



Department of Health

Request for Proposals

RFP #20524

New York State Fiscal Intermediary Services

Issued: June 17, 2024

DESIGNATED CONTACT:

Pursuant to State Finance Law §§ 139-j and 139-k, the New York State Department of Health (hereinafter referred to as the **Department** or as **DOH**) identifies the following designated person to whom all communications attempting to influence the Department's conduct or decision regarding this procurement must be made.

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PERMISSIBLE SUBJECT MATTER CONTACT:

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

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1.0 CALENDAR OF EVENTS

RFP #20524 – STATEWIDE FISCAL INTERMEDIARY SERVICES	
<u>EVENT</u>	<u>DATE</u>
Issuance of Request for Proposals	June 17, 2024
Deadline for Submission of Written Questions	Questions Due By July 2, 2024 by 4:00 p.m. ET
Responses to Written Questions Posted by DOH	On or About July 19, 2024
Deadline for Submission of Proposals	Proposals Due On Or Before August 2, 2024 by 4:00 p.m. ET
Anticipated Contract Start Date for Awarded Statewide Fiscal Intermediary	October 1, 2024

2.0 OVERVIEW AND IMPORTANT INFORMATION

Through this Request for Proposals (RFP), the New York State (State) Department of Health (the Department or DOH) is seeking competitive proposals from qualified bidders to provide Statewide Fiscal Intermediary services as further detailed in Section 4.0 (Scope of Work). It is the Department's intent to award one (1) contract from this procurement.

2.1 Background Information

The Consumer Directed Personal Assistance Program (CDPAP) is a Medicaid program that operates pursuant to section 365-f of the New York State Social Services Law (SSL) and implementing regulations in section 505.28 of title 18 of the NY Codes, Rules and Regulations (NYCRR).

Fiscal Intermediaries (FIs) are entities that perform administrative and financial functions for consumers within CDPAP, which may include assisting consumers with navigation of the program by providing individual consumer assistance and support as needed, consumer peer support, and education and training to consumers on their duties under the program.

The SFY2024-2025 NYS budget requires the state, managed care plans, managed long term care plans, local social service districts, and other appropriate long-term service programs offering Consumer Directed Personal Assistance Services (CDPAS) to contract with a statewide fiscal intermediary (Statewide Fiscal Intermediary or Statewide FI). Pursuant to the NYS budget and after execution of the contract between the Department and the awarded Statewide Fiscal Intermediary, all subcontractors of the awarded Statewide Fiscal Intermediary are required to register with the Department within 30 days of being selected as a subcontractor.

2.2 Other Important NYS Contracting Information for Bidders

The bidder **must** review, and is requested to have its legal counsel review, [Attachment 8](#), the DOH Agreement (Standard Contract). The awarded Statewide FI must be willing to enter into the Contract awarded pursuant to this RFP and the terms of [Attachment 8](#), **subject only to any amendments to the Standard Contract agreed by the Department during the Question and Answer Phase of this RFP** (see, [Section 5.2](#)). Please note that this RFP and the awarded Statewide FI's bid 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, terms, and conditions 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 this RFP, the bidder agrees to comply with all the provisions of the Contract, including all the provisions of Appendix A.

Note, [Attachment 7](#), the bidder’s Certified Statements, **must** be submitted by each bidder 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, including, without limitation, [Attachment 8](#). It also includes a statement that the bidder acknowledges that, should any alternative proposals or extraneous terms be submitted with its bid, 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 1.1](#) (Calendar of Events). Any such qualifications or exceptions that are not proposed prior to the deadline for the submission of written questions will not be considered by DOH after contract award. Any amendments DOH makes to the RFP as a result of questions and answers will be publicized on the DOH web site and will be available and applicable to all bidders equally.

2.3 Term of the Agreement and Termination Provisions

This contract term is for a period of five (5) years commencing on the date the contract is approved by the Commissioner of Health, anticipated to begin on the start date identified in Section 1.0: Calendar of Events, as granted under the authority and provisions of N.Y. Social Services Law § 365-f (4-a)(b)), as amended by Part HH of chapter 57 of the Laws of 2024. The start date and contract term are subject to continued statutory authority and federal financial participation, successful contractor performance, and approval of the Commissioner of Health. The awarded Statewide FI must be able to provide these services throughout the five-year contract term.

In addition to the termination clauses found in [Attachment 8](#), General Specifications, under the provisions of SSL § 365-f(4-b), the Department may terminate the awarded Statewide FI’s contract or suspend or limit its rights and privileges under the contract upon 30 days written notice to the awarded Statewide FI if the Department finds that the FI has failed to comply with the provisions of law or regulations. The written notice shall include:

- A description of the conduct and the issues related that have been identified as failure of compliance; and
- The timeframe of the conduct that fails compliance.

Notwithstanding the provisions above, if the Department determines that the public health or safety would be imminently endangered by the continued operation or actions of the FI, the Department may terminate the FI’s contract or suspend or limit their rights and privileges under the contract immediately upon written notice.

3.0 BIDDER QUALIFICATIONS

3.1 Minimum Qualifications

Entities eligible to submit a bid under this RFP in accordance with SSL § 365-f shall include:

- a) An entity capable of performing statewide fiscal intermediary services with demonstrated cultural and language competencies specific to the population of consumers and those of the available workforce with experience serving individuals with disabilities **and** as of April 1st, 2024, is providing services as a fiscal intermediary on a statewide basis in at least one other state.

4.0 FISCAL INTERMEDIARY SCOPE OF WORK

The awarded Statewide Fiscal Intermediary will be responsible for the delivery of fiscal intermediary services to consumers receiving CDPAS as defined in Part HH of Chapter 57 of the Laws of 2024, including:

- Ensuring that subcontractors meet all applicable federal and state laws and regulations;
- Subcontracting to facilitate the delivery of fiscal intermediary services to each entity that is a service center for independent living under section 1121 of the New York State Education Law (“EDN”) and has been providing fiscal intermediary services since January 1, 2024, or earlier; and
- Subcontracting with at least one entity per NYS DOH MLTC rate setting region, as seen in Attachment D, that has a proven record of delivering services to individuals with disabilities and the senior population and has been providing fiscal intermediary services since January 1, 2012, or earlier.

4.1 Required Fiscal Intermediary Services

This Section describes the Fiscal Intermediary services that are required to be provided by the Awarded Statewide FI. (See Attachment E for CDPAS Consumers by Region as of December 2023)

Each bidder should provide responses in Section 6.0: Bidder Content that address the requirements of this Section as part of its Technical Proposal.

The Statewide FI will be required to perform the fiscal intermediary (FI) services described in [SSL § 365-f \(4-a\)\(a\)\(ii\)](#), 18 [NYCRR § 505.28\(i\)](#) and 10 [NYCRR § 766.11\(c\)-\(d\)](#). These services include:

- a) Processing wages and benefits for each personal assistant (PA), including establishing the amount of each PA's wages;
- b) Processing all applicable income tax and other required wage withholdings, including Social Security and federal, State and local taxes;
- c) Complying with workers' compensation, disability and unemployment requirements;
- d) Ensuring the health status of each PA is assessed prior to service delivery pursuant to 10 NYCRR § 766.11(c) and (d) or any successor regulation;
- e) Maintaining personnel records for each PA, including time records and other documentation needed for wages and benefit processing and a copy of the medical documentation required above by 4.1(b), as well as documentation, where applicable, of completed background checks and completed training requirements;
- f) Maintaining records for each consumer including copies of Local Departments of Social Services' (LDSS') or Managed Care Organization's (MCO's) service authorizations or reauthorizations;
- g) Monitoring the consumer's (or if applicable, the consumer's designated representative's) continuing ability to fulfill the consumer's responsibilities under CDPAP and promptly notifying the authorizing entity (i.e., the LDSS or MCO) of any circumstance that may affect the consumer's (or if applicable, the consumer's designated representative's) ability to fulfill those responsibilities;
- h) Entering into administrative and reimbursement agreements with MCOs for the provision of fiscal intermediary services;
- i) Entering into Department approved memoranda of understanding with Consumer that describes the parties' (Consumer, FI and LDSS or MCO as appropriate) responsibilities under CDPAP; and
- j) Any additional services required to be performed pursuant to regulations established by the Commissioner of Health specifying the responsibilities of FIs providing services under this title.

Fiscal Intermediaries are not responsible for, and fiscal intermediary services **shall not** include fulfillment of the responsibilities of the consumer. Responsibilities of the consumer (or designated representative) include:

- a) Managing their own plan of care including recruiting and hiring PAs;
- b) Training, scheduling and supervising PAs including arranging and scheduling substitute coverage when a PA is temporarily unavailable for any reason;
- c) Assuring PAs competently and safely perform the required services;
- d) Timely approving and attesting to the accuracy of PA time records and transmitting such information to the FI according to the FIs procedures;
- e) Timely notifying the FI of changes in employment status of any PA;
- f) Timely distributing PAs' employment checks, if physical check distribution by the Consumer to the PA is the means of payment the Consumer and PA agree upon; and
- g) Terminating PAs.

4.2 Best Practices

In carrying out the specific duties described in Section 4.1, bidders may use creative approaches to assist in the delivery of high quality FI services that best meet the needs of consumers. Bidders should identify these approaches in Section 6.2 of the Technical Proposal. Such practices are not limited to, but may include:

- a) Providing peer supports, including peer mentoring and counseling for consumers and their identified supports to assist in navigating their responsibilities as joint employer;
- b) Conducting visit(s) to the consumer's home;
- c) With the consent of consumers, conducting face-to-face orientation for PAs;
- d) Providing support for consumers to assist them in their role as a joint employer in areas including, but not limited to recruiting, interviewing, dealing with difficult employees, effective supervision and termination of employment;
- e) Establishing a consumer advisory committee that includes PAs, FI staff, MCOs, LDSS and consumers across the state; and
- f) Establishing, maintaining, and monitoring an electronic email or an ADA compliant, user-friendly website that provides information to consumers and their identified supports and provide a means to report and/or resolve complaints and answer inquiries.

4.3 Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements

The awarded Statewide FI will accept and acknowledge its role as Fiscal Intermediary is that of a joint employer, with the CDPAP consumer, of the personal assistant (PA). Refer to the acknowledgement language in [Attachment B](#), a copy of which must be signed and submitted with every proposal.

In the delivery of the services described in Section 4.1, the **Awarded Statewide FI**, on its behalf and on behalf of the consumers it serves, is responsible for:

- a) Ensuring full and timely payment of wages established by the awarded Statewide FI, per applicable labor laws, preferably by direct deposit, and providing all statements and maintaining all records required by the New York State Labor Law

- b) Maintaining all documentation needed to process and submit all required income tax and other required withholdings and any optional deductions
- c) Tabulating appropriate hours for employee paychecks when services are rendered for multiple consumers by a single PA and/or multiple PAs for a single consumer
- d) Complying with all applicable social security, Workers' Compensation, disability and unemployment insurance employer requirements
- e) Ensuring all PA employment forms are completed correctly and adequately and identify the awarded Statewide FI as the employer of record, including but not limited to:
 - I-9 Employment Eligibility Verification
 - NYS 100 Registration for Unemployment Insurance Withholding Tax and Wage Reporting
 - W-4 Federal Employee's withholding Allowance Certificate and
 - IT-2104 State Employee's Withholding Allowance certificate
- f) Coordinating PA benefits, including annual leave, health insurance and employee benefits as applicable
- g) Reporting wages paid and taxes withheld using appropriate forms (e.g., Form W-2, Wage and Tax Statement, Form NYS-45)
- h) Maintaining and making available to the Consumer information detailing the wage rates and benefits of PAs
- i) Auditing Consumers 'PA billing records, and resolving any anomalies
- j) Processing termination documentation once notified by the Consumer that their PA has been terminated and
- k) Processing wage verification requests, Paid Family Leave (PFL) claims and Family Medical Leave Act (FMLA) claims

4.4 Statewide Fiscal Intermediary Compliance Requirements

In performing FI services described within the Scope of Work, the awarded Statewide FI must comply with all applicable State and federal laws, rules, regulations, and guidance, including, but not limited to:

- a) The awarded Statewide FI will be required to enroll as a CDPAP-FI enrolled Medicaid provider. A bidder that is not a CDPAP-FI enrolled Medicaid provider must successfully enroll before any contract awarded under this procurement will become effective. Any award under the terms of this RFP will be conditioned on such enrollment;
- b) N.Y. Soc. Servs. Law § 365-f and any successor law or laws;
- c) 18 N.Y. Codes Rules and Regulations § 505.28 and any successor rule or rules;
- d) 18 N.Y. Codes Rules and Regulations Part 504, including but not limited to § 504.3 that specify the responsibilities of providers enrolled in Medicaid and any successor rule or rules;
- e) N.Y. Pub. Health Law § 3614-c (Wage Parity) and any successor law or laws;
- f) State and federal labor laws, including but not limited to laws pertaining to overtime pay;
- g) Wage and labor agreements, including union contracts and collective bargaining agreements;
- h) Maintain personnel records for each PA, including time records and other documentation needed for wages and benefit processing and a copy of the medical documentation, as well as documentation, where applicable, of completed background checks and completed training requirements;

- i) Electronic Visit Verification requirements the Department has implemented or will implement to comply with the federal 21st Century Cures Act. Please see https://www.health.ny.gov/health_care/medicaid/redesign/evv/index.htm for additional information; and
- j) Department issued guidance and directives, and any other guidance, templates or directives the Department may issue with respect to marketing and marketing materials; and
- k) The Department will require regular reporting from the Statewide FI as identified in Section 4.6 and 4.7 of the RFP. The frequency, format and content will be delineated after contract award.

4.5 Fiscal Intermediary Organizational Requirements

The awarded Statewide FI will:

- a) Serve any consumer in a statewide capacity, and work with subcontractors and entities throughout the state;
- b) Have and maintain an effective organizational structure with qualified administrative staff to deliver all the services of the Statewide FI and ensure all FI personnel have the appropriate training and knowledge to fulfill their duties to the FI;
- c) Maintain an organizational chart with professional and managerial lines of authority and submit such chart to the Department upon request;
- d) Ensure the avoidance of actual or perceived conflicts of interest while operating as the Statewide FI (see Section 6.2.C and Attachment 4). Actual or perceived conflicts may include but are not limited to:
 - An entity that is owned or controlled by a Licensed Home Care Services Agency (LHCSA) or a Managed Care Organization (MCO) in New York State or that owns or holds the controlling interest in a LHCSA or MCO in New York State;
- e) Ensure that it has the appropriate cultural and linguistic competencies to serve consumers and those of the available PAs that assist consumers;
- f) Certify that all physical location(s), at a minimum, satisfy the 2010 Americans with Disabilities Act Standards for Accessible Design (ADA) (https://www.ada.gov/2010ADASTandards_index.htm), and meet all State and municipal building codes. In satisfying this standard, the location's accessible features must include, but are not limited to the entrance, path of travel, restrooms, and meeting spaces. The location must provide at least one "family assistance" restroom to allow a person to receive assistance. Parking must not only comply with ADA standards, but also with New York law (<https://northeastada.org/resource/accessible-parking-and-public-accommodations-overview-of-requirements-frequently-asked-questions>) i.e., all accessible parking spaces must be van accessible;
- g) Maintain a local presence in each region of the state (see Attachment D), that ensures the Statewide FI can effectively and timely deliver the services required in Section 4.0; and
- h) Establish, maintain, and periodically review disaster preparedness and emergency plans and procedures related to the provision of required FI services; and
- i) Provide a description of all pending audits related to fiscal intermediary services, both in New York and other states where the awarded Statewide FI is currently or has been operating.

4.6 Fiscal Monitoring and Oversight Requirements

The Awarded Statewide FI will:

- a) Submit annual direct care and administrative cost reports required pursuant to SSL 365-f(4-a)(c);
- b) Maintain written fiscal procedures that comply with generally accepted accounting principles and Medicaid rules and regulations, including internal control procedures;
- c) Along with its subcontractors, the awarded Statewide FI will retain and preserve financial and other records that facilitate fiscal monitoring and audits, for a period of no less than six (6) years from the date that services were rendered.
- d) Provide fiscal oversight and actively investigate issues regarding fiscal integrity;
- e) Establish and implement corporate compliance policies and procedures in accordance with the Federal Deficit Reduction Act and the False Claims Act to prevent, detect and report fraud, waste and abuse by board members, employees and consumers, and develop strategies to prevent and detect such fraud. The awarded Statewide FI along with its subcontractors, will refer to the Office of the Medicaid Inspector General (OMIG) any allegations of fraud, waste and abuse identified. For more information, see the CMS website on the Medicaid Integrity Program, found here: <https://www.cms.gov/Medicare-Medicaid-Coordination/Fraud-Prevention/MedicaidIntegrityProgram/index.html>
- f) Comply with all provisions of 18 NYCRR Parts 514-520 and align with Office of Medicaid Inspector General (OMIG) Compliance Program required duties (see <https://regs.health.ny.gov/content/section-5213-compliance-program-required-provider-duties>); and
- g) Along with its subcontractors, the awarded Statewide FI will be subject to audit, investigation, and review by OMIG for a period consistent with the requirements outlined in 18 NYCRR Part 517. The awarded Statewide FI and its subcontractors will work cooperatively with the Department of Health, Office of the State Comptroller (OSC), OMIG, the New York State Office of the Attorney General, the Department of Health and Human Services (DHHS), the DHHS Office of Inspector General (OIG), and their designated representatives by furnishing any records and information upon request.
- h) Provide the Department with a quarterly report regarding the Contractor's EVV compliance with section 12006(a) of the 21st Century Cures Act and the bidder's EVV system's completeness and accuracy as required by 18 NYCRR Part 514.
- i) Capture, verify, and accurately report with respect to any claims, the unique identifier of the PA as required by SSL § 365-f(3).

4.7 Quality Monitoring and Reporting Requirements

The awarded Statewide FI will be required to submit a Quality Management Plan. In addition, the awarded Statewide FI shall submit reports to the Department that include, but are not limited to, quality measures and other data to assist the Department, consumers, LDSS and MCOs with evaluating the effectiveness and quality of services provided by the FI under this contract and their impact on the overall quality and effectiveness of CDPAP. These reports are in addition to the requirement that the awarded Statewide FI submit annual direct care and administrative cost reports as required by Section 4.1 and SSL § 365-f. The Department reserves the right to make any and all reports public.

The data to be collected and reported, the format of such reports, and the frequency for filing such reports will be determined by the Department. The awarded Statewide FI will be required to cooperate with efforts by the Department to assess FI services under CDPAP including conducting a consumer satisfaction survey.

4.8 Information Technology Requirements

All applications and all systems and components supporting the application, including but not limited to any forms and databases that include personal health, personal identification or other NYS information, must comply with all NYS security policies and standards listed at <http://its.ny.gov/tables/technologypolicyindex.htm>, as well as all NYS Electronic Visit Verification policies and standards.

4.9 Privacy, Security and Confidentiality Requirements

The awarded Statewide FI will comply fully with all current and future NYS privacy, confidentiality, and security policies and standards, as well as with all applicable State and federal requirements, in performance of this contract. This shall include all privacy and security policies and procedures of the Department (<https://its.ny.gov/eiso/policies/security>) and applicable state and federal law, rules, regulations, and administrative guidance with respect to the performance of this contract. The awarded Statewide FI will comply fully with all current and future updates of the security procedures of the DOH, as well as with all applicable State and Federal requirements, in performance of this contract.

Medicaid data may not be used for purposes other than the administration of the Medicaid program. The awarded Statewide FI may not, without written authorization from the DOH, divulge to third parties any confidential information obtained by the awarded Statewide FI or its agents, distributors, resellers, subcontractors, officers or employees while performing contract work. DOH will have absolute authority to determine if, and when, any other party may be allowed to access information. Confidentiality is the concept that data will be viewable only by those who are explicitly permitted to view it. The awarded Statewide FI will maintain and retain all programmatic records, supporting documents, statistical record and other records related to the performance of the FI contract for a minimum of six (6) years from the expiration of the contract.

The awarded Statewide FI and subcontractors may be required to execute a number of security and privacy agreements, including but not limited to a Data Use Agreements and/or Business Associate Agreements.

The awarded Statewide FI will implement and maintain plans, procedures, policies, internal controls, and appropriate administrative, technical, and physical safeguards, consistent with applicable laws and rules to ensure the security, confidentiality, integrity, and availability of personal identifiable information and protected health information (collectively referred to herein as "Protected Information") created, collected, used, transferred, and/or disclosed by the awarded Statewide FI. At a minimum, such plans, procedures, policies, internal controls, and appropriate administrative, technical, and physical safeguards shall address:

- The secure and confidential storage of hard copy and electronically stored information;
- Protected information is only used by or disclosed to those authorized to receive or view it;
- Protected information is protected against any reasonably anticipated threats or hazards to the confidentiality, integrity, and availability of such information;
- Protected information is protected against any reasonably anticipated uses or disclosures of such information that are not permitted or required by law; and
- Protected information is securely destroyed or disposed of in an appropriate and reasonable manner and in accordance with retention schedules.

The Statewide FI is required to maintain and provide to the Department upon request their data privacy and security plans and procedures as well as a plan for meeting HIPAA requirements, including all plans as they relate to subcontractor work where applicable. Such plans should contain procedures to periodically assess, and update the security controls and related system risks to ensure the continued effectiveness of those controls.

The awarded Statewide FI must notify DOH immediately if any breach of privacy or confidentiality occurs.

The awarded Statewide FI 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 awarded Statewide FI must ensure that it is in compliance with all applicable New York State security policies and standards defined in the New York State ITS security policies and standards (<http://its.ny.gov/eiso/policies/security>), including, but not limited to:

- NYS-P03-002 – Information Security Policy,
- NYS-P10-006 – Identity Assurance Policy,
- NYS-S13-001 – Secure System Development Life Cycle Standard,
- NYS-S13-002 – Secure Coding Standard (if applicable),
- NYS-S13-004 – Identity Assurance Standard,
- NYS-S14-003 – Information Security Controls Standard,
- NYS-S14-005 – Security Logging Standard,
- NYS-S14-007 – Encryption Standard,
- NYS-S15-008 – Secure Configuration Standard,
- NYS-S14-013 – Account Management / Access Control Standard,
- NYS-S15-001 – Patch Management Standard (if applicable), and
- NYS-S15-002 – Vulnerability Scanning Standard.

4.10 Transition Requirements

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

In addition to complying with the transition requirements provided in § 365-f (4-d) and any directives or guidance the Department may issue to facilitate a transition, the awarded Statewide FI and its subcontractors shall generally ensure that any transition to the Department, Departmental agent, or successor Statewide FI be done in a way that provides the Department with uninterrupted FI administrative functions and responsibilities as currently required under statute and regulation for FI services. This includes a complete and total transfer of all data, files, reports, and records generated from the inception of the contract through the end of the contract to the Department or another Department agent should that be required during or upon expiration of its contract.

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

The awarded Statewide FI 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 Department or another Departmental agent should that be required during or upon expiration of its contract. The plan and documentation must be submitted to the Department no later than six (6) months before the last day of its contract with the Department of Health or upon request of the Department.

5.0 ADMINISTRATIVE INFORMATION

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

5.1 Restricted Period

“Restricted period” means the period of time commencing with the earliest written notice, advertisement, or solicitation of a RFP, Invitation for Bids (“IFB”), or solicitation of offers, 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.

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 Department of Health identifies a designated contact on the face page of this RFP to whom all communications attempting to influence this procurement must be made.

5.2 Questions

As provided in Section 1.0: Calendar of Events, there is an opportunity to submit written questions and requests for clarification regarding this RFP. All questions and requests for clarification must 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 Contract awarded under this RFP will authorize the bidder to provide Fiscal Intermediary Services to consumers enrolled in the NY-Medicaid Consumer Directed Personal Assistance Program. In operating as the Statewide FI, the Statewide FI will be reimbursed for both: 1) Administrative Costs; and 2) Direct Care Service Costs.

1. Administrative Costs

- Payment for Administrative Costs will be based on the Contractor’s Proposed Per Member Per Month (PMPM) price included in its submitted Attachment F: Cost Proposal. The Proposed PMPM will be an all-inclusive price to complete all FI Statewide Administrative functions through the resulting contract. The Contractor will not be reimbursed separately by NYS or any other entity for any Administrative Services outside of its Proposed PMPM bid under this RFP;
- FI Administrative Costs will be reimbursed monthly in accordance with the policies in effect on the date the services are rendered.

2. Direct Care Service Costs

- The awarded Statewide FI contracted by the Department through this RFP will also be qualified to enter into contracts with the managed care organizations (MCOs) or Local Departments of Social Services (LDSS) to support reimbursement for direct care service delivery by the CDPA. The terms of these contracts shall be consistent with State and federal laws, rules, regulations, and applicable guidance.
- The Direct Care Service Costs will be reimbursed separately from the Administrative Costs outlined above, according to the contracts with the managed care organization or the Fee For Service (FFS) Fee Schedule for FFS Members.

5.5 Minority & Women-Owned Business Enterprise (M/WBE) Requirements and Equal Employment Opportunity (EEO) Reporting

For purposes of this RFP, DOH hereby establishes an overall goal of 0% for M/WBE participation, based on the current availability of qualified MBEs and WBEs and outreach efforts to certified M/WBE firms.

By submission of a bid in response to this RFP, 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 awarded Statewide FI will be required to certify it has 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 awarded Statewide FI and subcontractors 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 awarded Statewide FI 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 awarded Statewide FI, 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 offer 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 offer.

The directory of New York State Certified M/WBEs 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 to establish Contractor's "good faith efforts".

A 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](#). (Calendar of Events). Nothing prohibits an M/WBE Vendor from proposing as a prime Contractor.

5.6 Contract Insurance Requirements

Prior to the start of work under the Contract, the awarded Statewide FI shall procure, at its sole cost and expense, and shall maintain in force at all times during the term of the 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.

5.6.1 Data Breach and Privacy/Cyber Liability including Technology Errors and Omissions

The Contractor and any subcontractor retained by the Contractor shall carry and maintain applicable coverage during and for a period of two (2) years after termination of this contract, Data Breach and Privacy/Cyber Liability Insurance, including coverage for failure to protect confidential information and failure of the security of the Contractor's computer systems or the Department's Authorized Users' systems due to the actions of the Contractor which results in the unauthorized access to the Department's data.

The Contractor shall maintain said insurance at the limit of \$5,000,000 to provide coverage for damages arising from, but not limited to the following:

- Breach of duty to protect the security and confidentiality of nonpublic proprietary information;
- Personally identifiable nonpublic information (e.g., medical, financial, or personal in nature in electronic or non-electronic form);
- Privacy notification costs;
- Regulatory defense and penalties;
- Website media liability; and
- Cyber theft of the Department's property, including but not limited to money and securities. If the policy is written on a claims made basis, the Contractor must submit to the Department an Endorsement providing proof that the policy provides for the purchase an Extended Reporting Period ("tail coverage") to provide coverage for no less than three (3) year after termination of the contract.

5.6.2 Revolving Credit Facility

Without additional cost to the Department, and as a material condition of the Contract, the Contractor must furnish, for the duration of the contract term (including any extensions) plus one hundred eighty (180) calendar days thereafter, an irrevocable Revolving Credit Letter of Credit (LOC) or Revolving Line of Credit, for the third-party benefit of the Department in the amount of at least one hundred million U.S. Dollars (\$100,000,000.00), to be used exclusively by the Contractor to meet its obligations and responsibilities under the Contract, including but in no way limited to, ensuring that the Contractor maintains sufficient liquidity to guaranty timely and uninterrupted payment to all PAs for the duration of the contract term. The LOC/Revolving Credit Agreement shall be issued by or entered into with a singular financial institution ("Issuer") licensed to do business under the laws of the State of New York. The Issuer shall be subject to the approval of the Department. The form for the LOC/Revolving Credit Agreement shall be subject to the approval of the Department. The Contractor must provide a draft LOC/Revolving Credit Agreement to the Department within ten (10) business days of notice from the Department of contract approval. Failure to provide the draft LOC/Revolving Credit Agreement to the Department within ten (10) business days of such notice will constitute grounds for termination for cause. The executed LOC/Revolving Credit Agreement must be provided to the Department within ten (10) business days of the Department's approval of the draft LOC/Revolving Credit Agreement. The Department reserves the right to extend the due date for the executed LOC/Revolving Credit Agreement based on circumstances the Department determines to be reasonable. Failure to provide the final LOC/Revolving Credit Agreement to the Department within the date set will constitute grounds for termination for cause. The LOC/Revolving Credit Agreement must contain provisions that satisfy the following requirements:

1. Indemnification of the Department: Any failure of the Contractor to abide by the terms of its LOC/Revolving Credit Agreement shall in no way result in liability to the Department or to the State of New York. The Contractor will indemnify the Department and the State of New York with regard to any claim by the Issuer against the Department or the State of New York with regard to the LOC/Revolving Credit Agreement, for any reason.
2. Required Notices: Issuer is required to provide the Department with written notice of: i) any failure by the Contractor to abide by its LOC/Revolving Credit Agreement with the issuer; ii) any failure of the Issuer to renew the LOC/Revolving Credit Agreement. Such written notice shall be provided so that it is received by the Department within five (5) business days of each such event. As set forth in ii, should the Contractor fail to obtain an LOC/Revolving Line of Credit from another financial institution, the Department shall be entitled to draw the balance of the LOC/Revolving Line of Credit within one (1) business day of receipt of such notice.

3. The LOC/Revolving Credit Agreement must provide funds to the Department for any liability, loss, damage, or expense as a result of the Contractor's failure to perform fully and completely all requirements of the Contract. Such requirements include, but are not limited to, the Contractor's obligation to pay liquidated damages, indemnify the Department under circumstances described in the Contract, and the Contractor's obligation to perform the services required by the Contract throughout the entire term of the Contract.
4. The LOC/Revolving Credit Agreement shall also provide that the bank, as defined in subdivision one of section two of New York Banking Law, where the drafts are drawn must be located within New York State.

5.7 Subcontracting

Bidders may propose the use of subcontractors consistent with this section. The Department reserves the right to review and approve all subcontractor agreements. Awards may be made conditional on the review and approval of subcontractors or subcontract agreements. The bidder is not required to identify all subcontracting arrangements in this response; the Department will work with the awarded Statewide FI to review and approve subcontractor arrangements upon contract.

All subcontracting agreements 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, including Section 4.9, Privacy, Security and Confidentiality Requirements between the DOH and the awarded Statewide FI.

During the term of the prime contract, the awarded Statewide FI may submit a request to the Department to add, change, or remove subcontractors. The Department reserves the right to review and approve the new subcontractors or subcontract agreements.

DOH reserves the right to require removal of any subcontractor, either upon review of a bid, or during the term of the contract awarded under this RFP, for reasons including, but not limited to, non-performance, poor performance, and being on an OIG or OMIG exclusion list. In the event that a subcontractor is removed from the Program due to performance or for any other reason, the Awarded Statewide FI must promptly develop, and submit to DOH, a plan to cover the services and functions the subcontractor was performing in accordance with the bid submitted and approved by DOH.

Subcontractors may provide services and support functions that assist or enable the Awarded Statewide FI to perform FI services. Subcontractors may NOT directly perform any of the following:

- enter into a contract for the provision of fiscal intermediary services with the Department;
- set wages and establishing benefits for personal assistants (PAs);
- maintain workers compensation, disability, or unemployment insurance policies for PAs;
- appear at workers compensation, disability or unemployment hearings;
- maintain personnel records for each PA and maintain records of Consumers' service authorization or plan of care (subcontractors may maintain copies or duplicate records);
- enter into Department approved memoranda of understanding with Consumers; or
- enter into contract with managed care organizations.

In any arrangement between the Statewide FI and a subcontractor, the Statewide FI shall retain and acknowledge responsibility as joint employer of the PA, to the extent of such employment responsibilities, as if contractor had not engaged a subcontractor for the performance of any duties, best practices, or other services related to this RFP and FI services.

In addition, the Statewide FI shall:

- Require subcontractors to promptly notify Statewide FI of any court case, administrative hearing, or other proceeding in which the subcontractor is named with respect to any PA's labor or employment-related claim (including, but not limited to, claims for lost wages, unemployment insurance, workers compensation, etc.); and
- Agree to intervene in any such proceeding and to indemnify and hold harmless subcontractors with regard to any liability incurred as a result of a decision, verdict, or other determination rendered with respect to such claims.

- Contract with an EVV vendor, if necessary, to collect and submit data to the NYS Aggregator in accordance with the 21st Century Cures Act and NYS EVV standards and policies.

The Department may introduce additional requirements and restrictions on subcontracting after the award, through the contract with the Department.

5.8 DOH's Reserved Rights

The Department of Health reserves the right to:

1. Reject any or all bids received in response to the RFP;
2. Withdraw the RFP at any time, at the Department's sole discretion;
3. Make an award under the RFP in whole or in part;
4. Disqualify any bidders whose conduct, and/or bid fails to conform to the requirements of the RFP;
5. Seek clarifications and revisions of bids;
6. Use bidder 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 bid 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 bidder selected to be the awarded Statewide FI 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 bids received;
15. Consider every bid to 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 bid is subject to withdrawal communicated in a writing signed by the bidder; 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 bidder's bid and/or to determine a bidder's compliance with the requirements of the RFP.

5.9 Freedom of Information Law ("FOIL")

All bids may be disclosed or used by DOH to the extent permitted by law. DOH may disclose a bid to any person for the purpose of assisting in evaluating the bid or for any other lawful purpose. All bids will become State agency records, which will be available to the public in accordance with the Freedom of Information Law (FOIL). **Any portion of the bid that a bidder believes constitutes trade secret(s), critical infrastructure information, or information that if disclosed would cause substantial injury to the competitive position of the bidder and is entitled to confidential handling, as an exception to FOIL, must be clearly and specifically designated in the bid along with an explanation as to why the bidder believes that portion contains a trade secret, critical infrastructure information, or information that if disclosed would cause substantial injury to the competitive position of the bidder and is entitled to exemption under the Freedom of Information Law.** In the event that DOH receives a FOIL request for a bid record, DOH will evaluate the request for confidential handling at that time. If DOH agrees that the identified information is entitled to confidential handling under FOIL, the designated portion of the bid will be withheld from public disclosure. Under FOIL, blanket assertions that the entire record is entitled to confidential handling, or unsupported conclusory assertions that any part of the record is entitled to confidential handling, cannot be accepted, and failure to specifically designate why material should be withheld from public release may be deemed a waiver of any right to confidential handling of such material.

5.10 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 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.

5.11 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 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 the awarded Statewide FI. Nevertheless, bidders are 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.

5.12 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.

5.13 Vendor Assurance of No Conflict of Interest or Detrimental Effect

All bidders responding to this RFP should submit [Attachment 4](#) to attest that their performance of the services outlined in this RFP 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. See Section 4.5.d) and Section 6.2.C for specific submission requirements of Attachment 4.

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 will 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.

6.1 Administrative Proposal

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

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.

6.1.1 Bidder's Disclosure of Prior Non-Responsibility Determinations

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

6.1.2 Freedom of Information Law – Proposal Redactions

Bidders must clearly and specifically identify any portion of their proposal that a bidder believes constitutes proprietary information entitled to confidential handling as an exception to the Freedom of Information Law. See [Section 5.9](#), (Freedom of Information Law)

6.1.3 Vendor Responsibility Questionnaire

Complete, certify, and file a New York State Vendor Responsibility Questionnaire. DOH recommends that bidders 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 www.osc.state.ny.us/vendrep.

Bidders 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.

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

6.1.4 Encouraging Use of New York Businesses in Contract Performance

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

6.1.5 Bidder's Certified Statements

Complete, sign and submit [Attachment 7](#), "Bidder's Certified Statements", which includes information regarding the bidder. [Attachment 7](#) 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.

6.1.6 Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination

Bidder should complete and 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.

6.1.7 Executive Order 16 Prohibiting Contracting with Businesses Conducting Business in Russia

Bidder should complete and submit [Attachment 12](#) certifying the status of their business operations in Russia, if any, pursuant to Executive Order 16.

6.1.8 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, the Office of the State Comptroller, and Department of Civil Service.

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

6.1.9 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 contractor's 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 offeror 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 ^ 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>.

Submit these Forms, 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

6.1.10 MWBE Forms

Submit completed Form #4 and Form #5 as directed in [Attachment 5](#), "Guide to New York State DOH MWBE RFP Required Forms."

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

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

The selection of contractors shall be based on criteria related to the bidder's ability to:

- Meet the bidder qualifications for bidding; and
- Best meet the fiscal intermediary services as included in Sections 4.0 through 4.7.

A. Title Page

Submit a Title Page providing:

- RFP subject and number;
- Bidders name and address,
- Other names by which the bidders may be known (e.g., d/b/a)
- Bidder's FEIN
- NYS Tax ID Number
- NYS Department of State ID Number
- Bidder's MMIS Number (if applicable)
- Bidder's NPI (if applicable)
- Name, address, telephone number, and email address of the bidder's contact person; and
- 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 bid.

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

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

As stated in Section 4.5.d, the Statewide FI will ensure the avoidance of actual or perceived conflicts of interest while operating as the Statewide FI. At the time of bid, if the bidder possesses any actual or perceived conflicts of interest, including those identified in Section 4.5.d, the bidder should provide a narrative within its Administrative Proposal detailing:

- The nature of the conflict(s), whether actual or perceived;
- A mitigation strategy depicting how such conflict(s) would be mitigated prior to the contract start date; and
- A strategy for how such conflict(s) of interest will be monitored and prevented during the resulting contract.

D. Documentation of Bidder’s Eligibility Responsive to Section 3.0 of RFP

Bidders must complete and submit **Attachment B** to certify and attest that they **meet all the requirements stated in Section 3.0 and Attachment B**.

As well as completion of Attachment B to certify and attest, Bidders should provide a narrative description identifying how the bidder meets the minimum requirements outlined below:

- An entity capable of performing statewide fiscal intermediary services with demonstrated cultural and language competencies specific to the population of consumers and those of the available workforce with experience serving individuals with disabilities and as of April 1st, 2024, is providing services as a fiscal intermediary on a statewide basis in at least one other state.

E. Program Specific Certifications and Attestations

Bidders must complete and submit **Attachment C** to certify and attest to the following:

- Bidder attests that, every bidder and every subcontractor will have met and will continue to meet the requirements of section 220(3-a)(a)(iii) of the Labor Law that sets forth the certified payrolls and obligations related to such payrolls.
- Bidder attests that they will accept consumers in all service areas.
- Bidder certifies that all physical location(s), at a minimum, satisfy the 2010 Americans with Disabilities Act Standards for Accessible Design (https://www.ada.gov/2010ADASTandards_index.htm), and meet all State and municipal building codes. In satisfying this standard, the location’s accessible features must include, but are not limited to the entrance, path of travel, restrooms, and meeting spaces. The location must provide at least one “family assistance” restroom to allow a person to receive assistance from an attendant. Parking must not only comply with ADA standards, but also with New York law (<https://northeastada.org/resource/accessible-parking-and-public-accommodations-overview-of-requirements-frequently-asked-questions>), i.e., all accessible parking spaces must be van accessible.
- Bidder attests they will work cooperatively with Department of Health, Office of the State Comptroller (OSC), OMIG, the New York State Office of the Attorney General, the Department of Health and Human Services (DHHS), the DHHS Office of Inspector General (OIG), and their designated representatives.
- Bidder attests they will, in performing FI and other related services described in Section 4.0, comply with all applicable State and federal laws, rules and guidance including, but not limited to, those outlined in Section 4.4 Fiscal Intermediary Compliance Requirements.
- Bidder attests that they as Statewide FI will, and subcontractors will NOT, directly perform any of the following FI duties:
 - enter into FI contract with the Department;
 - set wages and establishing benefits for PAs;
 - maintain workers compensation, disability, or unemployment insurance policies for PAs;
 - appear at workers compensation, disability or unemployment hearings;

- maintain personnel records for each PA and maintain records of Consumers' service authorization or plan of care (subcontractors may maintain copies or duplicate records);
- enter into Department approved memoranda of understanding with Consumers; and
- enter into contract with managed care organizations.

Bidders must agree to all certifications and attestations in **Attachment C** and sign the form indicating acceptance.

F. Technical Proposal Narrative/Executive Summary

Per statute, SSL § 365-f, the Department will select the Statewide FI based on the bidder's ability to demonstrate they can provide the services described in Section 4.0: Fiscal Intermediary Scope of Work.

The technical proposal should provide satisfactory evidence of the bidder's ability to meet, and expressly respond to, each requirement of and information requested in this RFP in Section 4.0. The summary should include any experience, attributes, special techniques, skills or abilities the Offeror possesses.

Bidders should respond to each element of the scope of work outlined below and label each section by its corresponding letter/number in the scope of work.

In addition to the responses included in the bidder's proposal, the responses provided in a Bidder's Vendor Responsibility Questionnaire may be considered in the evaluation of the bidder's compliance with all federal and state laws and regulations.

F.1 Required Fiscal Intermediary Scope of Work

1. Bidders should describe their ability and experience with providing, or how they are qualified to provide, the FI services defined by SSL § 365-f (4-a)(a)(ii) and 18 NYCRR § 505.28(j), including the list below.
 - a) Processing wages and benefits for each personal assistant (PA), including establishing the amount of each PA's wages;
 - b) Processing all applicable income tax and other required wage withholdings including Social Security and federal, state, local income taxes;
 - c) Complying with worker's compensation, disability and unemployment requirements;
 - d) Ensuring the health status of each PA is assessed prior to service delivery pursuant to 10 NYCRR § 766.11(c) and (d) or any successor regulation;
 - e) Maintaining personnel records for each PA, including time records and other documentation needed for wages and benefit processing and a copy of the medical documentation required above by 4.1(b), as well as documentation, where applicable, of completed background checks and completed training requirements;
 - f) Maintaining records for each consumer including copies of Local Departments of Social Services' (LDSS') or Managed Care Organization's (MCO's) service authorizations or reauthorizations;
 - g) Monitoring the consumer's (or if applicable, the consumer's designated representative's) continuing ability to fulfill the consumer's responsibilities under CDPAP and promptly notifying the authorizing entity (i.e., the LDSS or MCO) of any circumstance that may affect the consumer's (or if applicable, the consumer's designated representative's) ability to fulfill those responsibilities;
 - h) Entering into PA reimbursement agreements with MCOs for the provision of services;
 - i) Entering into a Department approved memoranda of understanding with Consumers that describes the parties' (Consumer, FI and LDSS or MCO as appropriate) responsibilities under CDPAP; and
 - j) Any additional services required to be performed pursuant to regulations established by the Commissioner of Health specifying the responsibilities of FIs providing services under this title.

2. Describe the ability and experience the bidder has in serving members with disabilities.
3. Describe the ability and experience of the bidder to provide cultural and linguistic competencies that reflect the needs of the consumers they propose to serve.

F.2 Best Practices

1. Describe how, in carrying out the specific duties described in Section 4.0, the bidder plans to implement any creative approaches (see Section 4.2 for specific examples) in delivering high quality FI services that best meet the needs of consumers.

F.3 Fiscal Intermediary Organizational Requirements

Provide responses for the following:

1. Describe how the FI is willing and able to serve any consumer statewide.
2. Describe how the FI plans to maintain a local presence that ensures the awarded Statewide FI can effectively and timely deliver the services required by Section 4.0.
3. Describe how the FI has and will maintain an effective organizational structure with qualified administrative staff to deliver all the services of the Statewide FI.
4. Submit an organizational chart with professional and managerial lines of authority.
5. Describe the qualifications and training required of FI administrative personnel and how the qualifications and training are appropriate for ensuring personnel have the knowledge and ability to fulfill their duties to the FI.
6. Provide a list of all written FI policies and procedures, including policies for FI administrative staff. The Department reserves the right to request copies of all policies and procedures or conduct on-site visits to review all policies and procedures.
7. Describe how the bidder will ensure the availability of cultural and language competencies to serve its consumers and those of the available PAs that assist consumers.
8. Describe the establishment, maintenance, and periodic review of the bidder disaster preparedness and emergency plans and procedures related to the provision of required FI services.

F.4 Fiscal Monitoring and Oversight

1. Describe how the bidder plans to:
 - a) Maintain written fiscal procedures that comply with generally accepted accounting principles and Medicaid rules and regulations, including internal control procedures;
 - b) Maintain financial records that facilitate fiscal monitoring and audits;
 - c) Provide fiscal oversight and actively investigate issues regarding fiscal integrity;
 - d) Conduct an annual risk assessment of all Statewide Fiscal Intermediary and subcontractor operations;
 - e) Establish and implement corporate compliance policies and procedures in accordance with the Federal Deficit Reduction Act and the False Claims Act to prevent, detect and report fraud, waste and abuse by board members, employees and consumers, and develop strategies to prevent and detect such fraud. For more information, see the CMS website on the Medicaid Integrity Program, found here: <https://www.cms.gov/Medicare-Medicaid-Coordination/Fraud-Prevention/MedicaidIntegrityProgram/index.html>; and

- f) Align with OMIG Compliance Program required duties (see <https://regs.health.ny.gov/content/section-5213-compliance-program-required-provider-duties>)
2. Provide a description of all pending audits and the bidder's proposed process for responding to open or potential future audits related to fiscal intermediary services, both in New York and other states where the awarded Statewide FI is in operation.

F.5 Quality Monitoring and Reporting

1. Describe how the bidder will comply with the reporting requirements in Section 4.7, including systems to be used to track required data.
2. Describe the bidder's current Quality Management Approach, which may include submission of a previously utilized Quality Management Plan.
3. Describe the bidder's previous experience creating, implementing, and following quality management, including how quality has been monitored by the bidder.
4. Describe how operational enhancements and program efficiencies have been enacted throughout a previous contract.

F.6. EVV System

Describe the following elements of the bidder's EVV system and experience:

- a) The bidder's EVV system current usage in other states
- b) The bidder's knowledge and experience creating, using, and integrating EVV systems with other internal and external systems
- c) The number of dedicated and/or knowledgeable staff in EVV systems
- d) A description of how the bidder will ensure that claims are correct and timely
- e) A description of how the bidder will ensure employees are trained appropriately on EVV systems
- f) The bidder's ability to comply with NYS EVV guidance, policies, and standards
- g) Any auditing results of the bidder's EVV system

6.3 Cost Proposal

The Contract awarded under this RFP will authorize the bidder to provide Fiscal Intermediary Services to consumers enrolled in the NY-Medicaid Consumer Directed Personal Assistance Program. In operating as the Statewide FI, the Statewide FI will be reimbursed for both: 1) Administrative Costs; and 2) Direct Care Service Costs. However, bidders are only required to propose a single all-inclusive Per Member Per Month (PMPM) price for the Administrative Services identified in this RFP.

Bidders must complete and sign Attachment F: Cost Proposal and Attachment F-1: Cost Proposal Affidavit. The Cost Proposal shall comply with the format and content requirements as detailed in this RFP. Failure to comply with the format and content requirements may result in disqualification in DOH's sole discretion.

The bidder shall use the information provided within this RFP, including current served populations described in the appendices, as well as its knowledge of New York and experience in other States to complete Attachment F: Cost Proposal. Within Attachment F, bidders must provide a single all-inclusive Per Member Per Month (PMPM) price to

complete all FI Statewide Administrative functions through the resulting contract. The Contractor will not be reimbursed separately by NYS or any other entity for any Administrative Services outside of its proposed single all-inclusive PMPM bid under this RFP. This single all-inclusive PMPM will be for all populations in all regions and must consider all aspects and functions of the Statewide FI.

The awarded Contractor will not be reimbursed separately for any costs outside of its submitted Attachment F: Cost Proposal and the direct care service delivery compensated separately as identified in Section 5.4: Payment.

The proposed single all-inclusive PMPM price should be in whole cents only. Fractions of cents will not be rounded up or down. The Department will ignore any and all numbers beyond two (2) decimal places.

7.0 PROPOSAL SUBMISSION

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

Submit a complete proposal via email to: OHIPcontracts@health.ny.gov with the subject "Bidder Submission Under RFP #20524". Include, as attachments to the email, three complete distinct PDF files labeled "Administrative Proposal", "Technical Proposal", and "Cost Proposal". In the event an electronic submission cannot be read by the Department, the Department reserves the right to request a hard copy and/or electronic resubmission of any unreadable files. Bidder shall have two (2) business days to respond to such requests and must certify the resubmission is identical to the original submission.

The bid 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.

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 bidders" shall be selected for award (State Finance Law, Article 11, §163(1)(j)).

DOH, in 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 RFP will 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 **65%** of a proposal's total score and the information contained in the Cost Proposal will be weighted **35%** 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, will be lowest cost. In the event of a true tie where lowest cost is equal, the Department will invoke a Best and Final Offer as described in Section 8.6.

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 Proposal and compliance with other RFP requirements evaluation is 65% (up to 65 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 will not receive a cost score and may be eliminated from consideration.

The Cost Proposals will be scored based on a maximum cost score of 35 points. The maximum cost score will be allocated to the Cost 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 Cost Proposal(s) offered at the lowest final cost, using this formula:

$$C = (A/B) * 35\%$$

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 Proposal evaluation is 35% (up to 35 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 Proposal points awarded. Finalists will be determined based on composite scores.

8.6 Best and Final Offers

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

8.7 Award Recommendation

The Evaluation Committee will submit a recommendation for award to the bidder with the highest composite score(s).

The Department will notify the awarded bidder and bidders not awarded. The awarded bidder will enter into a Contract substantially in accordance with the terms of Attachment 8, DOH Agreement, to provide the required product(s) or services as specified in this RFP. The resultant Contract shall not be binding until fully executed and approved by the New York State Department of Health.

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. [Offeror'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. [MWBE Forms](#)
6. [Encouraging Use of New York Businesses in Contract Performance](#)
7. [Offeror's Certified Statements](#)
8. [DOH Agreement](#) (Standard Contract)
9. Intentionally Omitted
10. Intentionally Omitted
11. [Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination](#)

The following attachments are attached and included in this RFP:

- A. Bidder Document Checklist
- B. Bidder's Demonstration of Eligibility to Submit an Offer
- C. Program Specific Certifications and Attestations
- D. Region/County Mapping for MLTC Rate Setting Regions
- E. CDPAS Consumers by Region in December 2023
- F. Cost Proposal
- F-1: Cost Proposal Affidavit

**ATTACHMENT A
OFFER DOCUMENT CHECKLIST**

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

RFP #20524 – New York State Fiscal Intermediary Services		
FOR THE ADMINISTRATIVE PROPOSAL		
RFP §	SUBMISSION	INCLUDED
§ 6.1.1	Attachment 1 – Bidder’s Disclosure of Prior Non-Responsibility Determinations, completed and signed.	<input type="checkbox"/>
§ 6.1.2	Freedom of Information Law – Offer Redactions (If Applicable)	<input type="checkbox"/>
§ 6.1.3	Attachment 3- Vendor Responsibility Attestation	<input type="checkbox"/>
§ 6.1.4	Attachment 6- Encouraging Use of New York Businesses	<input type="checkbox"/>
§ 6.1.5	Attachment 7 – Bidder’s Certified Statements	<input type="checkbox"/>
§ 6.1.6	Attachment 11 – Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination	<input type="checkbox"/>
§ 6.1.7	Attachment 12 – Executive Order 16 Prohibiting Contracting with Business Conducting Business in Russia	<input type="checkbox"/>
§ 6.1.10	MWBE Forms – Forms #4 and #5	<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	Attachment 4 - Vendor Assurance of No Conflict of Interest or Detrimental Effect (Requirement)	<input type="checkbox"/>
§ 6.2.D	Documentation of Bidder’s Eligibility Responsive to Section 3.0 of RFP (Requirement)	<input type="checkbox"/>
	Attachment B – Offeror’s Demonstration of Eligibility to Submit an Offer (Requirement)	<input type="checkbox"/>
§ 6.2.E	Attachment C – Program Specific Certifications and Attestations (Requirement)	<input type="checkbox"/>
§ 6.2.F	Technical Proposal Narrative	<input type="checkbox"/>
FOR THE COST PROPOSAL		
RFP §	SUBMISSION	INCLUDED
§ 6.3	Attachment F – Cost Proposal (Requirement)	<input type="checkbox"/>
	Attachment F-1 – Cost Proposal Affidavit (Requirement)	<input type="checkbox"/>

**ATTACHMENT B
BIDDER'S DEMONSTRATION OF ELIGIBILITY TO SUBMIT A BID**

BIDDER NAME: _____

The bidder, as named above, attests to meeting the following (check all that apply):*

Bidder is an entity capable of performing statewide fiscal intermediary services with demonstrated cultural and language competencies specific to the population of consumers and those of the available workforce, has experience serving individuals with disabilities, and as of April 1st, 2024, is providing services as a fiscal intermediary on a statewide basis with at least one other state.

Name of State(s): _____

State Representative Contact Information:

Name: _____

Email: _____

Phone Number: _____

In each DOH MLTC Rate Setting Region, bidder will subcontract with each service center for independent living (ILC) under section 1121 of the New York State Education Law prior to January 1, 2024;

In each DOH MLTC Rate Setting Region, bidder will subcontract with an entity that has been established as a Fiscal Intermediary prior to January 1, 2012 and has been continuously providing services for CDPAP individuals under SSL § 365-f.;

Bidder is an entity capable of appropriately providing fiscal intermediary services, performing the responsibilities of a fiscal intermediary and complying with SSL § 365-f.

*Within the Technical Proposal, bidders should also provide a narrative description identifying how the bidder meets the minimum requirements outlined above.

Joint Employment Attestation:

In addition, the bidder, as named above, accepts and acknowledges their role as Fiscal Intermediary is that of a joint employer, with the CDPAP consumer, of the personal assistant (PA).

In the delivery of the services described in Section 4.3, the **Statewide Fiscal Intermediary**, on its behalf and on behalf of the consumers it serves, is responsible for:

- a) Ensuring full and timely payment of wages established by the Offeror per applicable federal and state labor laws, including wage parity and overtime laws, preferably by direct deposit, and providing all statements and maintaining all records required by the New York State Labor Law;
- b) Maintaining all documentation needed to process and submit all required income tax and other required withholdings and any optional deductions;
- c) Tabulating appropriate hours for employee paychecks when services are rendered for multiple consumers by a single PA and/or multiple PAs for a single consumer.
- d) Complying with all applicable social security, workers' compensation, disability and unemployment insurance employer requirements.

- e) Will contract with an EVV vendor to collect and submit data to the NYS Aggregator in accordance with the 21st Century Cures Act and the NYS EVV policy guidance and standards.
- f) Ensuring all PA employment forms are completed correctly and adequately and identify the FI as the employer of record, including but not limited to:
 - I-9 Employment Eligibility Verification
 - NYS 100 Registration for Unemployment Insurance Withholding Tax and Wage Reporting
 - W-4 Federal Employee's withholding Allowance Certificate and
 - IT-2104 State Employee's Withholding Allowance certificate.
- g) Coordinating PA benefits, including annual leave, health insurance and employee benefits as applicable;
- h) Reporting wages paid and taxes withheld using appropriate forms (e.g., Form W-2, Wage and Tax Statement, Form NYS-45)
- i) Maintaining and making available to the Consumer information detailing the wage rates and benefits of PAs;
- j) Auditing Consumer's PA billing records, and resolving any anomalies;
- k) Processing termination documentations once notified by the Consumer that their PA has been terminated; and
- l) Processing wage verification requests, Paid Family Leave (PFL) claims and Family Medical Leave Act (FMLA) claims.

Name of individual authorized to bind the bidder to the above terms: _____

Email/Phone number of authorized individual: _____

Bidder SIGNATURE:

By: _____ Date: _____

(signature)

Printed Name: _____

Title: _____

STATE OF NEW YORK)
) SS:
 County of _____)

On the ____ day of _____ in the year ____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

 (Signature and office of the individual taking acknowledgement)

**ATTACHMENT C
PROGRAM SPECIFIC CERTIFICATIONS AND ATTESTATIONS**

_____ attests and certifies the following:

(Bidder Name)

- Bidder attests that, as Statewide FI, bidder and every subcontractor has met and will continue to meet the requirements of section 220(3-a) (a) (iii) of the Labor Law that sets forth the certified payrolls and obligations related to such payrolls.
- Bidder certifies that all physical location(s), at a minimum, satisfy the 2010 Americans with Disabilities Act Standards for Accessible Design (https://www.ada.gov/2010ADASTstandards_index.htm), and meet all State and municipal building codes. In satisfying this standard, the location’s accessible features must include, but are not limited to the entrance, path of travel, restrooms, and meeting spaces. The location must provide at least one “family assistance” restroom to allow a person to receive assistance from an attendant. Parking must not only comply with ADA standards, but also with New York law (<https://northeastada.org/resource/accessible-parkingand-public-accommodations-overview-of-requirements-frequently-asked-questions>) i.e., all accessible parking spaces must be van accessible.
- Bidder attests they will work cooperatively with Department of Health, Office of the State Comptroller (OSC), OMIG, the New York State Office of the Attorney General, the Department of Health and Human Services (DHHS), the DHHS Office of Inspector General (OIG), and their designated representatives.
- Bidder attests they will, in performing FI and other related services described in Section 4.0, comply with all applicable federal and state laws, rules, regulation, and guidance including, but not limited to, those outlined in Section 4.4 Fiscal Intermediary Compliance Requirements.
- Bidder attests that, as the single Statewide FI they will directly perform all of the following FI duties and understands that as the Statewide FI they will be prohibited from assigning any of these duties to their subcontractors:
 - enter into FI contract with the Department;
 - set wages and establishing benefits for PAs;
 - maintain workers compensation, disability, or unemployment insurance policies for PAs;
 - appear at workers compensation, disability or unemployment hearings;
 - maintain personnel records for each PA and maintain records of Consumers’ service authorization or plan of care (subcontractors may maintain copies or duplicate records);
 - enter into Department approved memoranda of understanding with Consumers; and
 - enter into contract with managed care organizations.

Name of individual authorized to bind the bidder to the above terms: _____

Email/Phone number of authorized individual: _____

By: _____ Date: _____
(signature)

Printed Name: _____

Title: _____

STATE OF NEW YORK)
County of _____) SS:

On the ___ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of the individual taking acknowledgement)

ATTACHMENT D

Region/County Mapping for MLTC Rate Setting Regions

Region	Counties
NYC Area	New York City (Bronx, Kings, New York, Queens, Richmond), Nassau, Suffolk, Westchester
Mid-Hudson/Northern Metro	Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster
Northeast/Western	Albany, Erie, Fulton, Genesee, Madison, Monroe, Montgomery, Niagara, Onondaga, Orleans, Rensselaer, Saratoga, Schenectady, Warren, Washington, Wyoming
Rest of State	Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Essex, Franklin, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Oneida, Ontario, Otsego, Oswego, Saint Lawrence, Schoharie, Schuyler, Seneca, Steuben, Tioga, Tompkins, Wayne, Yates

ATTACHMENT E

CDPAS Consumers by Region in December 2023

Below is a snapshot of the number of CDPAS consumers in Medicaid, by region (as defined in Attachment D), as of December of 2023.

Region	Fee for Service	MMC ¹	MLTC ²
Mid-Hudson/Northern Metro	1,000	2,000	5,000
Northeast/Western	2,000	6,000	13,000
NYC Area	7,000	28,000	173,000
Rest of State	1,000	2,000	6,000

¹ Includes Mainstream Managed Care, Health and Recover Plans (HARP) and HIV Special Needs Plans (HIV SNPs)

² Includes Managed Long Term Care Partial Capitation (MLTCP), Medicaid Advantage Plus (MAP), and Programs of All-Inclusive Care for the Elderly (PACE)

**ATTACHMENT F
COST PROPOSAL**

Bidders shall use the information provided within this RFP, including current served populations described in the appendices, as well as its knowledge of New York and experience in other States to complete the Cost Proposal. Bidders must provide a single all-inclusive Per Member Per Month (PMPM) price to complete all FI Statewide Administrative functions through the resulting contract. The Contractor will not be reimbursed separately by NYS or any other entity for any Administrative Services outside of its proposed single all-inclusive PMPM bid under this RFP. This single all-inclusive PMPM will be for all populations in all regions and must consider all aspects and functions of the Statewide FI.

The proposed single all-inclusive PMPM price should be in whole cents only. Fractions of cents will not be rounded up or down. The Department will ignore any and all numbers beyond two (2) decimal places..

Bidder's Name: _____

Bidder's Proposed PMPM to complete all FI Statewide Functions: \$_____

By signing this Cost Proposal, bidder agrees that the Proposed PMPM is binding for 365 days from the proposal due date.

Name: _____

Date: _____

Bidder's Authorized Signature: _____

**ATTACHMENT F-1
COST PROPOSAL AFFIDAVIT**

A. AUTHORITY

I, _____ (name of affiant), hereby affirm that I am the _____ (title) and am a duly authorized representative of _____ (name of business entity submitting proposal) and that I possess the legal authority and capacity to make this affidavit on behalf of the business for which I represent.

B. CERTIFICATION REGARDING COST PROPOSAL SUBMISSION

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing and developing its cost proposal and the total cost submitted for this project, the Bidder/Offeror considered all expected, potential, and anticipated costs associated with the performance of the services to be provided and implementation of the entirety of the project for the term of the awarded contract. The Bidder/Offeror hereby certifies that its cost proposal reflects a competitive and accurate reflection of the cost of the project and Bidder/Offeror does not reasonably anticipate the need to request an increase in the cost proposal after award of the contract or submission of change orders for cost overruns or increases. Bidder/Offeror hereby certifies its cost proposal is a good faith representation of the Bidder/Offeror’s cost to New York State for the project including actual costs and proposed markup and that such cost is being considered in conjunction with the Bidder/Offeror’s technical merit to determine an overall best value score of the final proposal submitted. Bidder/Offeror understands that its bid may be disqualified by the State of New York if the State believes that the cost proposal does not accurately capture costs that would result in successful completion of the project and/or does not represent a responsive and responsible bid proposal.

C. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is made under penalty of perjury and is subject to the applicable laws of the United States of America and the State of New York, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of the cost proposal referenced herein shall be construed to supersede, amend, modify or waive and rights of the State of New York under any and all applicable laws, rules, and regulations. Any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract shall provide cause for immediate termination of the contract by the State of New York.

Bidder SIGNATURE:

By: _____ Date: _____
(signature)

Printed Name: _____

Title: _____

STATE OF NEW YORK)
) SS:
County of _____)

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of the individual taking acknowledgement)