



# Delivery System Reform Incentive Payment (DSRIP) Program

Bidder’s Conference: Support Team Funding Availability Solicitation (FAS) #15658  
QUESTIONS AND ANSWERS

**Please note that FAS 15658 has the following amendment:**

PAGE 33, item D. 4.4.3 e: The inclusion of letters of agreement between the contractor and subcontractor, if any, does not count against the 15-page limit for this section.

PAGE 34, Section 4.4.3 g: The inclusion of a list of government contracts, if any, does not count against the 15-page limit for this section.

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## Deliverables/Tasks/Contracted Staff

**Q1.** How is the technical assistance outlined in section C.5. of the Independent Assessor FAS distinct from the consulting services that the DSRIP Support Team would provide?

**A.** In general, the Independent Assessor’s work continues over the full DSRIP period of DY0-DY5, whereas that of the Support Team is limited to DY0, e.g., from 7/15/14 until 4/1/15. The specific differences between the Independent Assessor’s expected duties and those of the Support Team are outlined in the FAS on page 11-12.

**Q2.** In FAS Section A.2, it states that that the Support Team’s responsibilities will include working with providers on developing DSRIP Project Plan prototypes, “how to” guides and other tools to help providers as they prepare their Project Plan applications.” Can the Department give examples of the kinds of other tools that might be developed?

**A.** The prototypes and “how to” guides are the minimum required products. Additional tools and templates may be developed by the contractor as needed to assure the success of the Support Team’s mission, such as any tools that may be helpful in carrying out the remaining deliverables as listed on pages 26-7 of the FAS. All tools developed under the contract resulting from this FAS will revert to the possession of the New York State Department of Health (“the Department”).

**Q3.** In the two organization charts, are the “Tools and Template Consultant Coordination” and the “Project Manager” positions the same?

**A.** No. “Figure 1. Context of DSRIP Support Team” shows the context of the Support Team contractor and staff within the overall DY0 DSRIP process. The box entitled “DST Contractor – Tools and Template consultant” etc. is meant to convey the context of the entire Support Team’s overall functions, not a particular staff person. “Figure 2. Functional Example” is meant to illustrate the types of expertise (and personal service) expected of the various Support Team contracted personnel. It is expected that the successful bidder will include an overall “Support Team Project Manager” (contracted point person) who will work with the state, the emerging PPSs and the Support Team to assure the success of the project.

**Q4.** Is the “Project Consultant” rate on the bid form (Attachment H) the rate to be used for the “Project Manager” position?

**A.** No. The “Support Team Project Manager” position is a separate position from that of the consultant and senior consultant positions. It is expected that there will be one single project manager to oversee the activities of the senior consultants and consultants and would report to the DOH Director of Health Care Redesign. This position is listed on the Bid Form as the “Support Team Project Manager.”

**Q5.** Please clarify the two organization charts. Are all boxes in the light salmon color contractor positions? If so, please confirm that the following contractor positions are required in addition to the Project Manager: Data Analyst, Financial Analyst, Grant Writer, SME Business Developer/Restructuring Expert, SME Economist/Financial Expert, and SME Antitrust Attorney. If these are required are they all required to be located in State offices in Albany?

**A.** See Q3. The positions in light salmon in Figure 2 show examples of contractor positions. The Department requires that the successful bidder will provide support in all the areas specified in the FAS, page 18 and on the Bid Form, Attachment H (page 62). As for the location requirements, see Q22.

**Q6.** Please clarify the two organization charts. For each of the boxes on the first chart labeled “Consultant Team” is it expected and/or required that these teams be constructed of the positions shown in the second chart within the dotted line labeled “Consultant Team” or is that a suggested make-up of the consultant team.

**A.** See Q3 through Q5 and Q7.

**Q7.** What is the purpose and/or role of the noted SME categories in the second chart? Do those SMEs report directly to the Department MRT Director or do they report to the contractor's Project Manager?

**A.** The "Subject Matter Experts" within the dashed box in Figure 2 represent New York State employees who will serve as SMEs – not contracted consultants – and who would assist emerging PPSs, the Support Team and the Independent Assessor in assuring the successful completion of DSRIP program objectives. These would report to the Department. The contract staff – shown in Figure 2 as salmon boxes – would all report to the overall contracted "Support Team Project Manager."

**Q8.** Is there a recommended model for the Support Team based on the collaboration of providers?

**A.** Refer to the above questions and the charts on page 14-15 and related information contained in the Funding Availability Solicitation (FAS) at: [http://www.health.ny.gov/health\\_care/medicaid/redesign/dsrip\\_support\\_team/docs/dsrip\\_support\\_team\\_fas.pdf](http://www.health.ny.gov/health_care/medicaid/redesign/dsrip_support_team/docs/dsrip_support_team_fas.pdf). Using that framework, the Support Team Contractor is expected to deploy contracted staff in a way that best assures the success of emerging PPSs in submitting strong DSRIP Project Plan applications.

**Q9.** Figure 1 in Section C.2 shows a total of 15 Support Teams in 7 different regions. Section C.4 describes a ratio of one Support Team for 10 emerging Performing Provider Systems (PPS). Should the bidder propose a model based on the rubric of 10 PPSs per Support Team or one based on 15 teams in 7 regions?

**A.** As these figures are for illustration only, the successful bidder will deploy teams in the numbers and regional need determined by the size (number of entities per emerging PPS) and number of emerging PPSs in each region. A good initial guide to use is the letters of intent website, [http://www.health.ny.gov/health\\_care/medicaid/redesign/dsrip\\_loi\\_received/](http://www.health.ny.gov/health_care/medicaid/redesign/dsrip_loi_received/). Keep in mind, however, that there may be additional entities interested in becoming PPSs beyond those submitting these letters.

**Q10.** The FAS states that the Support Team will: "Assess periodically the financial capability of emerging PPSs to execute against plans being developed." Please confirm that review of applicable audited financial statements will meet the requirement.

**A.** Review of applicable audited financial statements is a necessary step in meeting the requirement, but that activity alone will not be sufficient to meet the requirement. The Department anticipates that the contractor would use a variety of means to assess the financial capability of emerging PPS members.

**Q11.** The timeline indicates that by September 15, 2014, the DSRIP Support Team will "Identify and report to the Department those coalitions requiring intensive support to develop Project Plan applications (10-30% of all coalitions)." Does the Department anticipate that some coalitions may self-select and request intensive support and if so, will all PPSs requesting support receive it? If the DSRIP Support Team deems that an emerging PPS should be moved from 'basic' to 'intensive' support, after September 15, will the Department consider adding the PPS to the intensive program?

**A.** DSRIP Program Leadership (i.e., the Director of Health Care Redesign, state SMEs and others) will work collaboratively with the Support Team to identify health care coalitions/emerging PPSs

whose projects need intensive support. It is the Department's expectation that some coalitions (emerging PPSs) will in fact self-select as needing intensive support, and that Support Teams will support all emerging PPSs that request it, whether 'basic' or 'intensive' support is to be provided.

**Q12.** How many FTEs do you expect are necessary to fulfill the obligations of the Support Team?

**A.** The Department does not have an exact number of potential FTEs needed for the Support Team over the course of the contract period. However, it is anticipated that up to 35 staff will be needed periodically during DY0 to fulfill the obligations of the Support Team. For further details, please refer to the FAS materials at:

[http://www.health.ny.gov/health\\_care/medicaid/redesign/dsrrip\\_support\\_team/docs/dsrrip\\_support\\_team\\_fas.pdf](http://www.health.ny.gov/health_care/medicaid/redesign/dsrrip_support_team/docs/dsrrip_support_team_fas.pdf). Please keep in mind that these are estimates; actual workload could vary significantly based on the actual number of coalitions interested in filing Project Plan applications, and bidders should take this into account when formulating proposals.

**Q13.** What if an emerging PPS does not want the assistance from a Support Team? Does the PPS have to utilize the services of the Support Team?

**A.** No, a PPS is not required to utilize the services of the Support Team. However, the Support Team should be actively available to assist emerging PPSs at whatever level of assistance is needed or requested to help ensure that a strong DSRIP Project Plan application is submitted.

**Q14.** The clinical improvement projects have major variance. Is there a particular prototype to refer to?

**A.** No; however, all prototypes should be congruent with the domains and application sections specified in the FAS (pages 19-23). The Support Team contractor will develop sample applications that will be scored by the assessor. This will provide applicants examples of the key elements of a completed application.

**Q15.** How would the Support Team deal with a PPS that requires intensive support?

**A.** It is expected that the successful contractor will devote adequate resources to support the 10-30% of emerging PPSs that will need intensive support by providing the additional services specified (pages 25-26) of the FAS. The Department recognizes that each step in the process puts pressure on the applicants to get through the process, and that there is a lot of work to be done between now and December. More information about who may need the intensive support may be available after the DSRIP design grant awards are released on or around August 1. See [http://www.health.ny.gov/health\\_care/medicaid/redesign/dsrrip\\_design\\_grant\\_appl.htm](http://www.health.ny.gov/health_care/medicaid/redesign/dsrrip_design_grant_appl.htm).

**Q16.** Do you have an idea of how many emerging PPSs are interested?

**A.** Approximately 88 letters of intent have been received as of 6/6/14. The Department has broken out the letters from those would-be PPSs that look most likely to meet program requirements; 51 of the 88 fulfill this latter criterion. As has been stated repeatedly, DSRIP is about collaboration, so the additional 37 that the Department considers less likely to meet program requirements may eventually apply, either as additional emerging PPSs or as partners with the 51. Keep in mind also that those additional unknown emerging PPSs who have not submitted a letter of intent, and thus are outside the 88 listed on the website, may also apply. See: [http://www.health.ny.gov/health\\_care/medicaid/redesign/dsrrip\\_loi\\_received/](http://www.health.ny.gov/health_care/medicaid/redesign/dsrrip_loi_received/)

**Q17.** Is there a maximum amount of hours assigned to a PPS, or a parameter?

**A.** No, there is no maximum per PPS, but the number of overall allowable contractual hours for which the Department will reimburse the Support Team contractor is based on the Department budget for this project. The contractor is expected to meet the requirements of the contract without exceeding the budgetary amount. The Department would negotiate with an awarded contractor if the amount begins to exceed the Department's budget.

**Q18.** What is the timeframe of merger/consolidation of providers?

**A.** PPS letters of intent have been received. The Department will provide written comments, inclusive of comments submitted by the Office of Mental Health, the Office for People With Developmental Disabilities, and the Office of Alcoholism and Substance Abuse Services, to the PPS on their DSRIP project plan applications. This information will ultimately be posted on the Department's web page. The Department has been and is willing to convene with providers and emerging PPSs as needed to assist them in maximizing the number of superior PPS Project Plan applications. The process will be an on-going, continuous agreement that will continue up until December. Governance issues are at the top of the issues that need to be resolved. All of these will need to be included in the Support Team's work as it pertains to the submission of DSRIP Project Plan Applications. See also the tentative DY0 timeline on:

[http://www.health.ny.gov/health\\_care/medicaid/redesign/docs/dsrip\\_timeline.pdf](http://www.health.ny.gov/health_care/medicaid/redesign/docs/dsrip_timeline.pdf) .

**Q19.** When a PPS identifies a challenge and they reach out for support, who is the first point of contact for calling a meeting together?

**A.** The Department – specifically its Director of Health Care Redesign and his/her staff – will be the main contact who will help identify the issue with the PPS and the Support Team. This is anticipated to be an ongoing, iterative process with constant communication between The Department, the Support Team and the emerging PPS coalition members.

**Q20.** Would the Support Team contractor have access to the Medicaid claims data?

**A.** The Support Team would have access to data that is needed. The Department will be sending data to the PPS and the Support Team in order to be collectively successful.

**Q21.** Are learning collaboratives part of the work required for the Support Team contractor?

**A.** No, learning collaboratives are part of the FAS for the Independent Assessor and are not related to the Support Team.

## Location of Contracted Staff

**Q22.** Is the Project Manager position to be located in the State offices in Albany? If yes, are there any other contractor Support Team positions that are required to be located in the State offices in Albany?

**A.** Yes. The Department would require the project manager and also potentially other staff to be located in Albany, co-located with other Department DSRIP staff. This would be subject to negotiation between the contractor and the Department. In addition, it is expected that the emerging PPS participant will provide in-kind meeting space, work space and supplies to the contractor's staff when contractors are working on site of a PPS participant; rates listed in Attachment H should include that expectation.

## Application Submission/Review

**Q23.** Section D.4. states "Clearly number pages of the proposal, with each section of the proposal separately numbered and identified in a Table of Contents." Does this mean that the response to Section D.4.4.1 should be page numbered 1-10, D.4.4.2 should be paged numbered 1-5, etc.?

**A.** Yes.

**Q24.** If so, due to the requirement that the section headings must be numbered D.4.4.1, D.4.4.2, etc. how should the page numbers in the table of contents distinguish between the various sections? Would it be permissible to have the “plain” page numbers (e.g., 1, 2, 3, etc.) on the right hand side of the footer, with a designation of the Section number centered in the footer, but not part of the page number?

**A.** Yes, that is permissible. All sections should clearly show the section and page numbers of each discrete response section.

**Q25.** In describing organizational experience [FAS section 4.4.3.d] in the multiple categories listed, if a bidder has teamed with a subcontractor that has specific experience in one or more of these areas, should the discussion of that experience be included within this section in order to give a complete picture of what the bidder is bringing or should it be confined to the discussion of subcontractors?

**A.** Section 4.4.3.d refers to the organization’s direct experience with the implementation and administration of the key components of the project. Thus, any direct experience, whether through the organization itself or via subcontractors directly under the control of the organization should be discussed here.

**Q26.** May the font size be less than 11 points for tables and charts provided the information is readable?

**A.** Yes, as long as the fonts are readable.

**Q27.** Section D.4.4. is a heading in the FAS under which all the section responses fall. Is any narrative expected under this heading and, if so, is there a page limit?

**A.** No narrative is expected under this section. This is simply an instructional section.

**Q28.** The requirement for “all current and past” contracts would be difficult to construct for organizations that have a long history of government contracting. Is there a time limit, e.g., all current contracts and all past contracts that were in effect during the past three years? Can the list be confined to contracts that are similar in size, that is, the list would not include government contracts that are significantly smaller than the scope of work for this FAS. Also, if the list is extensive, it will disadvantage a highly experienced organization because of the space such a list will take. Can this list be included as an appendix and therefore not count toward the page limit?

**A.** This FAS has been modified to remove the page limit for this type of submission. See first page of this document.

**Q29.** Will the state review applications for the Support Team FAS if submitted by a consortium of consultants?

**A.** Yes. If it meets the requirements of the FAS, the application will be considered. Keep in mind that the Department will contract with only one single entity, whether as a lead contractor with subcontracts, or as a sole entity.

## Contractual Issues

**Q30.** Would you consider selecting multiple contractors to split up the regions or are you looking for one contractor?

**A.** No, the Department intends to procure only one statewide contractor for this FAS.

**Q31.** Will the contractor selected for the Support Team work throughout the six-year waiver period?

**A.** No, the work of the Support Team will be needed only during year 0 of the waiver, which began in April 2014 and ends in March 2015.

**Q32.** If selected as the Support Team, who is the client?

**A.** The Support Team contractor takes on the responsibility for assisting the PPS and is accountable directly to the Department.

**Q33.** Please consider the following changes to terms and conditions:

#### STATE OF NEW YORK - AGREEMENT

1. Section III.C: In the first sentence between “failure” and “and” insert “opportunity to cure such failure,”

a. Replace V with the following:

##### A. Indemnification

Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully indemnify and save harmless the STATE from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property and intellectual property caused by any intentional act or negligence of Contractor, its agents, employees, partners or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the STATE.

##### B. Indemnification Relating to Third Party Rights

The Contractor will also indemnify and hold the STATE harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs that may be finally assessed against the STATE in any action for infringement of a United States Letter Patent, or of any copyright, trademark, trade secret or other third party proprietary right except to the extent such claims arise from the STATE's gross negligence or willful misconduct, provided that the State shall give Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor.

If Usage shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion to take action in the following order of precedence: (i) to procure for the STATE the right to continue Usage (ii) to modify the service or Product so that Usage becomes non-infringing, and is of at least equal quality and performance; or (iii) to replace said service or Product or part(s) thereof, as applicable, with non-infringing service or Product of at least equal quality and performance. If the above remedies are not available, the parties shall terminate the Contract, in whole or in part as necessary and



applicable, provided the STATE is given a refund for any amounts paid for the period during which Usage was not feasible.

#### Appendix D, General Specifications

#### 2. Section W (Contract Insurance Requirements):

a. Paragraph 1: In the second sentence delete “whether performed by it or by subcontractors” and delete “changed or”

b. Paragraph 1.b.ii: Delete.

c. Paragraph 1.b.iii: Delete.

#### 3. Y. Confidentiality Clauses:

a. Add at end of item 2. The Contractor retains all ownership rights in any proprietary methodologies, methods, processes, or procedures of the Contractor that pre-exist or were developed outside the scope of this Contract. If any such property of Contractor is contained in any of the deliverables hereunder, the Contractor grants to the City a royalty-free, paid-up, non-exclusive, perpetual license to use such Contractor intellectual property in connection with the City’s use of the deliverables.

b. In item 4, in the second sentence add “hard” between “all” and “copies”. In the current third sentence after “whatsoever” add “beyond the requirements of this Agreement”. Add a new third sentence “All electronic copies shall be deleted.

#### Additional Clauses

4. [Potential contractor] wish[es] to discuss the addition of a limitation of liability clause if we are the successful contractor.

5. Use of Vendors – The State acknowledges that in connection with the performance of services under the Contract, Contractor may use the services of [vendor] controlled entities and/or [vendor] member firms to complete the services required by this contract. The State also acknowledges that in connection with the performance of services under the Contract, Contractor uses vendors within and without the United States to provide at Contractor’s direction administrative and clerical services to Contractor. These vendors may in the performance of such services have limited access to information, including but not limited to confidential information, received by Contractor from or at the request or direction of the State. Contractor represents to the State that each such vendor has agreed to conditions of confidentiality with respect to the State’s information to the same or similar extent as Contractor has agreed to pursuant this Contract. Contractor will have full responsibility to cause these vendors to comply with such conditions of confidentiality and Contractor shall be responsible for any consequences of their failure to comply. Accordingly, the State consents to Contractor disclosure to a vendor and the use by such vendor of data and information, including but not limited to confidential information, received from or at the request or direction of the State for the purposes set forth herein.

6. Management Decisions – The State acknowledges and agrees that Contractor’s services may include advice and recommendations; but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, the State. The Contractor will not perform management functions or make management decisions for the State

7. Third Party Usage: “Notwithstanding anything to the contrary in this Agreement, any advice, recommendations, information, deliverables or other work product provided to the Department under this Agreement is for the sole use of the Department, and is not intended to be, and may not be, relied upon by any third party, and all advice, recommendations, information, deliverables, or other work product may be marked to so indicate. Except for disclosures that are required by law or that are expressly permitted by this Agreement, the Department will not disclose or permit access to such advice, recommendations, information, deliverables, or other work product to any third party without the Contractor’s prior written consent.”

8. Electronic Communications – Contractor may communicate with the State by electronic mail or otherwise transmit documents in electronic form during the course of this engagement. The State accepts the inherent risks of these forms of communication (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices). The State agrees that the final hardcopy version of a document, including a deliverable, or other written communication that Contractor transmits to the State shall supersede any previous versions transmitted electronically by Contractor to the State unless no such hard copy is transmitted.

9. State Vendors and Conflicts – The State is aware that Contractor may be providing assurance, tax and/or advisory services to other actual or potential vendors of the State. Contractor will perform an internal search for any potential client conflicts relating to any of the State’s vendors identified by the State as having a role in connection with Contractor’s performance of this Contract. The State hereby agrees that a vendor’s status as a Contractor client does not impact Contractor’s engagement to perform this Contract. Contractor will advise the State of any conflicts of interest that could prevent it from performing the Contract. However, Contractor is a large firm that is engaged by new clients on a daily basis and as a result it cannot guarantee that, following its conflict search, an engagement for any other related party will not be accepted somewhere else in Contractor’s firm. Should any new information come to Contractor’s attention, Contractor will promptly inform the State. Contractor shall perform this Contract in accordance with applicable professional standards.

#### Appendix H BAA

10. In II. I delete “to Covered Program, or” and “Covered Program or”.

11. In III. C after “Information” add “for the proper management and administration of Business Associate, provided Business Associate complies with 45 C.F.R. § 164.504(e), or”.

12. In IV. B after “Program,” add “which shall be no less than thirty (30) days,”.

13. In IV. C. 2 delete “Upon mutual agreement of Business Associate and Covered Program that return or destruction of Protected Health Information is infeasible,” in the second sentence.

14. V. Violations. In A replace “STATE” in the first sentence with “parties”.

15. In V. B add the following at the end: “In no event shall Business Associate be liable to the STATE for any consequential, indirect, special, or punitive damages.”

16. In VI in item “A” and “D” after “Program” add “and Business Associate”

17. In VI add a new item F as follows: “The parties shall use, disclose, or request only the minimum PHI necessary to accomplish the intended purpose of the use, disclosure, or request.”

18. In VI add a new item “G” as follows: “Encryption. Electronic Protected Health Information transmitted or otherwise transferred between the parties must be encrypted by a process that renders the Electronic Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals within the meaning of §13402 the HITECH Act and any implementing guidance, including but not limited to 45 C.F.R. § 164.402.”

**A.** The State will consider modifications to the miscellaneous / consultant services contract as specified in the FAS at the time of the contract award.

## Conflict of Interest Issues

**Q34.** Please provide examples of the types and nature of business relationships with safety net providers that would constitute a conflict of interest for the DSRIP Support Team consultants.

**A.** No, the Department cannot provide examples. Bidders are encouraged to consult their own resources for guidance, and are encouraged to err on the side of caution in disclosing apparent conflicts of interest. Please note that under the Requirements of FAS Section D.3., the bidder would be required to disclose to the satisfaction of the Department such a relationship and indicate how a conflict of interest with the Support Team’s role could be avoided or mitigated.

**Q35.** Please clearly define how a potential contractor would divest relationships with providers and other community health partners to avoid a conflict of interest? It might be difficult to find subject matter experts that aren’t affiliated.

**A.** See Q 33. Also, all questions regarding divesting relationships submitted in writing via email to [st@health.state.ny.us](mailto:st@health.state.ny.us) (for Support Team questions) will be reviewed by the Department’s legal and/or FAS review team and will answer them as appropriate in this document.

**Q36.** Regarding conflict of interest, if the contractor cannot have relationships with the PPS, this would severely limit the pool of contractors. How will this be handled?

**A.** Any potential conflict of interest issues related to the selected contractor should be presented to the Department for review and final determination at the time of contract development as to whether a conflict exists. Please refer to pages 28 and 29 of the FAS.

**Q37.** Can potential contractors assume that while disclosure of interest is appropriate for both, actual conflict of interest concerns are much lower for the Support Team, since their role is limited to making uniform assistance available to all PPS applicants, including those requiring intensive support to achieve strong applications?

**A.** To the extent that the Support Team contractor is serving the emerging PPSs over a shorter time frame, yes. However, both contractors will be bound by the requirements of the FAS relating to conflict of interest.

**Q38.** Can the Department signal its intent to implement its right under E.4: 11 to “Waive any requirements that are not material” (as appropriate) in both of these areas so that it can focus on selecting the proposal most likely to achieve desired results – the clearest and most responsive DSRIP proposals from all emerging PPSs?

**A.** The Department will make every effort under the prevailing legislation governing this FAS (page 86) to assure that it selects the most eligible candidate.

**Q39.** Can the provision in D. 3.b be modified to [additions underlined]: “No later than 30 calendar days following notification of an award, and prior to execution of the contract, the contractor must abrogate any conflicting ownership, affiliation, subsidiary relationship, management or operating interest, or conflicting participation of any kind in any entity that is a member of a Performing Provider System?”

**A.** No. The current terms and conditions meet the needs of the Department.

**Q40.** Could a Support Team composed of some individuals who have local reportable interests in one or more emerging PPS members be responsive to this FAS, if combined with: Centralized management and subject matter experts and Procedures to avoid real conflicts (e.g. with up-front interest reporting and centralized oversight)?

**A.** The Department would consider such an arrangement within the context of contract negotiations. However, the overall proposal must adhere to the requirements in the FAS related to conflict of interest.

**Q41.** The Independent Assessor (IA) and DSRIP Support Team (DST) FASs clearly state that one firm will be contracted for each solicitation, and that the same firm cannot be contracted for both solicitations. Does this also preclude a single firm from being engaged as a subcontractor to both the IA and the DST prime contractors?

**A.** Yes.

**Q42.** Success of the DSRIP program requires not only careful and thoughtful planning, but also close attention to the complexities of system reform implementation. Performing Provider Systems will likely require outside assistance with their implementation initiatives. In that regard, will the firm awarded the DST contract be permitted to provide direct consulting services to PPSs following the conclusion of the DST contract as of 4/15/2014 [sic]?

**A.** Yes, provided that no proprietary products of the Department developed during the Support Team contract are used after the expected end of the DST contract period on 4/1/2014.

## Other Support Team Models

**Q43.** Is the Department aware of any benefits or lessons learned from other states regarding DSRIP?

**A.** To our knowledge, New York State is the first state to have an independent assessor. However, the Support Team model was utilized for the Health Care Efficiency and Affordability Law for New Yorkers (HEAL) grants. A Support Team contractor is solicited for the New York State DSRIP Project Plan application phase because, based on its consultations with the federal Centers for Medicare and Medicaid Services, it was determined that additional staff was needed to support the Department to assure the success of this project in the short time frame required.

## Support Team – Other Capabilities

**Q44.** Is there a role for the Support Team in the planning grants?

**A.** No, the Department will administer the planning grants. Further, while the planning grants will allow funding for contractors, the Support Team contractor cannot also receive a subcontract under the planning grant.

**Q45.** Is the Support Team contractor able to bring in outside consultants?

**A.** Yes. Consultants and/or subcontractors can be brought in as long as the budget cap is not exceeded, all consultants and subcontractors are clearly listed in the bidder's proposal, approved by the Department, and no conflict of interest exist with any listed subcontractors.

## Reporting/Payments

**Q46.** Since weekly reporting to the Department is required, and many of the tasks are measurable using contacts with PPSs, could the Department increase the frequency of deliverables (e.g. to approximately monthly) by including these "process measures" and define the first deliverable as developing an acceptable plan (with recovery proportionally from the other payments)?

**A.** No. The FAS requires 5 deliverables as specified on pages 39-40, no more than 15 days after which the voucher should be submitted. The very aggressive time frame is needed to assure the success of the overall time frames for DY0 tasks and milestones. Please note, however, that some of the deliverables (e.g., the progress reports) need not be highly detailed or overly lengthy.

With regard to the first deliverable being the development of an acceptable plan, presumably the workplan submitted with the FAS application would constitute that plan.

**Q47.** How many days after submission of an invoice electronically can the Contractor reasonably expect payment?

**A.** Typically, the turnaround for payment for a voucher is 30-45 days.

**Q48.** How long will it take the Department to determine that the "work is deemed satisfactory?"

**A.** The Department will make every effort to review all work in an expeditious manner.

**Q49.** Does this time [reviewing deliverables by DOH] count toward the 10% for every 15 days late penalty for the Contractor?

**A.** No. The penalty period refers to the submission date of the deliverables based on the due dates listed on page 40 of the FAS. Please note that DOH has the authority to alter dates in timeline on page 40.

**Q50.** Does CMS have to sign-off prior to payment?

**A.** No.