



Department of Health

Request for Proposals

RFP# 20034

Medicaid Redesign Team (MRT) Transformation Consulting Services

Issued: 6/15/2021

DESIGNATED CONTACT:

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

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TABLE OF CONTENTS

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

1.0	CALENDAR OF EVENTS	3
2.0	OVERVIEW	3
2.1.	Introductory Background	3
2.2.	Important Information	4
2.3.	Term of the Agreement	5
3.0	BIDDERS QUALIFICATIONS TO PROPOSE	5
3.1.	Minimum Qualifications	5
3.2.	Preferred Qualifications.....	5
4.0	SCOPE OF WORK	6
4.1.	Tasks/Deliverables	6
4.2.	Staffing	13
4.3.	Progress Reporting Requirement	15
4.4.	Security	15
4.5.	Transition.....	16
5.0	ADMINISTRATIVE INFORMATION.....	16
5.1.	Restricted Period.....	16
5.2.	Questions	17
5.3.	Right to Modify RFP	17
5.4.	Payment	17
5.5.	Minority & Woman-Owned Business Enterprise Requirements	19
5.6.	Equal Employment Opportunity (EEO) Reporting.....	20
5.7.	Sales and Compensating Use Tax Certification (Tax Law, § 5-a)	21
5.8.	Contract Insurance Requirements	21
5.9.	Subcontracting	21
5.10.	DOH's Reserved Rights	22
5.11.	Freedom of Information Law ("FOIL")	22
5.12.	Lobbying.....	22
5.13.	State Finance Law Consultant Disclosure Provisions	23
5.14.	Debriefing.....	24
5.15.	Protest Procedures	24
5.16.	Iran Divestment Act.....	24
5.17.	Piggybacking	24
5.18.	Encouraging Use of New York Businesses in Contract Performance	25
5.19.	Diversity Practices Questionnaire	25
5.20.	Participation Opportunities for NYS Certified Service-Disabled Veteran-Owned Businesses ..	25
5.21.	Intellectual Property	25
5.22.	Vendor Assurance of No Conflict of Interest or Detrimental Effect.....	25
5.23.	Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination	26
6.0	PROPOSAL CONTENT	26
6.1.	Administrative Proposal	26
6.2.	Technical Proposal.....	28
6.3.	Cost Proposal.....	32
7.0	PROPOSAL SUBMISSION.....	32
7.1.	No Bid Form	32
8.0	METHOD OF AWARD	33
8.1.	General Information	33
8.2.	Submission Review	33
8.3.	Technical Evaluation	33
8.4.	Cost Evaluation	34
8.5.	Composite Score.....	34
8.6.	Reference Checks.....	34
8.7.	Best and Final Offers	34
8.8.	Award Recommendation.....	34
9.0	ATTACHMENTS	35
	ATTACHMENT A - PROPOSAL DOCUMENT CHECKLIST	36
	ATTACHMENT B - COST PROPOSAL	9-1

1.0 CALENDAR OF EVENTS

RFP # 20034 MEDICAID REDESIGN TEAM (MRT) TRANSFORMATION CONSULTING SERVICES	
<u>EVENT</u>	<u>DATE</u>
Issuance of Request for Proposals	June 15, 2021
Deadline for Submission of Written Questions	June 29, 2021 by 4 p.m. ET
Responses to Written Questions Posted by DOH	On or About 7/13/2021
Deadline for Submission of Proposals	Proposals Due On Or Before 8/10/2021
<i>Anticipated</i> Contract Start Date	3/1/2022

2.0 OVERVIEW

Through this Request for Proposals (“RFP”), the New York State (“State”) Department of Health (“DOH”) is seeking competitive proposals from a consultant or consulting firm to provide policy and technical guidance on specific Medicaid Redesign Team (MRT) projects as outlined in Section 2.1 (Introductory Background) and detailed in Section 4.0 (Scope of Work). It is the DOH’s intent to award one (1) contract from this procurement.

2.1. Introductory Background

During the anticipated five-year contract period, DOH intends to pursue specific projects to increase efficiency of the Medicaid program, enhance service provision, and improve health outcomes for New Yorkers. Given the rapid launch time and fast turnaround of these projects, the scope of this contract will include consultation on various projects with similar deliverables and implementation processes, all of which require a similar skillset for successful execution. The contractor will provide policy and technical guidance related to the development of federal requests in support of these projects. This will include assistance with developing federal waiver requests, Medicaid State Plan Amendments, and other supporting documentation required for the advancement of these projects. The contractor will attend regular meetings with DOH and with the Centers for Medicare and Medicaid Services as needed, to provide guidance and technical assistance regarding the implementation of these projects. In addition, the contractor will assist with development and review of provider- and consumer-facing materials such as power point presentations, brochures, billing manuals and policy guidance documents related to these projects.

Examples of the anticipated projects that will require support under the resulting contract include, but are not limited to, the programs outlined below.

Children’s MRT Transformation

The Children’s MRT transformation includes: the transition of behavioral health benefits to Managed Care; the transition of the foster care population to managed care; the expansion and transition of Home and Community Based Services (HCBS) to Managed Care; the implementation of new children’s State plan services; and the transition of 1915(c) care management to Health Home care management.

Effective April 1, 2019, the 1915(c) Children's Waiver Amendment began with the expanded array of HCBS that launched with care coordination of such services within the Health Home model. The Health Home acuity payment is currently within the Managed Care package. However, HCBS will be paid Fee-for-Service until New York State (NYS) receives approval for the 1115 waiver. The DOH will continue to work with the Center for Medicare and Medicaid Services (CMS) to receive approval for the implementation of the new 1115 timeline and to launch Managed Care as the payment mechanism for the Children's Behavioral Health services, inclusive of the foster care population, in fall of 2019.

Transitioning Foster Care Population to Managed Care

As part of the Children's MRT Transformation, DOH works closely with the Office of Children and Family Services (OCFS) regarding the Child Welfare population and children in foster care. Due to the unique needs of this population and the established systems, there are several design details that need to be developed and integrated into the Children's MRT Transformation design. The Bidder will consult with various units within the DOH and OCFS regarding the transition of the foster care population to mandatory managed care enrollment.

OPWDD Transition to Managed Care

The transition of the OPWDD population and services to Managed Care includes the ongoing implementation of Care Coordination Organization Health Homes (CCO/HH), which serve individuals with intellectual and/or developmental disabilities (I/DD). The OPWDD's Transformation Plan's goals provide for a managed care implementation and phasing in across the state beginning with voluntary enrollment in 2019, then moving to mandatory enrollment in 2021. Included in this trajectory is the development of managed care plans that are Specialized I/DD Plans-Provider Led (SIPs-PL) that will enroll individuals with I/DD and provide specialized developmental disability services, as well as enhanced care management services.

More information regarding the Children's MRT Medicaid Transformation and the OPWDD Transition to Health Homes Managed Care can be found at the following links:

https://www.health.ny.gov/health_care/medicaid/redesign/behavioral_health/children/child_mrt.htm

https://www.health.ny.gov/health_care/medicaid/program/medicaid_health_homes/idd/index.htm

Integrated InCK

The InCK Model is a child-centered local service delivery and state payment model that aims to reduce expenditures and improve the quality of care for children under 21 years of age covered by Medicaid through prevention, early identification, and treatment of behavioral and physical health needs. Some programs also include Children's Health Insurance Program (CHIP) beneficiaries and pregnant woman over age 21 who are covered by Medicaid. The model will empower states and local providers to better address these needs, as well as the impact of opioid addiction through care integration across all types of healthcare providers. The DOH's Office of Health Insurance Programs, along with Montefiore Medical Center as the Lead Organization, plan to implement the InCK Model in an eight zip code region of north central Bronx County. The Bidder will assist in implementing this initiative.

2.2. Important Information

The bidder is required to review, and is requested to have legal counsel review, [Attachment 8](#), the DOH Agreement as the Bidder must be willing to enter into an Agreement substantially in accordance with the terms of [Attachment 8](#) should the bidder be selected for contract award. Please note that this RFP, (which

includes its amendments and questions and answers) and the awarded bidder's proposal will become part of the contract as Appendix B and C, respectively.

It should be noted that Appendix A of [Attachment 8](#), "Standard Clauses for New York State Contracts", contains important information related to the contract to be entered into as a result of this RFP and will be incorporated, without change or amendment, into the contract entered into between DOH and the successful Bidder. By submitting a response to the RFP, the Bidder agrees to comply with all the provisions of Appendix A.

Note, [Attachment 7](#), the Bidder's Certifications/Acknowledgements, should be submitted and includes a statement that the bidder accepts, without any added conditions, qualifications or exceptions, the contract terms and conditions contained in this RFP including any exhibits and attachments. It also includes a statement that the bidder acknowledges that, should any alternative proposals or extraneous terms be submitted with the proposal, such alternate proposals or extraneous terms will not be evaluated by the DOH.

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

2.3. Term of the Agreement

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

3.0 BIDDERS QUALIFICATIONS TO PROPOSE

3.1. Minimum Qualifications

The NYS DOH will accept proposals from a prime Contractor that can demonstrate the following types and levels of experience as a prime Contractor.

- A minimum of five (5) years of experience with the implementation and oversight of Medicaid programs;

Experience acquired concurrently is considered acceptable.

For the purposes of this RFP, a prime Contractor is defined as one who has the contract with the owner of a project or job and has full responsibility for its completion. A prime Contractor undertakes to perform a complete contract and may employ (and manage) one or more subcontractors to carry out specific parts of the contract.

Failure to meet these Minimum Qualifications will result in a proposal being found non-responsive and eliminated from consideration.

3.2. Preferred Qualifications

Bidders that demonstrate the following experience are preferred:

- Experience with the NYS's 1115 Waiver; and

- Experience with NYS's 1915(c) Waiver.

4.0 SCOPE OF WORK

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

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

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

4.1. Tasks/Deliverables

The Contractor will perform the following tasks with respect to the programs/initiatives outlined below, or any new initiative that may arise during the term of the agreement:

- Children's MRT Transformation;
- Transitioning Certain Medicaid Subpopulations to Managed Care; and
- Integrated Care for Kids (InCK).

A. General Contractor Responsibilities

Throughout the term of the contract, while providing the consulting services for each phase, the Contractor will:

1. Related to All Contract Activities

1. Designate a Contract Manager who shall be the main liaison between the State and the Contractor.
 - a. This designee must be knowledgeable in both the NYS's 1115 Waiver and NYS's 1915(c) Waiver.
 - b. The State reserves the right to review, interview and approve/deny the Contractor's proposed designee.
2. Attest that no aspect of their performance under this Agreement will be contingent upon State personnel or the availability of State resources.
3. Submit in writing to the State, within three (3) business days of learning of any situation which can be reasonably expected to adversely affect the operation of the consulting services, a description of the situation including a recommendation for resolution.
4. Submit all deliverables requested by the State or CMS within timeframes established in Section 4.0 Scope of Work of this RFP unless the request specifies an alternate timeframe.
 - a. In the event a submitted deliverable is not satisfactory, the Contractor will address all cited deficiencies communicated by the State and resubmit the deliverables within one (1) week of receiving the initial communication from the State unless otherwise dictated by the State.
 - b. Any deficiencies noted by the State that relate to resubmitted deliverables will be reported to the Contractor in the same manner as the initial deficiencies related to the original submission of the deliverable.

5. Submit all reports as defined in Section 4.3, Progress Reporting Requirement.
6. Adhere to and be knowledgeable of all relevant federal and State Requirements.
7. On occasion, the Contractor or their Contract Manager may be required to travel to Albany, NY in order to complete the tasks assigned.
 - a. Travel costs will be reimbursed separately to the Contractor by the State for actual expenses incurred, not to exceed the travel rates approved by the Office of the State Comptroller.

2. Related to Working with CMS

1. Coordinate with the State and CMS on the weekly** CMS Conference Calls. The Contractor's Contract Manager must:
 - a. attend all calls with the State and CMS specific for identified projects, and
 - b. lead the call to ensure the agenda items are addressed.

**Note: These calls have primarily occurred weekly, but bi-weekly calls have occurred based upon the deliverable and proximity of deadlines/approval dates.

2. Manage and track all questions, responses and approvals received from the State and/or CMS.
 - a. Materials, questions, responses and approvals are referred to as "Request for Additional Information" (RAI) and may come in any verbal or written format (i.e. e-mail, conference call or other on/ off-line means).
 - b. Draft responses to RAIs must be submitted to the State for review and approval within one (1) week of receipt of the RAI from the State and/or CMS. Coordination with State staff to obtain information to answer questions within the required deadlines is acceptable.

3. Related to Frequency of Contact with the State

1. Monthly phone calls, to consult with DOH leadership on progress, provide updates and develop strategies for meeting all design and implementation timeframes.
2. Bi-Weekly, or with another frequency prescribed by the State, phone calls and emails, to provide consulting services to the State on the project.
3. Weekly, correspond with the State regarding the agenda for the CMS Conference calls.
 - a. Draft agenda must be submitted to the State for review and approval three (3) business days prior to the CMS Conference call.
 - b. The approved agenda must be sent to all respective parties of the CMS Conference call two (2) business days prior to the CMS Conference call.
4. Daily, correspond via phone and/or email with the State regarding any time sensitive issues.
5. Designate a Contract Manager who must respond to all verbal or written requests from the State's within the same business day*, unless the request specifies an alternate timeframe.

*Note: for the purposes of this Agreement a business day is defined as Monday through Friday, excluding State Designated Holidays from 8:30 am to 5:30 pm EST.

4. Related to Program Design and Implementation

The Contractor will:

1. Assist with the development of written materials based upon CMS guidance, State Plan Amendments (SPAs), the 1115 Waiver and 1915(c) Waiver design structure and expectations.
2. Assist in the development of the 1115 Waiver, SPAs, 1915(c) transition plan documents, and applications for CMS.
3. Review materials and provide edits, suggestions and revisions regarding State developed guidance, stakeholder materials, program policies and standards.
4. Provide information and feedback regarding the design and implementation of the identified projects.
5. Utilize knowledge and experience to outline for the State when there are conflicts within the design, policies, and procedures from the expectation of CMS and other State's children's programs.
6. Evaluate various State programs and provide feedback on how they will be impacted, what will need to change and what will need to be addressed from the implementation of identified projects.
7. Assist with the analysis of the fiscal impact and provide projections of the costs of identified projects, inclusive of reimbursement rate development, State budget impact and specific program service projections.
8. Assist in the development of the following:
 - a. implementation strategies and evaluation;
 - b. program standards and policies; and,
 - c. performance monitoring and data collection design, approval and implementation

The development of such deliverables will be in line with CMS and State requirements, as well as the parameters set forth in the Managed Care Plan contracts. Such development will also include future planning and implementation as the needs arise.

B. Scope of Services

The Contractor will assist in designing, obtaining authority, and providing implementation and continuation support for the following programs:

- Children's MRT Transformation;
- Transition of Specific Target Populations into Managed Care
- Integrated Care for Kids (InCK);

The scope of this work will be broken into three phases for each program identified below. Given the unique timelines associated with the various initiatives, programs' phases may occur concurrent to one another:

1. Program Design and Authorities;
2. Implementation Support; and,
3. Monitoring and Oversight

Each phase of the contract will have a specific scope of work, which is outlined in the sections below. However, given changing programmatic and CMS requirements, the Department does not have an anticipated timeframe for each program's individual phase(s).

1. Phase 1: Program Design and Authorities

The Contractor's Contract Manager or designee(s) will work with the State to design each of the programs, as needed, with the goal of obtaining CMS approval of the designs. Throughout the design phase, CMS approval will be sought at various milestones along the way. Final CMS approval of the Program Design will result in the successful completion of this phase for each program.

It is estimated that this phase will require approximately **1,150 hours** of effort by the Contractor; to perform the tasks associated with this phase of the contract. This is just an estimate, actual hours and duration of this phase is dependent upon the outcome of CMS approvals/negotiations.

The required tasks/services the Contractor must perform related to each Program are identified below:

1. Programmatic Design

- a. Provide feedback and recommendations to the State on the development and operationalization of elements which contribute to the overall design and implementation of the Programs. Specifically, the Contractor will be required to:
 - 1) Provide a draft Program Design that includes, but is not limited to:
 - a) Guidance language;
 - b) SPA Amendment language;
 - c) Waiver language; and
 - d) Summary language to CMS.
 - 2) Provide Program Design guidance with examples (i.e. comparable other state models);
 - 3) Finalize the Program Design guidance based upon the State's input;
 - 4) Develop stakeholder and consumer education materials;
 - 5) Develop reimbursement rate guidance based upon the State's input;
 - 6) Prepare and provide analysis on program design elements, including recommendations on eligibility requirements.
- b. Participate in workgroups and other public forums related to stakeholder engagement and feedback.
 - 1) Such workgroups and other public forums are anticipated to occur bi-monthly and primarily conducted through telecommunication technologies such as WebEx.
- c. Review public comments received in relation to the project and prepare:
 - 1) Summaries and analyses of the comments;
 - 2) Public comment response document; and
 - 3) Produce draft responses to deficiencies identified in public comments, as needed.

2. Authorities

- a. For SPAs and Waiver Amendment Finalization Support:
 - 1) Draft documents, including but not limited to:
 - a) SPAs for Residual per diem rates related to the Foster Care transition to managed care;
 - b) Health Home SPA amendment;

- c) Amendments to the 1915(c) care management plan to align with implementation of the transition to managed care;
 - d) Modifications and Amendments to the 1115 Waiver; and
 - e) Other authorizing documents as may be required by the programs identified in Section 2.1.
- 2) Negotiate with and assist in obtaining approvals from CMS Authorities;
 - a) Produce draft responses to requests from CMS; and
 - b) Participate in recurring conference calls with State and CMS*

**Note: These calls have primarily occur weekly, but bi-weekly calls have occurred based upon the deliverable and proximity of deadlines/approval dates.
 - 3) Finalize language
 - a) Submit to the State for review and approval one (1) week prior to CMS submission due date, unless the request specifies an alternate timeframe;
 - 4) Track various changes, modifications and amendments, clearly documenting:
 - a) What each authority (SPA, 1915(c), 1115, etc.) covers for services, populations and eligibility; and
 - b) How the authorities are different or intersect with one another based upon the guidance from CMS.
- b. Technical Assistance:
- 1) Develop, review and edit all training materials related to the SPA, 1915(c) and 1115, including but not limited to:
 - a) Consumer related materials/information;
 - b) PowerPoint presentations;
 - c) Talking points;
 - d) Fact sheets; and
 - e) Other consumer and provider facing training materials.
 - 2) Submit all content and materials to the State for review and approval prior to distribution or use.

2. Phase 2: Implementation Support

Following the successful approval by CMS of the Program Design, the Contractor will work with the State to successfully implement the programs, while ensuring the program design is in compliance with Federal and State requirements.

It is estimated that the Contractor may provide approximately **1,000 hours**, of consulting work during Phase 2: Implementation Support to perform the following functions, as needed by the State. This is just an estimate, actual hours and duration of this phase is dependent upon the outcome of CMS approvals/negotiations.

The required tasks/services the Contractor must perform related to each program are identified below:

1. Implementation Support Related to all Programs:
 - a. Provide technical assistance that includes:
 - 1) Sharing information,
 - 2) Instructing,
 - 3) Skills training, and
 - 4) Other consulting services related to implementation, including but not limited to:
 - a) Eligibility;
 - b) Medicaid Management Information System (MMIS);
 - c) Manuals;

- d) Guidance materials;
 - e) Flow charts;
 - f) Diagrams; and
 - g) Procedure development associated with the residual payment.
- b. Develop, review and obtain approval of:
 - 1) Plan qualifications;
 - 2) Program evaluation strategies; and
 - 3) Readiness reviews related to approving plans to manage transitioning benefits and other documents.
 - c. Attend weekly conference calls.
2. Implementation Support Related to specific Managed Care Programs:
- a. Other Transition Assistance as Needed::
 - 1) Attend weekly calls regarding the transitions;
 - 2) Once developed, provide implementation support related to the transition of certain Medicaid subpopulations to the managed care delivery system;
 - 3) Evaluate the related state programs, which include, but are not limited to:
 - a) CCO/HH program roll-out;
 - b) SIPs-PL managed care implementation; and
 - c) Impact of Children's MRT and OPWDD Managed Care transformations.
 - b. Children's Transition to Managed Care:
 - 1) Develop strategies to adjust the implementation design based upon changes made by the State and/or CMS.
 - a) Adjustments will be made based upon the various implementation designs available (i.e. 1915(c), 1915a, 1115, etc.), how the designs intersect, and how they impact another.
 - 2) Assist the State with future planning, based on implementation and design changes. Specifically, this will include but not be limited to:
 - a) Transitioning HCBS population to Managed Care;
 - b) Transitioning Foster Care Population to Managed Care;
 - c) Implementation of the "Residual Per Diem" rate for Foster Care; and
 - d) Article 29-I Licensure and contracting for Voluntary Foster Care Agencies.

3. Phase 3: Continuation Support

The contractor will provide ongoing support following the implementation of identified projects which includes, but is not limited to the following:

1. Provide reports of relevant Federal actions and State activity related to services and funding, commensurate with relevant Federal and State activity;
2. Develop the 1915(c) and 1115 Waiver close out processes and procedures for NYS;
3. Update Technical Assistance documents detailed in Section 4.1.B.1 and 4.1.B.2;
4. Review and provide input and feedback on State drafted materials such as:
 - a. Policies and procedures, and
 - b. Guidance documents.
5. Obtain and evaluate other State's implementations for analysis and comparison data that could impact or intersect with Managed Care Transitions, Children's Transformation, and

other identified projects, such as Community First Choice Option (CFCO), other State Plan Amendments and/or 1915(c) Waivers.

Tasks could include, but are not limited to:

- a. Analyze and Evaluate the interplay of the various MRT initiatives;
 - b. Develop strategies to validate the integrity of the OPWDD Transition and Children's Transformation Design or other identified projects; and
 - c. Prepare programmatic guidance documents and other materials distinguishing the interplay between the different authorities, services and program designs.
6. Develop performance standards and quality metrics to quantify and measure the success of the implementation of the OPWDD Transition to Managed Care or other identified projects.
 7. Monitor performance standards and quality metrics, to ensure that the ongoing implementation of the OPWDD Transition to Managed Care or other identified projects comports with CMS expectations and requirements.
 8. Develop and/or consulting on:
 - a. Contract amendments for Specialized IDD Managed Care Plans (for CMS & OSC); and
 - b. All waiver documents including applications, renewals and amendments as directed by the State or CMS, specifically but not limited to:
 - 1) Draft Amendment to 1115 Waiver for implementation of Mandatory enrollment in 2020 (for CMS);
 - 2) Annual CMS 372 Reports on the NYS 1915(c) waivers;
 - 3) SPAs; and
 - 4) Transition Plan for 1115 Waiver in 2020 and annually thereafter (for CMS).
 9. It is estimated that the Contractor may incur approximately **1,000** consulting hours in for this phase.

4. Conference Calls

The Contractor's staff will participate in Conference Calls related to the identified projects. It is estimated that the Contractor may incur approximately **500 hours** of consulting work per contract year, regardless of contract phase, to perform functions as identified below. Such hours will be in addition to the estimated hours per phase, and will include but are not limited to the following:

1. Participate in weekly calls with:
 - a. The State's Children's team and/or State Agency partners to:
 - 1) Discuss the design and implementation strategies;
 - 2) Answer questions related to the implementation; and
 - 3) Provide feedback.
 - b. The DOH Leadership regarding strategy and progress with CMS related to program implementation.
 - c. Other State agencies (OPWDD, OCFS, OMH, OASAS) and CMS regarding the planning and implementation of managed care programs, including the transition of the FIDA-IDD program to an alternate managed care delivery system that is required to be developed;
2. Participate in weekly calls with CMS to commensurate workload and deliverable due dates. These calls have primarily occurred weekly, but bi-weekly calls have occurred based upon the deliverable and proximity of deadlines/approval dates.

3. Conference calls, WebEx, or any other meeting vehicle deemed necessary by DOH will occur during regular business days*.

*Note: for the purposes of this Agreement a business day is defined as Monday through Friday, excluding State Designated Holidays from 8:30 am to 5:30 pm EST.

5. Additional Technical Guidance

The Contractor will also provide consultative services to the State related to the development and implementation of new programs, Medicaid policies, budget directive requirements, and other programmatic needs.

Services performed under this section of the contract will be performed as task orders. It is estimated that the Contractor may incur approximately **75 hours** of additional consulting work per contract year, regardless of contract phase, through task orders. This is an estimated number of hours. Actual hours may be higher or lower. There is no guaranteed of actual hours.

1. Task Order Request Process

Due to the fluctuation in Federal and State rules, regulation, policies and funding, the specific tasks to be performed under the Task Order Request scope of work will be intermittent and the completion of these tasks will be required with the timeframes prescribed in the Task Order Request. The specific scope of work associated with each Task Order will be determined during task order development and negotiation.

The State will initiate the Task Order Request utilizing the process detailed below:

- a. The State will submit the Task Order Request via email to the Contractor.
- b. The Task Order Request will include specific deliverable(s) requested, including staffing requirements outlined in Section 4.2., and may include the timeframe in which it will be completed.
- c. The Contractor must draft a statement of work (SOW) to complete the deliverable(s) requested in the Task Order Request.
 - 1) The SOW must include an estimated number of hours to complete the deliverable(s), staffing resources being utilized and a timeline for completion the deliverable(s).
 - 2) The SOW must be received one (1) week after the State initiates the task order request.
- d. Upon receipt of the SOW, the State will review the SOW and negotiate any changes deemed necessary prior to the State's final approval.
- e. The Contractor's SOW in response to the Task Order Request must be approved in writing by the State prior to commencement of any work on a Task Order Request.

4.2. Staffing

- A. The Contractor or its Subcontractor must possess the experience and provide throughout the contract term the necessary staff to perform all of the required tasks and deliverables as detailed in Section 4.1 of this RFP and will be responsible for fulfilling the Progress Reporting Requirements detailed in Section 4.3 of the RFP.
- B. The Contractor must supply all resources required to complete the tasks and deliverables detailed in Section 4.1 of the RFP.
- C. The Contractor or its subcontractors will be required to supply a Contract Manager who will be the primary liaison with the State's Program Manager. The Contract Manager must have experience with the implementation and oversight of Medicaid programs;

1. Within fifteen calendar (15) days of contract approval from OSC and prior to the Contract Manager providing services under this engagement, the Contractor will be required to submit the resume of the proposed Contract Manager to the Department for review and approval;
 - a. If the Department rejects the initially proposed Contract Manager, the Contractor will be required to submit the resume of an alternate Contract Manager every five (5) business days until approval of the Department is received.

- D. The Contractor or its subcontractor should supply staff under this engagement that collectively meet the following levels of experience:
 1. At least three (3) years of experience designing and implementing Medicaid services that include but are not limited to:
 - a. Proposed Children's Medicaid System Transformations;
 - b. Current Children's 1915(c) Waivers and HCBS in NYS;
 - c. Comparable State programs in and out of NYS;
 - d. Comparable State implementation procedures in and out of NYS;
 - e. NYS Health Homes Program;
 - f. Proposed Children's 1915(c)/1115 Waiver;
 - g. Proposed OPWDD 1915a/1115 Waiver;
 - h. Federal 1115 requirements;
 - i. Statewide implementation of Waiver programs; and
 - j. State Plan Services.

 2. At least two (2) years of experience working with CMS, including but not limited to:
 - a. Direct experience in coordinating and negotiating CMS approval of waivers and State Plan Amendments;
 - b. Comprehension of Federal and NY State Medicaid monitoring and oversight requirements; and
 - c. Direct employment/consulting experience with CMS.

 3. At least two (2) years of experience designing and implementing special population services, including but not limited to:
 - a. Assisting with the implementation of OPWDD system transformation, Waivers, services and programs; and
 - b. Operational understanding of the development of the CCO/HH model and interaction with OPWDD HCBS waiver.

 4. At least three (3) years of experience working with Medicaid Manage Care Organizations (MCO) and operations, including but not limited to:
 - a. Managed Care operations, management of benefits and specifically Medicaid benefits and management of oversight of MCO contracted providers;
 - b. NYS model contract requirement of MCOs regarding the Children's and OPWDD transformation;
 - c. MCO billing and payment practices; and
 - d. MCOs performance monitoring, oversight and auditing of contracted providers.

- E. Collocation with DOH staff is not required, but on occasion, travel may be required to Albany New York in order to complete the tasks assigned. Travel costs will be reimbursed separately to the Contractor by the State. Reimbursement will be only for actual expenses incurred and cannot exceed the rates approved by the Office of the State Comptroller (OSC).

- F. The Contractor will be required to submit resumes 30 days from written notification of contract approval from OSC. Resumes should include relevant work experience the proposed staff possess for the DOH's review and approval, prior to their commencement of work on this project. The DOH reserves the right to interview and approve the Contractor's proposed personnel, reject any proposed

staff member, as well as to require verification of a proposed staff member's skills/expertise. The Department may also approve or disapprove any proposed changes in key personnel or require the removal and/or reassignment of any key Contractor employee or subcontractor personnel found unacceptable by the Department. At any time throughout the course of the contract, the State reserves the right to request a replacement of such staffing, if needed.

G. Task Orders:

For all task orders entered into between the State and the Contractor, the Contractor will be required to provide staff with the levels of experience requested in the Statement of Work (SOW). Staff proposed for use on the Task Orders are also subject to review and approval by DOH prior to commencement of work.

4.3. Progress Reporting Requirement

In addition to the deliverables outlined in Section 4.1, Tasks/ Deliverables, the Contractor shall submit monthly progress reports along with the submission of their monthly voucher. Progress reports shall consist of:

- A. Activities conducted in the voucher month being vouchered for;
- B. Summary and highlight of significant progress areas;
- C. Summary of accomplishments in each activity area where work was performed;
- D. Count of meetings attended;
- E. Breakdown of work done by subcontractors, if applicable;
- F. Summary of any updates or changes; and
- G. Provide any ad-hoc reporting requested by the State related to the consulting services and task order request process outlined in Section 4.1.B.5.

4.4. Security

The selected Contractor shall comply with all privacy and security policies and procedures of the State (<https://its.ny.gov/eiso/policies/security>) and applicable state and federal law and administrative guidance with respect to the performance of this contract. The Contractor is required, if applicable, to execute a number of security and privacy agreements with the State including a Business Associate Agreement (Appendix H) and a Data Use Agreement (DUA) at contract signing.

The Contractor is expected to provide secure and confidential backup, storage and transmission for hard copy and electronically stored information. Under no circumstances will any records be released to any person, agency, or organization without specific written permission of the DOH. The Contractor is obligated to ensure any Subcontractor hired by Contractor who stores, processes, analyzes or transmits Medicaid Confidential Data (MCD) on behalf of Contractor has the appropriate Security requirements in place. Contractor is required to include in all contracts and Business Associate Agreements with their Subcontractors language surrounding the security and privacy requirements as well as the language contained in the Confidentiality Language for Third Parties section of the DUA. If any breach or suspected breach of the data or confidentiality occurs, whether the breach occurred with the Contractor or Subcontractor, DOH must be notified immediately.

The Contractor is required to maintain and provide to the State upon request their data confidentiality plans and procedures for meeting security requirements as they relate to the deliverables and services within this RFP, including all plans as they relate to subcontractor work where applicable.

The Contractor will develop and maintain adequate fully trained staff to respond to all stakeholder inquiries while protecting confidentiality and maintaining the security and integrity of all systems. Staff

must be trained to understand and observe requirements related to confidentiality and operating guidelines for functions included in this RFP.

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

4.5. Transition

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

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

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

The Contractor shall manage and maintain the appropriate number of staff to meet all requirements listed in the RFP during the transition. All reporting and record requirements, security standards, and performance standards are still in effect during the transition period.

The Contractor is required to develop a work plan and timeline to securely and smoothly transfer any data and records generated from the inception of the Contract through the end of the contract to the State or another State agent should that be required during or upon expiration of its contract. The plan and documentation must be submitted to the State no later than 90 days after contract approval from OSC.

5.0 ADMINISTRATIVE INFORMATION

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

5.1. Restricted Period

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

This prohibition applies to any oral, written, or electronic communication under circumstances where a reasonable person would infer that the communication was intended to influence this procurement. Violation of any of the requirements described in this Section may be grounds for a determination that the bidder is non-responsible and therefore ineligible for this contract award. Two (2) violations within four (4) years of the rules against impermissible contacts during the “restricted period” may result in the violator being debarred from participating in DOH procurements for a period of four (4) years.

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

5.2. Questions

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

5.3. Right to Modify RFP

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

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

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

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

5.4. Payment

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

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

Subject: **Unit ID# 3450473 C# TBD**

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

**NYS Department of Health
Unit ID 3450437
c/o NYS OGS BSC Accounts Payable
Building 5, 5th Floor
1220 Washington Ave.
Albany, NY 12226-1900**

Payment for invoices and/or vouchers submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epayments@osc.state.ny.us or by telephone at 518-474-6019. CONTRACTOR acknowledges that it will

not receive payment on any invoices and/or vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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

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

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

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

- A. The Contractor will be paid according to the hourly bill rates proposed for each phase/task of the contract as provided in the Contractor's Attachment B, Cost Proposal;
- B. To receive payment for work identified in Section 4.1.B.1-4, the Contractor will submit a monthly invoice for services rendered, which includes a brief description of each of the services provided, actual number of hours devoted to the service, the hourly rate for the phase for work was performed within, and total costs for each service during the billing period, in addition to the monthly progress report identified in Section 4.3.
- C. Task Orders
 1. To receive payment for services provided as a result of each Task Order entered into as identified in Section 4.1.B.5, the Contractor will submit monthly invoices that include:
 - An identification of the task order number;
 - The approved hourly rate for the associated task order;
 - A total of actual number of hours worked for each staff; and
 - A summary of tasks/milestones completed under the specific Task Order.
 2. For the work performed under each Task Order, the Contractor will utilize the hourly rate proposed for the current phase the Task Order period resides. If the Task Order spans multiple phases, the Contractor will be required to utilize different hourly rates under the Task Order, which coincides with the hourly rate and which phase the work is performed.
- D. The Contractor's prices in Attachment B reflects all costs related to materials, labor, equipment, profit, overhead, meetings, reporting, analysis, training, and any other costs required to complete the required services excluding travel (See bullet E. below);
- E. The Contractor will not be reimbursed for any costs outside of hourly rates provided in their Attachment B, Cost Proposal, excluding travel. Payment shall be contingent upon the full and proper performance to the satisfaction of the Department, by the Contractor, of activities specified in the Agreement, approved Task Orders, and RFP;
- F. Travel costs will be reimbursed separately to the Contractor by the State based upon actual expenses incurred, not to exceed the rate approved by the Office of the State Comptroller. Rules and regulations related to the reimbursement of travel expenses can be found at: <https://www.osc.state.ny.us/agencies/travel/part8.htm> and current Per Diem Rates can be found

at https://www.gsa.gov/node/86696?utm_source=OGP&utm_medium=print-radio&utm_term=portal/category/21287&utm_campaign=shortcuts.

5.5. Minority & Woman-Owned Business Enterprise Requirements

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

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

Business Participation Opportunities for MWBEs

For purposes of this solicitation, DOH hereby establishes an overall goal of **30%** for MWBE participation, **15%** for Minority-Owned Business Enterprises (“MBE”) participation and **15%** for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs and outreach efforts to certified MWBE firms). A Contractor (“Contractor”) on the subject contract (“Contract”) must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that DOH may withhold payment pending receipt of the required MWBE documentation. For guidance on how DOH will determine “good faith efforts,” refer to 5 NYCRR §142.8.

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

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

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

The Contractor will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of

established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to DOH, but must be made no later than prior to the submission of a request for final payment on the Contract.

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

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

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

New York State certified Minority- and Women-Owned Businesses (M/WBE) may request that their firm's contact information be included on a list of M/WBE firms interested in serving as a subcontractor for this procurement. The listing will be publicly posted on the Department's website for reference by the bidding community. A firm requesting inclusion on this list should send contact information and a copy of its NYS M/WBE certification to OHIPContracts@health.ny.gov before the Deadline for Questions as specified in [Section 1.0](#) (Calendar of Events). Nothing prohibits an M/WBE Vendor from proposing as a prime Contractor.

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

5.6. Equal Employment Opportunity (EEO) Reporting

By submission of a bid in response to this solicitation, the Bidder agrees with all of the terms and conditions of [Attachment 8](#) Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. Additionally, the successful bidder will be required to certify they have an acceptable EEO (Equal Employment Opportunity) policy statement in accordance with Section III of Appendix M in [Attachment 8](#).

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

The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the Contractor, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

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

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

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

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

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

Forms are available through these links:

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

5.8. Contract Insurance Requirements

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

5.9. Subcontracting

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

5.10. DOH's Reserved Rights

The Department of Health reserves the right to:

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

5.11. Freedom of Information Law ("FOIL")

All proposals may be disclosed or used by DOH to the extent permitted by law. DOH may disclose a proposal to any person for the purpose of assisting in evaluating the proposal or for any other lawful purpose. All proposals will become State agency records, which will be available to the public in accordance with the Freedom of Information Law. **Any portion of the proposal that a Bidder believes constitutes proprietary information entitled to confidential handling, as an exception to the Freedom of Information Law, must be clearly and specifically designated in the proposal as directed in [Section 6.1 \(B\) of the RFP](#).** If DOH agrees with the proprietary claim, the designated portion of the proposal will be withheld from public disclosure. Blanket assertions of proprietary material will not be accepted, and failure to specifically designate proprietary material may be deemed a waiver of any right to confidential handling of such material.

5.12. Lobbying

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

- a) made the lobbying law applicable to attempts to influence procurement contracts once the procurement process has been commenced by a state agency, unified court system, state legislature, public authority, certain industrial development agencies and local benefit corporations;
- b) required the above mentioned governmental entities to record all contacts made by lobbyists and Contractors about a governmental procurement so that the public knows who is contacting governmental entities about procurements;
- c) required governmental entities to designate persons who generally may be the only staff contacted relative to the governmental procurement by that entity in a restricted period;
- d) authorized the New York State Commission on Public Integrity, (now New York State Joint Commission on Public Ethics), to impose fines and penalties against persons/organizations engaging in impermissible contacts about a governmental procurement and provides for the debarment of repeat violators;
- e) directed the Office of General Services to disclose and maintain a list of non-responsible bidders pursuant to this new law and those who have been debarred and publish such list on its website;
- f) required the timely disclosure of accurate and complete information from offerers with respect to determinations of non-responsibility and debarment; (Bidders responding to this RFP should submit a completed and signed [Attachment 1](#), "Prior Non-Responsibility Determination".)
- g) increased the monetary threshold which triggers a lobbyist's obligations under the Lobbying Act from \$2,000 to \$5,000; and
- h) established the Advisory Council on Procurement Lobbying.

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

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

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

5.13. State Finance Law Consultant Disclosure Provisions

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

The successful bidder for procurements involving consultant services must complete a "State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term" in order to be eligible for a contract.

The successful bidder must also agree to complete a "State Consultant Services Form B, Contractor's Annual Employment Report" for each state fiscal year included in the resulting contract. This report must be submitted annually to the Department of Health, the Office of the State Comptroller, and Department of Civil Service.

State Consultant Services Form A: Contractor's Planned Employment and Form B: Contractor's Annual Employment Report may be accessed electronically at:
<http://www.osc.state.ny.us/agencies/forms/ac3271s.doc> and
<http://www.osc.state.ny.us/agencies/forms/ac3272s.doc>.

5.14. Debriefing

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

5.15. Protest Procedures

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

5.16. Iran Divestment Act

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

During the term of the Contract, should DOH receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, DOH will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then DOH shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default. DOH reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

5.17. Piggybacking

New York State Finance Law section 163(10)(e) (see also <http://www.ogs.ny.gov/purchase/snt/sflxi.asp>) allows the Commissioner of the NYS Office of General Services to consent to the use of this contract by other New York State Agencies, and other authorized purchasers, subject to conditions and the Contractor's consent.

5.18. Encouraging Use of New York Businesses in Contract Performance

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its Contractors. New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. All bidders should complete [Attachment 6](#), Encouraging Use of New York Businesses in Contract Performance, to indicate their intent to use/not use New York Businesses in the performance of this contract.

5.19. Diversity Practices Questionnaire

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

5.20. Participation Opportunities for NYS Certified Service-Disabled Veteran-Owned Businesses

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

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

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

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

5.21. Intellectual Property

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

5.22. Vendor Assurance of No Conflict of Interest or Detrimental Effect

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

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

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics. In accordance with Executive Order No. 177, the Offeror certifies that they do not have institutional policies or practices that fail to address those protected status under the Human Rights Law.

6.0 PROPOSAL CONTENT

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

To expedite review of the proposals, Bidders are requested to submit proposals in separate Administrative, Technical, and Cost packages inclusive of all materials as summarized in Attachment A, Proposal Documents. This separation of information will facilitate the review of the material requested. No information beyond that specifically requested is required, and Bidders are requested to keep their submissions to the shortest length consistent with making a complete presentation of qualifications. Evaluations of the Administrative, Technical, and Cost Proposals received in response to this RFP will be conducted separately. Bidders are therefore cautioned not to include any Cost Proposal information in the Technical Proposal documents.

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

6.1. Administrative Proposal

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

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

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

B. Freedom of Information Law – Proposal Redactions

Bidders must clearly and specifically identify any portion of the proposal that a Bidder believes constitutes proprietary information entitled to confidential handling as an exception to the Freedom of Information Law. See [Section 4.10](#), (Freedom of Information Law)

C. Vendor Responsibility Questionnaire

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

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

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website, www.osc.state.ny.us/vendrep, or may contact the Office of the State Comptroller's Help Desk for a copy of the paper form. Bidder's should complete and submit the Vendor Responsibility Attestation, [Attachment 3](#).

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

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

E. M/WBE Forms

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

F. Encouraging Use of New York Businesses in Contract Performance

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

G. Bidder's Certified Statements

Submit [Attachment 7](#), "Bidder's Certified Statements", which includes information regarding the Bidder. Attachment A must be signed by an individual authorized to bind the Bidder contractually. Please indicate the title or position that the signer holds with the Bidder. DOH reserves the right to reject a proposal that contains an incomplete or unsigned [Attachment 7](#) or no [Attachment 7](#).

H. References

Provide references using [Attachment 9](#), "References" for three (3) clients in which the Bidder provided similar services. Provide firm names, addresses, contact names, telephone numbers, email addresses, a brief summary of the services provided and the timeframe those services occurred.

I. Diversity Practices Questionnaire

The Department has determined, pursuant to New York State Executive Law Article 15-A, that the assessment of the diversity practices of respondents of this procurement is practical, feasible, and appropriate. Accordingly, respondents to this procurement should include as

part of their response to this procurement, [Attachment 10](#) "Diversity Practices Questionnaire". Responses will be formally evaluated and scored.

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

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

6.2. Technical Proposal

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

A Technical Proposal that is incomplete in any material respect may be eliminated from consideration. The following outlines the information requested to be provided by Bidders. The information requested should be provided in the prescribed format. Responses that do not follow the prescribed format may be eliminated from consideration. All responses to the RFP may be subject to verification for accuracy.

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

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

A. Title Page

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

B. Table of Contents

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

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

Bidders must meet all minimum qualifications stated in Section 3.1 of the RFP. The Bidder must clearly document their type(s) and level of experience and submit documentation that provides sufficient evidence of meeting this criterion. Bidders are requested to provide such documentation in the form of a table outlining project names, dates, and a brief synopsis of each project to document eligibility.

- A minimum of five (5) years of experience with the implementation and oversight of Medicaid programs;

Bidders should submit documentation that demonstrates their experience with the following outlined in Section 3.2, Preferred Qualifications. Provide such documentation in the form of a table outlining project names, dates, and a brief synopsis of each project.

- Experience with the NYS's 1115 Waiver; and
- Experience with NYS's 1915(c) Waiver.

D. Technical Proposal Narrative

The Technical Proposal should provide satisfactory evidence of the Bidder's ability to meet, and expressly respond to, each element listed below.

Elements of the technical proposal are as follows:

D.1 Bidder's Experience

- a. Bidders should describe your organization's relevant experience in providing project management and health care program implementation similar to the scope described in Section 4.2 of this RFP, including special techniques, skills and/or abilities the organization will employ. Bidders should describe experience, including the duration of experience in the following areas:
 - i. Experience designing and implementing Medicaid services that may include but is not limited to:
 - a. Proposed Children's Medicaid System Transformations;
 - b. Current Children's 1915(c) Waivers and HCBS in NYS;
 - c. Comparable State programs in and out of NYS;
 - d. Comparable State implementation procedures in and out of NYS;
 - e. NYS Health Homes Program;
 - f. Proposed Children's 1915(c)/1115 Waiver;
 - g. Proposed OPWDD 1915a/1115 Waiver;
 - h. Federal 1115 requirements;
 - i. Statewide implementation of Waiver programs; and
 - j. State Plan Services.
 - ii. Experience working with CMS, which may include, but is not limited to:
 - a. Direct experience in coordinating and negotiating CMS approval of waivers and State Plan Amendments;
 - b. Comprehension of Federal and NY State Medicaid monitoring and oversight requirements; and
 - c. Direct employment/consulting experience with CMS.
 - iii. Experience designing and implementing special population services, which may include, but is not limited to:
 - a. Assisting with the implementation of OPWDD system transformation, Waivers, services and programs; and
 - b. Operational understanding of the development of the CCO/HH model and interaction with OPWDD HCBS waiver.
 - iv. Experience working with Medicaid Manage Care Organizations (MCO), which may include, but is not limited to:
 - a. Managed Care operations, management of benefits and specifically Medicaid benefits and management of oversight of MCO contracted providers;
 - b. NYS model contract requirement of MCOs regarding the Children's and OPWDD transformation;
 - c. MCO billing and payment practices; and
 - d. MCOs performance monitoring, oversight and auditing of contracted providers.

D.2 Project Implementation

- a. Bidders should describe their proposed approach for fulfilling all General Contractor Responsibilities identified in Section 4.1.A, including:
 - v. Contract Activities outlined in Section 4.1.A.1. of the RFP;
 - vi. Frequency of Contact outlined in Section 4.1.A.2. of the RFP;
 - vii. Working with CMS outlined in Section 4.1.A.3. of the RFP; and
 - viii. Program Design and Implementation outlined in Section 4.1.A.4. of the RFP.
- b. Bidders should describe their plan for providing the consulting services for Phase 1: Program Design and Authorities under the resulting contract as identified in Section 4.1.B.1, including:
 - i. Programmatic Design
 - 1. The Bidder's proposed process for providing feedback and recommendations to the State on the development and operationalization of elements which contribute to the overall design and implementation of the Programs identified in Section 4.1. of the RFP;
 - 2. The Bidder's plan for participating and consulting in workgroups and other public forums related to stakeholder engagement and feedback;
 - 3. The Bidder's proposed process for reviewing public comments received in relation to the project proposal and how the Bidder will:
 - a. Summaries and analyses of the comments;
 - b. Public comment response document; and
 - c. Produce draft responses to deficiencies identified in public comments, as needed.
 - ii. Authorities
 - 1. The Bidder's plan for providing SPAs and Waiver Amendment Finalization support; and
 - 2. The Bidder's plan for providing technical assistance related to the deliverables identified in Section 4.1.B.1.2.b of the RFP.
- c. Bidders should describe their plan for providing the consulting services for Phase 2: Implementation Support under the resulting contract as identified in Section 4.1.B.2, including:
 - i. Implementation Support Related to all Managed Care Programs
 - 1. The Bidder's plan for providing technical assistance that includes sharing information, instruction, skills training, and consulting services related to implementation issues identified in Section 4.1.B.2.1.1;
 - 2. The Bidder's proposed process for developing, reviewing and obtaining approval of
 - a. Plan qualifications;
 - b. Program evaluation strategies for a successful phase in; and
 - c. Readiness reviews related to approving plans to manage transitioning benefits and other documents.
 - ii. Implementation Support Related to specific Managed Care Programs
 - 1. The Bidder's plan for providing other managed care transition assistance as needed, including:
 - a. Attending weekly calls regarding the transitions;
 - b. Providing implementation support related to the transition of the FIDA-IDD program to the managed care delivery system, which include, but are not

- limited to:
 - i. CCO/HH program roll-out;
 - ii. SIPs-PL managed care implementation; and
 - iii. Impact of Children’s MRT and OPWDD Managed Care transformations.
 - 2. The Bidder’s plan for providing Children’s Transition to Managed Care support, including
 - a. Developing strategies to adjust the implementation design based upon changes made by the State and/or CMS;
 - b. Assisting the State with future planning, based on implementation and design changes, including but not be limited to:
 - i. Transitioning HCBS population to Managed Care;
 - ii. Transitioning Foster Care Population to Managed Care;
 - iii. Implementation of the “Residual Per Diem” rate for Foster Care; and
 - iv. 29i Licensure and contracting for Voluntary Foster Care Agencies.
- d. Bidders should describe their plan for providing the consulting services for Phase 3: Continuation Support under the resulting contract as identified in Section 4.1.B.3, including:
- i. The Bidder’s plan for providing reports of relevant Federal actions and State activity related to services and funding, commensurate with relevant Federal and State activity;
 - ii. Developing the 1915(c) and 1115 Waiver close out processes and procedures for NYS;
 - iii. Updating Technical Assistance documents detailed in Section 4.1.B.1 and 4.1.B.2;
 - iv. Reviewing and providing input and feedback of State drafted materials including but not limited to:
 - 1. Policies and procedures, and
 - 2. Guidance documents;
 - v. Obtaining and evaluating other State’s implementations in order to provide analysis and comparison data that would impact or intersect with the managed care transitions and/or Children’s Transformation such as CFCO, other State Plan Amendments and/or 1915(c) Waivers.
 - vi. Assisting in the development of performance standards and quality metrics to quantify and measure the success of the implementation of Transitions to Managed Care;
 - vii. Monitoring performance standards and quality metrics, to ensure that the Managed Care Transitions and ongoing implementation comports with CMS expectations and requirements;
 - viii. Assisting, developing and/or consulting on:
 - 1. Contract amendments for Specialized IDD Managed Care Plans (for CMS & OSC); and
 - 2. All waiver documents including applications, renewals and amendments as directed by the State or CMS, specifically but not limited to:
 - a. Draft Amendment to 1115 Waiver for implementation of Mandatory enrollment in 2020 (for CMS);
 - b. Annual CMS 372 Reports on the NYS 1915(c) waivers;
 - c. SPAs; and
 - d. Transition Plan for 1115 Waiver in 2020 and annually thereafter (for CMS).
- e. Bidders should describe their proposed approach for managing the expected level of calls, meetings and correspondence as outlined in Section 4.1.B.4. of the RFP.

D.3 Staffing Background and Experience

- a. Bidder should submit a staffing plan which includes the following components:
 - i. The Bidder's proposed staffing structure, organizational lines of communication, and how management oversight will be conducted for the duration of the project;
 - ii. An organizational chart;
 - iii. How the Bidder will maintain a sufficient number of staff with the appropriate training and experience in:
 - 1. Designing and implementing Medicaid program services as identified in Section 4.2.D.1;
 - 2. Working with CMS as identified in Section 4.2.D.2;
 - 3. Designing and implementing special population services as identified in Section 4.2.D.3;
 - 4. Working with MCOs as identified in Section 4.2.D.4.
 - iv. The ability of the Bidder to provide a Contract Manager, in accordance with Section 4.2.C, who will be the primary contact with the DOH Program Manager.

D.4 Progress Reporting

The Bidder should provide a summary of how they plan to manage and ensure accuracy of each of the reports identified in Section 4.3.

6.3. Cost Proposal

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

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

To complete the Cost Proposal Form, based on the information above and within the RFP, Bidders must provide an Hourly Rate for each phase/task identified in Attachment B and as detailed in Section 4.1.B of the RFP.

The Contractor's prices in Attachment B reflects all costs related to materials, labor, equipment, profit, overhead, meetings, reporting, analysis, training, and any other costs required to complete the required services excluding travel.

The Contractor will not be reimbursed for any costs outside of hourly rates provided in their Attachment B, Cost Proposal, excluding travel. As such, travel costs should not be included in Bidder's proposed Hourly Rates. Payment shall be contingent upon the full and proper performance to the satisfaction of the Department, by the Contractor, of activities specified in the Agreement, approved Task Orders, and RFP.

7.0 PROPOSAL SUBMISSION

A proposal consists of three distinct parts: (1) the Administrative Proposal, (2) the Technical Proposal, and (3) the Cost Proposal.

The proposal must be received by the NYSDOH, no later than the Deadline for Submission of Proposals specified in [Section 1.0](#), (Calendar of Events). Late bids will not be considered.

a. By E-Mail

Proposals must also be submitted via separate searchable PDF file electronically through email to OHIPcontracts@health.ny.gov.

NOTE: You should request a receipt containing the time and date received.

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

7.1. No Bid Form

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

8.0 METHOD OF AWARD

8.1. General Information

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

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

The evaluation process will be conducted in a comprehensive and impartial manner, as set forth herein, by an Evaluation Committee. The Technical Proposal and compliance with other RFP requirements (other than the Cost Proposal) will be weighted **75%** of a proposal’s total score and the information contained in the Cost Proposal will be weighted **25%** of a proposal’s total score.

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

In the event of a tie, the determining factors for award, in descending order, will be:

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

8.2. Submission Review

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

8.3. Technical Evaluation

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

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

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

The technical evaluation is **75% (up to 75 points)** of the final score.

8.4. Cost Evaluation

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

The Cost Proposals will be scored based on a maximum cost score of 25 points. The maximum cost score will be allocated to the proposal with the lowest all-inclusive not-to-exceed maximum price. All other responsive proposals will receive a proportionate score based on the relation of their Cost Proposal to the proposals offered at the lowest final cost, using this formula:

$$C = (A/B) * 25\%$$

A is Total price of lowest cost proposal;

B is Total price of cost proposal being scored; and

C is the Cost score.

The cost evaluation is **25% (up to 25 points)** of the final score.

8.5. Composite Score

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

8.6. Reference Checks

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

8.7. Best and Final Offers

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

8.8. Award Recommendation

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

The Department will notify the awarded Bidder(s) and Bidders not awarded. The awarded Bidder(s) will enter into a written Agreement substantially in accordance with the terms of [Attachment 8](#), DOH Agreement, to provide the required services as specified in this RFP. The resultant contract shall not be binding until fully executed and approved by the New York State Office of the Attorney General and the Office of the State Comptroller.

9.0 ATTACHMENTS

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

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

The following attachments are attached and included in this RFP:

- A. Proposal Document Checklist
- B. Cost Proposal

ATTACHMENT A - PROPOSAL DOCUMENT CHECKLIST

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

RFP # 20034 OFFICE FOR PEOPLE WITH DEVELOPMENTAL DISABILITIES (OPWDD) TRANSITION TO MANAGED CARE AND CHILDREN'S MEDICAID REDESIGN TEAM (MRT) TRANSFORMATION CONSULTING SERVICES		
FOR THE ADMINISTRATIVE PROPOSAL		
RFP §	SUBMISSION	INCLUDED
§ 6.1.A	Attachment 1 – Bidder's Disclosure of Prior Non-Responsibility Determinations, completed and signed.	<input type="checkbox"/>
§ 6.1.B	Freedom of Information Law – Proposal Redactions (If Applicable)	<input type="checkbox"/>
§ 6.1.C	Attachment 3- Vendor Responsibility Attestation	<input type="checkbox"/>
§ 6.1.D	Attachment 4 - Vendor Assurance of No Conflict of Interest or Detrimental Effect	<input type="checkbox"/>
§ 6.1.E	M/WBE Participation Requirements:	<input type="checkbox"/>
	Attachment 5 Form 1	<input type="checkbox"/>
	Attachment 5 Form 2 (If Applicable)	<input type="checkbox"/>
§ 6.1.F	Attachment 6- Encouraging Use of New York Businesses	<input type="checkbox"/>
§ 6.1.G	Attachment 7 - Bidder's Certified Statements, completed & signed.	<input type="checkbox"/>
§ 6.1.H	Attachment 9 – References	<input type="checkbox"/>
§ 6.1.I	Attachment 10 - Diversity Practices Questionnaire	<input type="checkbox"/>
§ 6.1.J	Attachment 11 - Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination	<input type="checkbox"/>
FOR THE TECHNICAL PROPOSAL		
RFP §	SUBMISSION	INCLUDED
§ 6.2.A	Title Page	<input type="checkbox"/>
§ 6.2.B	Table of Contents	<input type="checkbox"/>
§ 6.2.C	Documentation of Bidder's Eligibility (Requirement)	<input type="checkbox"/>
§ 6.2.D	Technical Proposal Narrative	<input type="checkbox"/>
FOR THE COST PROPOSAL REQUIREMENT		
RFP §	REQUIREMENT	INCLUDED
§ 6.3	Attachment B- Cost Proposal	<input type="checkbox"/>

ATTACHMENT B - COST PROPOSAL

RFP # 20034 MEDICAID REDESIGN TEAM (MRT) TRANSFORMATION CONSULTING SERVICES

Bidder's Name: _____

To complete the Cost Proposal Form, based on the information within the RFP, Bidders must provide an Hourly Rate for each Phase/Task identified below and as detailed in Section 4.1.B of the RFP;

<u>Task</u>	<u>Hourly Rate</u>	<u>Anticipated Total Hours*</u>
Phase I: Program Design and Authorities	\$	1,150
Phase 2: Implementation Support	\$	1,000
Phase 3: Monitoring and Oversight	\$	1,000
Conference Calls	\$	2,500
Task Order Work	\$	375

*This is an estimated number of hours. Actual hours may be higher or lower. There is no guarantee of actual hours. (See Section 5.4 Payment).

- The Contractor's prices in Attachment B reflects all costs related to materials, labor, equipment, profit, overhead, meetings, reporting, analysis, training, and any other costs required to complete the required services excluding travel.
- The Contractor will not be reimbursed for any costs outside of hourly rates provided in their Attachment B, Cost Proposal, excluding travel. Payment shall be contingent upon the full and proper performance to the satisfaction of the Department, by the Contractor, of activities specified in the Agreement, approved Task Orders, and RFP.
- Travel costs will be reimbursed separately to the Contractor by the State for actual expenses incurred and only at the rate approved by the Office of the State Comptroller. As such, travel costs should not be included in Bidder's proposed Hourly Rates.

By signing this Cost Proposal Form, bidder agrees that the prices above are binding for 365 days from the proposal due date.

Bidder's Authorized Signature Date

Printed Name and Title