabilities do not permit them access to other pre-vocational services.

## **5. Service Title: Supported Employment**

Supported employment services provide assistance to youth age 14 or older with severe disabilities as they perform in a work setting.

## **6. Service Title: Special Needs Community Advocacy and Support**

Special needs community advocacy and support is intended to assist the child, family/caregiver and community/school staff in understanding and addressing the needs of children related to their disability(ies) in order to minimize interruption in a child's education.

## **7. Service Title: Planned Respite Services**

Planned respite services provide planned short-term relief for family/caregivers (non-shift staff) that are needed to enhance the family/caregiver's ability to support the child's disability and/or health care issues.

## **8. Service Title:** Family/Caregiver Supports and Services

Family/caregiver supports and services enhance the ability of the child to function as part of a family/caregiver unit and enhance the family/caregiver's ability to care for the enrolled child in the home and community.

## **9. Service Title:** Crisis Avoidance, Management and Training

Crisis avoidance, management and training services provide psycho-education and training to address specific issues that disrupt or jeopardize the child's successful functioning in the community. Special emphasis will be given to "anticipatory guidance", the capacity to proactively identify and plan for those sentinel events in the child's life that may trigger anxiety, frustration, and crisis, with the potential for leading to deterioration in the child's condition and/or the need for institutional care.

## **10. Service Title:** Immediate Crisis Response Services

Immediate crisis response services are twenty-four hour services designed to respond immediately to crises that threaten the stability of the child's placement and the child's ability to function in the community. This service is intended to be of a very short duration and primarily to engage/link to other services and resources, e.g., intensive in-home supports and services.

## **11. Service Title:** Intensive In-Home Supports and Services

Intensive in-home services are delivered as specified in the crisis stabilization plan (the Detailed Service Plan) called for in the "Immediate Crisis Response Services." These services are designed to provide interventions to secure the child's and family/caregiver's health and safety following a crisis.

## **12. Service Title:** Crisis Respite

Crisis respite provides emergency short-term relief for family/caregivers (non-shift staff) needed to resolve a crisis and segue back to the child's successful functioning and engagement in individualized health plan activities. Crisis respite provides the family/caregivers with the ability to contend with the child's disability or health care issues.

## **13. Service Title:** Adaptive and Assistive Equipment

Provides technological aids and devices that can be added to the home, vehicle, or other waiver-eligible residence of the enrolled child to enable him/her to accomplish daily living tasks, which are necessary to support the health, welfare, and safety of the child. This service cannot duplicate equipment otherwise available through the Medicaid State Plan or Title IVE funding. The equipment enables the child to function with greater independence related to the child's disability and/or health care issues and prevents medical institutionalization.

## **14. Service Title:** Accessibility Modifications

This service provides internal and external physical adaptations to the home or other waiver-eligible residences of the enrolled child that are necessary to support the health, welfare, and safety of the child. These modifications are additive to services available through the Medicaid State Plan or Title IVE funds, and enable the child to function with greater independence related to the child's disability and/or health care issues.

### 2.3 HCIA Selection Criteria Requirements:

All requirements listed in this section will be pass/fail selection criteria. A final determination by OCFS of failure to meet any one of these criteria will result in disqualification of the application. However, within OCFS' discretion, initial failure to submit all requested information may not be considered failure to meet the selection criteria and applicants may be given an opportunity by OCFS to submit application modifications or supplemental information.

- A) Applicant must be a Medicaid provider in good standing with DOH, OMH and/or OMRDD. Applicant must submit verification of current enrollment in Medicaid or contract with DOH, OMH, and/or OMRDD (see page 9-10 of this RFA.)
- B) Applicant must submit a copy of the certificate of incorporation, and any subsequent amendments, and such certificates must indicate that the applicant has the corporate authority to provide foster care services. (see application checklist #5)
- C) Applicant must specify the type of foster care services it provides in settings of 12 beds or less and group homes with a licensed capacity of less than 12 beds or less (i.e. Therapeutic Foster Boarding Home program, Foster Boarding Home Program, Group Home, or Agency Operated Boarding Home). (see application checklist #5)
- D) Applicant must adequately demonstrate how the full range of B2H Waiver Program services will be in place within the entire B2H region that the HCIA is applying to serve. Applicant will demonstrate this by submitting *HCIA Waiver Qualification Form for Service Providers* (OCFS-8034) and *Schedule A-Waiver Service Provider Commitment Form* (OCFS-8035), as they must submit a separate form for each B2H Waiver Program service and for each WSP. Services may be provided directly by the HCIA and/or through a network of WSPs within the B2H region by the program start date. An applicant must agree to enter into agreements with qualified organizations willing to be WSPs and abide by the terms and conditions of the OCFS Model Subcontract. (see application checklist #4)
- E) Applicant must state in the narrative that it intends to comply with the OCFS Policy/Programmatic procedures listed in the B2H Program Manual. (see narrative instructions and application checklist #3)
- F) Applicant must state in the narrative that it agrees to implement a Quality Management program consistent with the standards established in the B2H Program Manual. (see application checklist #3)
- G) Applicant must submit a Letter of Support from the majority, at least 51%, of LDSS in the OCFS B2H region to be served, signed by a Commissioner, Deputy Commissioner, or Director of Services, and indicating unequivocal support of the applicant to administer the B2H program, without any implicit or explicit conditions or limitations thereon. The Letter of Support must attest to the HCIA applicant's good standing in the community it currently serves and the applicant's effective administration of its existing foster care program. There should be no previous compliance issues that have resulted in significant adverse findings, nor should there be any unresolved pending complaints pertaining to the HCIA applicant. Review of the HCIA's application is not required. Letters of Support conditioned upon or requesting additional information will be deemed insufficient. (see narrative instructions and application checklist #5)
- H) Applicant must state in the narrative that it has sufficient financial resources to provide funding from service delivery until payment is received. (see narrative instructions and application checklist #3)

- I) Applicant must submit a resolution or certified meeting minutes to demonstrate that it has the approval of the Board of Directors to participate in the B2H Waiver Program. (see application checklist #5.)
- J) Applicant must submit the documentation requested below, as well as state in the narrative that the applicant will comply with all the requirements below: (see application checklist #3, 4, & 5)
- There shall be a Board of Directors of at least three members with the policy-making authority for the program and legal responsibility for its operation and management. Each member of the governing body shall be identified by name, address and current employer in the facility records. No one shall serve as both a member of the Board of Directors and of the paid staff of the applicant agency. There shall be an anti-nepotism policy so as to preclude the hiring of any new B2H employee who is related to a member of the Board of Directors or managing officer.
  - Where required, applicant must be registered with the Department of Law/Charities Bureau of the New York State Office of Attorney General and must file a report annually. The applicant must keep its Charities Bureau filings current and require all sub-contracted waiver service providers to also keep their filings up to date. The Bureau of Waiver Management will verify with the Charities Bureau that applicant's filing is up to date. The applicant is responsible for verifying with the Charities Bureau that all sub-contracted waiver service providers' filings are up to date.
  - Applicants are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep Systems Instructions available at [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at [helpdesk@osc.state.ny.us](mailto:helpdesk@osc.state.ny.us). Applicants opting to file a paper questionnaire can obtain the appropriate questionnaire from their OCFS Program Manager. A copy of the Questionnaire can also be found in PART II, Required Forms, of the RFA.
  - An independent audit report is required if the agency's total support and revenue exceed \$250,000. The most current independent audit report available must be prepared and submitted to OCFS by a Certified Public Accountant, and must include financial statements prepared in accordance with Generally Accepted Accounting Principles, and contain the following documents: A Statement of Financial Position; A Statement of Activities; A Statement of Functional Expenses; and A Statement of Cash Flow.
  - If the applicant is subject to the requirements of the Single Audit Act, it must submit a copy of its most recent Single Audit report. The Single Audit Act (as amended) and its implementing policy, Office of Management and Budget (OMB) Circular A-133, require that entities expending more than \$500,000 per year in Federal awards will have a Single Audit performed. The Single Audit Report will include the four Statements noted above, as well as a Schedule of Expenditures of Federal Awards, and reports on internal control and compliance.
  - Applicant must follow all of the OCFS procedures applicable to the B2H Waiver Program for determining Vendor Responsibility, including the review and verification of compliance with the *Vendor Responsibility Questionnaire Not-For-Profit Business Entity* (OCFS-7050) completed by the potential WSP agency and subsequent completion of

the *Vendor Responsibility Determination Checklist* (OCFS-7051) and *Vendor Responsibility Profile* (OCFS-7052), including required signature.

When completing the Vendor Responsibility Determination Checklist (OCFS-7051) for items five and eight, please note the following instructions:

- Item 5 (IRS form 990) - If an audit report is not submitted by a potential WSP agency to the HCIA because the audit requirement is not applicable, the HCIA will request the potential WSP agency to submit its most recent IRS form 990, as well as interim financial statements for the previous six month period. Not-for-profit organizations are required to submit an IRS form 990 (Return of Organization Exempt from Income Tax). For-profits do not submit a form 990. The latest form 990 filed can be accessed from the link in item 5 (Guidestar) of the Vendor Responsibility Determination Checklist (OCFS-7051). When reviewing form 990 it is important to review total revenue versus total expenses (excess or deficits), as well as total assets vs. total liabilities (net assets or fund balances). Excess, deficits, net assets or fund balances, restricted and unrestricted assets/fund balances are important factors to consider when determining vendor responsibility. Regardless of the percentage of the deficit, a determination should be made as to whether or not the organization can cover the deficit, which can be ascertained by looking at the "Analysis of Changes in Net Assets or Fund Balances (Part III)".
- Item 8 (audited financial statements) is an important tool in determining the financial capacity component of vendor responsibility for all organizations. If a vendor is publicly traded, a review of the most recent annual report is required. If not publicly traded, a review of the most recently issued, and independently audited, annual financial report will address financial stability. Again, it is important to review and consider total revenue versus total expenses, as well as total assets vs. total liabilities when determining vendor responsibility. A calculation of both current and debt ratios may assist in determining financial capacity. The current ratio provides information about a vendor's ability to meet its short-term financial obligations. (The higher the ratio the more liquid the organization). Current ratio is equal to current assets divided by current liabilities. If the current assets of an organization are more than twice the current liabilities, then that organization is generally considered to have good short-term financial strength. If current liabilities exceed current assets, then the organization may have problems meeting its short-term obligations. The debt ratio (total debt divided by total assets) provides an indication of the long-term solvency of the vendor. Unlike the current ratio that is only concerned with short-term assets and liabilities, the debt ratio measures the extent to which the vendor is using long term debt (lower number is better, but a number below 1 is best).
- Prior to executing an agreement with a WSP subcontractor under the B2H Waiver Program, the applicant shall determine if the subcontractor complied with State and Federal laws for the most recent reporting period, as applicable, requiring the production and submission of audit reports. The applicant will also evaluate the subcontractor's fiscal viability and determine the circumstances relating to any significant audit findings reported or any independent accountant's opinion that is not an unqualified opinion. The applicant determines and notes any issues of noncompliance or fiscal viability, or other material issues.
- If an audit report is not submitted by the WSP subcontractor to the HCIA because the audit requirement is not applicable, the HCIA will request the subcontractor to submit its

most recent IRS Form 990, as well as interim financial statements for the previous six month period. The HCIA shall review those documents and immediately notify OCFS if those documents raise question as to the subcontractor's fiscal viability or identify other problematic issues of a material nature.

K) Applicant must submit an organizational chart that differentiates its administrative functions from its service delivery operations. (Organizational Chart must include Department Heads with names). The HCI services need to be separate and distinct from the applicable B2H waiver services, which need to be separate and distinct from the applicant's B2H quality management services. (see application checklist #3 & #5)

- Applicant must state in the narrative that it agrees that the Health Care Integration function will have reporting lines to a cabinet or executive level manager who does not have responsibility for other B2H Waiver Program services.
- Applicant must state in the narrative that it agrees that the Health Care Integration function cannot be provided by staff that also deliver or manage other B2H waiver services.
- Applicant must state in the narrative that it agrees to perform HCIA quality management functions that will be discharged by staff that have no role in B2H service delivery and no role in assisting in the development of an Application for Enrollment Package for the B2H Waiver Program. Further, HCIA quality management staff will report to a senior manager who has no service delivery responsibility and who does not report to an executive who oversees service delivery.
- Applicant must state in the narrative that the HCI will be responsible for providing unbiased and comprehensive information to the waiver participant and consentor about available services and service providers. Children applying for the B2H Waiver Program will be informed that, if their enrollments are approved, they will have multiple opportunities and support to help them select a HCIA and HCI. They will be informed of all HCIAS that are authorized in their communities and that they are under no obligation to remain with the HCIA that assisted in developing their B2H Waiver Program enrollment package.
- Applicant must state in the narrative that it agrees to establish any other safeguards necessary to structurally separate its service delivery responsibilities from its administrative responsibilities as directed by OCFS.

L) Applicant must state in the narrative that it agrees to and/or requires subcontractors to agree to the following applicable requirements for review of the background of employees based on the nature of the employment, as set forth in the B2H Program Manual, updates to the B2H Program Manual, other directives of OCFS, the Provider Agreement and the Model Subcontract (see narrative instructions and application checklist #3)

- Criminal History Record Checks against the NYS Division of Criminal Justice Services (DCJS) database
- Checks against the NYS DCJS Sex Offender Registry
- Attestations by providers to their complete Criminal History
- Database checks against the NYS Statewide Central Register (SCR) for Child Abuse and Maltreatment

NYS OCFS requires that the following background checks be conducted on the different members of the B2H Waiver Program provider community as follows:

- HCIA employees providing direct services to children in the B2H Waiver Program must provide an attestation of their criminal history to the HCIA and must be checked by their agency against the NYS Sex Offender Registry. Pursuant to NYS Social Services Law

Section 424-a(1)(b), those employees must also provide information to their agency for a database check against the NYS SCR.

- Employees of WSP agencies providing direct services to children in the B2H Waiver Program must provide an attestation of their criminal history to their employer and must be checked by their agency against the Sex Offender Registry. Pursuant to NYS Social Services Law Section 424-a(1)(b), those employees must also provide information to their agency for a database check against the NYS SCR.
- Respite and Emergency Respite providers who accept children in the B2H Waiver Program into their foster homes are required by NYS Social Service Law Section 378-a, to provide fingerprints to be sent by their agency to the OCFS Criminal Record History Unit for criminal history record checks. Also per NYS Regulation (18 NYCRR Part 435), they must provide information to their agency to be sent to the NYS SCR for a database check.
- Respite and Emergency Respite providers who provide care in the foster home of a child in the B2H Waiver Program must provide an attestation to their criminal history to their employing agency and must be checked by their agency against the Sex Offender Registry. Pursuant to NYS Social Services Law Section 424-a(1)(b), those employees must also provide information to their agency for a database check against the NYS SCR.

- M) Applicant must state in the narrative it agrees to work with all other HCIAs when children move outside region, as well as agree to serve enrolled children when they move into service region from other regions as stated in the B2H Program Manual, future updates of the B2H Program Manual, and other directives of OCFS. (see narrative instructions and application checklist #3)
- N) Applicant must state in the narrative that it agrees to integrate the B2H Waiver Program with foster care services while children are in foster care, including when a child is placed with another foster care agency. (see narrative instructions and application checklist #3)
- O) Applicant must demonstrate a commitment to cultural competency through a description of adequate staff training. (see application checklist #3)
- P) Applicant must state in the narrative that it agrees to provide necessary appropriate training of WSPs, as specified in the B2H Program Manual. (see narrative instructions and application checklist #3)
- Q) Applicant must state in the narrative that it agrees to accept referrals from any LDSS in its region or DJJOY, to conduct appropriate screening activities for eligibility and enrollment in the B2H Waiver Program. (see narrative instructions and application checklist #3)

## 2.4 Application Submittal Process

1. Each application must contain one set with original signatures of all required materials and six copies. The **Application Checklist** (See “PART II, Application Instructions”) will provide an aid in assuring that all requirements are included.
2. Applications must be “tabbed” or divided into sections corresponding to the Application Checklist.
3. Application packages must be sent to:

Bureau of Waiver Management  
Attention: Mimi Weber  
NYS Office of Children and Family Services  
52 Washington Street, North Building, Room 337  
Rensselaer, NY 12144

4. Applications for HCIA Provider Agreements will be accepted on a regional basis as outlined below.

Applicants proposing to serve OCFS Regions II, III, IV, V:A and VI may submit applications at any time and will be reviewed on a first-come, first-serve basis subject to the terms and conditions established by OCFS.

Applicants proposing to serve OCFS Regions I and V:B may submit applications starting on July 6, 2009. However, only applications received between July 6, 2009 and September 2, 2009 will be considered for a provider agreement with an anticipated start date of January 1, 2010. Applications received after September 2, 2009 will be reviewed on a first-come, first-serve basis subject to the terms and conditions established by OCFS.

5. Faxed or e-mail submissions will not be accepted.

## 2.5 Informational Meeting(s)/Bidders Conference and/or Technical Assistance Sessions

In 2009, Informational Meetings will be held:

- In Lower Hudson Valley B2H Region (Region V:B), from 10:00am-1pm, at the Office of Children and Family Services Long Island Regional Office, 320 Carleton Avenue, Central Islip, NY on **May 7, 2009**
- In Buffalo B2H Region (Region I), from 10am-1pm, at the Office of Children and Family Services Buffalo Regional Office, 295 Main Street, Buffalo, NY on **May 19, 2009**

The Registration form is located in Section Seven of this RFA.

Potential applicants are encouraged to submit written questions by fax 518-408-3311 to the attention of Mimi Weber or e-mail at [Mimi.Weber@ocfs.state.ny.us](mailto:Mimi.Weber@ocfs.state.ny.us) prior to the information meetings. Answers to frequently asked questions are posted to the OCFS B2H website at <http://www.ocfs.state.ny.us/main/b2h/>. Additional questions that arise will be posted on or about June 1, 2009. Answers to questions that arise after the information meetings will be posted on a quarterly or as needed basis.

## 2.6 Charities Registration - Not-for-Profit Corporations Only

Not-for-Profit corporations that submit applications must comply with Article 7-A of the State Executive Law and the Estate, Powers and Trust Law, Solicitation and Collection of Funds for Charitable Purposes. The Charities Registration Number or Exemption reason is recorded on the Application Cover Page. (See "PART II, Application Instructions").

## 2.7 Vendor Responsibility Requirements

New York State Finance Law requires that State agencies award contracts to responsible contractors including but not limited to not-for-profit and for-profit vendors. Vendor Responsibility will be determined based on the information provided by the applicant on the [Vendor Responsibility Questionnaire Form \(OCFS-7050\)](#), and a review of the most recently issued independently audited annual financial reports, that must be included with each application. OCFS will review the Questionnaire, the audited financial statements and the information provided before making an award. OCFS reserves the right to reject any application if, in the sole discretion of OCFS, it determines the applicant is not a responsible vendor, or is not, or may not be, during the life of the agreement, a stable financial entity. All applications are subject to vendor responsibility determination before the award is made and such determination can be revisited at any point up to the final approval of the provider agreement. (See "PART II, Required Forms").

**All HCIA's and WSPs are required to complete a Vendor Responsibility Questionnaire.**

Vendor Responsibility Questionnaires may be completed online or on paper:

### a. On-Line Submission of the Vendor Responsibility Questionnaire

1. HCIA's are invited to file the required Vendor Responsibility Questionnaire online through the Office of the State Comptroller (OSC) New York State VendRep System.

2. WSPs who choose to enroll in and use the OSC New York State VendRep System must print out and submit a hard copy of the questionnaire to the HCIA. HCIA's do not have the ability to review online questionnaire submissions on VendRep.

To enroll in and use the OSC New York State VendRep System all HCIA's may view the VendRep System Instructions available at [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at [helpdesk@osc.state.ny.us](mailto:helpdesk@osc.state.ny.us). The Not-For-Profit Questionnaire can be found in Part II, Required Forms, of this RFA.

The Online VendRep System offers the following benefits:

- The Questionnaire is valid for all State Agencies and only needs to be completed once every six (6) months, unless there is a change in the questionnaire responses.
- Ease of completion, filing, access to and submission of the vendor responsibility questionnaire. Efficiencies are multiplied for vendors who bid and contract with the State frequently or with multiple State agencies.
- The Questionnaire updates are easily filed by changing only those responses that require a change from the previously saved questionnaire.
- The questionnaire stores responses and information such as address, contact persons, key employees, and Federal ID. This eliminates the need to re-enter data for each subsequent questionnaire submission.
- Reduction of costs associated with paper documents including copying, delivery and filing.
- The Questionnaire information is secure and accessible online only to authorized vendor users. State agencies can only view certified and finalized questionnaires.
- The online VendRep Questionnaire will prompt the user if a question has not been answered or if a required attachment has not been submitted. This reduces the chance for errors in the completion of the Questionnaire.
- The completed Questionnaire can be printed out for records or submission of paper copy.

b. Submission of hard copy Vendor Responsibility Questionnaire (OCFS-7050) or (OCFS-7049):

1. HCIA's who choose not to enroll in the online VendRep System are required to submit a hard copy of the *Vendor Responsibility Questionnaire Not-For Profit Business Entity Form OCFS-7050*.
2. WSPs who choose not to enroll in the online VendRep System are required to submit a hard copy of the *Vendor Responsibility Questionnaire Not-For Profit Business Entity Form OCFS-7050* or the *Vendor Responsibility Questionnaire For - Profit Business Entity Form OCFS-7049*.)

## **2.8 OCFS' Rights**

### **OCFS reserves the right to:**

1. Reject any or all applications received in response to this REQUEST FOR APPLICATIONS.
2. Direct all parties who submitted applications to submit application modifications addressing REQUEST FOR APPLICATIONS amendments or to clarify an initial application.
3. Waive procedural technicalities, or modify minor irregularities, in applications received, after notification to the applicant involved.
4. Eliminate any REQUEST FOR APPLICATIONS requirements unmet by all applicants, upon notice to all parties submitting applications.
5. Change any of the schedule dates stated in this REQUEST FOR APPLICATIONS upon notice of all parties.
6. Correct any arithmetic errors in any application, or make typographical corrections to applications, upon concurrence of the applicant involved.
7. Contact any applicant's references to verify qualifications and applicant's subcontractors.
8. Request all parties who submitted applications to present supplemental information clarifying their applications either in writing or in formal presentation.
9. Require any applicant to demonstrate to the satisfaction of OCFS any feature(s) present as a part of its application.
10. Award agreements to more than one applicant.
11. Award any or all of the applications received in response to this REQUEST FOR APPLICATIONS.
12. Amend any and all portions of this REQUEST FOR APPLICATIONS at any time, or cancel or postpone the REQUEST FOR APPLICATIONS with notification to all applicants, at any time.
13. Exercise all such rights at any time and without liability to any applicants or other parties for their expenses incurred in the preparation of an application or otherwise.
14. Request applicants to make oral presentations of their applications and to consider such presentations in the application evaluation.
15. The application submitted in response to this REQUEST FOR APPLICATIONS will become part of an approved agreement. Awardees may be requested to provide additional program information for the final agreement.
16. Approve additional applications based on the remaining applications submitted in response to this REQUEST FOR APPLICATIONS.

## Section Three.... APPLICATION INSTRUCTION REQUIREMENTS

All applicants must submit the following forms and required Narrative Information in the order listed. See “PART II: Application Instructions” for all blank forms included in this REQUEST FOR APPLICATIONS. **Applicant must use legal, exact incorporated name on all forms included in the application.**

### 3.1 Application Checklist:

The Checklist identifies the required items in the application. Indicate the page number where each item is found in your submittal. This provides a check to assure that all required items are included, and will assist the reviewers as the application is assessed. Applications must be “tabbed” or divided into sections corresponding to the Application Checklist.

### 3.2 Application Cover Page/Agreement:

You must complete and sign the Agreement section of the Application Cover Page. Be sure to complete all sections of the form.

### 3.3 Narrative Instructions:

Applicants must submit a narrative that addresses how the HCIA selection criteria requirements will be addressed and provided in a way that meets all the requirements in the Application Instructions, listed in section 2.3 Part I and the narrative instructions in Part II.

### 3.4 Bidder Identification Form

Complete the requested organizational information. The information provided will be used to update the OCFS Online Bidder’s List.

### 3.5 Non-Discrimination/Non-Sectarian Compliance Form

Complete the information about the applicant’s corporate purpose, and the manner in which services will be provided.

### 3.6 Board of Directors Profile

List all Board members, their addresses, position on the Board, occupation and current employer.

### 3.7 Affirmative Action Forms – Minority and/or Women Owned Business Enterprises (M/WBE) Subcontracting

#### [OCFS-4630 - Subcontractors and Suppliers Letter of Intent to Participate Form](#)

It is expected that all Applicants will make a good-faith effort to utilize Minority and/or Women Owned Businesses (M/WBEs) when there is an opportunity to subcontract or purchase supplies to carry out a contract with the New York State Office of Children and Family Services. This form is to be completed by the proposed M/WBE Subcontractor/Supplier. It is to be submitted with application/bid attached to the Subcontractor’s Utilization Form for each certified Minority or Women-Owned Business Enterprise the Applicant proposes to utilize as a potential Waiver

Service Provider or suppliers. If the MBE or WBE proposed for a portion of this application/contract is a part of a joint venture or other temporarily-formed business arrangement, the name and address of the joint venture or the temporarily formed business entity should be indicated.

#### [OCFS-4631 - Subcontracting Utilization Form](#)

This form is to be completed by the applicant and submitted as part of its application for the purpose of identifying projected M/WBE utilization. It must also be completed by the Applicant at the end of each contract year, to report actual M/WBE participation goals achieved. At the end of each contract year, the Applicant submits this form to the Contract Manager. The Contract Manager sends a copy to Equal Opportunity and Diversity Development (EODD).

#### [OCFS-4629 - Project Staffing Plan Form](#)

This form should be completed by the applicant and submitted as part of its application. An updated staffing plan should be resubmitted by the Contractor should vacancies or hires occur.

### **3.8 Vendor Responsibility Questionnaire**

It is important that every question on the Vendor Responsibility Questionnaire Form is responded to in a complete manner. There are questions that require written explanation; responses must be thorough, complete and current. The owner or officer of the applicant organization must complete the attestation at the end of the questionnaire, and the signature must be notarized unless the questionnaire is completed through the Office of the State Comptroller's VendRep system <http://www.osc.state.ny.us/vendrep/systeminit.htm>. All subcontractors under a proposed contract must also complete a Vendor Responsibility Questionnaire Form. Please note that any subcontract where the services are a material factor in the award must have the subcontractor complete a Vendor Responsibility Questionnaire at the proposal stage. Refer to Section 2.7 for information about general Vendor Responsibility Questionnaire Requirements and the automated New York State Office of the State Comptroller VendRep System.

### **3.9 Additional Program Specific Forms as Required**

1. [HCIA Waiver Qualifications Form for Service Providers \(OCFS-8034\)](#) Applicant must submit a separate form for each HCIA applicant and for each potential Waiver Service Provider. Each OCFS 8034 form submitted must be signed by the Applicant that is responding to this RFA.
2. [Schedule A - Waiver Service Provider Commitment Form \(OCFS-8035\)](#) Applicant must submit a separate form for each potential Waiver Service Provider. Each OCFS 8035 form submitted must be signed by the Applicant that is responding to this RFA.
3. [Application for Enrollment in the NYS Medicaid Program](#) Applicant must submit the necessary documentation to facilitate enrollment in eMedNY . Each HCIA Applicant and each potential Waiver Service Provider must be enrolled in eMedNY as a B2H provider to receive reimbursement for B2H services. Applicant must submit the Application for Enrollment in the NYS Medicaid Program for itself and each WSP. The following documentation must be included with the eMedNY application: a list of the Board of Directors, and a letter from the Department of Treasury indicating the applicant's Federal Employer Identification Number (FEIN).
4. Signed and notarized Provider Agreement
5. Signed and notarized Model Subcontract for each Waiver Service Provider.

## Section Four.... CONTRACT POLICY INFORMATION

A copy of the Provider Agreement is included. (See Separate Document: "Provider Agreement")

### 4.1 Affirmative Action

It is the policy of OCFS to encourage the employment of qualified applicants/recipients of public assistance by both public organizations and private enterprises who are under contractual agreement to OCFS for the provision of goods and services. OCFS may require a successful applicant to demonstrate how the Contractor has complied or will comply with the aforesaid policy.

OCFS is in full accord with the aims and effort of the State of New York to promote equal opportunity for all persons and to promote equality of economic opportunity for minority group members and women who own business enterprises, and to ensure there are no barriers, through active programs, that unreasonably impair access by Minority and Women-Owned Business Enterprises (M/WBE) to State contracting opportunities.

Prospective Offerors to this REQUEST FOR APPLICATIONS are subject to the provisions of Article 15-A of the Executive Law and regulations issued thereunder.

Contractors and subcontractors shall undertake or continue existing programs of affirmative action 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, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrades, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

Prior to the award of a State contract, the Contractor shall submit an Equal Employment Opportunity (EEO) Policy Statement to the contracting agency within the timeframe established by that agency.

The Contractor's EEO Policy Statement shall contain, but not necessarily be limited to, and the Contractor, as a precondition to entering into a valid binding State contract, shall during the performance of the State contract, agree to the following:

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

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

c) At the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race,

creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

Except for construction contracts, prior to an award of a State contract, the Contractor shall submit to the contracting agency a staffing plan of the anticipated workforce to be utilized on the State contract or, where required, information on the Contractor's total workforce, including apprentices, broken down by specified ethnic background, gender, and Federal Occupational Categories or other appropriate categories specified by the contracting agency. The form of the Staffing Plan shall be supplied by the contracting agency.

After an award of a State contract, the Contractor shall submit to the contracting Agency a workforce staffing plan, in a form and manner required by the agency, of the workforce actually utilized on the State contract, broken down by specified ethnic background, gender and Federal Occupational Category or other appropriate categories specified by the contracting agency.

Goals for the utilization of Minority/Women Owned Business Enterprises **must be set** for each contract. For purposes of this procurement, the goals for subcontracting and purchasing with Minority and Women Owned businesses are 0% - 5%. Should a Contractor have the ability to subcontract or need to purchase supplies services, or commodities, every effort should be made to subcontract with the purchase from NYS certified Minority and Women-Owned Business Enterprises. It is expected that awardees submit quarterly utilization reports to OCFS to track such expenditures.

In order to assist Contractors with utilization of Minority/Women Owned Business Enterprises, the directory of certified businesses, prepared by the Division of Minority and Women's Business Development within the NYS Empire State Development, for use by contractors in complying with the provisions of Executive Law, Article 15-A, and the regulations required pursuant to said Law, will be provided for inspection at OCFS' Office of Minority Program Development.

In order to assist prospective Contractors (Offerors) in their attempts to demonstrate effective affirmative action efforts, OCFS suggests Offerors consider any or all of the following steps while developing their responses to this REQUEST FOR APPLICATIONS:

- a) Contact all known M/WBEs that may appropriately serve as a subcontractor(s) or a vendor(s) under the contract.
- b) Keep a "contact" list of M/WBEs contacted for this particular REQUEST FOR APPLICATIONS along with the name of your contact and the result of the contact(s).
- c) Use the M/WBEs contacted as a possible resource for additional contacts.

In the event your firm did not obtain the desired results from steps 1-3 above, OCFS suggests that prospective Offerors consider these additional steps (and keep a contact record of the same):

- d) Contact area Minority Business Associations, Contractors Associations, Purchase Councils or Professional Organizations serving the area in which the contract will be performed.
- e) Contact the NYS Empire State Development, Division of Minority and Women Business Development at (518) 292-5250 or (212) 803-2414 for assistance.
- f) Contact OCFS' Office of Equal Opportunity and Diversity Development at (518) 474-3715 in Rensselaer, New York.

g) Contact area community-based organizations that serve the minority community and local elected, appointed, religious or other acknowledged leaders who also may serve as resources.

The above-noted provisions are set forth to aid prospective Offerors who may require assistance in their attempt to comply with OCFS affirmative action initiatives. However, prospective Offerors are at liberty to propose a course of action of their own that is reasonable and accomplishes the aim of the aforementioned provisions.

## 4.2 Omnibus Procurement Act

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

Information on the availability of New York State subcontractors and suppliers is available on the internet at [www.empire.state.ny.us](http://www.empire.state.ny.us) For additional information and assistance, contact:

New York State Empire State Development  
Procurement Assistance Unit  
30 South Pearl Street  
Albany, New York 12245  
Phone: (518) 292-5250, Fax: (518) 292-5803

OR

633 Third Avenue  
New York, New York 10017  
Phone: (212) 803-2414, Fax: (212) 803-2459

A directory of minority and women-owned business enterprises is available on the internet at [www.empirestate.ny.us](http://www.empirestate.ny.us). For additional information and assistance, contact either of the above listed offices.

The Omnibus Procurement Act of 1992 requires that by signing a bid application, contractors certify that whenever the total bid amount is greater than \$1 million:

- 1) The contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors on this project, and has retained the documentation of these efforts to be provided upon request to the State.
- 2) The contractor will document their efforts to encourage the participation of New York State business enterprises as suppliers and subcontractors by showing that they have:
  - Solicited bids, in a timely and adequate manner, from New York State Empire State Development business enterprises including certified minority/ women-owned businesses, or
  - Contacted the New York State Empire State Development to obtain listings of New York State business enterprises and M/WBEs, or
  - Placed notices for subcontractors and suppliers in newspapers, journals or other trade publications distributed in New York State, or
  - Participated in bidder outreach conferences.

If the contractor determines that New York State business enterprises are not available to participate on the contract as subcontractors or suppliers, the contractor shall provide a statement indicating the method by which such determination was made.

If the contractor does not intend to use subcontractors, the contractor shall provide a statement verifying such.

3) The contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-961), as amended.

4) The contractor will be required to notify New York State residents of employment opportunities through listing any such positions with Community Services Division of the New York State Department of Labor, providing for such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The agency agrees to document these efforts and to provide said documentation to OCFS upon request.

5) Bidders located in a foreign country are notified that the State may assign or otherwise transfer offset credits to third parties located in New York State, and the bidders shall be obligated to cooperate with the State in any and all respects in making such assignment or transfer, including, but not limited to, executing any and all documents deemed by the State to be necessary or desirable to effectuate such assignment or transfer, and using their best efforts to obtain the recognition and accession to such assignment or transfer by any applicable foreign government.

6) Bidders are hereby notified that state agencies and authorities are prohibited from entering into contracts with businesses whose principle place of business is located in a discriminatory jurisdiction. "Discriminatory jurisdiction" is defined as a state or political subdivision which employs a preference or price distorting mechanism to the detriment of or otherwise discriminates against a New York State business enterprise in the procurement of commodities and services by the same or a non-governmental entity influenced by the same. A list of discriminatory jurisdiction is maintained by the Commissioner of the New York State Empire State Development.

## Section Five.... GLOSSARY OF ACRONYMS

### B2H Acronyms

ADM	Administrative Directive
B2H	Bridges to Health
BWM	Bureau of Waiver Management
CANS B2H	Child and Adolescent Needs and Strengths Bridges to Health
CMS	Centers for Medicare and Medicaid Services
CIN	Client Identification Number
CONX	CONNECTIONS
CMSO	Community Multiservice Office
CST	Community Service Team
DD	Developmental Disability
DDSO	NYS OMRDD Developmental Disabilities Services Office
DHHS	U.S. Department of Health and Human Services
DJJOY	Division of Juvenile Justice and Opportunities for Youth
DOH	NYS Department of Health
FASP	Family Assessment and Service Plan
HCBS	Home and Community-Based Services Waiver
HCI	Health Care Integrator
HCIA	Health Care Integration Agency
ICF/MR	Intermediate Care Facility for the Mentally Retarded
IHP	Individualized Health Plan
IMP	Individual Medication Plan
LDSS	Local Department of Social Service
LGU	Local Government Unit for Mental Health Services
LOC	Level of Care
MA	Medical Assistance (Medicaid)
MAR	Medication Administration Record
MedF	Medically Fragile
MOU	Memorandum of Understanding
OCFS	NYS Office of Children and Family Services
OMH	NYS Office of Mental Health
OMRDD	NYS Office of Mental Retardation and Developmental Disabilities
OTDA	NYS Office of Temporary and Disability Assistance
PPRI	Pediatric Patient Review Instrument
QMS	Regional Quality Management Specialist
RFA	Request for Applications
SCR	Statewide Central Register for Child Abuse and Maltreatment
SED	Serious Emotional Disturbance
SNF	Skilled Nursing Facility
WMS	Welfare Management System
WSP	Waiver Service Provider

## Terminology Sheet

1. **Administrative Directive (ADM):** Policy guidance issued by NYS Office of Children and Family Services (OCFS), the NYS Office of Temporary and Disability Assistance (OTDA) or the NYS Department of Health to Local Departments of Social Services (LDSS)/Division of Juvenile Justice and Opportunities for Youth (DJJOY).
2. **Agency Conferences:** May be conducted by the LDSS/DJJOY to review decisions prior to pursuing a Medicaid Fair Hearing. Such a review by the LDSS may be requested by the participant, an advocate, the HCI, or anyone involved in the development of the application for enrollment or service plan. This review is an opportunity for the individual and advocates to review, with a representative from the LDSS, the reasons for the Notice of Decision and to address the information they feel is not properly represented.
3. **Authorized Child Care Agency:** See not-for-profit voluntary authorized agency.
4. **Bridges to Health (B2H):** The name of the initiative/program that includes three Home and Community-Based Services waivers for children with Serious Emotional Disturbances (SED), Developmental Disabilities (DD), or Medical Fragility (Med F)—administered by OCFS. Each waiver has 14 services developed for children in foster care with disabilities and their caretakers.
5. **Bureau of Waiver Management (BWM):** The unit within the OCFS Division of Child Welfare and Community Services (CWCS) responsible for the implementation and monitoring of B2H.
6. **Caregiver:** Any individual, such as a parent, foster parent, adoptive parent, or head of a household, or family member who attends to the needs of the child.
7. **Case Manager:** The LDSS staff person responsible for authorizing the provision of services, approving client eligibility determinations, and approving, by signature or electronic equivalent, the family assessments and service plans for children in foster care.
8. **Case Planner:** The caseworker on staff of an authorized child care agency or LDSS with the primary responsibility for providing or coordinating and evaluating the provision of child welfare services to the family. Case planning includes referring the child and his or her family to providers of services, as needed, and delineating the roles of the various service providers. The case planner must collaborate with all caseworkers assigned to the case so that a single family assessment and service plan is developed for a child.
9. **Child and Adolescent Needs and Strengths (CANS) B2H:** An evidence-based instrument used to monitor and provide documentation of waiver participant progress and outcomes.
10. **Community Multi-Service Office (CMSO):** DJJOY office located in each of the OCFS Regions statewide. Incorporates the functions of the Community Service Team (CST) intake and post-residential supervision in the community, as well as other available community providers who may be co-located in the office: Multi-Systemic Therapy (MST), Functional Family Therapy (FFT), Mental Health Services (MH), etc.
11. **Community Service Team (CST):** Composed of the original DJJOY Bureaus of Intake Services, Family Advocacy, and After Care Services, plus Voluntary Agency Support Services, Release Planning Coordinators, DJJOY Foster Care, and the Intensive Aftercare Program Services as part of the DJJOY Regional Redesign. The CSTs come under the oversight of the DJJOY Associate Commissioner for Community Partnerships.
12. **CONNECTIONS (CONX):** The electronic child welfare system of record. Is used to track B2H referrals and enrollments.
13. **Consenter:** See Medical Consenter.
14. **Department of Health (DOH):** The single state agency for Medicaid. DOH sets Medicaid policy and is responsible to Centers for Medicare and Medicaid Services (CMS) for oversight of all waivers.
15. **Department of Health and Human Services (DHHS):** The Federal government's principal agency for protecting the health of all Americans and providing essential human services, especially for those who are least able to help themselves.
16. **Developmental Disabilities Services Offices (DDSOs):** The OMRDD regional entities responsible for the organization and certification of regional voluntary providers. The DDSOs evaluate the Level

of Care assessment for a potential developmentally disabled enrollee's initial entry into the B2H DD waiver.

17. **Developmental Disability (DD):** A clinical diagnosis necessary for B2H DD eligibility.
18. **Division of Juvenile Justice and Opportunities for Youth (DJJOY):** As part of OCFS, this division is responsible for the generation of NYS juvenile justice initiatives and oversight of the juvenile justice system.
19. **EMedNY:** The Medicaid billing and payment system for all B2H services.
20. **Fair Hearing:** See Medicaid Fair Hearing.
21. **Family:** Individuals and members of households involved with the waiver enrollee's life. The term may include the foster family, birth family, and/or adoptive family.
22. **Family Assessment and Service Plan (FASP):** the case management planning tool required for all children receiving child welfare services through an LDSS.
23. **Health Care Integrators (HCIs):** Individuals employed by Health Care Integration Agencies (HCIAs) responsible for the development, implementation, and ongoing monitoring of Individualized Health Plans.
24. **Health Care Integration Agency (HCIA):** Voluntary not-for-profit child care agencies under contract with OCFS for 1) employing HCIs; 2) WSP network development-management; 3) enrollment activities; and 4) program-quality management.
25. **Home:** A dwelling place together with the family or social unit that occupies it.
26. **Home and Community-Based Services Waiver (HCBS):** Authorized under the federal Social Security Act, waivers are Medicaid funded services intended to allow enrollees to live in the most integrated, least restrictive setting at home or in the community.
27. **Individual Medication Plan (IMP):** A medication administration plan developed for children in foster care. The IMP is developed at the initial comprehensive health assessment by a licensed medical practitioner and is reviewed and updated annually and whenever there is a change in medication. It includes the condition or diagnosis for which a prescribed or over-the-counter medication is to be used, medication name, dosage and route of administration, frequency of administration, monitoring standards for each medication, the child's capability to self-administer medication, and specific instructions related to the medication. It is maintained in the child's medical record and accessible to staff who administer medication to that child.
28. **Individualized Health Plan (IHP):** The document that describes B2H enrollees' needs and strengths, and the authorized B2H Waiver service's frequency, unit, duration, and provider.
29. **Intermediate Care Facility for the Mentally Retarded (ICF/MR):** A medical institution for individuals with developmental disabilities and/or mental retardation.
30. **Level of Care (LOC):** A federally-required eligibility determination that indicates that a Waiver applicant's disabilities would require placement in a medical institution, were it not for the provision of home and community-based services. Each of the three B2H Waivers uses its own LOC assessment instrument.
31. **Local Department of Social Service (LDSS):** The local governmental unit responsible for children in foster care and for determining Medicaid eligibility, determining B2H eligibility, and authorizing B2H enrollment. In New York City, the LDSS is the Administration for Children's Services (ACS).
32. **Local Government Unit (LGU):** The local governmental unit for mental health services; counties and New York City.
33. **Medicaid (MA):** A program for those who cannot pay for medical care.
34. **Medicaid Fair Hearing:** A state hearing held at the request of B2H applicants and enrollees after LDSS/DJJOY issue a Notice of Decision. The request for a fair hearing is made to the Office of Temporary and Disability Assistance, which conducts and manages the Fair Hearing process.
35. **Medical Record:** The term used for the file containing all available information and documents related to the child's health, including assessments. For each child in foster care, the authorized agency caring for the child must maintain a continuous individual medical record. If the authorized agency is the LDSS/DJJOY (i.e., the child is in direct foster care), then the LDSS/DJJOY maintains the medical record. If the child is in the care of a voluntary agency, that agency maintains the record. The medical record should be maintained by qualified health staff and organized in such a way that the information is easily accessible and useable.

36. **Medical Consenter:** The person or entity legally authorized to give consent for a child's medical care.
37. **Medically Fragile (MedF):** A clinical diagnosis necessary for B2H MedF eligibility.
38. **Medication Administration Record (MAR):** A record maintained in the child's medical record and made accessible to staff who administer medication to that child. The MAR must include the date and time that each medication dose is administered, and the initials of the individual who administered, or assisted or supervised the self-administration of the medication. The MAR also documents medication errors, actions taken, and effects of the errors.
39. **Memorandum of Understanding (MOU):** An agreement between state agencies. For B2H, there are two MOUs—one between OCFS and DOH and the other between OCFS and OMRDD to define roles and responsibilities.
40. **Not-for-profit Voluntary Authorized Agency:** An agency defined in Social Services Law section 371(10) (a). "Authorized agency" means any agency, association, corporation, institution, society or other organization which is incorporated or organized under the laws of this state with corporate power or empowered by law to care for, to place out or to board out children, which actually has its place of business or plant in this state and which is approved, visited, inspected and supervised by the department (now OCFS) or which shall submit and consent to the approval, visitation, inspection and supervision of the department as to any and all acts in relation to the welfare of children performed or to be performed under this title. The use of the term "voluntary" excludes a social services district.
41. **Notice of Decision (NOD):** Official notice to an individual of approval, denial, reduction or discontinuance of B2H enrollment or services issued by an LDSS/DJJOY.
42. **Office of Children and Family Services (OCFS):** The NYS agency responsible for promoting the well-being and safety of children and families, including oversight and implementation of the B2H Waiver Program.
43. **Office of Mental Health (OMH):** The NYS agency that operates psychiatric centers across the State, and also regulates, certifies, and oversees more than 2,500 programs operated by local governments and nonprofit agencies.
44. **Office of Mental Retardation and Developmental Disabilities (OMRDD):** The NYS agency that has the responsibility for the prevention and early detection of mental retardation and developmental disabilities and for the comprehensively planned provision of services including care, treatment, habilitation, and rehabilitation of citizens with mental retardation and developmental disabilities.
45. **Office of Temporary and Disability Assistance (OTDA):** The NYS agency that provides economic assistance and supportive services to needy adults and families. OTDA conducts and manages the Fair Hearing process for the B2H Waiver Program.
46. **Pediatric Patient Review Instrument (PPRI):** The assessment tool used to determine the level of care required by medically fragile children including care offered through the B2H Med F waiver.
47. **Quality Management Specialist (QMS):** The OCFS regional office staff responsible for Technical Assistance, monitoring and oversight of HCIA's and LDSS. QMS reports to BWM.
48. **Request for Applications (RFA):** The document that describes the criteria for becoming an HCIA and is issued by OCFS to solicit applications.
49. **Serious Emotional Disturbances (SED):** A clinical mental health diagnosis necessary for B2H SED eligibility.
50. **Skilled Nursing Facility (SNF):** A medical institution for individuals with physical impairments.
51. **Statewide Central Register for Child Abuse and Maltreatment (SCR):** NYS provides a toll-free number to report child abuse and neglect to the Register.
52. **Team Meeting:** An opportunity for collaboration among service providers, the waiver participant, and/or medical consenter regarding the waiver participant's needs, to support the health and welfare of the waiver participant.
53. **Waiver Participant:** An individual participating in one of the B2H waivers. This includes children enrolled in B2H who are currently in foster care or who have been discharged from foster care but continue to be enrolled in the B2H waiver. Because waiver participants can range from infants to 20-year-old youths, the B2H Waiver Program assumes that the sharing of information and

involvement in meetings must be appropriate to the child's age and capacity. The B2H Waiver Program requires the child's involvement wherever possible and appropriate.

54. **Waiver Service Provider (WSP):** WSPs are limited to:

1. Agencies and staff of those agencies under subcontract with the HCIA to provide B2H Waiver Services, other than Health Care Integration.
2. Staff employed by the HCIA who provide B2H Waiver Services other than Health Care Integration.
3. Staff employed by the HCIA to provide Health Care Integration.

55. **Welfare Management System (WMS):** The system of record for Medicaid and B2H Waiver authorizations.

## Section Six.... Web links

The documents referenced in this REQUEST FOR APPLICATIONS are available on the OCFS B2H website at <http://www.ocfs.state.ny.us/main/b2h/> and include the following:

- Federally Approved Waiver Applications:
  - B2H for children with Serious Emotional Disturbances (SED)
  - B2H for children with Developmental Disabilities (DD)
  - B2H for children with Medical Fragility (Med F)
  
- 18 NYCRR Parts 504 and 515 of NYS Regulations
  
- B2H Program Manual
  
- Provider Agreement
  
- Model Subcontract
  
- Approved Rates for B2H Waiver Program effective April 1, 2008

**NOTE:** The above documents are incorporated by reference in this Request for Proposal and are listed in order of controlling authority in the event of a conflict.

**Section Seven.... Registration Form for the Informational Sessions for the Bridges to Health (B2H) Waiver Program**

OCFS has scheduled Informational Sessions for Regions I and V:B. All potential applicants are strongly encouraged to attend one of the Informational Sessions. The Agenda for all of the Informational Sessions is:

- Overview of RFA for Health Care Integration Agencies
- Questions and Answers

**INFORMATIONAL SESSION dates are as follows :**

- In Lower Hudson Valley B2H Region (Region V:B), from 10am-1pm, at the Office of Children and Family Services Long Island Regional Office, 320 Carleton Avenue, Central Islip, NY on **May 7, 2009**
- In Buffalo B2H Region (Region I), from 10am-1pm, at the Office of Children and Family Services Buffalo Regional Office, 295 Main Street, Buffalo, NY on **May 19, 2009**

*Potential applicants are encouraged to submit written questions by fax (518) 408-3311 or email to [Mimi.Weber@ocfs.state.ny.us](mailto:Mimi.Weber@ocfs.state.ny.us) prior to the informational sessions*

**Registration Form**

**If you plan on attending an Informational Sessions, please register by completing all of the following information:**

- Name of Organization \_\_\_\_\_
- Name(s) and phone number(s) of individual's attending \_\_\_\_\_  
\_\_\_\_\_

- Check regional session the staff will be attending:
  - Lower Hudson Valley (B2H Region V:B) Informational Session on May 7, 2009  
Office of Children and Family Services Long Island Regional Office  
320 Carleton Avenue Central Islip, NY  
**(Please register by May 4, 2009)**
  - Buffalo (B2H Region I) Informational Session on May 19, 2009  
Office of Children and Family Services Buffalo Regional Office  
395 Main Street, Buffalo NY  
**(Please register by May 14, 2009)**

**Please return this registration either via email to [Mimi.Weber@ocfs.state.ny.us](mailto:Mimi.Weber@ocfs.state.ny.us) or via fax at 518-408-3311 to the attention of Mimi Weber.**



# **New York State Office of Children and Family Services**

David A. Paterson  
Governor

Gladys Carrión, Esq.  
Commissioner

## **PART II Application Instructions**

### **REQUEST FOR APPLICATIONS Health Care Integration Agencies**

**April 30, 2009**

## Application Checklist

All applicants must complete the checklist presented below and submit the following forms and required Narrative Information in the order listed in the checklist. Indicate the page number on the lines indicated below where each item is found in your submittal.

1.  **This checklist:**
  - \_\_\_ Outlines the required items of your application. This provides a check for you to assure that all required items are included, and will assist the reviewers as they access your application.
2.  **Application Cover Page/Agreement:**
  - \_\_\_ Self-explanatory (see page three)
3.  **Narrative Instructions:**
  - \_\_\_ A detailed narrative must be included in the application package and must address all of the requirements listed in the narrative instructions on page seven of this section.
4.  **Required Forms:** All of the forms listed below are included in this section and must be completed and returned with the application.
  - \_\_\_ Board of Directors Profile Form (OCFS-4552)
  - \_\_\_ Vendor Responsibility Questionnaire Not-For-Profit Business Entity Form (OCFS-7050) from Applicant and each Not-For-Profit WSP
  - \_\_\_ Vendor Responsibility Questionnaire For-Profit Entity Form (OCFS-7049) from For-Profit WSPs
  - \_\_\_ Vendor Responsibility Determination Checklist (OCFS-7051) for each WSP
  - \_\_\_ Vendor Responsibility Profile for each WSP
  - \_\_\_ Qualification Form (OCFS-8034) from Applicant and each WSP
  - \_\_\_ Bidder's Identification Form (OCFS-4553)
  - \_\_\_ Non-Discrimination/Non-Sectarian Compliance Form (OCFS-4555)
  - \_\_\_ M/WBE Subcontractors and Suppliers Letter of Intent to Participate Form (OCFS-4630)
  - \_\_\_ Subcontracting Utilization Form (OCFS-4631)
  - \_\_\_ Project Staffing Plan Form (OCFS-4629)
  - \_\_\_ Schedule A-Waiver Service Provider Commitment Form (OCFS-8035) from each WSP
  - \_\_\_ Provider Agreement signed by Applicant
  - \_\_\_ Model Subcontract for each WSP
  - \_\_\_ Application for Enrollment in the NYS Medicaid Program from Applicant and each WSP (including documentation indicating the Federal Employee Identification Number (FEIN) and a list of Board of Directors for each applicant and WSP)
5.  **Additional Required Attachments:** All of the items listed below must be submitted with the application.
  - \_\_\_ verification of current enrollment in Medicaid or contract with DOH, OMH, and/or OMRDD
  - \_\_\_ incorporation papers (original and amendments)
  - \_\_\_ Letters of Support from at least 51% of LDSS within the Bridges to Health (B2H) region.
  - \_\_\_ Board of Directors Resolution or certified meeting minutes indicating approval to participate in the B2H Waiver Program
  - \_\_\_ Organizational Chart (showing separation between services)
  - \_\_\_ Copy of most recent independently Audited Financial Statements
  - \_\_\_ Copy of A-133 Single Audit (if applicable)
  - \_\_\_ Most current financial statement or Form 990 or tax return (if applicable)

## Application Cover Page/Agreement

I. Incorporated Agency Name (Attach Certificate of Incorporation and all amendments):

\_\_\_\_\_

II. Project Title: **Health Care Integration Agency Provider Agreement** \_\_\_\_\_

III. Indicate which B2H Region (see Part I, Section 1.4) the applicant proposes to serve. If awarded a provider agreement, the applicant must serve the entire B2H region, as described in section 1.4.

- |  |  |
|--|--|
| <input type="checkbox"/> Region I<br><input type="checkbox"/> Region II<br><input type="checkbox"/> Region III<br><input type="checkbox"/> Region IV | <input type="checkbox"/> Region V:A<br><input type="checkbox"/> Region V:B<br><input type="checkbox"/> Region VI |
|--|--|

IV. Address:

(Street, City, State, Zip Code)	Mailing	Payment	Sites Where Services are Provided	Agency Records

V. Federal Identification Number:     \_\_\_/\_\_\_/ - \_\_\_/\_\_\_/\_\_\_/\_\_\_/\_\_\_/\_\_\_

VI. Charities Bureau Registration Number:     \_\_\_/\_\_\_/\_\_\_/\_\_\_/\_\_\_/\_\_\_

Contractor  **has** or  **has not** filed all required periodic or annual written reports with the Attorney General's Charities Bureau timely. This can be verified at the following website:  
[http://bartlett.oag.state.ny.us/char\\_forms/search\\_charities.jsp](http://bartlett.oag.state.ny.us/char_forms/search_charities.jsp)

If Exempt, Enter Reason: \_\_\_\_\_

**VII. Contact Persons:**

<b>(Key Contacts)</b>	Name	Daytime Telephone	Authorized to Sign Contract/Vouchers
Board Chairperson			
Executive Director			
Project Coordinator			
<b><i>Fiscal Officer</i></b>			
Contact Person for this Project / Email Address			
Email Address:		Fax:	

**Agreement/Signature:**

It is understood and agreed to by the applicant that:

1. This REQUEST FOR APPLICATIONS does not commit the New York State Office of Children and Family Services (OCFS) to award any agreements, pay the costs incurred in the preparation of the response to this REQUEST FOR APPLICATIONS or to procure any provider agreements.
2. OCFS reserves the right to amend, modify or withdraw this REQUEST FOR APPLICATIONS and to reject any applications submitted, and may exercise such right at any time and without notice and without liability to any offeror or other parties for their expenses incurred in the preparation of an application or otherwise. Applications will be prepared at the sole cost and expense of the offeror.
3. Submission of an application will be deemed to be the consent of the applicant to any inquiry made by the OCFS of third parties with regard to the applicant's experience or other matters deemed by OCFS relevant to the application.
4. The agreement may be terminated in whole, or in part, by OCFS. Such termination shall not affect obligations incurred under the agreement prior to the effective date of such termination.
5. Any significant revision of the approved project application must be requested in writing by the applicant prior to enactment of the change.
6. Progress reports must be submitted as required by OCFS. The final program reports must be submitted within a specified time period after the project terminates. Necessary records and accounts, including financial and property controls, will be maintained and made available to OCFS for audit purposes.
7. All reports of investigations, studies, publications, etc. made as a result of this application must acknowledge the support provided by OCFS.
8. All personal information concerning individuals served or studied under the project is confidential and such information may not be disclosed to unauthorized persons, corporations, or agencies.
9. OCFS reserves a royalty free non-exclusive license to use and to authorize others to use all copyrighted material resulting from this project.
10. Selected contractors agree to be bound by the provisions set forth in this REQUEST FOR APPLICATIONS.
11. OCFS reserves the right to make additional awards based on the remaining applications submitted to this REQUEST FOR APPLICATIONS.
12. Contractors may be required to participate in a formal evaluation of the program to be developed by OCFS and may be required to collect information for these purposes. The evaluation design will maintain confidentiality of participants and recognize practical constraints of collecting this kind of information.
13. Applicant certifies that all information provided to OCFS with respect to Vendor Responsibility is complete, true and accurate.
14. Selected applicant agrees to offer each service described in the REQUEST FOR APPLICATIONS, accept the rates established for each service described in the REQUEST FOR APPLICATIONS and to be reimbursed through the eMedNY system.
15. Applicant agrees to implement the B2H Waiver Program in strict accordance with the B2H Program Manual and the federally-approved Home and Community-Based Services Waivers for the B2H Waiver Program.
16. Applicant agrees to accept referrals for screening as well as provide services to the entire B2H Region indicated in section III of this application.
17. Applicant agrees to perform background checks on employees and Waiver Service Providers (WSPs) as indicated in Part I, section 2.3 (L).

The applicant certifies that to the best of his/her knowledge and belief the information in this application is true and correct, and that he/she has reviewed the Provider Agreement, the Model Subcontract between the HCIA and the WSP(s), and the B2H Program Manual, understands the terms, and agrees to be bound by the same if selected for an award.

**Signature of Chief Executive Officer:** \_\_\_\_\_

**Typed Name and Title:** \_\_\_\_\_

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

## Narrative Instructions

**Applications must include a narrative that addresses all of the program requirements listed in section 2.3 as described below.**

1. Applicant must specify the type of foster care services it provides in settings of 12 beds or less and group homes with a licensed capacity of 12 beds or less (i.e. Therapeutic Foster Boarding Home program, Foster Boarding Home Program, Group Home, or Agency Operated Boarding Home ).
2. Applicant must indicate that it intends to comply with the OCFS Policy/Programmatic procedures listed in the B2H Program Manual and any revisions thereto.
3. Applicant must state in the narrative that it agrees to implement a Quality Management program consistent with the standards established in the B2H Program Manual and any revisions thereto.
4. Applicant must state that it has sufficient financial resources to provide funding from service delivery until payment is received.
5. Applicant must submit an organizational chart that differentiates its administrative functions from its service delivery operations. (Organizational Chart must include Department Heads with names). The HCI services need to be separate and distinct from the applicable B2H waiver services, which need to be separate and distinct from the applicant's B2H quality management services.
  - Applicant must state in the narrative that it agrees that the Health Care Integration function will have reporting lines to a cabinet or executive level manager who does not have responsibility for other B2H Waiver Program services.
  - Applicant must state in the narrative that it agrees that the Health Care Integration function cannot be provided by staff that also deliver or manage other B2H waiver services.
  - Applicant must state in the narrative that it agrees to perform HCIA quality management functions that will be discharged by staff that have no role in B2H service delivery and no role in assisting in the development of an Application for Enrollment Package for the B2H Waiver Program. Further, HCIA quality management staff will report to a senior manager who has no service delivery responsibility and who does not report to an executive who oversees service delivery.
  - Applicant must state in the narrative that the HCI will be responsible for providing unbiased and comprehensive information to the waiver participant and consentor about available services and service providers. Children applying for the B2H Waiver Program will be informed that, if their enrollments are approved, they will have multiple opportunities and support to help them select a HCIA and HCI. They will be informed of all HCIAS that are authorized in their communities and that they are under no obligation to remain with the HCIA that assisted in developing their B2H Waiver Program enrollment package.
  - Applicant must state in the narrative that it agrees to establish any other safeguards necessary to structurally separate its service delivery responsibilities from its administrative responsibilities as directed by OCFS.
6. Applicant must state in the narrative that it agrees to and/or requires subcontractors to agree to the following applicable requirements for review of the background of employees based on the nature of the employment, as set forth in the B2H Program Manual, updates to the Manual, other directives of OCFS, the Bridges to Health Provider Agreement and the Model Contract Between HCIA and Waiver Service Provider: Criminal History Record Checks against the NYS Division of Criminal Justice Services (DCJS) database
  - Checks against the NYS DCJS Sex Offender Registry
  - Attestations by providers to their complete Criminal History
  - Database checks against the NYS Statewide Central Register (SCR) for Child Abuse and Maltreatment

NYS OCFS requires that the following background checks be conducted on the different members of the B2H waiver provider community as follows:

- HCIA employees providing direct services to B2H waiver children must provide an attestation of their criminal history to the HCIA and must be checked by their agency against the NYS Sex Offender Registry. Pursuant to NYS Social Services Law Section 424-a(1)(b), those employees must also provide information to their agency for a database check against the NYS SCR.
- Employees of Waiver Service Provider agencies providing direct services to B2H waiver children must provide an attestation of their criminal history to their employer and must be checked by their agency against the Sex Offender Registry. Pursuant to NYS Social Services Law Section 424-a(1)(b), those employees must also provide information to their agency for a database check against the NYS SCR.
- Respite and Emergency Respite providers who accept B2H waiver children into their foster home are required by NYS Social Service Law Section 378-a, to provide fingerprints to be sent by their agency to the OCFS Criminal Record History Unit for criminal history record checks. Also per NYS Regulation (18 NYCRR 435), they must provide information to their agency to be sent to the NYS SCR for a database check.
- Respite and Emergency Respite providers who provide care in a B2H waiver child's foster home must provide an attestation to their criminal history to their employing agency and must be checked by their agency against the Sex Offender Registry. Pursuant to NYS Social Services Law Section 424-a(1)(b), those employees must also provide information to their agency for a database check against the NYS SCR.

7 Applicant must state in the narrative it agrees to work with all other HCIAS when children move outside region as well as agree to serve enrolled children when they move into service region from other regions as stated in the B2H Program Manual, future updates of the B2H Program Manual, and other directives of OCFS.

8. Applicant must state in the narrative that it agrees to integrate the B2H Waiver Program with foster care services while children are in foster care, including when a child is placed with another foster care agency.

9. Applicant must demonstrate a commitment to cultural competency through a description of adequate staff training.

10. Applicant must state in the narrative that it agrees to provide necessary appropriate training of WSPs as specified in the B2H Program Manual.

11. Applicant must state in the narrative that it agrees to accept referrals from any LDSS in the region or DJJOY, to conduct appropriate screening activities for eligibility and enrollment in the B2H Waiver Program.

12. Applicant must submit the documentation requested below as well as state in the narrative that the applicant complies with all the requirements below:

- There shall be a Board of Directors of at least three members with the policy-making authority for the program and legal responsibility for its operation and management. Each member of the governing body shall be identified by name, address and current employer in the facility records. No one shall serve as both a member of the Board of Directors and of the paid staff of the applicant agency. There shall be an anti-nepotism policy so as to preclude the hiring of any new B2H employee who is related to a member of the Board of Directors or managing officer.
- Where required, applicant must be registered with the Department of Law/Charities Bureau of the New York State Office of Attorney General and must file a report annually. The applicant

must keep its Charities Bureau filings current and require all sub-contracted waiver service providers to also keep their filings up to date.

- Applicant must submit an independent audit report, which is to be prepared by a Certified Public Accountant. It must include financial statements prepared in accordance with Generally Accepted Accounting Principles, and contain the following documents: A Statement of Financial Position; A Statement of Activities; A Statement of Functional Expenses; and A Statement of Cash Flow.
- Applicant shall demonstrate that it complies with State and Federal laws requiring the production and submission of audit reports. If the applicant is subject to the requirements of the Single Audit Act, it must submit a copy of its most recent Single Audit report. The Single Audit Act (as amended) and its implementing policy, Office of Management and Budget (OMB) Circular A-133, require that entities expending more than \$500,000 per year in Federal awards will have a Single Audit performed. The Single Audit Report will include the four Statements noted above, as well as a Schedule of Expenditures of Federal Awards, and reports on internal control and compliance.
- Applicant must follow all of the OCFS procedures applicable to the B2H Waiver Program for determining Vendor Responsibility, including the review and verification of compliance with the *Vendor Responsibility Questionnaire Not For Profit Business Entity Form* (OCFS-7050) completed by the potential WSP agency and subsequent completion of the *Vendor Responsibility Determination Checklist* (OCFS-7051) and Vendor Responsibility Profile, including required signature. OCFS will provide technical assistance to the applicant in order to complete items #4 and #9 of the *Vendor Responsibility Determination Checklist* (OCFS-7051) for each potential WSP. HCIAs should send an email to Mimi.Weber@ocfs.state.ny.us requesting that OCFS Bureau of Waiver Management (BWM) review #4 and #9 on the Checklist. In this email, the applicant must identify the potential WSPs' legal, incorporated name and their Federal Employer Identification Number (FEIN). OCFS BWM will respond by email.

Applicants must submit a Vendor Responsibility Questionnaire online or on paper:

a. On-Line Submission of the Vendor Responsibility Questionnaire

1. HCIAs are invited to file the required Vendor Responsibility Questionnaire online through the Office of the State Comptroller (OSC) New York State VendRep System.
2. WSPs who choose to enroll in and use the OSC New York State VendRep System must print out and submit a hard copy of the questionnaire to the HCIA. HCIAs do not have the ability to review online questionnaire submissions on VendRep.

To enroll in and use the OSC New York State VendRep System all HCIAs may view the VendRep System Instructions available at [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at [helpdesk@osc.state.ny.us](mailto:helpdesk@osc.state.ny.us). The Not-For-Profit Questionnaire can be found in **Part II, Required Forms**, of this RFA.

The Online VendRep System offers the following benefits:

- The Questionnaire is valid for all State Agencies and only needs to be completed once every six (6) months, unless there is a change in the questionnaire responses.

- Ease of completion, filing, access to and submission of the vendor responsibility questionnaire. Efficiencies are multiplied for vendors who bid and contract with the State frequently or with multiple State agencies.
- The Questionnaire updates are easily filed by changing only those responses that require a change from the previously saved questionnaire.
- The questionnaire stores responses and information such as address, contact persons, key employees, and Federal ID. This eliminates the need to re-enter data for each subsequent questionnaire submission.
- Reduction of costs associated with paper documents including copying, delivery and filing.
- The Questionnaire information is secure and accessible online only to authorized vendor users. State agencies can only view certified and finalized questionnaires.
- The online VendRep Questionnaire will prompt the user if a question has not been answered or if a required attachment has not been submitted. This reduces the chance for errors in the completion of the Questionnaire.
- The completed Questionnaire can be printed out for records or submission of paper copy.

b. Submission of hard copy Vendor Responsibility Questionnaire (OCFS-7050) or (OCFS-7049):

1. HCIAAs who choose not to enroll in the online VendRep System are required to submit a hard copy of the *Vendor Responsibility Questionnaire Not-For Profit Business Entity Form OCFS-7050*.
2. WSPs who choose not to enroll in the online VendRep System are required to submit a hard copy of the *Vendor Responsibility Questionnaire Not-For Profit Business Entity Form OCFS-7050*, or the *Vendor Responsibility Questionnaire For -Profit Business Entity Form OCFS-7049*.)

When completing the Vendor Responsibility Determination Checklist (OCFS-7051) for items five and eight , please note the following instructions:

- Item 5 (IRS form 990) - If an audit report is not submitted by a potential WSP agency to the HCIA because the audit requirement is not applicable, the HCIA will request the potential WSP agency to submit its most recent IRS form 990, as well as interim financial statements for the previous six month period. The HCIA shall review those documents and immediately notify OCFS if those documents raise questions as to the subcontractor's fiscal viability or identify other problematic issues of a material nature. Not-for-profit organizations are required to submit an IRS form 990 (Return of Organization Exempt from Income Tax). For-profits do not submit a form 990. The latest form 990 filed can be accessed from the link in item 5 (Guidestar) of the Vendor Responsibility Determination Checklist. When reviewing form 990 it is important to review total revenue versus total expenses (excess or deficits) as well as total assets vs. total liabilities (net assets or fund balances). Excess, deficits, net assets or fund balances, restricted and unrestricted assets/fund balances are important factors to consider when determining vendor responsibility. Regardless of the percentage of the deficit, a determination should be made as to whether or not the organization can cover the deficit which can be ascertained by looking at the "Analysis of Changes in Net Assets or Fund Balances (Part III)".
- Item 8 (audited financial statements) is an important tool in determining the financial capacity component of vendor responsibility for all organizations. If a vendor is publicly traded, a review of the most recent annual report is required. If not publicly traded, a review of the most recently issued, and independently audited, annual financial report will address financial stability. Again it is important to review and consider total revenue versus total expenses as well as total assets vs. total liabilities when determining vendor responsibility. A calculation of both current and debt ratios may assist in determining financial capacity. The current ratio provides information about a vendor's ability to meet its short-term financial obligations. The higher the ratio the more liquid the organization). Current ratio is equal to current assets divided by current liabilities. If the current assets of an organization are more than twice the current liabilities, then that organization is generally considered to have good short-term financial strength. If current liabilities exceed current assets, then the organization may have problems meeting its short-term obligations. The debt ratio (total debt divided by total assets) provides an indication of the long-term solvency of the vendor. Unlike the current ratio that is only concerned with short-term assets and liabilities, the debt ratio measures the extent to which the vendor is using long term debt (lower number is better, but a number below 1 is best).

Prior to executing an agreement with a WSP subcontractor under the B2H Waiver Program, the applicant shall determine if the subcontractor complied with State and Federal laws for the most recent reporting period, as applicable, requiring the production and submission of audit reports. The applicant will also evaluate the subcontractor's fiscal viability and determine the circumstances relating to any significant audit findings reported or any independent accountant's opinion that is not an unqualified opinion. The applicant determines and notes any issues of noncompliance or fiscal viability, or other material issues.

**NEW YORK STATE  
OFFICE OF CHILDREN AND FAMILY SERVICES  
BOARD OF DIRECTORS PROFILE**

**Must be completed, signed** by the Board Chairperson, and included in application.  
See Instructions on Page 2 of this form.

AGENCY NAME: \_\_\_\_\_

Name, Address, and E-Mail	Current Occupation And Current Employer	Length Of Service & Position On The Board
1.		
2.		
3.		
4.		
5.		
6.		
7.		

The number of directors constituting the entire Board must not be less than three/Not-for-Profit Corp. L. s702sub (a). The Office advises a manageable number of Board Directors to assure maximum working effectiveness. Of this number, the Office recommends Board composition to include individuals with experience in, or access to, legal matters, financial management, real estate knowledge, and administrative capability and "consumer" representation.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairperson, Board of Directors

NEW YORK STATE  
OFFICE OF CHILDREN AND FAMILY SERVICES  
**Board Of Directors Profile**  
**Not-For-Profit Organizations**

**INSTRUCTIONS FOR BOARD OF DIRECTORS PROFILE FORM**

The Board of Directors Profile Form OCFS-4552, must be completed. This includes Name, Address, E-mail, Current Occupation and Employer, Length of Service and Position on the Board and Board Chairperson's signature and date.

The outlined points noted below must be followed with regard to the Board of Directors for Not-For-Profit Organizations.

- Be sure ALL columns are filled in for each Board Member; list both occupation and employer for each Board Member. If one or more Board Members are retired, or otherwise not employed (ex.: "Community Volunteer", or "Homemaker"), please note that status in the second column.
- Where the corporation is licensed by OCFS to operate residential facilities for victims of domestic violence, no board member (including non-voting, ex-officio members) of the corporation may be a paid employee of the applicant organization. This provision is non-waivable, and applies even if the contract in question is for an activity other than the operation of a residential facility for victims of domestic violence. If the Board of Directors Profile submitted lists a paid employee as a member of the Board of Directors, the contract cannot be approved until that individual is removed from the Board of Directors Profile.
- Only the chief executive officer (CEO) of a voluntary child-caring agency may serve as a non-voting member of the Board; other paid employees are subject to the same prohibition. No paid employee of a corporation requiring OCFS approval to incorporate may sit on the agency's Board, unless the individual is the CEO of a voluntary child-caring agency. There is no waiver available for this scenario. If the Board of Directors Profile for a voluntary child-caring agency submitted lists a paid employee other than the CEO as a member of the Board of Directors, the contract cannot be approved until that individual is removed from the Board of Directors Profile.
- Board members must avoid transactions involving the applicant organization in which they personally benefit or which create the appearance that they could personally benefit. Board members who are employed by government organizations must avoid situations in which they could use their official position or capacity for the benefit of the applicant organization or which create the appearance that they could use their official position or capacity for the benefit of the applicant organization. As such, social services district or other county employees, membership on a corporation's Board of Directors will be examined. OCFS will determine whether a conflict of interest or appearance of impropriety exists, and how, if at all, it can be rectified such that the individual can remain on the Board of Directors.
- For any board member employed by the local social services district or other county government agency whose Board of Directors services presents a potential conflict of interest or appearance of impropriety, a letter must be submitted with this application from the County Ethics Board, County Attorney or other appropriate local entity, stating that their service on the board does not constitute a conflict or otherwise violate applicable ethics provisions. OCFS will review the information submitted and advise the applicant organization accordingly. OCFS may request additional information in instances in which the potential for a conflict of interest or appearance of impropriety arises.
- You can attach a board listing, using a different form, as long as you use the OCFS form as your first page, entering "See Attached List": under number 1, and entering your agency name, date, and Board Chairperson's signature on the OCFS form.
- If you attach a board listing, using a different form, make sure all the required information on the OCFS form is conveyed on the attached form.

NEW YORK STATE  
OFFICE OF CHILDREN AND FAMILY SERVICES  
**Vendor Responsibility Questionnaire  
FOR-PROFIT BUSINESS ENTITY**

<b>BUSINESS ENTITY INFORMATION</b>				
LEGAL BUSINESS NAME:		EMPLOYER IDENTIFICATION NUMBER (EIN):		
ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		TELEPHONE NUMBER:	FAX NUMBER:	
E-MAIL:		WEBSITE:		
<b>AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE</b>				
NAME:		TELEPHONE NUMBER:	FAX NUMBER:	
TITLE:		E-MAIL:		
List any other DBA, Trade Name, Other Identity, or EIN used in the last five (5) years, the state or county where filed, and the status (active or inactive): (if applicable).				
TYPE	NAME	EIN	STATE OR COUNTY WHERE FILED	STATUS
<b>I. BUSINESS CHARACTERISTICS</b>				
<b>1.0 Business Entity Type – Please check appropriate box and provide additional information:</b>				
a) <input type="checkbox"/> Corporation (including PC)		Date of Incorporation:		
b) <input type="checkbox"/> Limited Liability Co. (LLC or PLLC)		Date Organized:		
c) <input type="checkbox"/> Limited Liability Partnership		Date of Registration:		
d) <input type="checkbox"/> Limited Partnership		Date Established:		
e) <input type="checkbox"/> General Partnership		Date Established:	County (if formed in NYS):	
f) <input type="checkbox"/> Sole Proprietor		How many years in business?		
g) <input type="checkbox"/> Other		Date Established:		
If Other, explain:				
<b>1.1 Was the Business Entity formed in New York State?</b>				<input type="checkbox"/> Yes <input type="checkbox"/> No
If “No” indicate jurisdiction where Business Entity was formed:				
<input type="checkbox"/> United States		State		
<input type="checkbox"/> Other		Country		
<b>1.2 Is the Business Entity currently registered to do business in New York State with the Department of State? Note: Select “Not Required” if the Business Entity is a sole Proprietor or General Partnership.</b>				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Required
If “No”, explain why the Business Entity is not required to be registered in New York State.				
<b>1.3 Is the Business Entity registered as a Sales Tax Vendor with the New York State Department of Taxation and Finance?</b>				<input type="checkbox"/> Yes <input type="checkbox"/> No
If “No”, explain and provide detail, such as “not required”, “application in process”, or other reason for not being registered.				
<b>1.4 Is the Business Entity publicly traded?</b>				<input type="checkbox"/> Yes <input type="checkbox"/> No

NEW YORK STATE  
OFFICE OF CHILDREN AND FAMILY SERVICES

**Vendor Responsibility Questionnaire  
FOR-PROFIT BUSINESS ENTITY**

**I. BUSINESS CHARACTERISTICS**

CIK Code or Ticker Symbol:		
1.5 Is the responding Business Entity a Joint Venture? Note: <i>If the Submitting Business Entity is a Joint Venture, also submit a questionnaire for each Business Entity comprising the Joint Venture.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
1.6 Does the Business Entity have a DUNS Number?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Enter DUNS Number:		
1.7 Is the Business Entity's Principal Place of Business/Executive Office in New York State? If "No" does the Business Entity maintain an office in New York State?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	
Provide the address and telephone number for one New York office:		
1.8 Is the Business Entity a New York State Certified Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE), New York State Small Business or a Federally Certified Disadvantaged Business Enterprise (DBE)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
If "Yes" check all that apply: <input type="checkbox"/> New York State Certified Minority Owned Business Enterprise (MBE) <input type="checkbox"/> New York State Certified Women Owned Business Enterprise (WBE) <input type="checkbox"/> New York State Small Business <input type="checkbox"/> Federally Certified Disadvantaged Business Enterprise (DBE)		
1.9 Identify Business Entity Officials and Principal Owners. For each person, include name, title and percentage of ownership, if applicable. <i>Attach additional pages if necessary.</i>		
NAME	TITLE	PERCENTAGE OWNERSHIP <i>(Enter 0% if not applicable)</i>

**II. AFFILIATES AND JOINT VENTURE RELATIONSHIPS**

2.0 Does the Business Entity have any Affiliates: <i>Attach additional pages if necessary.</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
AFFILIATE NAME:	AFFILIATE EIN (if available):	AFFILIATE'S PRIMARY BUSINESS ACTIVITY:
Explain relationship with the Affiliate and indicate percent ownership, if applicable (enter N/A, if not applicable):		
Are there any Business Entity Officials or Principal Owners that the Business Entity has in common with this Affiliate?		<input type="checkbox"/> Yes <input type="checkbox"/> No
INDIVIDUAL'S NAME:	POSITION/TITLE WITH AFFILIATE:	
2.1 Has the Business Entity participated in any Joint Ventures within the past three (3) years? <i>Attach additional pages if necessary</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
JOINT VENTURE NAME:	JOINT VENTURE EIN (if available):	IDENTIFY PARTIES TO THE JOINT VENTURE:

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<b>III. CONTRACT HISTORY</b>	
<b>3.0 Has the Business Entity held any contracts with New York State government entities in the last three (3) years?</b> If "Yes", complete the attached "Contract History List" at the end of this form.	<input type="checkbox"/> Yes <input type="checkbox"/> No

<b>IV. INTEGRITY – CONTRACT BIDDING Within the past five (5) years, has the Business Entity or any Affiliate</b>	
<b>4.0 been suspended or debarred from any government contracting process or been disqualified on any government procurement?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>4.1 been subject to a denial or revocation of a government prequalification?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>4.2 been denied a contract award or had a bid rejected based upon a finding of non-responsibility by a government entity?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>4.3 had a low bid rejected on a government contract for failure to make good faith efforts on any Minority Owned Business Enterprise, Women Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>4.4 agreed to a voluntary exclusion from bidding/contracting with a government entity?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>4.5 initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes", above provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

<b>V. INTEGRITY – CONTRACT AWARD Within the past five (5) years, has the business Entity or any Affiliate</b>	
<b>5.0 been suspended, cancelled or terminated for cause on any government contract?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>5.1 been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>5.2 entered into a formal monitoring agreement as a condition of a contract award from a government entity?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes", provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

<b>VI. CERTIFICATIONS/LICENSES Within the past five (5) years, has the business Entity or any Affiliate</b>	
<b>6.0 had a revocation, suspension or disbarment of any business or professional permit and/or license?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>6.1 had a denial, decertification, revocation or forfeiture of New York State certification of Minority Owned Business Enterprise, Women Owned Business Enterprise or federal certification of Disadvantaged Business Enterprise status, for other than a change of ownership?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes", provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

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<b>VII. LEGAL PROCEEDINGS</b> Within the past five(5) years, has the Business Entity or any Affiliate	
7.0 been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.1 been the subject of an indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.2 received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.3 had a government entity find a willful prevailing wage or supplemental payment violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.4 had any New York State Labor Law violation deemed willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.5 entered into a consent order with the New York State Department of Environmental Conservation, or Federal, State or local government enforcement determination involving a violation of federal, state or local environmental laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.6 other than the previously disclosed: (i) Been subject to the imposition of a fine or penalty in excess of \$1,000 imposed by any government entity as a result of the issuance of citation, summons or notice of violation, or pursuant to any administrative, regulatory, or judicial determination; or (ii) Been charged or convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes", provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

<b>VIII. LEADERSHIP INTEGRITY</b> Note: If the business Entity is a Joint Venture Entity, answer "N/A-Not Applicable" to questions 8.0 thru 8.4) Within the past five(5) years has any individual previously identified, any other Business Entity Leader not previously identified, or any individual having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation with New York State been subject to	
8.0 a sanction imposed relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.1 an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business related conduct:	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.2 an indictment, grant of immunity, judgment, or conviction of any business related conduct constituting a crime including, but not limited to, fraud, extortion, bribery, racketeering, price fixing, bid collusion or any crime related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.3 a misdemeanor or felony charge, indictment or conviction for: (i) any business-related activity including but not limited to fraud, coercion, extortion, bribe or bribe receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price fixing or collusive bidding; or (ii) any crime, whether or not business related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny?	<input type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> Yes <input type="checkbox"/> No
8.4 a debarment from any government contracting process?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes", provide an explanation of the issue(s), the individual involved, the government entity involved, the relationship to the submitting Business Entity, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

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IX. FINANCIAL AND ORGANIZATIONAL CAPACITY	
<b>9.0 Within the past five (5) years, has the Business Entity or any Affiliates received a formal unsatisfactory performance assessment(s) from any government entity on any contract?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes”, provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
<b>9.1 Within the past five (5) years, has the Business Entity or any Affiliates had any liquidated damages assessed over \$25,000?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes”, provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
<b>9.2 Within the past five (5) years, has the Business Entity or any Affiliates had any liens, claims or judgments (not including UCC filings) over \$25,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 90 days?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes”, provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the lien holder or claimant’s name, the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
<b>9.3 In the last seven (7) years, has the Business Entity or any Affiliates initiated or been the subject of any bankruptcy proceedings, whether or not closed, regardless of the date of filing, or is any bankruptcy proceeding pending?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes”, provide the Business Entity involved, the relationship to the submitting Business Entity, the Bankruptcy chapter number, the Court name, and the docket number. Indicate the current status of the proceedings as “Initiated,” “Pending” or “Closed” Provide answer below or attach additional sheets with numbered responses.	
<b>9.4 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any tax returns required by federal, state or local tax laws?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes”, provide the Business Entity involved, the relationship to the submitting Business Entity, the taxing jurisdiction (federal, state or other), the type of tax, the liability years, the tax liability amount the Business Entity failed to file/pay and the current status of the tax liability. Provide answer below or attach additional sheets with numbered responses.	
<b>9.5 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any New York State unemployment insurance returns?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes”, provide the Business Entity involved, the relationship to the submitting Business Entity, the years the Business Entity failed to file/pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
<b>9.6 During the past three (3) years, has the Business Entity or any Affiliates had any government audits?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>If “Yes” did any audit reveal material weaknesses in the Business Entity’s system of internal controls?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>If “Yes”, did any audit reveal non-compliance with contractual agreements or any material disallowance (if not previously disclosed in 9.6)?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each “Yes”, provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the government entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

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**X. FREEDOM OF INFORMATION LAW (FOIL)**

**10.0** Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL?  Yes  No

Indicate the question number(s) and explain the basis for the claim.

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**CERTIFICATION:**

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the State or its agencies or political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; and acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination, and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the items contained in the Questionnaire;
- has not altered the content of the question set in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of their knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments; if applicable;
- understands that New York State will rely on information disclosed in this Questionnaire when entering into a contract with the Business Entity; and
- is under obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the state's contracting entity or the Office of the State Comptroller prior to the award and/or approval of a contract, during the term of the contract.

**NAME OF BUSINESS/CONTRACTOR:**

(Legally Incorporated Name)

(Signature)

(Title)

(Date)

**NOTARIZATION:**

STATE OF NEW YORK

COUNTY OF ( ) SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known, who being sworn did depose and say that he/she

resides in \_\_\_\_\_; that he/she is the \_\_\_\_\_ of \_\_\_\_\_

Corporation described herein and which executed the above instrument; and that he/she signed his/her Name thereto by like order of the board of Directors of said Corporation.

My Commission Expires \_\_\_\_\_

(Notary Public)

(Date)

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**CONTRACT HISTORY LIST**

**FOR ALL CONTRACTS AND SUBCONTRACTS WITH ANY New York STATE GOVERNMENT ENTITIES DURING THE LAST 3 YEARS, PLEASE PROVIDE THE INFORMATION REQUESTED BELOW (SEE QUESTION # 3.0 ON PAGE 3 OF THIS FORM). (PHOTOCOPY AND ATTACH ADDITIONAL PAGES AS NECESSARY).**

<b>Public Agency Name:</b>	
Contract Number:	
Contract Amount:	
Program Name:	
Contract Term:	
Government Contact Person:	
Telephone Number:	
E-mail Address:	

<b>Public Agency Name:</b>	
Contract Number:	
Contract Amount:	
Program Name:	
Contract Term:	
Government Contact Person:	
Telephone Number:	
E-mail Address:	

<b>Public Agency Name:</b>	
Contract Number:	
Contract Amount:	
Program Name:	
Contract Term:	
Government Contact Person:	
Telephone Number:	
E-mail Address:	

<b>Public Agency Name:</b>	
Contract Number:	
Contract Amount:	
Program Name:	
Contract Term:	
Government Contact Person:	
Telephone Number:	
E-mail Address:	

<b>Public Agency Name:</b>	
Contract Number:	
Contract Amount:	
Program Name:	
Contract Term:	
Government Contact Person:	
Telephone Number:	
E-mail Address:	

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BUSINESS ENTITY INFORMATION				
LEGAL BUSINESS NAME:		EMPLOYER IDENTIFICATION NUMBER(EIN):		
ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		TELEPHONE NUMBER:	FAX NUMBER:	
E-MAIL:		WEBSITE:		
AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE				
NAME:		TELEPHONE NUMBER:	FAX NUMBER:	
TITLE:		E-MAIL:		
List any other DBA, Trade Name, Other Identity, or EIN used in the last five (5) years, the state or county where filed, and the status (active or inactive): (if applicable).				
TYPE	NAME	EIN	STATE OR COUNTY WHERE FILED	STATUS

I. BUSINESS CHARACTERISTICS		
<b>1.0 <input type="checkbox"/> Business Entity Type – Please check appropriate box and provide additional information:</b>		
a) <input type="checkbox"/> Corporation (including PC)	Date of Incorporation:	
b) <input type="checkbox"/> Limited Liability Co. (LLC or PLLC)	Date Organized:	
c) <input type="checkbox"/> Limited Liability Partnership	Date of Registration:	
d) <input type="checkbox"/> Limited Partnership	Date Established:	
e) <input type="checkbox"/> General Partnership	Date Established:	County (if formed in NYS):
f) <input type="checkbox"/> Sole Proprietor	How many years in business?	
g) <input type="checkbox"/> Other	Date Established:	
If Other, explain:		
<b>1.1 Was the Business Entity formed in New York State?</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No
If “No” indicate jurisdiction where Business Entity was formed:		
<input type="checkbox"/> United States	State	
<input type="checkbox"/> Other	Country	
<b>1.2 Is the Business Entity currently registered to do business in New York State with the Department of State? Note: Select “Not Required” if the Business Entity is a sole Proprietor or General Partnership.</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Required
If “No”, explain why the business Entity is not required to be registered in New York State.		
<b>1.3 Is the Business Entity registered as a Sales Tax Vendor with the New York State Department of Taxation and Finance?</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No
If “No”, explain and provide detail, such as “not required”, “application in process”, or other reasons for not being registered.		
<b>1.4 Is the Business Entity a Joint Venture? Note: if the submitting Business Entity is a Joint Venture, also submit a separate questionnaire for the Business Entity comprising the Joint Venture.</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No

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<b>I. BUSINESS CHARACTERISTICS</b>			
<b>1.5 Does the Business Entity have an active Charities Registration Number?</b>			<input type="checkbox"/> Yes <input type="checkbox"/> No
Enter Number:			
If Exempt/Explain:			Attach a copy of the application
If an application is pending, enter date of application:			
<b>1.6 Does the Business Entity have a DUNS Number?</b>			<input type="checkbox"/> Yes <input type="checkbox"/> No
Enter DUNS Number:			
<b>1.7 Is the Business Entity's Principal Place of Business/Executive Office in New York State?</b>			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "No", does the Business Entity maintain an office in New York State?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Provide the address and telephone number for one New York Office:			
<b>1.8 Is the Business Entity's principal place of business/Executive Office:</b>			
<input type="checkbox"/> Owned			
<input type="checkbox"/> Rented Landlord Name (if "rented")			
<input type="checkbox"/> Other Provide explanation (if "other")			
Is space shared with another Business Entity?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Name of other Business Entity:			
Address:			
City:	State:	Zip Code:	Country:
<b>1.9 Is the Business Entity a Minority Community Based Organization (MCBO)?</b>			<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>1.10 Identify current Key Employees of the Business Entity. Attach additional pages if necessary.</b>			
NAME:		TITLE:	
NAME:		TITLE:	
NAME:		TITLE:	
<b>1.11 Identify current Trustees/Board Members of the Business Entity. Attach additional pages if necessary.</b>			
NAME:		TITLE:	
NAME:		TITLE:	
NAME:		TITLE:	
<b>II. AFFILIATES AND JOINT VENTURE RELATIONSHIPS</b>			
<b>2.0 Does the Business Entity have any Affiliates?: Attach additional pages if necessary.</b>			<input type="checkbox"/> Yes <input type="checkbox"/> No
(If no proceed to Section III)			
AFFILIATE NAME:	AFFILIATE EIN (if available):	AFFILIATES PRIMARY BUSINESS ACTIVITY:	
Explain relationship with the Affiliate and indicate percent ownership, if applicable (enter N/A, if not applicable):			
Are there any Business Entity Officials or Principal Owners that the Business Entity has in common with this Affiliate?			<input type="checkbox"/> Yes <input type="checkbox"/> No
INDIVIDUAL'S NAME:		POSITION/TITLE WITH AFFILIATE:	

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<b>III. CONTRACT HISTORY</b>	
<b>3.0 Has the Business Entity held any contracts with New York State government entities in the last three (3) years?</b> If "Yes" complete the attached "Contract History List" at the end of this form.	<input type="checkbox"/> Yes <input type="checkbox"/> No

<b>IV. INTEGRITY – CONTRACT BIDDING Within the past five(5) years, has the Business Entity or any Affiliate</b>	
<b>4.0 been suspended or debarred from any government contracting process or been disqualified on any government procurement?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>4.1 been subject to a denial or revocation of a government prequalification?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>4.2 been denied a contract or had a bid rejected based upon a finding of non-responsibility by a government entity?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>4.3 agreed to a voluntary exclusion from bidding/contracting with a government entity?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>4.4 initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes" answer above provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

<b>V. INTEGRITY – CONTRACT AWARD Within the past five(5) years, has the Business Entity or any Affiliate</b>	
<b>5.0 been suspended, cancelled or terminated for cause on any government contract?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>5.1 been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>5.2 entered into a formal monitoring agreement as a condition of a contract award from a government entity?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes", provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

<b>VI. CERTIFICATIONS/LICENSES</b>	
<b>6.0 Within the past five (5) years, has the business Entity or any Affiliate had a revocation, suspension or disbarment of any business or professional permit and/or license?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes", provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

<b>VII. LEGAL PROCEEDINGS Within the past five(5) years, has the Business Entity or any Affiliate</b>	
<b>7.0 been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>7.1 been the subject of an indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>7.2 received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No

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VII. LEGAL PROCEEDINGS Within the past five (5) years, has the Business Entity or any Affiliate	
7.3 had any New York State Labor Law violation deemed willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.4 entered into a consent order with the New York State Department of Environmental Conservation, or a Federal, State or local government enforcement determination involving a violation of federal, state or local environmental laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.5 other than the previously disclosed: (i) Been subject to the imposition of a fine or penalty in excess of \$1,000 imposed by any government entity as a result of the issuance of citation, summons or notice of violation, or pursuant to any administrative, regulatory, or judicial determination; or (ii) Been charged or convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes", provide an explanation of the issue(s), the business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

VIII. LEADERSHIP INTEGRITY <i>Note: If the Business Entity is a Joint Venture Entity, answer "N/A-Not Applicable" to questions 8.0 thru 8.4).</i> Within the past five (5) years has any individual previously identified, any other Key Employees not previously identified, or any individual having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation with New York State been subject to:	
8.0 a sanction imposed relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.1 an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.2 an indictment, grant of immunity, judgment, or conviction of any business related conduct constituting a crime including, but not limited to, fraud, extortion, bribery, racketeering, price fixing, bid collusion or any crime related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.3 a misdemeanor or felony charge, indictment or conviction for: (i) any business-related activity including but not limited to fraud, coercion, extortion, bribe or bribe receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price fixing or collusive bidding; or (ii) any crime, whether or not business related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.4 a debarment from any government contracting process?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
For each "Yes", provide an explanation of the issue(s), the individual involved, the government entity involved, the relationship to the submitting Business Entity, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

NEW YORK STATE  
OFFICE OF CHILDREN AND FAMILY SERVICES

**Vendor Responsibility Questionnaire  
NOT-FOR-PROFIT BUSINESS ENTITY**

<b>IX. FINANCIAL AND ORGANIZATIONAL CAPACITY</b>	
<b>9.0 Within the past five (5) years, has the Business Entity or any Affiliates received any formal unsatisfactory performance assessment(s) from any government entity on any contract?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
If <b>"Yes"</b> , provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the Government Entity involved, relevant dates, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
<b>9.1 Within the past five (5) years, has the Business Entity or any Affiliates had any liquidated damages assessed over \$25,000?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
If <b>"Yes"</b> , provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
<b>9.2 Within the past five (5) years, has the Business Entity or any Affiliates had any liens, claims or judgments over \$15,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 120 days?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
If <b>"Yes"</b> , provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the lien holder or claimant's name(s), the amount of the lien(s) claim(s), or judgment(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
<b>9.3 Within the last seven (7) years, has the Business Entity or any Affiliates initiated or been the subject of any bankruptcy proceedings, whether or not closed, regardless of the date of filing, or is any bankruptcy proceeding pending?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
If <b>"Yes"</b> , provide the Business Entity involved, the relationship to the submitting Business Entity, the Bankruptcy Chapter Number, the Court name, and the Docket Number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.	
<b>9.4 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any tax returns required by federal, state or local tax laws?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
If <b>"Yes"</b> , provide the Business Entity involved, the relationship to the submitting Business Entity, the taxing jurisdiction (federal, state or other), the type of Tax, the Liability year(s), the Tax Liability amount the Business Entity failed to file/pay and the current status of the Tax Liability. Provide answer below or attach additional sheets with numbered responses.	
<b>9.5 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any New York State unemployment insurance returns?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
If <b>"Yes"</b> , provide the Business Entity involved, the relationship to the submitting Business Entity, the year(s) the Business Entity failed to file/pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
<b>9.6 During the past three (3) years, has the Business Entity or any Affiliates had any government audits?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>If "Yes" did any audit reveal material weaknesses in the Business Entity's system of internal controls?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>If "Yes", did any audit reveal non-compliance with contractual agreements or any material disallowance (if not previously disclosed in 9.6)?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each <b>"Yes"</b> , provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the Government Entity involved, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

NEW YORK STATE  
OFFICE OF CHILDREN AND FAMILY SERVICES

**Vendor Responsibility Questionnaire**  
**Not-FOR-PROFIT BUSINESS ENTITY**

**X. FREEDOM OF INFORMATION LAW (FOIL)**

**10.0** Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.

Yes  No

Indicate the question number(s) and explain the basis for the claim.

NEW YORK STATE  
OFFICE OF CHILDREN AND FAMILY SERVICES

**Vendor Responsibility Questionnaire  
Not-FOR-PROFIT BUSINESS ENTITY**

**CERTIFICATION**

The undersigned recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the State or its agencies or political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; and acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the items contained in the Questionnaire;
- has not altered the content of the question set in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of their knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments; if applicable;
- understands that New York State will rely on information disclosed in this Questionnaire when entering into a contract with the Business Entity; and
- is under obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the state's contracting entity or the Office of the State Comptroller prior to the award an/or approval of a contract, or during the term of the contract.

**NAME OF BUSINESS/CONTRACTOR:**

(Legally Incorporated Name)

(Signature)

(Title)

(Date)

**NOTARIZATION:**

STATE OF NEW YORK

COUNTY OF ( ) SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known, who being sworn did depose and say that he/she

resides in \_\_\_\_\_; that he/she is the \_\_\_\_\_

of \_\_\_\_\_

Corporation described herein and which executed the above instrument; and that he/she signed his/her name thereto by like order of the board of Directors of said Corporation.

My Commission Expires \_\_\_\_\_

(Notary Public)

(Date)

NEW YORK STATE  
OFFICE OF CHILDREN AND FAMILY SERVICES

**Vendor Responsibility Questionnaire  
NOT-FOR-PROFIT BUSINESS ENTITY**

**CONTRACT HISTORY LIST**

FOR ALL CONTRACTS AND SUBCONTRACTS WITH ANY New York STATE GOVERNMENT ENTITIES DURING THE LAST 3 YEARS, PLEASE PROVIDE THE INFORMATION REQUESTED BELOW (SEE QUESTION # 3.0 ON PAGE 3 OF THIS FORM). (PHOTOCOPY AND ATTACH ADDITIONAL PAGES AS NECESSARY).

<b>Public Agency Name:</b>	
Contract Number:	
Contract Amount:	
Program Name:	
Contract Term:	
Government Contact Person:	
Telephone Number:	
E-mail Address:	

<b>Public Agency Name:</b>	
Contract Number:	
Contract Amount:	
Program Name:	
Contract Term:	
Government Contact Person:	
Telephone Number:	
E-mail Address:	

<b>Public Agency Name:</b>	
Contract Number:	
Contract Amount:	
Program Name:	
Contract Term:	
Government Contact Person:	
Telephone Number:	
E-mail Address:	

<b>Public Agency Name:</b>	
Contract Number:	
Contract Amount:	
Program Name:	
Contract Term:	
Government Contact Person:	
Telephone Number:	
E-mail Address:	

<b>Public Agency Name:</b>	
Contract Number:	
Contract Amount:	
Program Name:	
Contract Term:	
Government Contact Person:	
Telephone Number:	
E-mail Address:	

NEW YORK STATE  
OFFICE OF CHILDREN AND FAMILY SERVICES  
**Vendor Responsibility Determination Checklist**  
*COMPLETE FOR ALL CONTRACT TRANSACTIONS*

<b>Contract #</b>		
<b>Program Manager</b>		
<b>VERIFICATION</b>	<b>PROGRAM MANAGER: REQUIRED METHODS TO VERIFY RESPONSIBILITY QUESTIONNAIRE INFORMATION</b>	<b>CONTRACT REQUIREMENT</b>
1. _____	The vendor must be incorporated or authorized to do business in New York State. Program Managers can use the NYS Department of State Corporations Web Site to verify this information. <a href="http://appsex8.dos.state.ny.us/corp_public/corpsearch.entity_search_entry">http://appsex8.dos.state.ny.us/corp_public/corpsearch.entity_search_entry</a>	All Contract Transactions
2. _____	If the vendor is a not-for-profit corporation, unless they are exempt from filing, they must register and file a Charities Registration Statement annually with the Department of Law/Charities Bureau to receive a Charities Registration Number. NYS Attorney General website: <a href="http://bartlett.oag.state.ny.us/Char_Forms/search_charities.jsp">http://bartlett.oag.state.ny.us/Char_Forms/search_charities.jsp</a> . Written documentation from the charities Bureau that the contractor is up-to-date in their filings must be submitted through an e-mail or confirmation letter. <a href="mailto:Charities.Bureau@oag.state.ny.us">Charities.Bureau@oag.state.ny.us</a>	All Contract Transactions
3. _____	If the contract is with an organization that provides child care services, a copy of the summary of violations page from the OCFS website must be included if there are any violations, and any violations must be addressed in the Profile. <a href="http://www.ocfs.state.ny.us/ccfs_facilitysearch/">http://www.ocfs.state.ny.us/ccfs_facilitysearch/</a>  If the contract is with a DV, Adoption or Foster Care provider (unless applying to be a Health Care Integration Agency), and rates are regulated by OCFS, refer to rate setting reports below; indicate the link used to verify vendor status. If the vendor has a rate, skip number 5 and 8. <input type="checkbox"/> <a href="http://www.ocfs.state.ny.us/main/rates/FosterCare/Rates/FC-Voluntary07-07.pdf">http://www.ocfs.state.ny.us/main/rates/FosterCare/Rates/FC-Voluntary07-07.pdf</a> <input type="checkbox"/> <a href="http://www.ocfs.state.ny.us/adopt/acqymenu.asp">http://www.ocfs.state.ny.us/adopt/acqymenu.asp</a>	All Contract Transactions
4. _____	The OCFS Fiscal Sanction List must be checked to determine whether the vendor is in a sanction status. The list can be found on the following site: <a href="http://ocfs.state.nyenet/admin/ofm/Contracts/Sanction/">http://ocfs.state.nyenet/admin/ofm/Contracts/Sanction/</a>	All Contract Transactions
5. _____	The IRS 990 form or comparable Tax Form document must be reviewed and pages 1-4 of the IRS 990 must be attached if available, to determine the organization's fiscal viability. The IRS 990 form can be obtained from the Guidestar website <a href="http://www.guidestar.org/">http://www.guidestar.org/</a> or the Economic Research Institute website: <a href="http://www.eri-nonprofit-salaries.com/index.cfm?FuseAction=NPO.Search">http://www.eri-nonprofit-salaries.com/index.cfm?FuseAction=NPO.Search</a>	All Contract Transactions
6. _____	The Google News site <a href="http://www.Google.com/news">www.Google.com/news</a> or other similar search engines must be checked to determine if there are any Legal, performance or integrity issues.	All Contract Transactions
7. _____	The New York State Department of Taxation and Finance requires submittal of forms ST-220-CA and ST-220-TD for the purpose of the collection of the remittance of sales tax. Contracts classified as grants are exempt from this requirement.	Non-Grant Contract Transactions Over \$100,000
8. _____	Financial statements must be reviewed to determine fiscal responsibility and maintained by the Program Office. If a vendor is publicly traded, a review of the most recent annual report is required. If not publicly traded, a review of the most recently issued, and independently audited, annual financial report will address financial stability. The RFP Template must have language requiring the submission of Financial Statements. Check the Google web site or <a href="http://finance.yahoo.com/">http://finance.yahoo.com/</a>	Contract Transactions \$100,000 and Over
9. _____	Check the Audit and Quality Control list of audited contracts and list for A-133 Single Audit Reports to determine if there is a record of poor performance. The following website should be used: <a href="http://fnpcfs0a1a\groupshares\InternalControl\ContractMonitoring\index.htm">http://fnpcfs0a1a\groupshares\InternalControl\ContractMonitoring\index.htm</a>	Contract Transactions Over \$50,000
10. _____	Workers Compensation and disability Benefits Insurance Coverage site must be checked to see if the vendor has a current policy. <a href="http://www.wcb.state.ny.us/content/ebiz/icempcovsearch/icempcovsearch_overview.jsp">http://www.wcb.state.ny.us/content/ebiz/icempcovsearch/icempcovsearch_overview.jsp</a>	Contract Transactions Over \$50,000
11. _____	The vendors past performance with OCFS and other State agencies in addition to any audit issues must be reviewed. The OCFS contract template includes a form for vendors to list all government funds. The program manager must evaluate the performance of the OCFS contractors with due diligence.	Contract Transactions Over \$50,000

**VENDOR RESPONSIBILITY PROFILE**  
**Completed By Health Care Integration Agency (HCIA) for**  
**Waiver Service Providers (WSP)**

**PART I - CONTRACT INFORMATION**

<b>1. Agency Name:</b>	
<b>2.. Contract No. or Purchase Order No.:</b>	
<b>3. Vendor Name:</b>	<input type="checkbox"/> <b>Prime Contractor</b> <input type="checkbox"/> <b>Subcontractor</b>
<b>4. Vendor Federal EIN:</b>	<b>5. Contract Amount</b>
<b>6. Description of Contract:</b>	
<b>7. Responsibility Determination:</b>	<input type="checkbox"/> <b>Responsible</b> <input type="checkbox"/> <b>Non-Responsible</b>
<b>8. Issues Disclosed or Found:</b>	<input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>Yes (List and describe resolution in Question 9)</b>
<p><b>9. Issue Detail:</b> <i>For each issue</i> found by the agency or disclosed by the vendor, describe the issue and its resolution.</p> <p><b>Note:</b> In the "Resolution" field, include OCFS's assessment of the issue, its relevance to the vendor's responsibility for this procurement, and any corrective or mitigating actions taken by the agency or vendor in response to the issues (attach additional pages if necessary).</p>	

Issue Description	Resolution
1.	
2.	
3.	
4.	

**Completed By Health Care Integration Agency (HCIA) for  
Waiver Service Providers (WSP)**

**PART II - VENDOR DISCLOSURE AND AGENCY PROCESS**

G-221 states “agencies must affirmatively require disclosure by the proposed contractor of all information that the agency reasonably deems relevant to a determination of responsibility.”

**14. Vendor Disclosure**

Please identify the items of disclosure **provided by the vendor**. Check all that apply and attach all pertinent information.

- Hard Copy of Online OSC VendRep Questionnaire
- Solicitation Document Responses
- Financial Statements
- Vendor Correspondence
- Other Vendor disclosure

Describe:

**15. Agency Process**

Describe the steps **taken by the Health Care Integration Agency** to determine vendor responsibility including consideration of the vendor disclosures identified above, and the independent agency research such as Internet sources, agency records and internal and external agency communication.

Utilized OCFS Vendor Responsibility Checklist

**Completed By Health Care Integration Agency (HCIA) for  
Waiver Service Provider (WSP)**

**AGENCY RESPONSIBILITY CERTIFICATION**

**Vendor Name:** \_\_\_\_\_

**HCIA CERTIFICATION**

The Health Care Integration Agency (HCIA) or applicant HCIA has undertaken an affirmative review of the proposed Waiver Service Provider's (WSP) responsibility in accordance with the standards outlined in comptroller's Bulletin No. G-221, and based upon such review and to the best of its knowledge, has reasonable assurance that the proposed WSP is:

Responsible     Non-Responsible

**Health Care Integration  
Agency Signature:**

**X**

**Print  
Name:**

**Title:**

**Date:**

Responsible     Non Responsible

NEW YORK STATE  
OFFICE OF CHILDREN AND FAMILY SERVICES

**QUALIFICATION FORM**

*BRIDGES TO HEALTH (B2H) HOME & COMMUNITY BASED SERVICES MEDICAID WAIVER PROGRAM*

**INSTRUCTION:** Complete one OCFS-8034 Form for the Health Care Integration Agency (HCIA) and each Waiver Service Provider Agency (WSP).

**1. IDENTIFICATION OF APPLICANT/HCIA:**

AGENCY NAME:			
ADDRESS:	CITY:	STATE:	ZIP CODE:
AGENCY CONTACT PERSON:		PHONE #:	

**2. PROPOSED WAIVER SERVICE PROVIDER:**

NAME OF APPLICANT/HCIA OR WAIVER SERVICE PROVIDER UNDER SUBCONTRACT WITH APPLICANT/HCIA:			
AGENCY ADDRESS:			
CITY:	STATE:	ZIP CODE:	PHONE #:
NAME OF WAIVER SERVICE PROVIDER CONTACT:			

**3. B2H SERVICES TO BE PROVIDED BY APPLICANT/HCIA OR PROPOSED WSP: *(Check all that apply)***

<input type="checkbox"/> Health Care Integration	<input type="checkbox"/> Family/Caregiver Supports and Services
<input type="checkbox"/> Skill Building	<input type="checkbox"/> Crisis Avoidance, Management and Training
<input type="checkbox"/> Day Habilitation	<input type="checkbox"/> Immediate Crisis Response Services
<input type="checkbox"/> Prevocational Services	<input type="checkbox"/> Intensive In-Home Supports and Services
<input type="checkbox"/> Special Needs Community Advocacy and Support	<input type="checkbox"/> Crisis Respite
<input type="checkbox"/> Planned Respite	<input type="checkbox"/> Adaptive and Assistive Equipment
<input type="checkbox"/> Supported Employment Services	<input type="checkbox"/> Accessibility Modifications

**4. LIST ALL CURRENT MEDICAID LICENSES, CONTRACTS, APPROVED PROGRAMS, AND CERTIFICATIONS (INCLUDE MEDICAID NUMBERS WHERE APPROPRIATE)**

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**5. BRIEFLY DESCRIBE OTHER AFFILIATIONS DEMONSTRATING AGENCY EFFECTIVENESS IN INTERAGENCY COOPERATIVE VENTURES:**

**6. BRIEFLY DESCRIBE THE AGENCY'S ABILITY TO PROVIDE THE SELECTED B2H SERVICES TO CHILDREN WITH SERIOUS EMOTIONAL DISTURBANCE (SED), INCLUDING CHILDREN IN FOSTER CARE:**

**7. BRIEFLY DESCRIBE THE AGENCY'S ABILITY TO PROVIDE THE SELECTED B2H SERVICES TO CHILDREN WITH DEVELOPMENTAL DISABILITIES (DD), INCLUDING CHILDREN IN FOSTER CARE:**

**8. BRIEFLY DESCRIBE THE AGENCY'S ABILITY TO PROVIDE THE SELECTED B2H SERVICES TO CHILDREN WITH MEDICAL FRAGILITY (MED F), INCLUDING CHILDREN IN FOSTER CARE:**

[Empty response area for describing agency's ability to provide B2H services to children with medical fragility and those in foster care.]

CHIEF EXECUTIVE OFFICER DESIGNEE:	DATE:
CHIEF EXECUTIVE OFFICER DESIGNEE SIGNATURE: <b>X</b>	

NEW YORK STATE  
OFFICE OF CHILDREN AND FAMILY SERVICES  
BIDDER IDENTIFICATION FORM

firm/Provider:		Address:		City:	State:	Zip:
Employer ID Number (required):			Additional PIN:		If Outside USA	
					Province	Country
Authorized Person:			Title:		E-Mail Address:	
Telephone: ( ) -		Fax: ( ) -		Signature:		Date:

**Organization Type**

**Check one answer for each question** This information is required for reporting purposes and to assure equal opportunity to bid.

1. **Type of Firm:**  
 Corporation       Partnership       Proprietorship       Joint Venture
  2.  For-Profit       Not-For-Profit Provider       Municipality
  3. Meets definition of "Small Business Concern"       Yes       No
  4.  MBE \*       Women-Owned Business\*       Neither
- If MBE Please check one of the following:**
- Black       Hispanic       Asian/Pacific Islander       American/Alaskan Indian
- \* If checked, is your organization certified as a For-Profit Minority or Women-Owned Business by New York State?  
 Yes       No

**Bidders are hereby notified that if their principle place of business is located in a state that penalizes New York vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act of 1994 amendments (Chapter 684, Laws of 1994) require that they be denied placement on bidders mailing lists and contracts for which they would otherwise obtain. Bidders of construction services must be denied the award of a contract if their principle place of business is located in a state that discriminates or imposes a preference against New York State firms jurisdiction.**

A current list of states which penalize New York State firms is available from the Procurement Assistance Unit, New York State Empire State Development, Albany, New York 518-292-5250.

**Instructions:**

A **Not for Profit Corporation** is defined as an incorporated organization chartered for other than Profit-making activities. Most such organizations are engaged in charitable, educational, or other civic or humanitarian activities although they are not restricted to such activities.

A **Small Business Concern** is defined as a business which is resident in New York State, Independently owned and operated, not dominant in its field, and employs one hundred or less persons. A Not-For-Profit organization may be considered a Small Business Concern if it meets the preceding criteria.

A **Minority Business Enterprise (MBE)** is defined as any business which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by, **United States (U.S.)** citizens or permanent resident aliens who are:

- a. Black persons having origins in any of the black African racial groups; and/or
- b. Persons of Mexican, Puerto Rican, Dominican, Cuban, other Caribbean island, Central South American origin and /or national or community identification, whether of indigenous, Hispanic, Portuguese, French, Dutch, or other descent and regardless of race; and/or
- c. Asian and Pacific Islander persons having origins in any of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands; and/or
- d. American Indian or Alaskan Native person having origins in any of the origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification; and such ownership interest is real substantial and continuing. The minority ownership must have and exercise the authority to independently control the business decisions of the entity.

A **Minority Community Based Organization (MCBO)** is defined as a Not-For-Profit, local human service organization that has its origins in the geographic area comprised of one or more neighborhoods that it serves. A representative MCBO is therefore keenly aware of community needs as well as local resources to meet those needs. Generally, the governing bodies and personnel of community-based organizations reflect the racial, ethnic and cultural make-up of the community being serviced. A MCBO is characterized by majority representation of American Indians, Asian Americans, Blacks and/or Hispanics in both policy formulation and decision making regarding management, service delivery and staffing reflective of the area that it serves.

A **Woman-owned Business Enterprise (WBE)** is defined as any business enterprise which is at least fifty-one percent owned by, or in the case of publicly owned business, at least fifty-one percent of the stock of which is owned by citizens or permanent aliens who are woman. Such ownership interest must be real, substantial and continuing. The Women-Owned Ownership must have and exercise the authority to independently control the business decisions of the entity. (To meet the definition of an MBE or WBE, a Non-Profit organization must be controlled by a Board of Directors consisting of at least fifty-one percent minority individuals or women, respectively.)

**NEW YORK STATE CERTIFIED MINORITY or WOMAN OWNED BUSINESS** – Limited to For-Profit organizations which have been certified by the New York State Empire State Development as meeting the criteria for a Minority or Women Owned Business. Contact the New York State Empire State Development, Division of Minority and Women's business Development at 212-803-2414 or 518-292-5250 for certification assistance.

New York State  
Office of Children and Family Services

**Non-Discrimination/Non-Sectarian Compliance**

**Agency Name**

- |  | <u>Yes</u>               | <u>No</u>                |
|--|--------------------------|--------------------------|
| a. According to the Certificate of Incorporation, are the organization's purposes sectarian? (For example, is the organization a corporation organized under the religious corporation law or a corporation which has a corporate purpose to serve a particular religious group or to promote the doctrine of a particular religion in general?) | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Are any of the proposed services in your project sectarian in nature?   | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Does the organization have as its goal the furthering of any sectarian purpose?   | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Are the services to be provided by sectarian staff? (e.g. Clergy)   | <input type="checkbox"/> | <input type="checkbox"/> |
| e. Are services being delivered in a building owned by a sectarian organization?   | <input type="checkbox"/> | <input type="checkbox"/> |
| f. Are services direct educational services in connection with a school?   | <input type="checkbox"/> | <input type="checkbox"/> |
| g. Will the proposed services be provided on the basis of race, religion, color, national origin or sex?   | <input type="checkbox"/> | <input type="checkbox"/> |
| h. What is the target population of the organization?  |                          |                          |

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- i. What will the organization do if individuals who are not part of your target population ask for services?

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- j. Will the organization serve, either through direct services or referrals, all who request assistance?

**If the answer(s) to any of the questions a-e, or g, are "yes", then justify why you should be funded below.**

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**ORGANIZATION INFORMATION**

For statistical purposes, check yes or no for each of the following items as it relates to your organization.

- |                         |                              |                             |                      |                              |                             |
|-------------------------|------------------------------|-----------------------------|----------------------|------------------------------|-----------------------------|
| Non-Profit Organization | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Women-Owned Business | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Minority Business       | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Municipality         | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Small Business          | Yes <input type="checkbox"/> | No <input type="checkbox"/> |                      |                              |                             |

New York State  
Office of Children and Family Services

M/WBE SUBCONTRACTORS AND SUPPLIERS  
LETTER OF INTENT TO PARTICIPATE FORM

<b>Prime Contractor Information</b>	
<b>Contractor Name:</b> (Prime Contractor Business Name)	<b>Address:</b>
<b>Application/Contract Number:</b>	<b>Federal ID Number:</b>
<b>Contract Scope of Work:</b> (Enter services, supplies, commodities to be provided or purchased)	

<b>M/WBE Subcontractor/Supplier Information</b>	
<b>M/WBE Name:</b> (Subcontractor Business Name)	<b>Contact Person:</b>
	<b>Federal ID Number</b> (If Applicable)
<b>Address:</b>	<b>Telephone</b> ( ) -
<b>Designation</b> (Check any that Apply)  <input type="checkbox"/> MBE – Subcontractor <input type="checkbox"/> MBE – Supplier <input type="checkbox"/> WBE – Subcontractor <input type="checkbox"/> WBE – Supplier	
Are you a NYS M/WBE Certified by the NYS Empire State Development Corp?  <input type="checkbox"/> Yes <input type="checkbox"/> No	

<b>Joint Venture Section</b> (Complete <b>ONLY</b> if you are in a Joint Venture)	
<b>Name:</b>	<b>Federal ID Number:</b>
<b>Address:</b>	<input type="checkbox"/> MBE <input type="checkbox"/> WBE

**Work/Services to be Provided by M/WBE Subcontractor/Supplier**

Please specify in detail below, the particular items of work or services to be performed, and the materials or supplies to be purchased, including the cost for each, and the expected Contract start and completion dates for such work.

- Work/services to be performed:

Cost:

- Materials/Supplies to be purchased:

Cost:

- Date Supplies Ordered:
- Date Supplies Delivered:
- Date Application/Contract to Start:
- Date Application/Contract to Complete:

**M/WBE Subcontractor/Supplier "Agreement/Signature" Section**

This is to certify that the undersigned will enter into a formal agreement with the Prime Contractor to provide the work/services, at the cost and start/completion dates stated in the above "**Work/Services To Be Provided**" Section. The undersigned will enter into a formal agreement for the above work with the Contractor, ONLY upon the Contractor's execution of a contract with the OCFS. The above work will not be further subcontracted without the express written permission of the Contractor, and notification to OCFS.

\_\_\_\_\_  
**Signature of M/WBE Subcontractor/Supplier**

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

\_\_\_\_\_  
**Printed/Typed Name of M/WBE Subcontractor/Supplier**

New York State  
Office of Children and Family Services  
**SUBCONTRACTING UTILIZATION FORM**

**To Be Completed by Contractor**

<b>Contractor Name:</b>	<b>Contact Person:</b>
<b>Address:</b>	<b>Telephone:</b> ( ) -

<b>Project Name/RFA Title:</b>	<b>Contract Amount:</b>
<b>Project Location:</b>	
<b>Description of Goods/Services/Supplies to be Provided:</b>	

**Subcontracting/Purchasing with Majority Vendors:**  
(Enter anticipated total % of dollar amount to be spent with majority vendors (non-minority))

**Participation Goals Anticipated:**  
(Enter anticipated total % of dollar amount to be spent with identified MBEs and/or WBEs at the start of the Contract)

**Participation Goals Achieved:**  
(Enter Actual total % of dollar amount spent with identified MBEs and/or WBEs at the close of the Contract)

**List of Subcontractors/Suppliers:**

Firm Name and Address	Description of Services/Supplies	Amount	Date of Subcontract	Identify Whether MBE or WBE and if NYS Certified
				<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> NYS Certified
				<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> NYS Certified
				<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> NYS Certified

**Contractors Agreement:**  
My firm proposes to use the M/WBEs listed above.

\_\_\_\_\_ (Signature of Contractor)      \_\_\_\_\_ (Printed Name)      \_\_\_\_\_ (Date)

**To be Completed by OCFS Contract Manager**

<b>OCFS Contract Manager:</b>	<b>Telephone:</b> ( ) -	
<b>Contract Number:</b>	<b>Contract Amount:</b>	
<b>Date of Bid:</b> (date RFA submitted)	<b>Date Let:</b> (date RFA awarded contract)	<b>Completion Date</b> (Contract end date)

<b>FOR EODD USE ONLY</b>		
<b>Reviewed By:</b> _____	<b>Date:</b> _____	<b>M/WBE Firms:</b> <input type="checkbox"/> Certified <input type="checkbox"/> Not Certified

NEW YORK STATE  
OFFICE OF CHILDREN AND FAMILY SERVICES  
PROJECT STAFFING PLAN FORM

DATE: 

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Company/Grantee Information					
Company/Agency Name:	Contact Person:				
Address:	Title: <span style="float: right;">Telephone:</span>				
Is Agency Not-For-Profit? <input type="checkbox"/> Yes <input type="checkbox"/> No <span style="margin-left: 50px;">Federal ID#/NYS Payee ID#</span> <span style="margin-left: 50px;">Contract #:</span> <span style="float: right;">Prime Contract <input type="checkbox"/> Sub-Contract <input type="checkbox"/></span>					
Reporting Period:	From: <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table> To: <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table> <span style="float: right; margin-right: 20px;">OCFS Program Area:</span>				

**Staffing Plan Information**

**NOTE: Determination of ethnicity of staff can be made by observation – Use your professional judgment in terms of where staff fall into the below listed categories**

TITLE CATEGORY	TOTAL WORK FORCE	TOTAL WORK FORCE BY:		BLACK		HISPANIC		ASIAN/PACIFIC ISLANDER		ALASKAN/NATIVE AMERICAN		WHITE (NOT OF HISPANIC ORIGIN)		DISABLED		VIETNAM ERA VETERAN	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F		
Officials/Administrators																	
Professionals																	
Technicians																	
Para-Professionals																	
Administrative Support (Clerical)																	
Skilled Craftworkers																	
Service Maintenance																	
TOTAL																	
Total By Percentage	N/A	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%

NEW YORK STATE  
OFFICE OF CHILDREN AND FAMILY SERVICES  
**SCHEDULE A - WAIVER SERVICE PROVIDER COMMITMENT FORM**  
*BRIDGES TO HEALTH (B2H) HOME & COMMUNITY BASED SERVICES MEDICAID WAIVER PROGRAM*

**INSTRUCTION:** Complete one OCFS-8035 Form for the Health Care Integration Agency (HCIA) and each Waiver Service Provider Agency (WSP).

**1. IDENTIFICATION OF APPLICANT/HEALTH CARE INTEGRATION AGENCY (HCIA):**

AGENCY NAME:			
ADDRESS:	CITY:	STATE:	ZIP CODE:
AGENCY CONTACT PERSON:		PHONE #:	

**2. PROPOSED WAIVER SERVICE PROVIDER:**

NAME OF APPLICANT/HCIA OR WAIVER SERVICE PROVIDER UNDER SUBCONTRACT WITH APPLICANT/HCIA:			
AGENCY ADDRESS:			
CITY:	STATE:	ZIP CODE:	PHONE #:
NAME OF WAIVER SERVICE PROVIDER CONTACT:			

**3. INDICATE ON THE NEXT PAGE WITH THE ASSOCIATED NUMBER, WHICH SERVICE(S) WILL BE OFFERED BY THIS PROPOSED WSP.**

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>1. Skill Building</li> <li>2. Day Habilitation</li> <li>3. Prevocational Services</li> <li>4. Special Needs Community Advocacy and Support</li> <li>5. Planned Respite</li> <li>6. Supported Employment Services</li> <li>7. Family/Caregiver Supports and Services</li> </ul> | <ul style="list-style-type: none"> <li>8. Crisis Avoidance, Management and Training</li> <li>9. Immediate Crisis Response Services</li> <li>10. Intensive In-Home Supports and Services</li> <li>11. Crisis Respite</li> <li>12. Adaptive and Assistive Equipment</li> <li>13. Accessibility Modifications</li> </ul> |
|---|---|

List by number the Service to be provided	* Address(es) of structured settings where the WSP will provide the B2H Waiver Service	Will the WSP serve the entire B2H region (Yes/No)? <u>If No</u> , list the counties or geographic areas that will be served by the provider.	Which B2H Waiver Type?	What is your Service Capacity:
			<input type="checkbox"/> SED <input type="checkbox"/> DD <input type="checkbox"/> MED F	
			<input type="checkbox"/> SED <input type="checkbox"/> DD <input type="checkbox"/> MED F	
			<input type="checkbox"/> SED <input type="checkbox"/> DD <input type="checkbox"/> MED F	
			<input type="checkbox"/> SED <input type="checkbox"/> DD <input type="checkbox"/> MED F	
			<input type="checkbox"/> SED <input type="checkbox"/> DD <input type="checkbox"/> MED F	
			<input type="checkbox"/> SED <input type="checkbox"/> DD <input type="checkbox"/> MED F	
			<input type="checkbox"/> SED <input type="checkbox"/> DD <input type="checkbox"/> MED F	
			<input type="checkbox"/> SED <input type="checkbox"/> DD <input type="checkbox"/> MED F	

\*B2H Waiver Services are intended to be provided primarily in the child's home and community (such as a school, library, or church). Some services may be provided in more structured settings outside of the child's home and community (for example, Day Habilitation service at the local disability services organization). When services are to be provided in these structured settings, indicate the address(es) in this column.

CHIEF EXECUTIVE OFFICER DESIGNEE:	CHIEF EXECUTIVE OFFICER DESIGNEE SIGNATURE: <b>X</b>	DATE:
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PROVIDER AGREEMENT  
FOR THE BRIDGES TO HEALTH (B2H)  
HOME AND COMMUNITY BASED SERVICES WAIVERS

**This AGREEMENT is hereby made between the New York State Office of Children and Family Services with offices at 52 Washington Street, Rensselaer, New York, hereinafter referred to as OCFS, and \_\_\_\_\_ with offices at \_\_\_\_\_ New York, hereinafter referred to as the Health Care Integration Agency (HCIA), a foster care agency also meeting one of the representations set forth in Article A, subsection 5 of this Agreement.**

WHEREAS, Social Services Law §366(12) authorized the New York State Department of Health (DOH) to apply to the federal government for a federal "1915(c)" waiver(s) for children in foster care who are residents of New York State under the age of twenty-one years, who are eligible for care in a medical institution, and who:

- (i) have a diagnosis of mental illness, as such term is defined in subdivision twenty of section 1.03 of the mental hygiene law;
- (ii) have a diagnosis of a developmental disability, as such term is defined in subdivision twenty-two of section 1.03 of the mental hygiene law;
- (iii) have a diagnosis of mental retardation, as such term is defined in subdivision twenty-one of section 1.03 of the mental hygiene law;
- (iv) have a physical disability;
- (v) have a substance or drug abuse condition; or
- (vi) have a learning disability;

and who: have had the responsibility for their care and placement transferred to the commissioner of a social services district, or to OCFS as adjudicated juvenile delinquents under article three of the family court act where placement is in a non-secure setting of 12 beds or less, known as a "Home and Community Based Services Waiver" (Waiver), and

WHEREAS, DOH with the assistance of OCFS applied for three Waivers for children in foster care and children discharged from foster care in the populations of seriously emotionally disturbed, developmentally disabled, and medically fragile (Waivers), and

**WHEREAS, the federal government acting through the Center for Medicare and Medicaid Services (CMS) has duly approved the Waivers under section 1915(c) of the Social Security Act, and**

**WHEREAS, OCFS and DOH have implemented the Waivers, and have determined at this time to allow enrollment of children in foster care who meet the requirements for enrollment in the Waiver program, and**

**WHEREAS, OCFS duly issued a Request for Applications (RFA) seeking health care integration agencies (HCIAS) to which the HCIA responded, and was issued this provider agreement by OCFS, and**

**WHEREAS, OCFS has issued a B2H Program Manual that sets forth procedures for implementing the terms of this Provider Agreement, which may be amended from time to time, and**

**WHEREAS, OCFS has provided instructions to each Local Department of Social Services (LDSS) and**

**WHEREAS OCFS through its Division of Juvenile Justice and Opportunity for Youth (DJJOY) has B2H responsibilities for children who have been placed with OCFS which include, but are not be limited to timeframes for requiring the LDSS to act on child application enrollment packages submitted by the HCIA and included these instructions in the B2H Program Manual, but does not include determining Medicaid eligibility, and excludes responsibility for entering data in the OCFS CONNECTIONS computer system, and excludes medically fragile children, and to the extent that OCFS has the aforesaid responsibilities, it shall be included in the meaning and use of the term "LDSS" and**

WHEREAS, LDSS, or OCFS, have custody of children in foster care and are therefore responsible for providing or arranging for appropriate care and treatment (Social Services Law § 398), and may have the ability to consent to medical care (Social Services Law §'s 383-b, 384-a) while children are in their care and custody, and LDSSs have the responsibility for Medicaid eligibility determinations, and

WHEREAS, children enrolled in the Waivers have the opportunity to receive Waiver services after discharge from foster care until age 21 as long as they remain Medicaid eligible, Waiver-eligible, the Waiver services are required by the plan of care, and, in the case of children who qualify for the Waiver for children with serious emotional disturbances have entered the Waiver prior to their eighteenth birthday, and

WHEREAS, OCFS is authorized by Sections 20(2)(b) and 34(3)(d) of the Social Services Law to supervise social services work as administered by a local unit of government, including the LDSS, and

WHEREAS, OCFS has assigned Regions within the State of New York for the conduct of the B2H Waiver program and the HCIA has been authorized by OCFS to act as a B2H health care integration agency for all the B2H Waivers and in the B2H Region(s) designated in the application of the HCIA in response to the RFA issued by OCFS, and

WHEREAS, the responsibilities of the LDSS and the HCIA may overlap and since the LDSSs have certain exclusive responsibilities as set forth below, in the B2H Program Manual and in guidance issued by OCFS regarding these Waivers as follows:

1. The LDSS continues to be responsible for the child's foster care case plan and its management. Children who are evaluated and not accepted into a Waiver program shall be referred for services in their community by the LDSS.
2. The LDSS, when making referrals to the HCIA, provides documentation of Medicaid eligibility, relevant health care information, including documentation of a Waiver-eligible diagnosis, provides access to CONNECTIONS and a signed Release of Information form.
3. The LDSS is responsible for making the enrollment decisions for all children applying for a Waiver and annual reauthorizations for the children's participation in a Waiver. This responsibility shall continue after an enrollee is discharged from foster care until the enrollee's participation in the Waiver is terminated due to lack of Waiver eligibility.
4. The LDSS provides information to enrollees and potential enrollees regarding the Waivers as required in the B2H Program Manual.
5. The LDSS reviews the service needs and the cost of services that may be provided to each child when making enrollment decisions. The LDSS manages slot utilization and waitlists for the B2H Waiver for children with serious emotional disturbance (B2H-SED) and OCFS manages slot utilization and waitlists for the other Waivers except in the City of New York where the slot utilization and waitlists for all B2H Waivers are managed by the Administration for Children's Services. OCFS (QMS) will manage the slot utilization and waitlist for B2H DD waiver.
6. The LDSS assists in resolving concerns/grievances/complaints that are raised by a child and/or the child's medical consentor.
7. The LDSS shall continue to be responsible for the provision and payment of eligible medical services provided under the State plan. In the case of a child in foster care, the LDSS may delegate responsibility for the provision of State Plan medical services to an authorized voluntary agency with whom the child is placed.
8. LDSS shall continue to be responsible for annual eligibility determinations for Medical Assistance as set forth in the B2H Program Manual and other directives of OCFS.

Now, therefore, it is agreed as follows:

#### A. Representations

1. The Parties agree that the procedures for the HCIA implementing the provisions herein shall be further defined in the B2H Program Manual that was a part of the RFA. It is also agreed that the OCFS may amend the B2H Program Manual from time to time as needed and the B2H Program Manual as amended shall apply and be considered a part hereof.
2. The applications for Waivers made to the CMS for Home and Community Based Services for children in foster care in the B2H Waiver program under section 1915(c) of the Social Security Act, the appendices thereto and all written modifications and the RFA shall apply and are hereby incorporated into this agreement.
3. In the event that the aforesaid Waivers are amended, the Parties agree that said amendment shall apply to this agreement.
4. The HCIA represents that it is a duly licensed foster care provider in settings of 12 beds or less and has met all requirements for the safety of the children placed with it and agrees to maintain that license and meet all requirements for the safety of the children including section 378(a) of the Social Services law regarding criminal background checks.
5. The HCIA represents that it meets the criteria of one of the following:
  - a. The HCIA represents that it is duly authorized under article 31 of the Mental Hygiene Law (MHL) as a residential treatment facility, community residence or family based treatment provider and shall maintain that authorization; OR.
  - b. The HCIA represents that it is duly authorized under article 16 of the MHL as a clinic or intermediate care facility for the mentally retarded, community residence, family care program, or an individualized residential alternative and shall maintain that authorization; OR.
  - c. The HCIA represents that it is duly authorized under article 28 of the Public Health Law (PHL) as a hospital or clinic and shall maintain that authorization; OR.
  - d. The HCIA represents that it has a contract with the Department of Health, or the Office of Mental Health or the Office of Mental Retardation and Developmental Disabilities to provide home and community-based services to children with disabilities.The HCIA agrees to notify OCFS immediately if there is a change in the status of its license or contract noted above.
6. OCFS represents that it has been designated by the DOH, the single state agency for the administration of the title XIX Medicaid State Plan, to administer and operate for children in its custody the Home and Community Based Services Waivers for children in and subsequently discharged from foster care granted under section 1915(c) of the Social Security Act, approved on July 19, 2007 and identified by the following numbers: 0469 (B2H SED), 0470 (B2H DD) and 0471 (B2H MedF).
7. The HCIA represents that it has provided to OCFS letters of support from 51 percent or more of the LDSS in the B2H region to be served.

#### B. Responsibilities of the HCIA

##### **Network of Service Providers**

1. The Waivers must be implemented in strict accordance with the applications approved by CMS and follow procedures found in the OCFS B2H Program Manual and the Program Manual as amended. The HCIA shall perform all the responsibilities set forth herein and set forth in the Waiver applications and the B2H Program Manual as responsibilities of an HCIA.
2. The HCIA agrees to maintain its standing as an enrolled provider on the eMedNY system. It agrees to comply with the disclosure requirements set forth at 42 C.F.R. §455.105(b). The HCIA agrees to comply with the rules, regulations and official directives of the DOH pertaining to Medicaid Providers including but not limited to Part 504 of 18 NYCRR.
3. Unless the HCIA provides the Waiver services directly to children, as set forth in Focus III of Appendix H of the Waiver applications, the HCIA has sub-contracted with or agrees to subcontract with providers of the services set forth in the Waiver Applications. The HCIA agrees to sub-contract with a sufficient number of service providers within the B2H Region it is authorized to serve so as to provide, in

combination with the services the HCIA itself is providing, the needed services to all of the children enrolled in the Waiver(s) and who have chosen the HCIA as its Health Care Integrator (HCI). The services provided through sub-contracts and directly have been established prior to the enrollment of the first child in any B2H Waiver within the HCIA's designated B2H Region. The HCIA agrees to gather data on whether there are sufficient numbers of providers and report to OCFS quarterly.

The HCIA is responsible for recruitment of and contracting with service providers, on an open-enrollment, ongoing basis, so as to guarantee a sufficient number of Waiver service providers to address the needs of the enrollees choosing the HCIA. The HCIA also agrees to interview potential Waiver service providers that an enrolled child and/or medical consentor or caregiver identifies as a possible Waiver service provider. If the service provider identified by an enrollee is available to provide Waiver services, the HCIA shall determine if the provider is approvable and, if approvable, shall submit a recommendation to OCFS for enrollment as a B2H service provider in accordance with the procedures set forth herein and in accordance with the procedures set forth in the B2H Program Manual. The HCIA is responsible for training the service provider on Waiver policies and procedures and for monitoring the services and quality of care provided by the subcontracted Waiver service providers. The requirements for training and monitoring the service providers are set forth in the three B2H Waiver Applications and the B2H Program Manual.

5. As provided in Focus III of Appendix H of the Waiver applications, the HCIA shall determine that all Waiver service providers in their employ or under contract possess the requisite capacity, skills, competencies and qualifications to effectively support children enrolled in a Waiver program. The HCIA shall require that appropriate employees of a Waiver service provider have self-disclosed any criminal record that they may have, that their backgrounds have been checked against the State Sex Offender Registry and that it is appropriate that they are engaged directly in the care and supervision of children. The Waiver service provider shall bear the cost associated with these checks.
6. The HCIA agrees that any subcontract with a B2H services provider shall comply with the B2H Model Subcontract (Agreement for Purchase of Bridges to Health Waiver Services) issued by OCFS and any other conditions established by OCFS.
7. The HCIA agrees to comply with all clauses for the audit, monitoring, and review of the Waiver service provider set forth in a subcontract with the Waiver services provider.

#### **Care of Children- Enrollment Activities**

8. In order to comply with Focus I as set forth in Appendix H of the Waiver applications that individuals have ready access to home and community-based services and supports in their communities, the HCIA accepts every child who is referred to them from any LDSS/OCFS in the B2H Region it serves for purposes of evaluating the child for potential Waiver enrollment and for preparing the enrollment package for those children determined likely to be eligible for participation in a B2H Waiver program.
9. The HCIA provides the child and/or the child's medical consentor with assistance when applying for the B2H Waiver program. During the initial interview, the HCIA offers the potential Waiver child and/or medical consentor the assistance of a translator to interpret the Understanding of the Waiver Process form into the child's primary language and/or the primary language of the child and/or medical consentor. During the initial interview, the HCIA is required to provide a list of available health care integrators (HCIs) from which the child and/or the child's medical consentor may choose. The child and/or the medical consentor have the ability to change the HCI consistent with the B2H Program Manual or other directives of OCFS.
10. The HCIA accepts the materials and information provided by the referring LDSS in the format prescribed in the B2H Program Manual for purposes of the evaluation and enrollment package preparation and completion in the required format and timeframes prescribed in the B2H Program Manual.
11. For purposes of said evaluation, the HCIA meets with each such child and/or the child's medical consentor. The HCIA completes an Enrollment Packet as described in the B2H Program Manual that includes, at a minimum, a completed level-of-care determination, a preliminary Individualized Health Plan (IHP) for the child and completed required forms. The enrollment packet contains all the requirements set forth in the Program Manual as developed by OCFS and provided to the HCIA. However, if the Level of Care determination demonstrates that the child does not meet the required level of care for admission to the B2H Waiver program, then completion of the IHP and enrollment packet is

not necessary, but the HCIA shall immediately notify LDSS of the Level of Care determination and indicate the reasons, as laid out in the B2H Program Manual.

12. In the case of initial application for the B2H Developmental Disability Waiver, the local OMRDD Developmental Disabilities Services Organization (DDSO) is responsible for determining if a child has a developmental disability and evaluating the level of care the child needs. The HCIA works with the local OMRDD Developmental Disabilities Services Organization (DDSO).
13. The HCIA in the course of such evaluation provides the child and/or the child's medical consentor with all required information concerning the rights that must be disclosed to children as set forth in appendix H of the Waiver applications, including Medicaid due process and civil and human rights; the right to freedom of choice between medical institutional care and home and community based Waiver services; to choose among B2H service providers; to receive English translation services, if applicable; to child-centered planning; to register grievances and complaints; participant safeguards; and any other disclosure required under the Waiver applications. The HCIA is required to retain all written agreements with each participating child and/or medical consentor, including the written agreement that acknowledges the child's and/or medical consentors choice to participate in all aspects of the Waiver program, and to request their voluntary participation in any and all phases of data collection required by OCFS or the provider agency to satisfy any Federal and state reporting requirements. Records that the HCIA is required to maintain, if not specified herein, are specified in the B2H Program Manual.
14. The HCIA sends to the LDSS, or OCFS if the child in the care and custody of OCFS, its recommendation as to whether the child is eligible to participate in a Waiver program. The recommendation is supported by all necessary documentation as specified in the B2H Program Manual or other directives of OCFS to permit the LDSS or OCFS to make a decision on the child's eligibility. The recommendation is sent within 60 days of the agency's referral of the child to the HCIA for evaluation.
15. The HCIA performs an annual re-evaluation of the child's eligibility to participate in a Waiver program and the child's IHP for each child that has chosen it as its provider of health care integration. The need for such annual re-evaluation is monitored by the HCIA and the preparation of the re-evaluation follows the procedures set forth in the B2H Program Manual or as modified at the direction of OCFS. The HCIA submits necessary documentation 30 days prior to the eligibility expiration date.
16. The HCIA shall advise the LDSS of the child's inability to continue to participate in a Waiver program and recommend that the child be disenrolled from the Waiver utilizing the process and forms defined by OCFS in the B2H Program Manual. Examples of circumstances demonstrating that a child is unable to continue to participate in the waiver are set forth in the B2H Program Manual.
17. The HCIA monitors and reports program and fiscal data as required by OCFS and set out in the Waiver applications, B2H Program Manual, and other guidance to the HCIA. HCIA reporting requirements include, but are not limited to, the following reports.
  - QUARTERLY REPORTS to the OCFS Bureau of Waiver Management (and others as indicated)
    - a. Tracking information about referrals made to the HCIA. The reports will include the following:
      - Number of referrals received by the HCIA;
      - Appropriate vs. inappropriate referrals;
      - Reasons for a referral being inappropriate; and
      - The time required to set up each appointment to meet the potential Waiver child and/or medical consentor. It is expected that setting up this appointment will be accomplished within two weeks of receiving the referral.
    - b. Serious Reportable Incidents. This report from the Serious Reportable Incident Committee organized by the HCIA includes the number of incidents involving the HCIA or a Waiver service provider in the network of the HCIA and the Waiver providers' response to these serious reportable incidents.
    - c. Waiver budgets that include the average cost for all children enrolled in a Waiver program for whom the HCIA is providing health care integration services as indicated by the eMedNY system through claims reports. This report also is submitted by the HCIA to the LDSS.
    - d. Data concerning the sufficiency of the numbers of providers in the network of the HCIA, any areas where additional providers would improve access to services, and how these factors impact the policy and procedures which directly affect service delivery. This report also is submitted to the appropriate OCFS Quality Management Specialist.
    - e. The HCIA shall maintain a system for tracking when IHPs are due and will report to the OCFS Bureau of Waiver Management if an IHP is not submitted timely.

- ANNUAL REPORT

The HCIA shall submit to OCFS an Annual Report that identifies trends or best practices that will assist the HCIA with implementing training and other activities needed to address concerns regarding the B2H Waivers.

- OTHER REPORTS

B2H service providers, including the HCIA, are required to document any medication errors committed by the service provider, and are required to report such errors to OCFS upon request..

## Services

18. The HCIA is required to accept and serve Waiver children transferred to them as a result of a court or LDSS/OCFS ordered change in placement, or a change in the child's county of residence.
19. As required by Focus II of Appendix H of the Waiver applications, the HCIA through its Health Care Integrator (HCI) is responsible for developing an IHP of Waiver services for each child enrolled in a Waiver program. The HCI is responsible for working with the child and/or medical consentor to develop the IHP. In developing the IHP, the goals, needs and preferences of the child and/or medical consentor are to be given due consideration, and the IHP shall also be based upon appropriate assessments. The HCIA shall provide the child and/or medical consentor with a list of approved HCIs employed by the HCIA and provide an opportunity for them to select an HCI. The HCIA is responsible for providing the child and/or medical consentor with objective information regarding the type of Waiver services available and the approved providers of each service. The HCIA is responsible for requiring that the child and/or medical consentor sign a Health Care Integrator Selection form during the application process, indicating that he or she has been informed of all approved providers within their region. The HCIA shall notify the child and/or the child's medical consentor that by signing the IHP, each child and/or medical consentor is acknowledging that the IHP represents his/her desired outcomes. The HCI is responsible for informing the child and/or medical consentor about his/her opportunity to choose and/or change providers and assisting the child and/or medical consentor to do so.
20. The HCIA provides the child and/or medical consentor with the OCFS toll-free B2H consultation line.
21. As required by Focus I as set forth in Appendix H of the Waiver applications, the HCIA initiates services promptly after the individual is determined eligible and selects a Waiver program. The HCIA implements and updates the IHP for each child enrolled in a Waiver and chosen by the child and/or the child's medical consentor as its health care integrator annually and more frequently as needed. In so doing, the HCIA arranges for the services for the child as set forth in the IHP approved by the LDSS or OCFS.
22. The HCIA provides all necessary health care integration services and planning as defined in the Waiver applications and B2H Program Manual. In so doing, the HCIA meets with the child enrolled in a Waiver program and the child's caregiver at least twice in a full calendar month. At least one face-to-face contact occurs in the child's home each month. As set forth in Focus II of Appendix H of the Waiver Applications, on an annual basis and at any time when the B2H services set forth in the IHP are revised, the health care integrator convenes a meeting to review the IHP and revise as necessary. The meeting must include the child and/or medical consentor and anyone he/she chooses and may include any party designated by the HCI, including but not limited to the caregiver of the child, Waiver service providers and the case planner, if applicable. Any changes to the amount, frequency, duration or addition of Waiver services must be approved by LDSS. Additional contacts required are detailed in the attached B2H Program Manual.
23. The HCIA conducts baseline assessments and periodic reassessments using the Child and Adolescent Needs and Strengths (CANS) B2H and at intervals specified in the B2H Program Manual. The HCI and the HCIA monitor annual completion of the CANS B2H web-based training.
24. For each child enrolled in a Waiver and chosen by the child and/or the child's medical consentor as its health care integrator, the HCIA develops a transition plan in a form specified by OCFS. The HCIA develops the transition plan sufficiently in advance of said transition date so as to provide for its timely and proper implementation. The HCIA must notify the New York State Office of Mental Retardation and Developmental Disabilities (OMRDD) of aging-out of a child enrolled in the B2H DD Waiver at least 18 months prior to the date of termination of the child's participation in the B2H DD Waiver due to age. The HCIA must send to OMRDD such information regarding the child as specified in the B2H Program Manual. The HCI must invite the OMRDD DDSO to participate in discharge planning activities for

children enrolled in the B2H Developmental Disabilities Waiver program 18 months prior to an expected discharge due to aging out.

25. The HCIA engages qualified staff to provide health care integration as defined in the Waiver applications to each child duly enrolled in a Waiver and who has chosen the HCIA as its health care integration provider. The HCIA shall supervise said staff and provide all necessary training for HCIA and Waiver service provider staff that is not otherwise provided by OCFS. Certificates of attendance and pre- and post-training testing shall be part of training provided by the HCIA. The B2H Program Manual sets forth training requirements needed for compliance with the B2H Waiver philosophy and goals.
26. The HCIA through its utilization review and quality management functions expressly reviews the HCI's activities and the impact on the IHP and the best interests of the child enrolled in a Waiver program. As set forth in Focus II of Appendix H of the Waiver applications, HCIs are responsible for the ongoing review of all IHPs to determine if the services described in the IHP are being delivered as stated. It is the responsibility of the HCI to act in a timely manner with the child and/or medical consentor to make needed changes in the type and/or amount of services received. As part of the quality management function and as set forth in Focus VI of appendix H of the Waiver applications, the HCIA shall conduct a Waiver participant satisfaction survey, on at least an annual basis for each child receiving services which shall include services delivered by a subcontractor.
27. As set forth in appendix G-2 of the Waiver applications, the HCIA and its subcontractors are not authorized at any time to use restraints or restrictive interventions of any kind during the provision of B2H services. Use of such restraints or interventions constitutes a B2H serious reportable incident.

### **HCIA Administrative Responsibilities**

28. In order to comply with the information and referral activities set forth in Focus I of Appendix H of the Waiver applications that individuals and families can readily obtain information concerning the availability of the Waivers and the application process, the HCIA provides outreach services and publicity in the B2H Region it serves in order to make the public aware of the existence and benefits available to children in foster care, as outlined in the Program Manual. The HCIA is responsible for tracking information about referrals made to them and sending the reports to OCFS.
29. As set forth in Focus II of Appendix H of the Waiver applications, the HCIA is responsible for the review all IHPs for completeness, focusing on issues of health and welfare, the inclusion of the child's goals, and the need for the Waiver and each service requested. In doing the review, the HCIA shall review the IHPs to verify that the frequency of health care integration matches the child's needs. The HCIA shall monitor the child's well-being, health status, and the effectiveness of the Waiver in enabling the individual to achieve his/her personal goals. This shall include a review to determine if the child's feedback is included in the HCI's reports or the child's record.
30. As required by and set forth in Appendices D and H of the Waiver applications, the HCIA agrees to structurally separate its service delivery responsibilities from its administrative responsibilities.
  - The Health Care Integration function of the HCI and supervisors shall report to a cabinet or executive level manager who does not have responsibility for other B2H Waiver programs and services.
  - The Health Care Integration function cannot be provided by staff who also deliver or manage other B2H Waiver services.
  - For an HCI who functions in another non-B2H capacity, the HCIA is responsible for verifying qualifications of the HCI and maintaining sufficient records to properly allocate costs of the B2H and non-B2H functions of the HCI.
  - HCIA quality management functions will be discharged by staff that have no role in B2H service delivery and no role in assisting in the development of a B2H Waiver enrollment package. Further, HCIA quality management staff will report to a senior manager who has no service delivery responsibility and who does not report to an executive who oversees service delivery.
  - The HCI will be responsible for providing unbiased and comprehensive information to the child and/or medical consentor about available services and service providers. Waiver applicants will be informed that, if enrollment is approved, they will have multiple opportunities and support to help them select a HCIA agency and HCI. They will be informed of all HCIAS that are authorized in their communities and that they are under no obligation to remain with the HCIA that assisted in developing their B2H Waiver enrollment package.

- The HCIA agrees to establish any other safeguards to structurally separate its service delivery responsibilities from its administrative responsibilities as directed by OCFS.
31. As set forth in Focus IV of Appendix H of the Waiver applications, the HCIA establishes a process and policy for the reporting of serious incidents to OCFS in accordance with the Waiver applications and the B2H Program Manual as part of its systematic safeguards to protect children from critical incidents and other life-endangering situations.
  32. As set forth in Focus V of appendix H of the Waiver applications, the HCIA establishes a process whereby a child duly enrolled in a Waiver and for whom the HCIA is providing the health care integration service, and/or the child's family or medical consentor may file grievances in accordance with Appendices of the Waiver applications, federal and state rules and procedures, and the B2H Program Manual.
  33. As set forth in Focus VI of appendix H of the Waiver applications, the HCIA maintains documentation of child specific outcomes. Such documentation shall be in the form of standardized outcomes and measurements as prescribed by OCFS. The HCIA agrees to participate at the request of an LDSS, OCFS, DOH or CMS in any and all program evaluation and monitoring activities. This shall include but not be limited to reports, monitoring visits, satisfaction surveys, and child specific outcomes activities.
  34. The HCIA agrees to be available to attend Fair Hearings as may be required by OCFS, DOH, OTDA or the LDSS. In addition, the HCIA shall obtain the agreement of its subcontractors that they must also be available to attend such Fair Hearings as outlined in the B2H Model Subcontract (Agreement for Purchase of Bridges to Health Waiver Services).
  35. The HCIA agrees to record B2H documentation in the OCFS CONNECTIONS computer system in the form and manner as required by OCFS in the B2H Program Manual and other directives of OCFS and to make all required entries in a timely and accurate manner.
  36. As set forth in Focus VII of Appendix H of the Waiver application, the HCIA trains each subcontractor's staff in the effective and efficient use of Waiver services and clarifies policies. The HCIA agrees to send its employees to any mandated training provided by OCFS. The HCIA obtains the consent of any subcontractor that its employees will also attend any mandated training provided by OCFS.
  37. The HCIA agrees to observe section 378-a of the Social Services Law for its employees and providers of respite services. Further, the HCIA agrees to obtain from each employee who will be engaged directly in the care and supervision of one or more children applying for or enrolled in a Waiver, a sworn statement indicating whether, to the best of their knowledge, they have ever been convicted of a misdemeanor or a felony crime in any jurisdiction. The HCIA also agrees to perform a background check of such employees against the State Sexual Offender Register and to determine whether it is appropriate that the employee is engaged directly in the care and supervision of children and whether to employ such person, consistent with guidelines issued by OCFS.
  38. HCIA Quality Management staff function is discharged by staff that have no role in the Waiver service delivery, as set forth in the Waiver Applications.
  39. The HCIA agrees to notify OCFS of any material change in the disclosures set forth in its proposal including but not limited to its financial ability to perform under this agreement, any criminal conviction of a member of the Board of Directors, any disqualification of a member of the Board of Directors or disqualification or involuntary termination of the HCIA from any government program.
  40. The HCIA agrees to maintain records for specified periods as outlined in the B2H Program Manual.
  41. When an annual re-authorization for participation in a Waiver program is required for a child who has been discharged from foster care, the HCIA forwards the documents for such re-authorization to the LDSS where the child resides, or to OCFS for children who entered an OCFS B2H Waiver slot.
  42. As set forth in Focus IV of appendix H of the Waiver applications, the HCIA agrees to establish safeguards to protect and support children enrolled in a Waiver program. In addition, HCIA agrees to require each Waiver service provider to be responsible for creating and maintaining disaster plans and sharing these plans with the child and/or medical consentor.
  43. As set forth in Focus V of appendix H of the Waiver applications, the HCIA is responsible for having the child and/or medical consentor review and sign a copy of the Waiver Participant's Rights Form on an annual basis. The HCIA must provide a copy of this form to each of its Waiver service providers to the child and the form must be maintained by such Waiver provider.
  44. As set forth in Focus VII of appendix H of the Waiver applications, the HCIA provides OCFS with information about any barriers or problems that may prevent the Waiver from reaching its stated goals.

Said report shall be made immediately upon discovery. If said report is made orally, it shall immediately be followed by a written report.

45. The HCIA agrees to cooperate with OCFS reviews of the records of the HCIA and other documentation to determine if service providers and HCIA service providers meet qualifications and are in compliance with program requirements and to implement corrective action as directed by OCFS. Failure to comply may result in termination of this Agreement by OCFS.
46. The HCIA agrees to cooperate with OCFS informational activities related to the B2H Waivers, including but not limited to the following:
  - The HCIA shall cooperate with the B2H Quality Advisory Board.
  - The HCIA shall provide information requested by OCFS when assessing the satisfaction of the delivered services to children enrolled in a Waiver program and/or medical consenters and addressing trends that may require modifications of particular policies and procedures.
  - The HCIA shall cooperate with OCFS in Regional Forum(s) of children, medical consenters, families, advocates and providers to gather information regarding how the Waiver is functioning in any region where the HCIA is operating under a B2H Waiver.
  - The HCIA shall assist in making known to children and medical consenters the OCFS toll-free telephone consultation line for use by children, medical consenters and others to obtain general information.
  - The HCIA shall cooperate with OCFS in OCFS efforts to facilitate an unresolved dispute with the HCIA presented by children or medical consenters.
  - The HCIA shall assist OCFS in a review of IHPs by making records necessary for the review available at the time and places specified by OCFS.
  - HCIA agrees to recommend Waiver service providers to OCFS to be audited.
47. The HCIA agrees to comply with the provisions governing the reporting of suspected cases of child abuse or maltreatment, as set forth in sections 413-416 and 418 of the Social Services Law, and the requirements for State Central Register data base checks as set forth in section 424-a of the Social Services Law, in accordance with the B2H Program Manual and other OCFS directives and guidelines.
48. The HCIA, in accordance with 18 NYCRR 441.22(p), must notify OCFS and the local health department if a foster child is discovered to have an elevated blood lead level.
49. The HCIA agrees to comply with the requirements of 18 NYCRR 431.7(a) to formulate and implement a written management plan to protect health history information related to an individual who has been diagnosed as having Acquired Immune Deficiency Syndrome (AIDS) or a Human Immunodeficiency Virus (HIV)-related illness or a HIV infection or laboratory tests performed on an individual for HIV-related illness.

The HCIA agrees to require that staff, to whom confidential HIV-related information is disclosed as a necessity for providing services and in accordance with 18 NYCRR 431.7 and section 2782 of the Public Health Law, are fully informed of the penalties and fines for redisclosure in violation of New York State law and regulation.

The HCIA agrees to require that any disclosure of confidential HIV-related information must be accompanied by a written statement which includes the following or substantially similar language:

“This information has been disclosed to you from confidential records which are protected by State law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure.”

### **C. Responsibilities of OCFS**

1. OCFS issues policy directives, interpretations and technical assistance when necessary to implement the intent of the Waivers.
2. OCFS publishes the B2H Program Manual and such forms and instructions as are necessary to implement the Waivers. OCFS oversees the performance of LDSSs participating in the Waivers and all participating HCIAS. In so doing, OCFS gathers, evaluates and monitors program and fiscal data and

other reports submitted by the HCIA and LDSS to determine the effectiveness of the Waiver programs and areas that may need change or improvement. The HCIA cooperates with OCFS, LDSS and Federal monitoring activities. OCFS develops and monitors the processes necessary to oversee the proper fiscal performance of the Waivers in accordance with the applications filed with the federal agency, CMS, and State requirements.

3. OCFS, upon its review of the supporting HCIA recommendation of acceptance of a Waiver service provider, decides if additional review is merited. OCFS then forwards Medicaid Provider enrollment documentation for those Waiver service providers that it determines to be qualified to DOH for enrollment in eMedNY as a B2H provider of selected B2H Waiver services. Waiver service providers in compliance with DOH enrollment requirements are enrolled by DOH in eMedNY. If OCFS determines that an HCIA Waiver provider recommendation should not be advanced to DOH, it informs the provider agency in writing, including a summary of reasons and sends a copy to the HCIA.
4. OCFS sponsors training to prepare HCIs and their supervisors for the work of health plan development and integration. OCFS also sponsors a training to address issues pertinent to Waiver service providers that are not HCIA's.
5. OCFS agrees to form a Quality Advisory Board and facilitate and/or direct regular meetings. This Board acts as an Implementation & Quality Advisory Board for the first three years of the Waivers to provide OCFS adequate advice to successfully administer the Waivers.
6. OCFS may facilitate any unresolved disputes presented by the children enrolled in a Waiver program and/or medical consenters with the HCIA.
7. OCFS assesses the satisfaction of the delivered services to children enrolled in a Waiver program and/or medical consenters and addresses trends that may require modifications of particular policies and procedures.
8. OCFS conducts Quarterly Regional Forums of children enrolled in a Waiver program, medical consenters, families, advocates, HCIA's and providers to gather information regarding how the Waiver is functioning in each region.
9. OCFS conducts at least one annual on site visit at the HCIA.
10. OCFS provides a toll-free telephone consultation line for use by children enrolled in a Waiver program, medical consenters and others to obtain general information.
11. OCFS reviews IHPs that propose a plan of care that is in excess of \$50,000 annually for the purpose of evaluating the appropriateness and reasonableness of the cost of the Waiver service package.
12. OCFS shall monitor the HCIA's review of Serious Reportable Incident Reporting Forms as required by Article B, subsection 31 herein, the B2H Program Manual and the B2H applications. This review by OCFS shall include a sample of the incident reports that have been closed by the HCIA to verify that these closures were appropriate.
13. OCFS serves as a resource to the HCIA during the incident investigation stage of a serious reportable incident.
14. OCFS shall conduct reviews of the records of the HCIA and other documentation, on a retrospective basis, to determine if service providers and HCIA subcontractors meet qualifications and are in compliance with program requirements. Such reviews shall include an examination of the activities of the HCIA to determine whether HCIA oversight of its subcontractors is being conducted as determined herein. OCFS shall review a statistically valid random sample of IHPs as set forth in the Waiver applications to CMS to verify eligibility of children for the Waiver and that the IHPs have been properly approved by the social services district.

#### **D. Payment**

1. The HCIA shall be reimbursed for providing health care integration services to a child who has been duly enrolled in a Waiver in accordance with rates established by OCFS. Such rates shall be posted on the OCFS Website.
2. There shall be no compensation to the HCIA for any health care integration services on behalf of a child who is not enrolled in a Waiver program regardless of the reason for the child not being enrolled.
3. All claims by and payments to the HCIA and its subcontractors shall be made through the eMedNY system.

## E. Termination

1. This Agreement may be terminated at any time upon mutual written consent of OCFS and the HCIA.
2. This Agreement may be terminated by OCFS upon thirty (30) days prior written notice to the HCIA. Such notice is to be made via registered or certified mail return receipt requested or hand delivered with receipt granted by the HCIA. The date of such notice shall be deemed to be the date the notice is received by the HCIA established by the receipt returned, if delivered by registered or certified mail, or by the receipt granted by the HCIA, if the notice is delivered by hand. OCFS agrees to permit payment for the HCIA for Waiver services delivered in good faith before the date of termination of this Agreement.
3. OCFS may terminate the Agreement immediately, upon written notice of termination to the HCIA, if the HCIA fails to maintain its foster care license or otherwise comply with the terms and conditions of this Agreement and/or with any laws, rules, regulations, policies or procedures affecting this Agreement or if the health, or safety or well-being of a Waiver enrollee is at risk or if a child is injured due to the fault of the HCIA. Fault shall include acts of negligence, omission and deliberate harm or a failure to properly supervise an employee or a subcontractor.
4. **Written notice of termination for any reason shall be pursuant to subparagraph 2 above. The termination shall be effective in accordance with the terms of the notice.**
5. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this Agreement after the termination date except as provided for in an approved discharge/transition plan for an enrolled child. The HCIA shall not submit any claims for payment through the eMedNY system for services, expenses or obligations incurred after the date of termination of the Agreement.
6. In the event of termination, regardless of the reason, the HCIA shall prepare a plan of transfer for each enrolled child and maintain services until the transfer can be completed.
7. The Notice of Termination for any reason under this agreement, or in the event the federal oversight agency does not continue approval of the Waiver(s), shall be accompanied by a plan of program termination which the HCIA agrees to implement.
8. To the extent permitted by law, this Agreement shall be deemed in the sole discretion of OCFS terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the HCIA. Such termination shall be immediate and complete, without termination costs or further obligation by OCFS to the HCIA.

## F. Subcontracts

1. Prior to contracting with a Waiver Service Provider, as such term is defined in Part 1, Terminology Sheet, item 54, the HCIA conducts a review of the character and competencies of the Waiver Service Provider, as defined by OCFS in the RFA, Part I. Such information shall be submitted to OCFS for its approval. All contracts between the HCIA and a service provider shall be consistent with the B2H Model Subcontract (Agreement for Purchase of Bridges to Health Waiver Services) form developed by OCFS for such purpose, which shall include a clause which allows access to the subcontractor's records and books by any Federal or state agency with competent jurisdiction.
2. The procurement of Waiver service providers shall be through the use of the process set forth in Article B, Subsections 4 and 5.
3. Prior to executing an agreement with subcontractors under this Waiver, the HCIA shall determine that the subcontractor complied with State and Federal laws described below for the most recent reporting period, and the requirements set forth in Paragraphs M and N below, as applicable, requiring the production and submission of audit reports. The HCIA also evaluates the subcontractor's fiscal viability and determines the circumstances relating to any significant audit findings reported or any independent accountant's opinion that is not an unqualified opinion. For purposes of the annual review, the HCIA shall immediately notify OCFS if issues of noncompliance or fiscal viability, or other material issues, are noted.
4. In the event of contract termination, regardless of the reason, the HCIA shall prepare a plan of transfer for each enrolled child and maintain services until the transfer can be completed.
5. If an audit report is not submitted by the subcontractor to the HCIA because the audit requirements described below are not applicable, the HCIA shall request the subcontractor to submit its most recent federal and state tax returns, as well as interim financial statements for the previous six month period.

The HCIA shall review those documents and immediately notify OCFS if those documents raise questions as to the subcontractor's fiscal viability or identify other problematic issues of a material nature.

6. The HCIA is required to maintain a list of all subcontracted providers, to retain a copy of each subcontract agreement, and to provide OCFS with a copy of each subcontract agreement. All subcontracts must be in writing.

#### **G. Non-discrimination requirements**

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the HCIA will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. HCIA agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. The HCIA is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

#### **H. Interpretation and Disputes**

1. This Agreement shall be construed and interpreted in accordance with the Laws of the State of New York. Except as otherwise provided for in the Agreement, any dispute between the HCIA and OCFS that is not disposed of by agreement shall be submitted in writing to and decided by the Commissioner of the Office of Children and Family Services (Commissioner) or his/her duly authorized representative(s) or designee(s).
2. If the HCIA is unwilling to accept the decision of the Commissioner or a decision is not made in ninety (90) days, it may then pursue its normal legal remedies de nova, but it is specifically agreed that any and all reports made by the Commissioner upon the disagreement at issue shall be admissible as evidence in any court action taken with respect to the matter. Pending conclusion of any dispute or disagreement by whatever procedure, the construction placed upon the Agreement by OCFS shall govern operation there under and the HCIA shall continue to perform under the Agreement. The HCIA shall be required to bring all legal proceedings relating to this Agreement against the State or the State of New York in the Courts of the State of New York.

#### **I. Executory Clause**

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

#### **J. Non-Assignment Clause**

In accordance with Section 138 of the State Finance Law, this Agreement may not be assigned by the HCIA or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of OCFS and any attempts to assign the Agreement without OCFS' written consent are null and void. The HCIA may not assign its right to receive payment hereunder.

#### **K. Records**

The HCIA shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Agreement including but not limited to freedom of choice forms, service selection forms, releases, eligibility determinations and evaluations, individual health plan of care, and screening information for children that are not enrolled (hereinafter,

collectively, "the Records"). The Records must be kept, in accordance with requirements detailed in the Applications and the B2H Program Manual, but at a minimum for thirty (30) years after the date of discharge from foster care of a child who received B2H services. The Office of the State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in the B2H Waiver, shall have access to the Records during normal business hours at an office of the HCIA within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the HCIA shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

#### **L. Accessibility Modification Services and Adaptive and Assistive Equipment**

When an approved IHP requires the provision of accessibility modifications and/or adaptive and assistive equipment to a child's residence the HCIA must provide for those services in any of the methods outlined in the B2H Program Manual. The methods of providing accessibility modifications and/or adaptive and assistive equipment and the manner of compensation to the HCIA for such services as set forth in the B2H Program Manual shall depend upon the experience and expertise of staff of the HCIA.

#### **M. Audit Reports**

The New York State Office of Attorney General requires that not-for-profit organizations register with the Department of Law/Charities Bureau and submit annual reports as required.

The HCIA, and where appropriate, Waiver service providers shall comply with State and Federal laws requiring the production and submission of audit reports. The HCIA and Waiver service providers must submit an independent audit report if the facility's total support and revenue exceed \$250,000. The independent audit report, which is to be prepared by a Certified Public Accountant, must include financial statements prepared in accordance with Generally Accepted Accounting Principles, and contain the following documents:

- A Statement of Financial Position
- A Statement of Activities
- A Statement of Functional Expenses
- A Statement of Cash Flow

#### **N. Single Audit Requirements**

If the HCIA is subject to the requirements of the Single Audit Act, the HCIA must submit a copy of its most recent Single Audit Report to OCFS. The Single Audit Act (as amended) and its implementing policy, Office of Management and Budget (OMB) Circular A-133, require that entities expending more than \$500,000 per year in Federal awards will have a Single Audit performed. The Single Audit Report will include the four Statements noted above, as well as a Schedule of Expenditures of Federal Awards, and reports on internal control and compliance. (The Single Audit Report may be submitted to the Office of Attorney General to satisfy that office's report submission requirements.)

#### **O. Governing Law**

This Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**P. Service of Process**

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

**Q. Responsible Vendor**

By signing this Agreement, the HCIA certifies that within the past three years the HCIA has engaged in no actions that would establish a basis for a finding by OCFS that the HCIA is a non-responsible vendor or, if the HCIA has engaged in any such action or actions, that all such actions have been disclosed to OCFS prior to entering into this Agreement. The HCIA must update the OCFS Vendor Responsibility Questionnaire whenever the information contained in the original questionnaire submitted with the HCIA's application changes. The actions that would potentially establish a basis for a finding by OCFS that the HCIA is a non-responsible vendor include, but are not limited to:

- The HCIA has had a license or contract suspended, revoked or terminated by a governmental agency.
- The HCIA has had a claim, lien, fine, or penalty imposed or secured against the HCIA by a governmental agency.
- The HCIA has initiated a bankruptcy proceeding or such a proceeding has been initiated against the HCIA.
- The HCIA has been issued a citation, notice, or violation order by a governmental agency finding the HCIA to be in violation of any local, state or federal laws.
- The HCIA has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the HCIA to be in violation of any local, state or federal laws is pending before a governmental agency.
- The HCIA has not paid all due and owed local, state and federal taxes to the proper authorities.
- The HCIA has engaged in any other actions of a similarly serious nature.

Where the HCIA has disclosed any of the above to OCFS, OCFS may require as a condition precedent to entering into the Agreement that the HCIA agree to such additional conditions as will be necessary to satisfy OCFS that the vendor is and will remain a responsible vendor. By signing this Agreement, the HCIA agrees to comply with any such additional conditions that have been made a part of this Agreement. By signing this Agreement, the HCIA also agrees that during the term of the Agreement, the HCIA will promptly notify OCFS if the HCIA engages in any actions that would establish a basis for a finding by OCFS that the HCIA is a non-responsible vendor, as described above. Should the HCIA fail to notify OCFS of any change in the vendor responsibility information or should OCFS otherwise determine that the HCIA has ceased to be a responsible vendor for the purposes of this Agreement, OCFS may terminate this Agreement upon thirty (30) days written notice to the HCIA. Upon determination that the HCIA is no longer a responsible vendor OCFS may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the HCIA of the determination that the HCIA has ceased to be a responsible vendor and set forth the corrective action that will be required of the HCIA to maintain the Agreement. Should the HCIA fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, OCFS may, upon written notice similarly served, immediately terminate this Agreement.

## **R. Confidentiality and Protection of Human Subjects**

The HCIA agrees to safeguard the confidentiality of information relating to individuals and their families who may receive services in the course of this project. The HCIA shall maintain the confidentiality of all such information with regard to services provided under this Agreement in conformity with the provisions of applicable State and Federal laws and regulations. Any breach of confidentiality by the HCIA, its agents or representatives shall be cause for immediate termination of this Agreement.

All B2H records are foster care records, so long as the B2H participant is placed in foster care, including trial discharge status. All case specific foster care information contained in the Agency's files must be held confidential by the HCIA and the Agency pursuant to the applicable provisions of the State law and any regulations promulgated there-under, including, but not limited to, sections 372 and 422 of the Social Services Law, section 2782 of the Public Health Law, and 18 NYCRR Parts 357, 423, 428, 431 and 466, as well as all applicable federal laws and regulations, including but not limited to, the Civil Rights Act of 1964. Such foster care information must not be disclosed except as authorized by law and unauthorized disclosure may result in criminal and/or civil penalties (see section 422 (12) of the Social Services Law).

## **S. Publications and Copyrights**

a. The results of any activity supported under this Agreement may not be published without prior written approval of OCFS, which results (1) shall acknowledge the support of OCFS and the State of New York and, if funded with federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the HCIA and do not necessarily represent the opinions, interpretation or policy of the Office or the State of New York.

b. OCFS and the State of New York expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this Agreement or activity supported by this Agreement. All publications by the HCIA covered by this Agreement shall expressly acknowledge OCFS' right to such license.

c. All of the license rights so reserved to OCFS and the State of New York under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the Agreement is federally funded.

d. The HCIA agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this Agreement, it will provide to OCFS at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The HCIA agrees and acknowledges the right of OCFS, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

## **T. Patents and Inventions**

The HCIA agrees that any and all inventions, conceived or first actually reduced to practice in the course of, or under this Agreement, or with monies supplied pursuant to this Agreement, shall be promptly and fully reported to OCFS. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

## **U. Additional Assurances**

a. OCFS and the HCIA agree that the HCIA is an independent entity, and not an employee of OCFS. The HCIA agrees to indemnify the State of New York for any loss the State of New York may suffer when such losses result from claims of any person or organization (excepting only OCFS) injured by the negligent acts or omission of HCIA, its officers and/or employees or subcontractors. Furthermore, the HCIA agrees to indemnify, defend, and save harmless the State of New York, and its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the Agreement, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the HCIA in the performance of the Agreement, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the Agreement or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this Agreement.

b. Expectation of Insured: If a not-for-profit corporation or entity other than a self-insured municipal corporation, the HCIA agrees to obtain and maintain in effect a general policy of liability insurance in an appropriate amount. The HCIA agrees that it requires any and all Subcontractors with whom it subcontracts pursuant to this Agreement to obtain and maintain a general policy of liability insurance in an appropriate amount.

## **V. Duration of Agreement**

This agreement shall commence upon execution by the Parties and shall continue for the duration of the federally approved B2H Waiver unless terminated by the mutual consent of the parties or by OCFS pursuant to any of the termination provisions of this agreement.

## **W. Web Links**

The documents referenced in this Provider Agreement are available on the OCFS website at [www.ocfs.state.ny.us/main/b2h](http://www.ocfs.state.ny.us/main/b2h) and include the following:

- Federally Approved Waiver Applications:
  - B2H for children with Serious Emotional Disturbances (SED)
  - B2H for children with Developmental Disabilities (DD)
  - B2H for children with Medical Fragility (Med F)
- B2H Program Manual
- Model Subcontract
- Request for Applications

IN WITNESS HEREOF:

The parties hereto have executed this agreement as of the day and year first above written.

New York State Office of Children and Family Services

by: \_\_\_\_\_  
(print name)

\_\_\_\_\_  
(signature)

date: \_\_\_\_\_

\_\_\_\_\_  
(Name of HCIA)

by: \_\_\_\_\_ Executive Director  
(print name)

\_\_\_\_\_  
(signature)

date: \_\_\_\_\_

**STATE OF NEW YORK)**  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,

personally came \_\_\_\_\_ before me, to me known, who being duly sworn, did depose and say that (s)he/they resides in; \_\_\_\_\_; that he/she/they is (are) the \_\_\_\_\_ of the (name of corporation) \_\_\_\_\_, the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the board of directors of said corporation.

Notary Signature \_\_\_\_\_  
Qualified in \_\_\_\_\_ County  
Regis. # \_\_\_\_\_

My Commission expires \_\_\_\_\_

**MODEL SUBCONTRACT  
AGREEMENT FOR PURCHASE OF BRIDGE(S) TO HEALTH (B2H)  
HOME AND COMMUNITY BASED SERVICES WAIVERS SERVICES**

This AGREEMENT made this \_\_\_day of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_, a Health Care Integration Agency under the Bridges To Health (B2H) Waiver program, hereinafter called the HCIA, located at \_\_\_\_\_, \_\_\_\_\_, New York \_\_\_\_\_, and \_\_\_\_\_ hereinafter the Agency, located at \_\_\_\_\_, a Waiver services provider for the B2H Waiver program.

WHEREAS, the New York State Office of Children and Family Services (OCFS) and New York State Department of Health (DOH) have implemented the B2H Waiver program for children in foster care who are residents of New York State under the age of twenty-one years, and have determined at this time to allow children in foster care who meet applicable requirements to enroll in the B2H program, and

WHEREAS, OCFS duly issued a Request for Applications (RFA) to become health care integration agencies (HCIAs) to which the HCIA intends to apply and such RFA requires the HCIA to submit as part of its application executed agreements with B2H Waiver service providers such as the Agency, or the HCIA has submitted such an application that has been accepted by OCFS, and

WHEREAS, the HCIA has evaluated the Agency, in accordance with all applicable requirements for a B2H Waiver services provider, including but not limited to those requirements set forth in the B2H Program Manual, the RFA, and the Provider Agreement between the HCIA and OCFS and has determined prior to entering into this Agreement that the Agency possesses the requisite capacity, skills, competencies and qualifications to support children enrolled in a Waiver program effectively and has satisfied all applicable requirements, and

WHEREAS, the HCIA if determined qualified by OCFS will enter into a Provider Agreement For The Bridges To Health (B2H) Home and Community Based Services Waivers (Provider Agreement) with OCFS to act as a health care integration agency for the B2H Waiver program for all of the B2H Waivers and in the B2H Region(s) within the State of New York designated in the application of the HCIA in response to the RFA, or the HCIA has been determined qualified by OCFS as a health care integration agency for the B2H program for all of the B2H Waivers and in the B2H Region(s) within the State of New York designated in the application of the HCIA in response to the RFA and the HCIA has executed the Provider Agreement with OCFS, and

WHEREAS, pursuant to the Provider Agreement the HCIA shall recommend the Agency to OCFS and DOH as a provider of services under the B2H services network established by the HCIA and

WHEREAS, the Agency, under the terms of its corporate authority has the power to provide the services required to be performed pursuant to this Agreement, and

NOW THEREFORE, in consideration of the mutual promises herein contained the HCIA and the Agency mutually agree as follows:

**SECTION I - TERM OF AGREEMENT AND RENEWAL**

1. This Agreement shall commence upon execution by the parties. The commencement of this Agreement is contingent on a determination by OCFS that the HCIA is qualified as a health care integration agency, a determination by OCFS and DOH that the Agency is qualified as a provider of services under the B2H network established by the HCIA, and the enrollment of the Agency in the eMedNY system by DOH. This Agreement shall continue for the duration of the federal approval of any one of the B2H Waivers unless terminated pursuant to the termination provisions of this Agreement.

## **SECTION II - SCOPE OF SERVICES**

1. It is mutually agreed that the HCIA and the Agency each provides B2H services in accordance with the standards and procedures prescribed by OCFS in the B2H Program Manual and other directives, which shall apply and be considered a part hereof; and that the Agency provides services in accordance with the Schedule A, which is attached hereto and incorporated herein.
2. The parties also agree that the OCFS may amend the B2H Program Manual from time to time as needed and the B2H Program Manual as amended shall apply and be considered a part hereof.
3. The applications as approved by the federal Center for Medicare and Medicaid Services (CMS) for Waivers for Home and Community Based Services for children in foster care and upon discharge from foster care until the age of 21 in the B2H program under section 1915(c) of the Social Security Act (Waiver applications), the appendices thereto and all written modifications and the Request for Applications shall apply and are hereby incorporated into this agreement.
4. In the event that the aforesaid Waivers are amended, the Parties agree that said amendment shall apply to this agreement.
5. The Agency warrants that it and its staff have all the necessary licenses, approvals and certifications currently required by the laws of any applicable municipality or local, state or federal government. The Agency further agrees to keep such required licenses, approvals and certificates in full force and effect during the term of this Agreement, or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames. The Agency shall promptly notify the HCIA of any enforcement action taken with respect to such license, approval or certificate and any action the Agency is taking with respect thereto. The HCIA agrees to thereafter notify OCFS of such enforcement action and Agency remediation.
6. The Agency does not discriminate against employees, applicants for employment, or applicants for or recipients of services because of race, creed, color, national origin, gender, age, disability, marital status or sexual orientation.

## **SECTION III - STANDARDS OF OPERATION**

1. The HCIA and the Agency must maintain and update documentation of services and of all other information as required by the B2H Program Manual and other directives of OCFS. The HCIA agrees to record B2H documentation in the OCFS CONNECTIONS computer system in the form and manner as required by OCFS in the B2H Program Manual and other directives of OCFS and to make all required entries in a timely and accurate manner.
2. The HCIA, in accordance with 18 NYCRR 441.22(p), must notify OCFS and the local health department if a foster child is discovered to have an elevated blood lead level. The Agency also must provide such notice to the HCIA.
3. The HCIA and the Agency each agree to comply with the requirements of 18 NYCRR 431.7(a) to formulate and implement a written management plan to protect health history information related to an individual who has been diagnosed as having Acquired Immune Deficiency Syndrome (AIDS) or a Human Immunodeficiency Virus (HIV)-related illness or an HIV infection or laboratory tests performed on an individual for HIV-related illness.

The HCIA and the Agency each agree to require that staff, to whom confidential HIV-related information is disclosed as a necessity for providing services and in accordance with 18 NYCRR 431.7 and section 2782 of the Public Health Law, are fully informed of the penalties and fines for redisclosure in violation of New York State law and regulation.

The HCIA and the Agency each requires that any disclosure of confidential HIV-related information must be accompanied by a written statement which includes the following or substantially similar language:

“This information has been disclosed to you from confidential records which are protected by State law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure.”

4. As set forth in Focus VII of Appendix H of the Waiver applications, the HCIA trains the Agency’s staff in the effective and efficient use of Waiver services and clarifies policies. The Agency agrees to send its employees to training provided by the HCIA. Certificates of attendance and pre- and post-training testing shall be part of the training of Agency staff provided by the HCIA. The B2H Program Manual sets forth training requirements needed for compliance with the B2H Waiver philosophy and goals. The HCIA and the Agency each agree to send its employees to any mandated training for the B2H Waivers provided by OCFS.
5. As set forth in Appendix G-2 of the Waiver applications, the HCIA and the Agency are not authorized at any time to use restraints or restrictive interventions of any kind during the provision of B2H services. Use of such restraints or interventions constitutes a B2H serious reportable incident.
6. The HCIA and the Agency each complies with all applicable federal and State requirements for affirmative action, including but not limited to those requirements set forth in the RFA.
7. OCFS publishes the B2H Program Manual and such forms and instructions as are necessary to implement the Waivers. OCFS oversees the performance of each local department of social services (LDSS) participating in the Waivers and all participating HCIAS. In so doing, OCFS gathers, evaluates and monitors program and fiscal data and other reports submitted by the HCIA, LDSS and the Agency to determine the effectiveness of the Waiver programs and areas that may need change or improvement. OCFS develops and monitors the processes necessary to oversee the proper fiscal performance of the Waivers in accordance with the applications filed with the federal agency, CMS, and State requirements. The HCIA and the Agency each cooperates with all OCFS, LDSS and federal oversight activities.
8. As set forth in Focus VI of Appendix H of the Waiver applications, the HCIA and the Agency each maintains documentation of Waiver participant outcomes. Such documentation shall be in the form of standardized outcomes and measurements as prescribed by OCFS. The HCIA and the Agency each agree to participate at the request of a LDSS, OCFS, DOH or CMS in any and all program evaluation and monitoring activities. This shall include but not be limited to reports, monitoring visits, satisfaction surveys, and child specific outcomes activities.
9. The HCIA and the Agency each agree to be available to attend Fair Hearings as may be required by OCFS, DOH, the New York State Office of Temporary and Disability Assistance, or the LDSS.
10. OCFS may facilitate any unresolved disputes presented by the Waiver participants and/or medical consenters with the HCIA or the Agency. The HCIA and the Agency each cooperates with OCFS in such facilitation efforts.
11. The HCIA and the Agency each cooperates with OCFS reviews of the records of the HCIA or the Agency and other documentation to determine if the HCIA and the Agency meet qualifications and are in compliance with program requirements and to implement corrective action as directed by OCFS. Failure to comply may result in termination by OCFS of the Provider Agreement between the HCIA and OCFS or termination by the HCIA of this Agreement with the Agency.

## **SECTION IV- ADDITIONAL RESPONSIBILITIES OF THE HCIA**

1. The HCIA fulfills all responsibilities of a health care integration agency as such responsibilities are defined in the Provider Agreement between the HCIA and OCFS, the B2H Waiver applications, the B2H Program Manual and the RFA, including but not limited to providing all necessary health care integration services and planning, establishing a network of B2H service providers, conducting activities to enroll any potential Waiver participant referred to the HCIA in a Waiver, and conducting administrative activities and quality management functions.
2. The HCIA shall take actions required by the B2H Program Manual and applicable procedures and directives of OCFS to identify and document the Agency as a B2H Waiver services provider for a particular participant in a B2H Waiver for whom the HCIA is providing B2H health care integration services. The HCIA shall share case information with the Agency as necessary for the Agency to provide B2H services to children enrolled in a Waiver program consistent with the B2H Program Manual and procedures and directives of OCFS.
3. The HCIA is responsible for monitoring the services and quality of care provided by the Agency. The requirements for monitoring the Agency are set forth in the three B2H Waiver Applications, B2H Program Manual and the Provider Agreement between the HCIA and OCFS.
4. The HCIA shall require, in accordance with the B2H Program Manual and other OCFS directives and guidelines, that appropriate employees of the Agency have self-disclosed any criminal record that they may have, that their backgrounds have been checked against the State Sex Offender Registry and that it is appropriate that they are engaged directly in the care and supervision of children.
5. As set forth in Focus II of Appendix H of the Waiver applications, the HCIA is responsible for the review of all Individualized Health Plans (IHPs) and other supporting documentation as specified in the B2H Program Manual for completeness, focusing on issues of health and welfare, the inclusion of the Waiver participant's goals, and the need for the Waiver and each service requested. In doing the review, the HCIA shall review the IHPs to verify that the frequency of health care integration matches the Waiver participant's needs. The HCIA shall monitor the Waiver participant's well-being, health status, and the effectiveness of the Waiver in enabling the individual to achieve his/her personal goals. This shall include a review to determine if the Waiver participant's feedback is included in the HCI's reports or the child's record.
6. As set forth in Focus II of Appendix H of the Waiver Applications, on an annual basis and at any time when the B2H services set forth in the IHP are revised, the health care integrator of the HCIA convenes a meeting to review the IHP and revise as necessary. The meeting must include the child and/or medical consentor and anyone he/she chooses and may include any party designated by the HCI, including but not limited to the caregiver of the child, Waiver service providers and the case planner, if applicable. Any changes to the amount, frequency, duration or addition of Waiver services must be approved by LDSS/DJJOY. Additional contacts required are detailed in the B2H Program Manual.
7. The parties agree that the HCIA shall provide a copy of this Agreement to OCFS.

## **SECTION V – ADDITIONAL RESPONSIBILITIES OF THE AGENCY**

1. The Agency maintains its standing as an enrolled provider on the eMedNY system. It complies with the disclosure requirements set forth at 42 C.F.R. §455.105(b). The Agency agrees to comply with the rules, regulations and official directives of the Department of Health pertaining to Medicaid Providers including but not limited to Part 504 of 18 NYCRR.
2. The Agency must immediately notify the HCIA whenever a child enrolled in a Waiver program, or while in the course of providing services, has died or has suffered an injury, accident or illness which requires emergency medical treatment at a hospital on either an inpatient or outpatient basis.

3. The Agency agrees to observe Section 378-a of the Social Services Law for its employees as set forth in the B2H Program Manual and other directives of OCFS. Further, the Agency agrees to obtain from each employee who will be engaged directly in the care and supervision of one or more children enrolled in the Waiver, a sworn statement indicating whether, to the best of their knowledge, the employee has ever been convicted of a misdemeanor or a felony crime in any jurisdiction. The Agency also agrees to perform a background check of such employees against the State Sexual Offender Register. The Agency will determine whether it is appropriate that the employee is engaged directly in the care and supervision of children and whether to employ such person, consistent with guidelines issued by OCFS. The Agency shall bear the cost associated with these checks.

4. The Agency agrees to comply with the provisions governing the reporting of suspected cases of child abuse or maltreatment, as set forth in sections 413-416 and 418 of the Social Services Law, and the requirements for State Central Register data base checks as set forth in section 424-a of the Social Services Law, in accordance with the Program Manual and other OCFS directives and guidelines.

5. The Agency agrees to notify the HCIA of any material change in the disclosures set forth in its proposal including but not limited to its financial ability to perform under this agreement, any criminal conviction of a member of the Board of Directors, any disqualification of a member of the Board of Directors or disqualification or involuntary termination of the Agency from any government program.

6. The Agency complies with all applicable federal and State requirements for assistance to potential or active children in a Waiver program and medical consenters with limited proficiency in English, including but not limited to those requirements set forth in the federally-approved B2H applications and the RFA.

7. As set forth in Focus IV of Appendix H of the Waiver applications, the Agency establishes a process and policy for the report of serious incidents to OCFS in accordance with the Waiver applications and the B2H Program Manual as part of its systematic safeguards to protect children enrolled in a Waiver program from critical incidents and other life-endangering situations.

8. As set forth in Focus V of Appendix H of the Waiver applications, the Agency establishes a process whereby a child duly enrolled in a Waiver and for whom the Agency is providing a B2H service, and/or the child's family or medical consenter, may file grievances in accordance with Appendices of the Waiver applications, federal and State rules and procedures, and the B2H Program Manual.

9. As set forth in Focus IV of Appendix H of the Waiver applications, the Agency agrees to establish safeguards to protect and support Waiver participants. In addition, the Agency agrees to create and maintain disaster plans and to share these plans with the child enrolled in a Waiver program and/or medical consenter.

10. The Agency shall cooperate with OCFS informational activities related to the B2H Waivers, including but not limited to the following:

- The Agency shall cooperate with the B2H Quality Advisory Board.
- The Agency shall provide information requested by OCFS when assessing the satisfaction of the delivered services to children enrolled in a Waiver program and/or medical consenters and addressing trends that may require modifications of particular policies and procedures.
- The Agency shall cooperate with OCFS in the Quarterly Regional Forum(s) of Waiver children enrolled in a Waiver program, consenters, families, advocates, HCIAs and providers to gather information regarding how the Waiver is functioning in any region where the Agency is operating under the B2H Waivers.
- The Agency shall assist in making known to children enrolled in a Waiver program and medical consenters the OCFS toll-free telephone consultation line for use by children enrolled in a Waiver program, medical consenters and others to obtain general information.
- The Agency shall cooperate with OCFS in OCFS efforts to facilitate an unresolved dispute with the Agency presented by B2H children enrolled in a Waiver program or medical consenters.

- The Agency shall assist OCFS in a review of IHPs by making records necessary for the review available at the time and places specified by OCFS.

11. The Agency cooperates with activities of the HCIA in fulfilling the responsibilities of a B2H health care integration agency as such responsibilities are defined in the Provider Agreement between the HCIA and OCFS, the B2H Waiver applications, the B2H Program Manual and the RFA, including but not limited to providing all necessary health care integration services and planning, establishing a network of B2H service providers, conducting activities to enroll any potential children referred to the HCIA in the Waiver, reviewing all IHPs, participating in any meeting to review the IHP when designated as a participant by the HCIA, monitoring the well-being and health status of children enrolled in a Waiver program and the effectiveness of the Waiver, and conducting administrative activities and quality management functions.

## **SECTION VII – REIMBURSEMENT**

1. The Agency agrees that reimbursement under this Agreement is limited to and shall be made only for providing B2H services to a child who has been duly enrolled in a Waiver in accordance with rates established by OCFS. Such rates shall be posted on the OCFS Website.

2. All claims by and payments to the Agency shall be made through the eMedNY system. Payment to the Agency is made only for approved B2H services provided to children enrolled in a Waiver program. The Agency agrees that payment for its B2H services is contingent upon the Agency submitting an appropriate claim form to the person designated by the DOH certifying the satisfactory completion of the Agency's performance and setting forth the payment to be made.

## **SECTION VIII – GENERAL RESPONSIBILITIES FOR PARTIES**

1. The Agency must maintain sufficient staff, facilities and equipment, in full compliance with all applicable requirements of OCFS in order to provide the services, at the capacity, if any, as set forth in Schedule A of this Agreement in compliance with the requirements of the B2H Waiver applications and the B2H Program Manual. The Agency agrees to accept all referrals from the HCIA for B2H Waiver services within the geographical location, within the capacity for services stated in Schedule A, and to provide services that meet the needs of the child in locations that maximize the use of community-based settings, such as the child's home or school. The Agency is responsible for informing the HCIA when its capacity has been reached. The HCIA agrees not to refer additional children enrolled in a Waiver program to the Agency until allowable according to the capacity for services of the Agency as stated in Schedule A.

2. The Agency agrees to provide the B2H services described in Schedule A of this Agreement at the location(s) listed in Schedule A of this Agreement, when appropriate (such as physical plant location of the Day Habilitation provider), and agrees to provide the HCIA with written notification of the location(s) of any additional support services that are provided outside of the aforementioned address(s) in conjunction with an applicable IHP.

## **SECTION IX - BOOKS, RECORDS AND REPORTS**

1. All B2H records are foster care records, so long as the child enrolled in a Waiver program is placed in foster care, including trial discharge status. All case specific foster care information contained in the Agency's files must be held confidential by the HCIA and the Agency pursuant to the applicable provisions of the State law and any regulations promulgated there-under, including, but not limited to, sections 372 and 422 of the Social Services Law, section 2782 of the Public Health Law, and 18 NYCRR Parts 357, 423, 428, 431 and 466, as well as all applicable federal laws and regulations, including but not limited to, the Civil Rights Act of 1964. Such foster care information must not be disclosed except as authorized by law and unauthorized disclosure may result in criminal and/or civil penalties (see section 422 (12) of the Social Services Law).

2. The HCIA and the Agency agree to safeguard the confidentiality of information relating to individuals and their families who may receive services in the course of this project. The HCIA and the Agency shall maintain the confidentiality of all such information with regard to services provided under this Agreement in conformity with the provisions of applicable State and Federal laws and regulations.

3. The records of individual recipients of services maintained by the Agency must be made available to the HCIA and OCFS upon request, in a form, the manner and time as required by the HCIA or OCFS.

4. The Agency agrees to maintain financial books, records, and necessary supporting documents as required by OCFS or DOH. The Agency must use accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of the services provided under this Agreement. The Agency agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal and statistical reports at the times prescribed by and on forms supplied by OCFS or DOH.

5. Such financial and statistical records are subject to inspection, review, excerpts, transcription or audit by authorized county, State and/or federal personnel.

6. The Agency agrees to retain all books, papers, records and other documents relevant to this Agreement (hereinafter, collectively, "the Records"), in accordance with the requirements detailed in the B2H applications and the B2H Program Manual, but at a minimum for thirty (30) years after the date of discharge from foster care of a child who received B2H services, during which time authorized State and/or federal auditors will be provided with full access to and the right to examine the same. In addition, the Office of the State Comptroller, New York Attorney General's Office, or any of their duly authorized representatives, as well as the agency or agencies involved in the Waivers, including but not limited to OCFS and DOH, shall have access to the Records during normal business hours at an office of the Agency within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

## **SECTION X - ACCOUNTABILITY**

1. The Agency agrees that program and/or facility review pertaining to the delivery of B2H services under this Agreement may be conducted at any reasonable time by qualified personnel from those State and federal agencies with the required legal powers and statutory authority to conduct such activities. Such reviews may include, but not be limited to, meetings with recipients of services, review of the B2H case records including, but not limited to, all information in the case records, review of service policy and procedural issues, review of staffing and job descriptions, and meetings with staff directly or indirectly involved in the provision of B2H services.

2. This agreement shall not be modified or changed in any manner without the prior written consent of OCFS.

3. The Agency must not make any subcontract for or assignment of the performance of this Agreement, other than a subcontract to provide B2H services for adaptive and assistive equipment or accessibility modifications.

4. The Agency covenants and agrees that neither it nor any of its directors, officers, members, or employees has any interest, nor will they acquire any interest, directly or indirectly, which would substantially or adversely conflict in any manner or degree with the Agency's performance of this Agreement.

## **SECTION XI – COMPLIANCE WITH LAW**

1. The Agency represents and agrees to comply with all applicable federal laws, including, but not limited to, the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1967 as amended, the Federal Rehabilitation Act of 1973 as amended, the Howard M. Metzenbaum

Multiethnic Placement Act of 1994 (P.L. 103-382) as amended by the Small Business Job Protection Act of 1996 (P.L. 104-188), the Indian Child Welfare Act of 1978 (P.L. 95-608) and Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in HCIA of Labor Relations, 41 CFR Part 60. The Agency also agrees to observe all applicable federal regulations contained in 28 CFR Part 41; 45 CFR Parts 74, 84, 93; 1355 and 1356.

2. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the HCIA and the Agency will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. The HCIA and the Agency agree that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. The HCIA and the Agency are subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

3. The HCIA, and where appropriate, the Agency, shall comply with State and Federal laws requiring the production and submission of audit reports. The New York State Office of Attorney General requires that not-for-profit organizations file a FORM CHAR500 on an annual basis, and attach to that document, an independent audit report if the facility's total support and revenue exceed \$250,000. The independent audit report, which is to be prepared by a Certified Public Accountant, must include financial statements prepared in accordance with Generally Accepted Accounting Principles, and contain the following documents:

- A Statement of Financial Position
- A Statement of Activities
- A Statement of Functional Expenses
- A Statement of Cash Flow

## **SECTION XII – TERMINATION OF AGREEMENT**

1. The Agreement may be terminated by the mutual written agreement of the contracting parties.

2. The Agreement may be terminated by the HCIA upon thirty (30) days prior written notice to the Agency, for cause, upon the failure of the Agency to comply with the terms and conditions of this Agreement, including the attachments hereto. The HCIA will give the Agency written notice specifying the Agency's failure.

3. In addition to the termination provisions set forth above, the HCIA has the right to terminate this Agreement immediately, upon written notice of termination to the Agency, if the Agency has failed, at any time, to comply with any applicable federal, State or local health, safety or fire code regulations; or in the event that any license, approval or certification of the Agency, required by federal, state or local government is revoked, not renewed, or otherwise not in full force or effect, or in the event that the Agency fails to secure a new such license, approval or certification during the term of this Agreement, if required; or if the health, safety, or well-being of a child enrolled in a Waiver program is at risk, or if a child enrolled in a Waiver program is injured due to the fault of the Agency; or if the B2H Waiver applications are denied by CMS or the B2H Waiver program is terminated by OCFS.

4. Notice of termination will be given in writing specifying the reasons for termination and the effective date of termination. Such written notice will be delivered via registered or certified mail with return receipt requested or will be delivered by hand with receipt provided by the Agency. The date of such notice shall be deemed to be the date the notice is received by the Agency established by the receipt returned, if delivered by registered or certified mail, or by the receipt granted by the Agency, if the notice is delivered by hand. The Agency agrees not to incur any new obligations or to claim any expenses incurred after the

effective date of the termination. In any event, the effective date of termination will not be later than the Agreement expiration date.

5. Upon termination or upon expiration of the term of this Agreement, the HCIA will arrange for the transfer to another B2H Waiver services Agency of the responsibility for all children covered by this Agreement then serviced by the Agency.

6. The Agency must comply with all B2H close-out procedures, including but not limited to: accounting for and refunding to the DOH through the eMedNY system within (6) months any overpayments which have been paid to the Agency pursuant to this Agreement; not incurring or paying any further obligation under this Agreement beyond the termination date; transmitting to the HCIA or its designee, on written request, copies of all books, records, papers, documents and materials pertaining to the financial details of any services provided under the terms of this Agreement; and transmitting to the HCIA or its designee, on written request, copies of all case-specific information and documentation concerning children in the care of the Agency.

### **SECTION XIII – INDEMNIFICATION AND INSURANCE**

1. The HCIA and the Agency agree that the Agency is an independent contractor and is not an employee of the HCIA or the State of New York. The Agency agrees to indemnify the HCIA and the State of New York for any loss the HCIA, or the State of New York, may suffer if such losses result from the claims of any person or organization (excepting only the HCIA) injured by the negligent acts or omissions of the Agency, its officers and/or its employees or subcontractor(s). Furthermore, the Agency agrees to indemnify, defend, and save harmless the State of New York, the HCIA, and their officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, and any other persons, firm, or corporations furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and from all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Agency in the performance of this Agreement, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use or disposition of any data furnished under this Agreement, or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this Agreement.

2. The Agency further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the HCIA. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Agency's insurance company, agent or broker.

### **SECTION XIV - GOVERNING LAW**

1. This Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

### **SECTION XVI – RESPONSIBLE VENDOR.**

1. By signing this Agreement, the Agency certifies that within the past three years the Agency has engaged in no actions that would establish a basis for a finding by the HCIA that the Agency is a non-responsible vendor or, if the Agency has engaged in any such action or actions, that all such actions have been disclosed to the HCIA prior to entering into this Agreement. The Agency must update the OCFS Vendor Responsibility Questionnaire whenever the information contained in the original questionnaire submitted with the Agency's application changes. The actions that would potentially establish a basis for a finding by the HCIA that the Agency is a non-responsible vendor include, but are not limited to:

- The Agency has had a license or contract suspended, revoked or terminated by a governmental agency.

- The Agency has had a claim, lien, fine, or penalty imposed or secured against the Agency by a governmental agency.
- The Agency has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Agency.
- The Agency has been issued a citation, notice, or violation order by a governmental agency finding the Agency to be in violation of any local, state or federal laws.
- The Agency has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Agency to be in violation of any local, state or federal laws is pending before a governmental agency.
- The Agency has not paid all due and owed local, state and federal taxes to the proper authorities.
- The Agency has engaged in any other actions of a similarly serious nature.

Where the Agency has disclosed any of the above to the HCIA, the HCIA may require as a condition precedent to entering into the Agreement that the Agency agree to such additional conditions as will be necessary to satisfy the HCIA that the vendor is and will remain a responsible vendor. By signing this Agreement, the Agency agrees to comply with any such additional conditions that have been made a part of this Agreement. By signing this Agreement, the Agency also agrees that during the term of the Agreement, the Agency will promptly notify the HCIA if the Agency engages in any actions that would establish a basis for a finding by the HCIA that the Agency is a non-responsible vendor, as described above. Should the Agency fail to notify the HCIA of any change in the vendor responsibility information or should the HCIA otherwise determine that the Agency has ceased to be a responsible vendor for the purposes of this Agreement the HCIA may terminate this Agreement upon thirty (30) days written notice to the Agency. Upon determination that the Agency is no longer a responsible vendor the HCIA may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the Agency of the determination that the Agency has ceased to be a responsible vendor and set forth the corrective action that will be required of the Agency to maintain the Agreement. Should the Agency fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the HCIA may, upon written notice similarly served, immediately terminate this Agreement,

## **SECTION XVII - PUBLICATIONS AND COPYRIGHTS**

1. The results of any activity supported under this Agreement may not be published by the Agency without prior written approval of OCFS, which results (1) shall acknowledge the support of OCFS and the State of New York and, if funded with federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Agency and do not necessarily represent the opinions, interpretation or policy of the Office or the State of New York.

2. OCFS and the State of New York expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this Agreement or activity supported by this Agreement. All publications by the Agency covered by this Agreement shall expressly acknowledge OCFS's right to such license.

3. All of the license rights so reserved to OCFS and the State of New York under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the Agreement is federally funded.

4. The Agency agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this Agreement, it will provide to OCFS at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Agency agrees and acknowledges the right of OCFS, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

## **Section XVIII**

The documents referenced in this Model Subcontract are available on the OCFS website at [www.ocfs.state.ny.us/main/b2h](http://www.ocfs.state.ny.us/main/b2h) and include the following:

- Federally Approved Waiver Applications:
  - B2H for children with Serious Emotional Disturbances (SED)
  - B2H for children with Developmental Disabilities (DD)
  - B2H for children with Medical Fragility (Med F)
- B2H Program Manual
- Provider Agreement
- Request for Applications

IN WITNESS HEREOF:

The parties hereto have executed this agreement as of the day and year first above written.

\_\_\_\_\_  
(Name of HCIA)

by: \_\_\_\_\_  
(print name) (signature)

date: \_\_\_\_\_

**STATE OF NEW YORK)**  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_,

personally came \_\_\_\_\_ before me, to me known, who being duly sworn, did depose and say that (s)he/they resides in; \_\_\_\_\_; that he/she/they is (are) the \_\_\_\_\_ of the (name of corporation) \_\_\_\_\_, the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the board of directors of said corporation.

Notary Signature \_\_\_\_\_  
Qualified in \_\_\_\_\_ County  
Regis. # \_\_\_\_\_

My Commission expires \_\_\_\_\_

\_\_\_\_\_  
(Name of Agency)

by: \_\_\_\_\_ Executive Director \_\_\_\_\_  
(print name) (signature)

date: \_\_\_\_\_

**STATE OF NEW YORK)**  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_,

personally came \_\_\_\_\_ before me, to me known, who being duly sworn, did depose and say that (s)he/they resides in; \_\_\_\_\_; that he/she/they is (are) the \_\_\_\_\_ of the (name of corporation) \_\_\_\_\_, the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the board of directors of said corporation.

Notary Signature \_\_\_\_\_  
Qualified in \_\_\_\_\_ County  
Regis. # \_\_\_\_\_

My Commission expires \_\_\_\_\_

**Application for Enrollment in the NYS Medicaid Program**  
(see next page)



# STATE OF NEW YORK DEPARTMENT OF HEALTH

Riverview Center 150 Broadway

Albany, NY 12204-2736

Richard F. Daines, M.D.  
Commissioner

Dear Applicant:

Enclosed is an Application for Enrollment in the New York State Medicaid Program. As a Medicaid provider you agree to comply with the rules, regulations and official directives of the Department, including, but not limited to Part 504 of 18 NYCRR. Prior to completing this application, please review these regulations which can be found at the Department of Health's website, [www.health.state.ny.us](http://www.health.state.ny.us).

If this entity provides a service which requires a National Provider Identifier (NPI), then you must obtain the NPI prior to completing this form. For information regarding NPI, please visit the CMS web site at [www.cms.hhs.gov/NationalProvStand](http://www.cms.hhs.gov/NationalProvStand) or the National Plan & Provider Enumeration System at <https://nppes.cms.hhs.gov/NPPES>. There may be several NPIs for the services covered by this enrollment and multiple NPIs may be enrolled with this single application process provided the NPIs were all obtained using the same FEIN.

Please fully complete the enclosed forms according to the enclosed instruction sheet. Do not alter any pre-filled fields as that information was taken from your operating certificate, license or notice to enroll. An original signature of an owner or an authorized representative is required to process your enrollment. *Initials or rubber stamped signatures are not acceptable.* Completion of the Disclosure of Ownership section is also mandatory. Be sure to complete the enrollment form in blue or black ink only. Do not use white-out or correction tape on the documents. This package must be scanned, so please make sure all copies are on 8 1/2 x 11 sheets and in good condition. Documentation copies should cover both the application dates and the current date. *Please note that incomplete applications, missing documentation and/or not returning the enclosed cover sheet will cause your application package to be returned to the correspondence address listed on the enrollment form. This will significantly delay the enrollment process.* Keep a copy of all forms and documents submitted.

Once enrolled, an acceptance letter will be mailed to the address that was designated for correspondence. This letter will direct you to the website of Medicaid's fiscal agent, Computer Sciences Corporation (CSC). CSC's website, [www.eMedNY.org](http://www.eMedNY.org), contains billing guidelines and information on Medicaid policy. Actively enrolled providers also receive Medicaid's monthly newsletter, the Medicaid Update. This publication keeps the provider community up-to-date on Medicaid policy and program changes. Medicaid Updates can also be found on the Department of Health or eMedNY website. Important inquiry contact information can be found at [http://www.emedny.org/ProviderManuals/AllProviders/PDFS/Information\\_for\\_All\\_Providers-Inquiry.pdf](http://www.emedny.org/ProviderManuals/AllProviders/PDFS/Information_for_All_Providers-Inquiry.pdf). Please bookmark this link for future reference.

We urge your prompt attention to this matter. Any inquiries regarding the enrollment process may be directed in writing to the Rate - Based Provider Unit, Pre-Payment Review Group, Office of Health Insurance Programs, NYS DOH, Suite 6E, 150 Broadway, Albany, NY, 12204-2719 or by telephone at (518) 474-8161.

RETURN PACKAGE AND ALL REQUESTED DOCUMENTATION TO:

**Office of Children and Family Services  
Bureau of Waiver Management  
52 Washington St.  
Rensselaer, NY 12144**

Sincerely,

New York State Department of Health  
Rate - Based Provider Unit

# INSTRUCTIONS FOR COMPLETING A NEW YORK STATE ENROLLMENT FORM FOR BRIDGES TO HEALTH (B2H) WAIVER PROGRAM COS 0124

## *Review Criteria Set 4611*

### GENERAL INSTRUCTIONS:

- If the services you are enrolling with this application require a National Provider Identifier, then the NPI MUST be obtained prior to submission of this enrollment.
- Complete all items specified
- Document copies included with your enrollment MUST cover the application date and be continuous through the current date.
- Completion of all signature fields is required and must be original. Initials or rubber stamped signatures will not be accepted.
- Type or legibly print in black or blue ink. Do not use red ink, nor white-out. All attachments must be scanned so they must be legible and on standard 8 ½ x 11 paper in good condition.
- Keep a copy of all documents submitted.

### INSTRUCTIONS SPECIFIC TO THE ABOVE TYPE OF SERVICE:

1. **Application Date** - If pre-filled, do not alter. If blank, please enter the begin date of your B2H program.
2. **Federal Employer ID #** - Enter the FEIN number assigned to this entity and attach a copy of the federal notification. (NYS does not accept W-9s.)
3. **Provider Name** - If pre-filled, do not alter. This name should reflect the name this B2H program is known by.
4. **Doing Business As** - Complete if this entity does business under an assumed name.
5. **NPI – N/A**
6. **License numbers - N/A**
7. **Other NPIs** – Please list any NPIs that the entity has already enrolled with New York State Medicaid for other programs.
8. **Fiscal year end date** - Enter the end date of the entity's fiscal year in Month/Day format.
9. **Ownership Code** - Enter the appropriate code from the list provided which defines the proprietary nature of the facility.
10. **Control of Facility Code** - **N/A**
11. **DEA number** - **N/A**
12. **Medicare Participation** - **N/A**
13. **# of Medicare & Medicaid beds** - **N/A**
14. **Type of Review** - **N/A**
15. **Associated Names** – Bridges to Health Waiver Programs must complete Owner Name if corp or LLC.
16. **Address information:** *Special note for completing addresses on the enrollment form:* At this time, any information necessary for proper mail delivery to your Correspondence Address or Pay-to Address should be included in address lines 1 & 2 and NOT input in the Attention line field.
  - a. **Correspondence Address** – This address cannot be a P.O. Box unless it is accompanied by an actual street address. This is where all correspondence not related to payments will be sent.
  - b. **Pay to Address** - This address is where any checks or remittance statements will be sent.
  - c. **Service Address** - If pre-filled, do not alter. This address is the licensed or certified site. It cannot be a P.O. Box.
  - d. **Corporate Address** – Utilize this address field if the entity on the FEIN documentation is a parent corporation or agency. Legal correspondence will be sent to this address such as a 1099, etc.
17. **Disclosure of Ownership and Control** – Complete all fields in this section.
18. **Affirmations & Signature** – This section must be completed. Signatures must be original.



**FACILITY ADMINISTRATOR:** \_\_\_\_\_  
 ENTER THE NAME OF THE PERSON WHO HAS THIS FUNCTION IN THIS FACILITY

**REVIEW COMMITTEE MEMBER:** \_\_\_\_\_  
 ENTER THE NAME OF THE PERSON DESIGNATED AS A MEMBER OF THE PROFESSIONAL (UTILIZATION) REVIEW COMMITTEE IN THIS FACILITY

**OWNER NAME:** \_\_\_\_\_  
 ENTER THE NAME OF THE CORPORATION WHICH OWNS THIS FACILITY, IF APPLICABLE

**NURSING HOME OWNER:** \_\_\_\_\_  
 ENTER THE NAME OF THE PERSON WHO HAS THIS FUNCTION IF THIS IS A NURSING HOME FACILITY

**LAB DIRECTOR:** \_\_\_\_\_  
 ENTER THE NAME OF THE PERSON WHO HAS THIS FUNCTION IF THERE IS A LABORATORY IN THIS FACILITY

**SUPERVISING PHARMACIST:** \_\_\_\_\_  
 ENTER THE NAME OF THE PERSON WHO HAS THIS FUNCTION IF THERE IS A PHARMACY LOCATED IN THIS FACILITY

16 **ADDRESS INFORMATION \* = MANDATORY FIELD**

FOR COUNTY CODES, SEE APPENDIX B. PLEASE USE STANDARD POST OFFICE ABBREVIATIONS FOR STATE & LOCATIONS.

FOR EXAMPLE:

S for South	Blvd for Boulevard	Rd for Road
W for West	Ln for Lane	Rt for Route
Apt for Apartment	Pl for Place	RR for Rural route
Ave for Avenue	Plz for Plaza	St for Street
NY for New York State	PA for Pennsylvania	FL for Florida

a. **CORRESPONDENCE ADDRESS (Invoices & Mail):**

\_\_\_\_\_

ATTENTION LINE (Title or Department Name only - example "Accounts Manager" or "Business Office")

\* \_\_\_\_\_

STREET ADDRESS LINE 1 (For correspondence address, this cannot be a P.O. Box unless accompanied by a street address)

\_\_\_\_\_

STREET ADDRESS LINE 2

\* \_\_\_\_\_ \* \_\_\_\_\_

CITY COUNTY CODE See Appendix B

\* \_\_\_\_\_ \* \_\_\_\_\_ \* ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

STATE ZIP CODE + 4 AREA CODE PHONE NUMBER EXTENSION

e-mail address \_\_\_\_\_

b. **PAY-TO ADDRESS (Checks & Remittances):**

\_\_\_\_\_

ATTENTION LINE (Title or Department Name only - example "Accounts Manager" or "Business Office")

\* \_\_\_\_\_

STREET ADDRESS LINE 1

\_\_\_\_\_

STREET ADDRESS LINE 2

\* \_\_\_\_\_ \* \_\_\_\_\_

CITY COUNTY CODE See Appendix B

\* \_\_\_\_\_ \* \_\_\_\_\_ \* ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

STATE ZIP CODE + 4 AREA CODE PHONE NUMBER EXTENSION

c. **SERVICE ADDRESS INFORMATION:**

\_\_\_\_\_

ATTENTION LINE (NO MAIL IS SENT TO THIS ADDRESS)

\* \_\_\_\_\_

STREET ADDRESS LINE 1

\_\_\_\_\_

STREET ADDRESS LINE 2

\* \_\_\_\_\_ \* \_\_\_\_\_

CITY COUNTY CODE See Appendix B

\* \_\_\_\_\_ \* \_\_\_\_\_ \* ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

STATE ZIP CODE + 4 AREA CODE PHONE NUMBER EXTENSION



Are any of the above owner(s) also owner(s) of other Medicare/Medicaid facilities? If "yes", list names and NPIs.  
(Please indicate if Medicare and/or Medicaid). Attach additional sheets if necessary.

Yes  No

**OWNER'S NAME**

**FACILITY NAME**

**NPI**

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Has there been a change of ownership or control within the last year?

Yes  No

If "yes", give date: \_\_\_\_\_

(NOTE: This enrollment is not automatically transferrable when there is a change in ownership. Contact the Department of Health for "CHOW" instruction.)

Do you anticipate a change of ownership within the year?

Yes  No

If "yes", when: \_\_\_\_\_

Is this facility operated by a management company, or leased in whole or part by another organization?

Yes  No

If "yes" give date of Change of Operations: \_\_\_\_\_

Has there been a change in your lab director or supervising pharmacist within the last year?

Yes  No

Not Applicable \_\_\_\_\_

### 18 SIGNATURE AND AFFIRMATION

By signing this enrollment application with the New York State Medicaid Program, the prospective provider agrees to the following:

- ◆ As a Medicaid provider you agree to comply with the rules, regulations and official directives of the Department, including, but not limited to Part 504 of 18 NYCRR which can be found at the Department of Health's website, [www.health.state.ny.us](http://www.health.state.ny.us)
- ◆ In addition, pursuant to CFR § 455.105, by enrolling in the Medicaid program, you agree to disclose the following regarding business transactions within the next 35 days upon request of the Department or the Secretary of Health and Human Services.
  - (1) Information regarding the ownership of any subcontractor with whom the provider has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
  - (2) Any significant business transactions between the provider and any wholly owned supplier, or between the provider and any subcontractor during the 5-year period ending on the date of the request.
- ◆ As a Medicaid provider you agree to notify this Department immediately of any changes to the information supplied in this enrollment agreement, including impending ownership changes.

WHOEVER KNOWINGLY AND WILLFULLY MAKES OR CAUSES TO BE MADE A FALSE STATEMENT OR REPRESENTATION ON THIS STATEMENT MAY BE PROSECUTED UNDER APPLICABLE FEDERAL OR STATE LAWS. IN ADDITION, KNOWINGLY AND WILLFULLY FAILING TO FULLY AND ACCURATELY DISCLOSE THE INFORMATION REQUESTED MAY RESULT IN DENIAL OF A REQUEST TO PARTICIPATE OR WHERE THE ENTITY ALREADY PARTICIPATES, A TERMINATION OF ITS AGREEMENT OR CONTRACT WITH THE STATE AGENCY OR SECRETARY, AS APPROPRIATE.

\_\_\_\_\_  
Name of Authorized Representative ( print or type)

\_\_\_\_\_  
Title

If prospective Provider is a legal entity other than a person, the person signing this enrollment document on behalf of the Provider warrants that he/she has legal authority to bind Provider.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Preparer's Name & Title ( print or type)

\_\_\_\_\_  
Contact Telephone Number

# eMedNY PROVIDER ENROLLMENT FORM

## ADDITIONAL NPIS

OPTIONAL PAGE  
MAY BE PHOTOCOPIED

(continued from Page 1, items # 5, 6 & 12)

**5 NPI (National Provider Identifier):**  **ATTACH COPY OF NPI ASSIGNMENT LETTER**  
 Major **Taxonomy** codes associated with this NPI -- attach additional sheet, if needed.


**6 LICENSE NUMBERS ASSOCIATED WITH THIS NPI:** (ATTACH ADDITIONAL SHEET, IF NECESSARY)

#		AGENCY CODE:		BEGIN DATE:		EXPIRATION:	
#		AGENCY CODE:		BEGIN DATE:		EXPIRATION:	
#		AGENCY CODE:		BEGIN DATE:		EXPIRATION:	

AGENCY CODES:

01 Department of Health	02 Office of Mental Health	03 State Education Department	04 Department of State
05 Office of Alcoholism & Substance Abuse Services	07 Office of Mental Retardation & Developmental Disabilities		
08 Department of Social Services	09 Department of Transportation	99 Out of State	

**12 MEDICARE PARTICIPATION:** DOES THIS FACILITY PARTICIPATE IN MEDICARE WITH THE NPI LISTED IN ITEM # 5?  Yes  No  
 IF YES, ATTACH COPY OF AWARD OR PARTICIPATION LETTER.

**5 NPI (National Provider Identifier):**  **ATTACH COPY OF NPI ASSIGNMENT LETTER**  
 Major **Taxonomy** codes associated with this NPI -- attach additional sheet, if needed.


**6 LICENSE NUMBERS ASSOCIATED WITH THIS NPI:** (ATTACH ADDITIONAL SHEET, IF NECESSARY)

#		AGENCY CODE:		BEGIN DATE:		EXPIRATION:	
#		AGENCY CODE:		BEGIN DATE:		EXPIRATION:	
#		AGENCY CODE:		BEGIN DATE:		EXPIRATION:	

AGENCY CODES:

01 Department of Health	02 Office of Mental Health	03 State Education Department	04 Department of State
05 Office of Alcoholism & Substance Abuse Services	07 Office of Mental Retardation & Developmental Disabilities		
08 Department of Social Services	09 Department of Transportation	99 Out of State	

**12 MEDICARE PARTICIPATION:** DOES THIS FACILITY PARTICIPATE IN MEDICARE WITH THE NPI LISTED IN ITEM # 5?  Yes  No  
 IF YES, ATTACH COPY OF AWARD OR PARTICIPATION LETTER.

PERSONAL PRIVACY LAW NOTIFICATION TO MEDICAID PROVIDERS

The State's Personal Privacy Protection Law, which took effect September 1, 1984, requires us to inform every person from whom we request personal information why we are requesting the information and how we will use it. The information you have been asked for will enable us to make proper payments to you as a Medicaid provider according to the provisions of applicable State and Federal law and regulations. Collection of this information is authorized by Section 367-b of the Social Services Law.

This information will be used as one element of various audits before payment is made for the goods or services furnished and/or for any post payment audits considered by the State or Federal authorities to be necessary.

The information will also be used to satisfy the reporting requirements imposed upon us by State and Federal regulations (e.g. by IRS for payment information reporting purposes).

Your failure to provide us with the information requested may prevent us from establishing the necessary records to enroll you as a Medicaid provider.

The information will be maintained by the Department of Health, Bureau of Medical Review and Provider Enrollment, Suite 6E, 150 Broadway, Albany, New York 12204-2736.

**FOR STATE USE ONLY**

LICENSE / CERT #	<input type="text"/>	AGENCY CODE	<input type="text"/>
Begin Date	<input type="text"/>	End Date	<input type="text"/>
CATEGORY OF SERVICE:	<input type="text"/>	<input type="text"/>	<input type="text"/>
SPECIALTY CODES:	<input type="text"/>	<input type="text"/>	<input type="text"/>
STATE TRACKING #:	<input type="text"/>		
ENTITY ID #:	<input type="text"/>		
CROSS REFERENCE NUMBER:	<input type="text"/>		
CHOW EFFECTIVE DATE:	<input type="text"/>		
MAIL SUPPRESSANT:	<input type="checkbox"/>		

**NOTE: RETURN ALL PAGES OF THIS ENROLLMENT PACKAGE, INCLUDING THIS PAGE**

**APPENDIX A**  
**CONTROL OF FACILITY CODES**

ALL COUNTIES

- 01 Federal Facility
- 02 State Teaching Facility
- 03 State Non-Teaching Facility
- 04 County Teaching Facility
- 60 – Federally Qualified
- 61 – Provisionally Federally Qualified
- 62 – Prepaid Health Plans (PHP)
- 63 – State Defined Plans
- 64 – Physician Case Management Plan

ALL COUNTIES EXCLUDING NEW YORK CITY

- 05 County Non-Teaching Facility
- 06 State Non-Teaching Facility - NYSMH
- 50 Municipal Teaching Facility
- 51 Municipal Non-Teaching Facility
- 52 Private, Non-Profit, Charitable or Religious Teaching Facility
- 53 Private, Non-Profit, Charitable or Religious Non-Teaching Facility
- 54 Private, Non-Profit, Teaching Facility, Other Than Charitable or Religious
- 55 Private, Non-Profit, Non-Teaching Facility, Other Than Charitable or Religious
- 56 Proprietary Teaching Facility
- 57 Proprietary Non-Teaching Facility
- 58 Other

NEW YORK CITY ONLY (CIB - city inter-burrough HHC - Health Hospital Corporation)

- 10 Municipal Teaching Facility - HHC
- 11 Municipal Non-Teaching Facility - HHC
- 12 Other - HHC
- 20 Private, Non-Profit, Charitable or Religious Teaching Facility - CIB
- 21 Private, Non-Profit, Charitable or Religious Non-Teaching Facility CIB
- 22 Private, Non-Profit, Teaching Facility, Other Than Charitable or Religious - CIB
- 23 Private, Non-Profit, Non-Teaching Facility, Other Than Charitable or Religious - CIB
- 24 Other - CIB
- 29 CIB - Inpatient & Nursing Home, DSS, Other
- 30 Municipal Teaching Facility - DOH
- 31 Municipal Non-Teaching Facility - DOH
- 32 Other - DOH
- 40 Municipal Non-Teaching Facility - DSS
- 41 Private, Non-Profit, Charitable or Religious Teaching Facility - DSS
- 42 Private, Non-Profit, Charitable or Religious Non-Teaching Facility DSS
- 43 Private, Non-Profit, Teaching Facility, Other Than Charitable or Religious - DSS
- 44 Private, Non-Profit, Non-Teaching Facility Other Than Charitable or Religious - DSS
- 45 Proprietary Teaching Facility - DSS
- 46 Proprietary Non-Teaching Facility - DSS
- 47 Other - DSS

**APPENDIX B**  
**COUNTY CODES**

- |                |                 |                             |
|----------------|-----------------|-----------------------------|
| 01 Albany      | 24 Livingston   | 47 Suffolk                  |
| 02 Allegany    | 25 Madison      | 48 Sullivan                 |
| 03 Broome      | 26 Monroe       | 49 Tioga                    |
| 04 Cattaraugus | 27 Montgomery   | 50 Tompkins                 |
| 05 Cayuga      | 28 Nassau       | 51 Ulster                   |
| 06 Chautauqua  | 29 Niagara      | 52 Warren                   |
| 07 Chemung     | 30 Oneida       | 53 Washington               |
| 08 Chenango    | 31 Onondaga     | 54 Wayne                    |
| 09 Clinton     | 32 Ontario      | 55 Westchester              |
| 10 Columbia    | 33 Orange       | 56 Wyoming                  |
| 11 Cortland    | 34 Orleans      | 57 Yates                    |
| 12 Delaware    | 35 Oswego       | 58 Bronx                    |
| 13 Dutchess    | 36 Otsego       | 59 Kings (Brooklyn)         |
| 14 Erie        | 37 Putnam       | 60 New York (Manhattan)     |
| 15 Essex       | 38 Rensselaer   | 61 Queens                   |
| 16 Franklin    | 39 Rockland     | 62 Richmond (Staten Island) |
| 17 Fulton      | 40 St. Lawrence | 99 Other                    |
| 18 Genesee     | 41 Saratoga     |                             |
| 19 Greene      | 42 Schenectady  |                             |
| 20 Hamilton    | 43 Schoharie    |                             |
| 21 Herkimer    | 44 Schuyler     |                             |
| 22 Jefferson   | 45 Seneca       |                             |
| 23 Lewis       | 46 Steuben      |                             |