

**New York State Department of Health
RFP #C041977: Independent Assessor**

Questions and Answers Posted: July 28, 2026

#	RFP Section	Question	Answer
1.	1.0 CALENDAR OF EVENTS	The Responses to Written Questions is scheduled for 6/8; only 12 business days before the proposal submission due date. To ensure sufficient time to allow for a full set of complete and competitive bids, will the State consider providing a 3-week extension to the bid due date?	The Department has moved the deadline for submission of proposals to August 12, 2026. See Amendment #4.
2.	1.0 CALENDAR OF EVENTS	The RFP allows 16 days for Bidders to refine their proposals after DOH responds to questions. If DOH needs additional time to provide answers to questions, would DOH extend the proposal due date to maintain the 16 days?	The Department has moved the deadline for submission of proposals to August 12, 2026. See Amendment #4.
3.	1.0 Introductory Background , paragraph 2	Please provide the Department's projected managed long-term care enrollment trends for the first three years of the contract.	The projected MLTC enrollment is not relevant as the RFP includes total expected assessment volume, which is inclusive of MLTC. Historical MLTC enrollment can be found here: https://www.health.ny.gov/health_care/managed_care/reports/enrollment/monthly/
4.	2.1 Introductory Background	Please provide volume data – similar to that provided in Exhibit A for Adult Assessments, broken	In 2024, there were 11,626 pediatric assessments for 10,739 consumers.

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		down by month, F2F/TH – for pediatric cases ages 4-17.	Pediatric cases are not yet incorporated, and the Contractor will work with the Department to establish a timeline of inclusion in NYIAP. As such, this request is not needed to complete the RFP/cost proposal.
5.	2.1 Introductory Background	If the pending LPN regulatory amendment is not approved or is delayed, will the Department permit revised pricing or a contract price adjustment to reflect an RN-only staffing model?	Yes, if the pending LPN regulatory amendment is not approved or is delayed, the Department would work with the Contractor to uphold a contract vehicle that is in the best interest of the State.
6.	2.1 Introductory Background , paragraph 4	This RFP section states, “Individuals are reassessed: annually, upon a change in medical condition, upon release from institutional care, or upon their request (non-routine reassessments) and before their current assessment expires (routine reassessment). Currently, these reassessments are being conducted by MCOs or LDSS”. Please respond to the following: - Provide by month the number of reassessments conducted by all health plans and LDSS’ during the most recent 12 months. - Specify the monthly or annual volume down by in-person versus telehealth	The LDSS workload is found in Exhibit A. The Department is providing total volumes of assessments in Question 35 of this Q and A. Telehealth and in person assessments are approximately 50/50 in NYIAP. The total expected assessments, found in the cost proposal, include assessments being conducted by MCOs and LDSSs.

#	RFP Section	Question	Answer
		reassessments.	
7.	Section 2.1 Introductory Background , paragraph 5	Please clarify the planned transition of routine and non-routine reassessments to NYIAP, including: a. The anticipated statewide rollout approach and timing; b. The contract year in which Bidders should assume reassessment volumes begin; and c. How Bidders should account for reassessment volumes in pricing during any phase-in period, including whether Year 1 should reflect phase-in volumes and Year 2 should reflect full implementation.	The Department and the Contractor will work to create and implement a transition plan that may be regionally and/or assessment type based. It is expected that this will occur and be implemented in Year 2 of the contract. For purposes of pricing, Bidders should reflect Year 1 as current state and Year 2 including full implementation, based on the numbers provided in the cost proposal.
8.	Section 2.1 Introductory Background , paragraph 6	Based on the recent implementation of Minimum Needs, please confirm that the Contractor is required to collect, retain, and review information for the purpose of verifying the documentation of Alzheimer/Dementia diagnosis for conducting an initial CHA.	Confirmed.
9.	Section 2.1 Introductory Background , paragraph 6	Does the Contractor Need to: a. Collect, retain, and/or review supporting information to verify documentation of an Alzheimer's/dementia diagnosis for an initial CHA; b. Upload this information into	Yes, the Contractor will be required to conduct these activities.

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		UAS-NY; c. Use the previously uploaded Alzheimer's Disease and Dementia Diagnosis Verification Form rather than repeating the same information collection process for reassessments; and; d. Collect, retain, and/or review supporting information to verify documentation of an Alzheimer's/dementia diagnosis for those reassessments without the Alzheimer Disease and Dementia Diagnosis Verification Form present in the UAS?	
10.	Section 2.1, Section 4.1.C	Please confirm whether assessment volumes for ages 4–17 are included within the projected volumes in Attachment B.	Yes, assessments for individuals aged 4-17 are included, beginning in Year 2.
11.	Section 3.1 Minimum Qualifications	For all stated experience requirements, can DOH confirm whether the required experience must be demonstrated through a single project?	Experience acquired concurrently is considered acceptable and may be used to satisfy the stated experience requirements. For example, a Bidder may demonstrate the required staffing experience through one project and the required hiring and management experience through another project, provided the experience was obtained during the minimum required two (2) or three (3) year period. However, Bidders may not satisfy minimum duration requirements by combining separate projects performed during different, non-overlapping time periods. The required years of experience must

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			have been obtained within the applicable period and may not be accumulated by aggregating unrelated projects completed in different years.
12.	Section 3.1 Minimum Qualifications, Section 4.4A, Section 6.2.3	Please confirm whether the estimated staffing levels includes 250 managing nurses specifically or 250 staff generally.	Staff in general, including nurses.
13.	4.0 Scope of Work	Are there restrictions related to use of telehealth modality to complete any of the specific assessments: CHA (routine, non-routine, immediate need assessment, other assessment, expedited assessment, significant change in status reassessment) or medical assessments?	There are restrictions due to consumer choice and need; therefore, Bidders should not assume all assessments and reassessments will be able to be telehealth. For purposes of the cost proposal, Bidders should assume 50% of all assessments are done via telehealth and 50% are in person.
14.	4.1.A	Section 4.1.A.2 identifies the need for the Contractor to receive “medical documentation from Managed Care Organizations (Plans or MCOs) and Local Departments of Social Services (LDSS)”. Where in the process will the MCOs or LDSS send this type of documentation (for example will it be needed during initial assessments, reassessments, disputes, fair hearings, etc.)	MCOs and LDSSs may need to send documentation throughout the process for initial, reassessments, disputes, and fair hearings.
15.	4.1.A(3) – Tasks &	In regard to written notices, including approval and denial	The historical volume for approval and denial notices is included in the historical assessments. The number of denial notices needed

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	Deliverables	notices can you provide 1-2 yr historical volume, per month, per notice, number of impressions (page count) per notice, confirm black only for print and if any requirement to expedite fulfillment other than USPS standard mail is needed	would be included in the projected assessment volume. Notices are generally up to 8 pages. Color print is not required. Expedited shipping may be required but is project dependent.
16.	Section 4.1 Tasks/Deliverables, Section A, Item 3 and 6.2.4.1 Tasks/Deliverables, Section A, Item 3	Please clarify whether the Contractor must maintain a centralized repository of all consumer notices issued. If so, what are the functional requirements for that repository?	The Contractor will need to keep a repository of existing notices as well as which consumers received what notice. The repository must track copies of all notices in production and what consumers received each notice and when.
17.	Section 4.1 Tasks/Deliverables, Section A, Item 3 and 6.2.4.1 Tasks/Deliverables, Section A, Item 3	Can DOH provide detailed specifications for program notices, including the minimum and maximum page length for each notice type, whether notices and FAQs will contain variable text, and whether they must be printed in English as well as the consumer's preferred language?	Notices are generally 1-2 pages and are not expected to exceed 8 pages. Notices may include variable text; and must be printed in English and Spanish at a minimum.
18.	Section 4.1 Tasks/Deliverables, Section A, Item 7 and	Please confirm that Bidders will be required to propose their own solutions for these infrastructure components.	The Bidder should describe in narrative format how their organization will meet the requirements and the proposed approach for the deliverables described.

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	6.2.4.1 Tasks/Deliverables, Section A, Item 7		
19.	4.1.A (5)/4.1.C (15) & 4.3 (b) – Scripts & Written Content (approval required)	How often in a given year are the written (print/mail) notices updated?	Notices are updated on an ad-hoc basis when updates or changes to the program are made. For example, when minimum needs implementation went live, notices needed to be updated to account for programmatic changes. As new populations are brought in, new notices will need to be created.
20.	4.1.A (8) (c)	Please provide 1-2 yr historical volume for written notices (English, Spanish, Russian, Haitian-Creole, Chinese, Korean and Bengali) per month, number of impressions (page count), confirm black only for print	Notices are printed in black ink only. Currently the Department does not track volume for notices by language.
21.	Section 4.1 Tasks/Deliverables, Section B, Item 1	Please provide the average handle time (AHT) for inbound and outbound calls for the last six months.	See response to Question 31.
22.	Section 4.1.B	Please provide average handle times for incoming call center calls	See response to Question 31.
23.	Section 4.1.B, Section 4.1.C	Please confirm the expectation for reminder calls, 4.1.C.7 states two days prior to the visit, 4.1.B.2 states one day prior	See Amendment 5. Reminder calls are completed one business day prior to any scheduled initial assessment appointment; the CSR will conduct an appointment reminder call to the consumer and state the date and time of the appointment. The assigned nurse assessor will also conduct an appointment reminder call to ensure that the consumer is prepared for the appointment and has the necessary identification card and medical records for the visit.

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24.	Section 4.1.B, Section 4.1.C, Section 4.12	Please provide historical no-show and cancellation volumes by month. Additionally, can the Contractor invoice for no-shows, cancellations, or unsuccessful outreach attempts?	No, invoices may not be submitted for no-shows, cancellations, or unsuccessful outreach attempts. See response to Question 183. See RFP Section 4.12, RFP Section 6.3. Bidders are to provide per unit prices and flat rate prices in the yellow cells on Attachment B – Cost Proposal. The bid price is to cover the cost of furnishing all the product(s)/services sought to be procured, including but not limited to travel, materials, equipment, overhead, profit, and labor to the satisfaction of the Department and the performance of all work set forth in said specifications. The Contractor will be compensated on a per-unit basis for all mailings, assessments, reassessments, IRPs, and calls as identified in this RFP. The per-unit price will be all-inclusive and cover all associated expenses.
25.	Section 4.1.B, Section 4.12	Within the “Core Services” section of the pricing form, should both inbound and outbound calls be included within the “Calls” unit pricing line item?	Yes, “Calls” includes both inbound and outbound.
26.	Section 4.1.B, Section 4.6A	Please provide the historical average handle time for inbound and outbound calls.	See response to Question 31.
27.	Section 4.1.B	Please confirm whether the call volumes included in Attachment B include both inbound and outbound calls.	Confirmed.
28.	Section 4.1.B	Section B.1 estimates a minimum of 1,000 calls per day (Monday - Saturday) and 10,000 outbound calls per month. This would result in over 400,000 calls annually. Attachment B, Row 9 estimates 100,000 calls in Year 1 and	The figures in cells E9 & F9 of Attachment B: Cost Proposal are monthly figures. These figures and the price provided in G9 & H9 are then multiplied by 12 in cells I9 & J9, respectively, to estimate an annual total.

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		350,000 calls each year for years 2-5. Please clarify these volumes.	
29.	RFP Section 4.1 Tasks/Deliverables, Section B, Item 2 and 6.2.4.1 Tasks/Deliverables, Section B, Item 2	Please specify whether the Contractor will be required to create and maintain a centralized case tracking system. If so, please provide functional capabilities and type data for this tracking system.	The selected Contractor shall be responsible for implementing and maintaining the processes, systems, and tools necessary to perform the requirements of the resulting contract. The Contractor's proposed solution should support the tracking, management, and reporting functions necessary to fulfill the contractual requirements. The Department does not intend to provide additional functional or technical specifications beyond those set forth in the RFP.
30.	Section 4.1.B—Call Center / Telephony System	The Department mentions that over 50% of non-English callers are Spanish. In addition to the interpreter services mentioned in 4.1.B (5), is the department open to utilizing nearshore resources with Spanish as a primary language or is there a requirement for all call center agent to be onshore?	The call center must be based in New York State, and all resources must be based in the continental U.S.
31.	Section 4.1.B – Call Center/Telephony System	Can the Department provide 1-2 years by month of historical daily and seasonal call volume patterns (including peak days, open enrollment periods, or policy-driven spikes) to support accurate workforce planning beyond the stated minimums?	The volumes included in the cost proposal are averages, which include peak and low days. See below.

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		Preferred breakdown if available: Contact Center volumes by communication channel (inbound, outbound, chat, email): • Inbound volume • Outbound volume • Average Handle Times • Average Speed to Answer • Abandon Rates	<table><tr><th>Call Center Activity 2024 and 2025</th><th>Jan</th><th>Feb</th><th>Mar</th><th>Apr</th><th>May</th><th>Jun</th><th>Jul</th><th>Aug</th><th>Sep</th><th>Oct</th><th>Nov</th><th>Dec</th></tr><tr><td></td><td>55,804</td><td>53,371</td><td>54,312</td><td>55,337</td><td>58,882</td><td>55,141</td><td>61,074</td><td>56,224</td><td>52,545</td><td>54,946</td><td>47,092</td><td>41,809</td></tr><tr><td>Inbound Volume</td><td>42,046</td><td>38,785</td><td>39,006</td><td>36,651</td><td>47,715</td><td>33,455</td><td>37,477</td><td>38,428</td><td>43,913</td><td>42,071</td><td>37,788</td><td>41,418</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>Outbound Volume</td><td>23,648</td><td>24,112</td><td>23,163</td><td>23,223</td><td>23,913</td><td>22,036</td><td>25,058</td><td>22,875</td><td>17,223</td><td>25,500</td><td>21,982</td><td>19,582</td></tr><tr><td></td><td>20,312</td><td>19,221</td><td>19,146</td><td>20,126</td><td>16,442</td><td>18,240</td><td>16,759</td><td>16,024</td><td>15,564</td><td>16,034</td><td>14,046</td><td>14,977</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>Average Handle Time (Avg. Call Length)</td><td>713</td><td>695</td><td>710</td><td>675</td><td>681</td><td>694</td><td>696</td><td>717</td><td>715</td><td>703</td><td>659</td><td>694</td></tr><tr><td></td><td>726</td><td>729</td><td>731</td><td>728</td><td>732</td><td>790</td><td>761</td><td>741</td><td>765</td><td>771</td><td>718</td><td>727</td></tr><tr><td>Average Speed to Answer (Avg Ans. Delay)</td><td>23</td><td>46</td><td>52</td><td>59</td><td>90</td><td>82</td><td>48</td><td>82</td><td>111</td><td>105</td><td>77</td><td>35</td></tr><tr><td></td><td>62</td><td>44</td><td>67</td><td>38</td><td>178</td><td>102</td><td>99</td><td>96</td><td>120</td><td>112</td><td>106</td><td>99</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>Abandon Rate</td><td>78.00%</td><td>1.68%</td><td>1.94%</td><td>2.46%</td><td>3.91%</td><td>3.79%</td><td>2.04%</td><td>3.50%</td><td>4.63%</td><td>4.28%</td><td>3.38%</td><td>1.45%</td></tr><tr><td></td><td>2.50%</td><td>1.71%</td><td>2.87%</td><td>1.56%</td><td>7.03%</td><td>4.04%</td><td>4.07%</td><td>4.01%</td><td>5.23%</td><td>4.59%</td><td>4.52%</td><td>4.29%</td></tr></table>	Call Center Activity 2024 and 2025	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		55,804	53,371	54,312	55,337	58,882	55,141	61,074	56,224	52,545	54,946	47,092	41,809	Inbound Volume	42,046	38,785	39,006	36,651	47,715	33,455	37,477	38,428	43,913	42,071	37,788	41,418														Outbound Volume	23,648	24,112	23,163	23,223	23,913	22,036	25,058	22,875	17,223	25,500	21,982	19,582		20,312	19,221	19,146	20,126	16,442	18,240	16,759	16,024	15,564	16,034	14,046	14,977														Average Handle Time (Avg. Call Length)	713	695	710	675	681	694	696	717	715	703	659	694		726	729	731	728	732	790	761	741	765	771	718	727	Average Speed to Answer (Avg Ans. Delay)	23	46	52	59	90	82	48	82	111	105	77	35		62	44	67	38	178	102	99	96	120	112	106	99														Abandon Rate	78.00%	1.68%	1.94%	2.46%	3.91%	3.79%	2.04%	3.50%	4.63%	4.28%	3.38%	1.45%		2.50%	1.71%	2.87%	1.56%	7.03%	4.04%	4.07%	4.01%	5.23%	4.59%	4.52%	4.29%
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32.	Section 4.1.B – Hours of Operation	What functions must the after-hours answering service support (e.g., automated message only, voicemail service for later answer during business hours, or automated transactions such as appointment changes, escalation for urgent cases), and are these interactions subject to the same performance standards as live hours?	After-hours answering service must support voicemail service as well as automated transactions. These activities are not counted toward the performance standards for live hours during regular business days of operation.																																																																																																																																																																																						
33.	Section 4.1 Tasks/Deliverables, Section C	Please provide a copy of the Assessment Tool(s) that the Contractor will be required to use to complete Adult and Pediatric CHA assessments.	The requested assessment tool is proprietary to its respective owner and is not owned by the Department. As such, the Department does not possess the rights necessary to distribute, reproduce, or provide access to the tool to prospective Bidders. The Department understands that the assessment tool is commercially available through its owner InterRAI. Bidders may independently evaluate commercially available products, services,																																																																																																																																																																																						

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			and solutions that they deem appropriate to meet the requirements of the solicitation.
34.	Section 4.1 Tasks/Deliverables, Section C	Please clarify whether the Contractor will be required to establish and operationalize a mandatory secondary review process, performed by a New York State-licensed Registered Nurse, for: a. All initial CHAs resulting in an unqualified outcome in UAS-NY; b. All reassessment CHAs resulting in an unqualified outcome in UAS-NY; and c. All unqualified outcomes, including but not limited to minimum needs not met, 120-day requirement not met, or an NFLOC score below 5, prior to finalization of the assessment in UAS-NY.	The Contractor will work with the Department to implement an internal quality assurance process which will include reviewing select assessments rather than all assessments. Where a secondary review is required under the resulting contract, the review shall be conducted in accordance with 18 NYCRR 505.14 and 505.28, including that such review be performed by a New York State-licensed Registered Nurse (RN) in good standing and meet all applicable regulatory standards.
35.	Section 4.1 Tasks/Deliverables, Section C and 6.2.4.1 Tasks/Deliverables, Section C	Please provide 3 years of annual volumes for each of the following types of assessments:	Bidders must utilize the estimates provided in Attachment B: Cost Proposal when submitting bids.

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36.	Section 4.1.C	Please provide a volume breakdown for routine reassessments, significant change in status, return assessments, immediate need, other and expedited assessments Section B.1 estimates a minimum of 1,000 calls per day (Monday - Saturday) and 10,000 outbound calls per month. This would result in over 400,000 calls annually. Attachment B, Row 9 estimates 100,000 calls in Year 1 and 350,000 calls each year for years 2-5.	See response to Question 35 on assessments. Attachment B is per month, not per year.
37.	Section 4.1.C	Would the Department be open to Bidders that propose a modern assessment platform to perform the CHA and that would integrate with UAS-NY to ensure that UAS-NY maintains its status as the system of record?	The Department is open to modern solutions that comply with the RFP and state and federal law; however, the Contractor must utilize UAS and the CHA as detailed in the RFP.
38.	Section 4.1.C	Would the Department be willing to provide an example CHA document from UAS, and an example CA document from UAS?	Please see response to Question 33.
39.	Section 4.1.C	Please clarify the expected fair hearing volumes. The RFP references approximately 150 fair hearings per month and also references recent averages of	See RFP Section 4.1.C.12 . Based on historical averages, it is anticipated that the Contractor will be responsible to participate in approximately 150 Fair Hearings per month.

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		approximately 300 per month. Which volume assumption should Bidders use for pricing purposes?	
40.	Section 4.1.C	Please provide the historical percentage of fair hearings conducted in person versus telehealth/video conference.	Over the last one (1) year, telehealth and in person assessments have been approximately 50/50. Please also see response to Question 72; the requested information is maintained by the Office of Temporary Disability Assistance and is outside of the Department's purview.
41.	Section 4.1.C	Please provide the volume assumptions and time-per-assessment assumptions for: Initial Assessments, Significant Change in Status Reassessments, Return Assessments, and Other Assessments.	We cannot provide a time estimate as that is based on Bidder experience, processes, and technology. However, the assessment tool projects that an assessment should take 2-3 hours and in some very complex cases, approximately 4 hours.
42.	Section 4.1.C	4.1C.15 identifies the requirement for the Contractor to notify plans of assessment completion and assessment outcomes if the plans or LDSS can't effectively use the UAS for this data. Do the notifications or data feeds to specific MCOs or LDSS entities need to be filtered to just the consumers assigned to that MCO or LDSS or do all MCOs and LDSS receive full files identifying assessment completions and outcomes for all members? If it needs to be filtered, how will the Department identify for the Contractor which	Yes, notifications have to filter to only the consumers assigned to that MCO or LDSS. The Contractor will have the member's Medicaid identification number and can use the eligibility system to determine the member's plan enrollment, or Medicaid District of responsibility.

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		member/consumer is assigned to which entity?	
43.	Section 4.1.C, Section 4.1.D	Should Bidders assume the same pricing structure for telehealth and in-person assessments, or may separate pricing assumptions be utilized?	See RFP Section 6.3 Cost Proposal . Bidders are to provide per unit prices and flat rate prices in the yellow cells on Attachment B – Cost Proposal . The Cost proposal shall comply with the format and content requirements as detailed in this RFP and in Attachment B. Failure to comply with the format and content requirements may result in disqualification.
44.	Section 4.1.C, Section 4.1.F, Section 4.12	Should fair hearing participation costs be included within Assessment pricing, IRP pricing, or another pricing category within Attachment B?	See RFP Section 4.12 Payment, Subsection A . In accordance with Attachment B – Cost Proposal ; This should be entered in the Assessments/Reassessments (all components). The Contractor will be compensated on a per-unit basis for all mailings, assessments, reassessments, IRPs, and calls as identified in this RFP. The per-unit price will be all-inclusive and cover all associated expenses, including associated fair hearing costs.
45.	Section 4.1.C, Section 4.12	Where should the Contractor include costs for appeals-related activities, including participation in conferences and Fair Hearings?	See response to Question 44.
46.	Section 4.1.C, Section 4.12	Please provide the volume assumptions for reassessments and assessments beginning in Contract Year 2.	Assessment volume is expected to remain relatively steady; therefore, the large increase in contract Year 2-5 is due to reassessments and additional assessment types. Please see the Attachment B cost proposal for the estimated volume beginning in contract year two.
47.	Section 4.1 Tasks/Deliverables, Section C, paragraph 1	For pediatric assessments, please describe any special requirements and tools beyond those that are required for the adult CHA.	There are two additional trainings required for the pediatric assessment.
48.	Section 4.1 Tasks/Deliv	Please provide the minimum qualification requirements for	Requirements are the same for adult CHA as for pediatric with two additional trainings.

#	RFP Section	Question	Answer
	erables, Section C, paragraph 1	assessors conducting pediatric assessments, including required training, relevant work experience with pediatric populations, and experience performing pediatric assessments.	
49.	Section 4.1 Tasks/Deliverables, Section C, paragraph 1	For pediatric assessments (ages 4–17), please clarify: a. Whether they are expected in Year 1; b. Whether scope includes initials only or also reassessments; c. Whether Attachment B includes pediatric volumes; d. If not, please provide the expected volumes and timeliness in the table below; and e. Who performs these assessments today.	Pediatric assessments are not expected Year 1. The scope will eventually include reassessments. Attachment B is the expected average monthly volume for all assessments, including reassessments and pediatrics. Pediatric assessments are performed by the LDSS today. In 2024, there were 11,626 pediatric assessments for 10,739 consumers.
50.	Section 4.1 Tasks/Deliverables, Section C, paragraphs 4, 6 and 7	Please confirm the Contractor can only perform assessments for individuals with established Medicaid coverage.	Some individuals who are in the process of becoming Medicaid eligible go through NYIAP.
51.	Section 4.1 Tasks/Deliverables, Section C, Item 3	Please confirm that Health Plans and Local Departments of Social Services, in order to complete their UAS related tasks, require the vendor to provide significant and detailed clinical commentary	Confirmed.

#	RFP Section	Question	Answer
		within each section of the UAS-NY tool for all completed initial assessments, reassessments, and adverse determinations (including denials).	
52.	Section 4.1, Tasks/Deliverables, Section C, Item 3	Please confirm that the due date and associated SLA for Routine Reassessments are tied to the reassessment due date and not to a request from the consumer.	If a consumer requests a delay or does not appear (or otherwise cannot be contacted), the Department will not hold it against a Contractor for SLAs.
53.	Section 4.1 Tasks/Deliverables, Section C, Item 5	Please provide the modality of notices (mail, electronic, or both).	Mail.
54.	Section 4.1 Tasks/Deliverables, Section C, Item 5	Please provide the format, frequency, and recipients of the reports the Contractor is to provide to Plans and LDSS of upcoming appointments.	The Contractor provides the Plans and LDSS with an “appointments scheduled in the next 30 days” report. It is delivered weekly via secure file transfer platform.
55.	Section 4.1 Tasks/Deliverables, Section C, Item 12	Given the estimated 150–300 Fair Hearings per month, please clarify whether Fair Hearing participation should be priced as: a. Included in assessment/practitioner rates; or b. Included in the monthly operational fee.	See response to Question 44.
56.	Section 4.1 Tasks/Deliverables, Section C, Item 17	Can DOH confirm that the Bidder must support approximately 56 distinct variations of each assessment outcome notice in order to communicate assessment	Templates are expected to be standard to be used statewide.

#	RFP Section	Question	Answer
		outcomes and plan options to consumers?	
57.	Section 4.1.C	The RFP requires the Contractor to conduct reassessments including Significant Change in Status, Return, and Routine Reassessments, and to track and report assessment data for consistency and quality assurance. Real-time, visit-level data, which is materially more current and operationally granular than what is available through state batch reporting systems, reflects actual service delivery patterns, task-level completion, caregiver identity, and visit duration in ways that batch state reporting cannot replicate. This data is directly relevant to identifying whether an individual's assessed need aligns with services actually being delivered, and can identify cases where the volume or nature of services actually delivered has diverged from what was authorized, either signaling a change in member status warranting reassessment or flagging potential program integrity concerns. Incorporating this data into the reassessment and reporting workflow would allow the Contractor to produce	Bidders should propose solutions that demonstrate how they will meet the requirements of the RFP. The specific tools, technologies, and integration approaches employed to satisfy those requirements are at the discretion of the Bidder, provided they meet the requirements of the resulting contract.

#	RFP Section	Question	Answer
		reporting that more accurately reflects a member's true service utilization history — strengthening both the Department's program integrity posture and the overall quality of assessment outcomes. Would the Department consider requiring, or at a minimum strongly suggesting, the Contractor establish a direct data exchange relationship with EVV vendors to support these obligations? Will the Department provide additional scoring consideration to vendor solutions that incorporate real-time EVV visit data directly into the reassessment process?	
58.	4.1.C Community Health Assessments	Please indicate if the CHA is comprised of the same tools/questions for PCS, CDPAS and MLTC populations.	This is correct, the CHA doesn't change based on population.
59.	4.1.C Community Health Assessment	Please confirm that the CHA reassessments (routine, significant change in status, return assessments, and immediate need assessments) utilize the same assessment tools/questions as the Initial Assessment that was conducted.	This is correct, the CHA doesn't change based on assessment type.

#	RFP Section	Question	Answer
		If different tools make up the CHA reassessment types from the Initial Assessment, please provide the estimated time it takes to complete each of the CHA reassessment types.	
60.	4.1.C Community Health Assessment	Please confirm that the Universal Assessment System (UAS-NY) allows for a printable copy of the CHA to be accessed by the Contractor so that a copy can be provided to a customer if requested.	Yes, this is available.
61.	Section 4.1.C.2	Please confirm that the Contractor is responsible for in-home assessments after the initial evaluation is done in a facility. If so, please provide the volume and the anticipated length of the visit.	Confirming that the Contractor will be responsible for completing in-home assessments for all consumers getting their CHA appointment initiated in a facility. Average appointment length is 3 hours.
62.	4.1.C (5) – Outreach – Appt Scheduling	In reference to “Contractor must perform outreach regarding upcoming scheduled appointments” – Will outbound calls be the only method of outreach required, or will any print/mail outreach be required?	To make appointments only, calls are the method of required outreach, unless under special circumstances the Contractor would need to find an alternative method of outreach. For scheduled appointments, the Contractor will perform a reminder call.
63.	4.1.C (11) – Fair Hearings	Where is the process for the hearings set-forth for administration and procedural purposes.	Fair hearings are generally requested by calling the New York State Office of Temporary and Disability Assistance (OTDA). https://otda.ny.gov/hearings/request/

#	RFP Section	Question	Answer
			The general process for a hearing includes: requesting a hearing, preparation for the hearing (including evidence packets), participation in the hearing, and a decision.
64.	4.1.C (11) – Fair Hearings	Are the Hearings required to be presented by an attorney for the Department?	The hearings include an Administrative Law Judge (ALJ) from OTDA.
65.	4.1.C (11) – Fair Hearings	Are the rules of evidence followed in the hearings (etc.)?	An ALJ will review evidence from the consumer, the Contractor, and will potentially review other evidence before making a decision.
66.	4.1.C (11) – Fair Hearings	Are the hearings subject to appeal? If so, what is the appeal jurisdiction?	Yes, an individual may appeal an OTDA decision by bringing a lawsuit in accordance with Article 78 of the Civil Practice Law and Rules.
67.	4.1.C (11) – Fair Hearings	What are the typical topics of the Hearings?	For a typical hearing, a consumer would not be satisfied with the outcome of their assessment and request a fair hearing.
68.	4.1.C (11) – Fair Hearings	Is the Assessor who conducted the evaluation required to be present at the Hearings?	No, the evidence packet should be sufficient to support the decision.
69.	4.1.C (11) – Fair Hearings	How long on average, does each hearing take to present per side?	Hearing times vary, but generally, the call can last up to an hour.
70.	4.1.C (11) – Fair Hearings	Are the hearings in person, telephonic, or remote videos?	Hearings may be telephonic or in person.
71.	4.1.C (11) – Fair Hearings	Are there transcripts required at the hearings?	OTDA produces transcripts upon request for hearings.
72.	4.1.C (11) – Fair Hearings	If a participant needs a language interpreter or other resource, which party bears the costs?	OTDA provides language or sign interpreters at no cost to the participant.
73.	4.1.C (11) – Fair Hearings	Can the Department please provide historical appeal data to inform Bidder planning?	Since January 2024 the range of fair hearings requested per month has been between 50 and 410. The Department expects the request for appeals to increase as HR1 policy changes take effect.

#	RFP Section	Question	Answer
74.	4.1.C (15) (a) – Tasks & Deliverables	Can you provide clarification if the notification to consumers on the outcome of their assessments is expected to be print/mail? If so, please provide 1-2 yr historical volume, per month, per notice, number of impressions (page count) per notice, confirm black only for print and if any requirement to expedite fulfillment other than USPS standard mail is needed.	Yes, it is required to be printed/mailed. The Department reserves the right to request expedited fulfillment or alternative delivery methods on an as-needed basis to meet operational requirements. Expedited fulfillment is not expected to be routine.
75.	4.1.C (17) – Loss of Eligibility Notices	In reference to the consumer notice once the consumer no longer meets eligibility criteria, including fair hearing rights notice: Can the Department provide 1-2 yr historical volume, per month, per notice, number of impressions (page count) per notice, confirm black only for print and if any requirement to expedite fulfillment other than USPS standard mail is needed.	The Department can confirm black only print for notices. Notices are generally 1-2 pages and are not expected to exceed 8 pages. Notice volumes are included in the cost proposal, Attachment B. See response to Question 74.
76.	4.1 Tasks/Deliverables, Section C and D	Please confirm that all CHA assessments and subsequent medical exams must be scheduled and conducted as two distinctly separate appointments performed by different individuals.	Yes, that is confirmed.
77.	4.1.D Independent	Please confirm if the Independent Practitioner Medical Exam and Orders are to be completed only for those who meet ADL eligibility	No, the Independent Practitioner Medical Exam and Orders are to be completed for each individual regardless of eligibility.

#	RFP Section	Question	Answer
	Practitioner Orders	criteria for CDPAP/PAS and if they are to be completed within the 14-day assessment timeframe.	
78.	Section 4.1 Tasks/Deliverables, Section D, Item 1	Is a medical exam required for all individuals regardless of the assessment outcome?	Yes.
79.	Section 4.1 Tasks/Deliverables, Section D, Item 1	If a medical exam is not needed for every CHA (regardless of outcome), please clarify which CHAs do not need a medical exam.	A medical exam is needed for every CHA.
80.	Section 4.1 Tasks/Deliverables, Section E	Please confirm whether, in addition to UAS notifications, the Contractor must provide MCOs and LDSS with daily status reports on immediate need and expedited assessment requests, including scheduled appointments, cancellations, no-shows, and outcomes.	Yes, the Contractor must provide daily status reports.
81.	Sections 4.1 Tasks/Deliverables, Section E and 6.2.4.1 Tasks/Deliverables, Section E, Item 1	Please clarify how the Contractor is expected to receive requests for immediate needs and expedited assessments.	A request is first initiated by fax or email, then it's verified by the MCO or LDSS, and then a three-way (Contractor, LDSS/MCO, and Consumer) call is made to schedule the clinical appointment.

#	RFP Section	Question	Answer
82.	Section 4.1 Tasks/Deliverables, Section F	Please describe, in detail, the standardized workflow for IRP submissions, including required documentation from health plans and local districts, timeline processing requirements, and how information is to be shared between the Contractor and health plans/local districts.	Guidance for plans for these processes are documented in MLTC Policy 22.01 for Mainstream Medicaid managed care plans (link). The guidance for LDSS is posted here (link). For both the IRP and the Variance process, the LDSS or the plan initiate the review by the submission of pertinent materials to the NYIAP.
83.	Section 4.1.F	Please provide average time for IRP cases, as well as CHA variances	Each case going to the IRP will be unique. The IRP should take as long as required to perform the listed tasks within the RFP.
84.	4.1 Scope of Work G. Special Population and Special Projects	Please clarify how many special projects and PACE verification reviews are anticipated monthly in Y1 & Yr2-5.	The Department anticipates fewer than 5 special projects per year. Approximately 1,000 reviews are expected per year.
85.	Section 4.1.G	Please provide volumes for PACE DE.	PACE DE is performed by the PACE organization, not the Independent Assessor. Please see Question 84. The requirements for PACE DE are listed in the RFP and PACE enrollment is currently approximately 10,000 consumers, and can be found on the Department's website: www.health.ny.gov
86.	4.2 Quality Assurance Monitoring and Reporting	Where will the appeals be logged in? UAS-NY/State System or Contractor System?	Appeals are logged in the Contractor System.
87.	4.2 Quality Assurance Monitoring and Reporting	Are there minimum expectations for inter-rater reliability (IRR) tracking and thresholds?	The Department operates quality assurance testing and inter-rater reliability testing through its External Quality Review Organization. DOH will discuss IRR expectations with the awarded Contractor.

#	RFP Section	Question	Answer
88.	Section 4.2 Quality Assurance	Is attendance at appeals required in-person or virtually?	This depends on the hearing, but generally in person attendance is not required.
89.	Section 4.2 Quality Assurance	Does the Department require assessors to attend the appeals or can a supervisor go in their place?	A supervisor may go in place of the assessor. However, the contractor should be prepared to send someone familiar with the facts and circumstances of the consumer bringing the fair hearing.
90.	4.2 Quality Assurance Monitoring and Reporting	Please provide the number of Quality Reviews on practitioner order forms in relation to adult and pediatric populations.	The Contractor is required to implement a quality management plan. The Department and the Contractor will work to determine what number is appropriate.
91.	Section 4.2 Quality Assurance Monitoring and Reporting, Item 2	Please confirm that QA reviews must be conducted by a separate Quality team from the original assessor or practitioner.	Confirmed, the quality reviews must be formed by a separate quality team/assessor from the original.
92.	Section 4.2 Quality Assurance Monitoring and Reporting	Can DOH identify whether there are specific quality metrics, benchmarks, or minimum performance thresholds that the Contractor is expected to monitor and report (e.g., accuracy, timeliness, documentation completeness)?	See RFP Section 4.2 Quality Assurance Monitoring and Reporting . Together, and with the Department's approvals, the Contractor shall work with the Department in determining the specific nature and extent of all periodic and ad-hoc monitoring and reporting on QA activities, including reports to support the Department's evaluation of the Contractor's achievement of the contractual performance standard.
93.	Section 4.3 Systems Interfaces	How will the Contractor get the daily referrals for assessment?	Assessment requests will be received primarily by phone; however, the Contractor should expect to accept requests through alternate NYS approved modalities in the future.

#	RFP Section	Question	Answer
94.	Section 4.3 Systems Interfaces	For Secure File Transfer Protocol (SFTP) solution with Department, health plans, and local districts for the exchange of files to support contract-related activities: a. How many health plans and local districts are in scope? b. Will health plans and local districts send data/files to Contractor?	There are approximately 49 health plans and 62 local districts in scope. Health plans and local districts will utilize the secure file transfer platform established by the Contractor.
95.	Section 4.3, Section 4.7	How does the Contractor verify Medicaid eligibility for PCS? Will the Contractor receive an eligibility file from the state system?	The Contractor will need to build an interface with NYS eligibility systems to verify Medicaid statuses so the assessment appointments can be scheduled.
96.	Section 4.3, Section 4.7	What is the desired format for returning completed assessments to the UAS system?	Contractors will complete the assessments directly in the UAS system.
97.	Sections 4.3 System Interfaces, Item 1 and 4.7 Information Technology	Please confirm if the Contractor must establish data exchange processes with the following trading partners: • State MMIS system to obtain Medicaid consumer data • UAS system to exchange data feed two ways for assessment data as well as PO, IRP recommendation forms • 58 LDSS and approximately 65 health plans	Yes, the Contractor will need to exchange data with the outlined trading partners. The selected Contractor shall establish and maintain the interfaces and data exchange processes necessary to perform the requirements of the resulting contract, including integration with Department-designated systems and external entities, as applicable. Such interfaces may include, but are not limited to, Department systems, the Medicaid Management Information System (MMIS), the Uniform Assessment System for New York (UAS-NY), Local Departments of Social Services (LDSS), Managed Care Organizations (MCOs), and other entities identified by the Department.

#	RFP Section	Question	Answer
			The Department does not intend to provide additional technical interface specifications through this procurement. Detailed interface requirements, including applicable trading partners, data exchange specifications, file layouts, transmission methods, and implementation requirements, will be provided to the successful Contractor, as appropriate, during implementation and throughout the contract term.
98.	Section 4.3 System Interfaces, Item 1	Please provide a list of all required system interfaces and data exchanges between health plans, local districts, and the Enrollment Broker, including: a. File type; b. Frequency; and c. System owner / sender and receiver.	The Department is not providing a comprehensive inventory of existing system interfaces and data exchanges as part of this procurement. Bidders should base their proposals on the requirements set forth in the RFP. The selected Contractor will be responsible for supporting existing interfaces, as applicable, and for designing, developing, implementing, maintaining, or modifying interfaces and data exchanges as necessary to meet the operational needs of the Department and the requirements of the resulting contract. Additional interface specifications, including file formats, transmission methods, frequency, and participating systems, will be provided to the successful Contractor as appropriate during contract implementation and throughout the contract term. Contractors should expect that interfaces will include various reports/interfaces with the enrollment broker using CISCO, secure email, or a different platform, interfaces with the LDSS and plans for consumer information, a secure telehealth system for telehealth appointments, a daily interface with UAS, and an interface for secure intake of forms, such as DOH-5821. For estimation purposes only, Bidders should assume a variety of file types and exchange frequencies such as batch and real-time with multiple external partners, and actual details may change based on operational needs.

#	RFP Section	Question	Answer
99.	Section 4.3 Systems Interfaces, Item 1	What constitutes “additional applications” in this context (e.g., DOH- or State-provided applications requiring new interfaces, new Contractor-provided modules/tools, or additional endpoints/partners using the SFTP)?	For purposes of this RFP, “additional applications” refers to applications, systems, or technologies that may require integration with the Contractor’s solution during the term of the resulting contract. This may include Department- or State-provided applications, Contractor-provided applications or modules, or other systems and external partners, as necessary to support the operational needs of the Department. The specific applications and associated interface requirements will be determined based on the Department’s business needs throughout the contract term.
100.	Section 4.4 Staffing, Sections B and C	Can DOH confirm that resumes for key management positions and the core management team members are required with the proposal submission?	Resumes for key management positions and core management team members are not required at the time of the proposal submission.
101.	4.4 Staffing, 4.15 Performance Management	Can NYSDOH provide historical and projected assessment volume ranges , specifically related to reassessments?	See response to Question 35.
102.	4.4.A.5 - Staff to perform the CHAs must complete all required training	Can the Department provide detail around the current uniform assessment training duration and certification?	All assessors and assessor supervisors are required to take the Department’s trainings. An assessor has approximately 20 hours of required trainings and an Assessor Supervisor has approximately 23 hours of required trainings. The Department’s training does not have a certification.
103.	4.4.A.5 - Staff to perform the CHAs must complete all required training	Is the format of training in person or virtual?	Virtual (online).

#	RFP Section	Question	Answer
104.	4.4.A.5 - Staff to perform the CHAs must complete all required training	Who is responsible for conducting the training?	Trainings are pre-established and the Contractor will be responsible for ensuring appropriate staff complete trainings as required.
105.	Section 4.4.a.6	While the RFP does not exclude any specific entity types from applying, Section 4.4.a.6 states that staff must be conflict free and shall not be employed for various entity types. We are reaching out on behalf of a LHCSA that does not provide any Personal Care Services. They are focused solely on nursing services and assessments. Provided that they meet all other criteria, are they excluded from responding to the RFP because they are a LHCSA and all their staff would be employed by a LHCSA?	See RFP Section 4.4.A.6. Staff to perform the CHAs must be conflict free. For the purposes of this RFP, “conflict free” shall mean that such staff shall not be currently employed by an MCO contracting with the Department for Mainstream Medicaid Managed Care, Health and Recovery Plan, HIV Special Needs Plan, an MLTC Plan (as defined in Section 4403-f of the New York Public Health Law) Medicaid Advantage, D-SNP Plan with Mainstream Medicaid MCO alignment, a Licensed Home Care Services Agency (LHCSA) or a Certified Home Health Agency (CHHA).
106.	4.4.C Other Staffing Requirements	Please specify the FTE requirement for the Finance Director and whether the position requires in-state residence.	There is no specific FTE requirement for the Finance Director. The Finance Director does not need to have in-state residence but must be available for in person meetings as requested by the Department.
107.	Section 4.6 Reporting, Item 4	Please confirm the Contractor is expected to develop a factual inaccuracies process with Plans	Yes and Yes.

#	RFP Section	Question	Answer
		and Local Districts for pediatric assessments. If so, will this process mirror the factual inaccuracies process in place today.	
108.	Section 4.6.A.3	Is the current quality assurance and inter-rater reliability of Independent Assessments being performed in the NY UAS System? If not, where are these reviews occurring?	The Department operates quality assurance testing and inter-rater reliability testing through its External Quality Review Organization (EQRO).
109.	Section 4.7 Information Technology	Going forward the Department is looking for the Contractor to provide a customer service solution that integrates with the existing systems and augments these interfaces to real-time processing using established technology in the market, where applicable; the Contractor will take over the current implementation and operations or develop new interfaces and processes, if the existing ones are not transferable. The Contractor will receive and store demographic data about consumers. – Is this the requirement for after the implementation of the Contractor system or part of the 6 months implementation?	The current implementation, including existing interfaces and operational processes, is not being transferred as part of this procurement. Beginning upon contract execution, the selected Contractor shall be responsible for supporting existing operational activities, as applicable, and for designing, developing, implementing, enhancing, and maintaining interfaces and business processes as necessary to fulfill the requirements of the resulting contract. The specific scope of such activities will be determined based on the Department's operational needs throughout the contract term.

#	RFP Section	Question	Answer
110.	4.8 Materials, first bullet	Please provide 1-2 yr historical volume for applications for (English, Spanish, Russian, Haitian-Creole, Chinese, Korean and Bengali) per month, number of impressions (page count), confirm black only for print	Historical volumes of calls and assessments have been provided in other answers.
111.	4.8 Materials, second bullet	Please provide 1-2 yr historical volume for Braille, Audio and other ADA formats. Will there is a need for other languages within these ADA formats? If so, what is the volume vs language?	The expectation is for the Contractor to build in the capacity to generate materials in these other formats upon request.
112.	4.8 Materials, paragraph 1	Please clarify: a. Whether Bidders are required to develop and maintain a website to support the assessment services; and b. If so, detail the required website functionality.	Yes, Bidders will be required to maintain and support a website where individuals can find information about NYIAP, including information on the process and how to schedule. Please see Amendment 5. The Contractor shall create and maintain a consumer friendly website for NYIAP, available immediately at the end of the transition period .This website must provide information about NYIAP, NYIAP services, managed long term care, and how to schedule an assessment. The website must include the phone number of the call center and its hours of operation. The website must be available in the languages required by the Department. The contractor shall be responsible for updating the website based on the Department's direction. The Department will provide approval of the website. The website is not expected to be designed to store consumer information or allow consumer log-ins.
113.	4.9 Facilities	Related to the requirement for a space location in New York- please define what staff would be	Key personnel, such as the finance director, do not need to be located in New York, but must be available to meet with the Department in person as requested.

#	RFP Section	Question	Answer
	and Equipment	required to be at this location as this work will involve many field-based assessors across the State. Does key personnel have to be located in New York?	
114.	4.9 Facilities and Equipment	Section 4.9 suggests that all work for the contract must be performed in the physical office location in New York. Since face-to-face assessments and other related work will be performed in other locations, will the Department please remove the phrase "for all the work performed under this contract" from the first sentence of the section?	Please see Amendment 5.
115.	4.11 Transition	What are NYSDOH's expectations regarding parallel operations or dual-run periods during transition from the incumbent?	The Department has built in a six month transition period for any transition from the incumbent. During this period, the new Contractor is expected to stand up all processes related to NYIAP. If this occurs, the Department, incumbent, and new Contractor will work together on the transition plan which may include ramping up workload during the transition period.
116.	Section 4.12	Please define what constitutes a billable completed unit for invoicing purposes. In similar independent assessor contracts no shows, travel time, and cancelations are billed at a reduced rate so as not to inflate the assessment per unit cost. Will the Department consider adding a separate core services line for no shows, travel time, and cancellations?	For purposes of invoicing, a billable completed unit shall be as defined in the resulting contract and associated payment provisions. Bidders are expected to propose pricing that reflects all costs necessary to perform the required services in accordance with the RFP. The Department does not intend to establish separate payment line items for no-shows, travel time, cancellations, or other incidental activities. Bidders should account for anticipated operational costs and business risks, including those associated with such activities, when developing their cost proposals.

#	RFP Section	Question	Answer
117.	Section 4.12	Page 24 states: "The Department will pay a non-incumbent Contractor up to one-sixth (1/6) of their total bid price for transition costs throughout the first six months of the resulting contract. Transition costs must be based on actual costs incurred by the Contractor and must be documented and approved by the Department prior to payment." However, Attachment B (Pricing Form) appears to calculate the 1/6 transition value based only on Year 1 costs rather than the total bid price. Please clarify which methodology is correct and should be used in preparing the cost proposal.	A non-incumbent Contractor will be paid on actual expenses incurred up to 1/6 of their total Year 1 costs.
118.	4.12, Payment, Section A, paragraph 2	For unit-based payments under Section 4.12, please confirm whether an assessment "unit" includes: a. Outreach attempts; b. No-shows and rescheduling; c. Reminder calls; and d. Documentation, regardless of completion outcome.	For purposes of invoicing, a billable completed unit shall be as defined in the resulting contract and associated payment provisions. Bidders are expected to propose pricing that reflects all costs necessary to perform the required services in accordance with the RFP. The Department does not intend to establish separate payment line items for no-shows, travel time, cancellations, or other incidental activities. Bidders should account for anticipated operational costs and business risks, including those associated with such activities, when developing their cost proposals
119.	Section 4.12 Payment	Please clarify whether calls that are completed via IVR self-service (i.e., no live agent interaction) are	Yes, IVR calls are eligible for reimbursement.

#	RFP Section	Question	Answer
	and Attachment B Cost Proposal	eligible for reimbursement under the proposed pricing model.	
120.	Section 4.12 Payment	Please clarify whether the Year 4 and Year 5 price adjustment will be based on: a. 3%; b. The CPI-U percentage change; or c. The lesser or greater of the two.	Before Contract Years 4 and 5 begin, either party may request a price adjustment. An adjustment can be an increase or decrease depending on economic conditions and market data. The adjustment must be reviewed, justified, negotiated, and formally approved by the Department. With regard to price adjustment requests for Contract Years 4 and 5, the Department reserves the right to approve or deny the request, negotiate a smaller adjustment, or request a decrease if market conditions support lower pricing.
121.	Section 4.12 Payment	For Contract Years 4 and 5, please clarify whether the price adjustment under Section 4.12 is applied automatically or must be requested by the Contractor. If a request is required by the Contractor, please describe the process.	In practice, the Contractor would submit a formal written request, supporting financial documentation, proposed revised pricing, and justification for why the adjustment is warranted. If approved, the revised pricing is incorporated through a formal contract amendment.
122.	Section 4.12 Payment, Subsection B	Please confirm that payments shall be made to Contractor for work performed unless such payments are deducted as specified in accordance with the applicable penalties set forth in Section 4.15 Performance standards.	See RFP Section 4.12 Payment. Payments will be made upon Department approval of each invoice, at its sole discretion, and verification of services rendered. The Department, in its sole discretion, reserves the right to withhold or reduce payment if the Contractor fails to meet required performance standards identified in RFP Section 4.15, submit required reports in an accurate, complete and timely manner or provide services in accordance with contract requirements.
123.	Section 4.12 Payment,	Question: Will the State consider modifying this Section 4.12(c) to limit the potential withhold or	The Department declines this change.

#	RFP Section	Question	Answer
	Subsection C	payment deduction as described within Section 4.15 of the RFP? Example Redline: For example, such language may look like (additional language in <u>green</u> <u>underlined text</u>, deletions in <u>red stricken text</u>): 1. The Department, in its sole discretion, reserves the right to withhold or reduce payment if the Contractor fails to: <u>a. Meet required performance standards identified in Section 4.15 of the RFP;</u> <u>b. Submit required reports in an accurate, complete, and timely manner; or</u> <u>c. Provide services in accordance with contract requirements.</u> 2. Withheld amounts may be released upon satisfactory correction of deficiencies, at the sole discretion of the Department. 3. Repeated or material failures to comply may result in financial penalties, <u>offset against future payments,</u> or termination of the contract. Justification: This revision is intended to improve payment certainty and create a more	

#	RFP Section	Question	Answer
		balanced, objective administration framework. As drafted, the provision gives the Department unilateral discretion to withhold or reduce payment based on broad compliance concepts, which can create uncertainty even where services have been substantially performed. Our edit is designed to tie any withholding more closely to defined, material performance failures and to preserve an opportunity to cure before amounts are permanently reduced or offset. This helps ensure the payment mechanism remains fair, transparent, and proportionate, while still protecting the Department's ability to address genuine performance issues.	
124.	Section 4.15 – Performance Standards, Table 1	For Average Speed of Answer (ASA), does the Department calculate this metric apply to calls routed to a live agent, and does it exclude IVR pre-queue delivery time?	The ASA generally excludes the IVR. The Contractor will discuss the IVR length with the Department prior to implementation.
125.	Section 4.15 Performance Standards, Table 1	Please confirm whether the references to 'instances' in the Penalties language refer to months where performance standards are not met, and that second/third instances refer to consecutive months where	Yes, "instances" refers to months. However, it does not refer to consecutive months. These instances are over the length of the contract.

#	RFP Section	Question	Answer
		performance standards are not met.	
126.	Section 4.15 Performance Standards, Table 1, First Row and Fourth Row	Please clarify the intended live-agent wait-time performance standard in Table 1, as Row 1 states that the average wait time (average speed of answer) shall be less than fifteen (15) seconds, while Row 4 states that the average waiting/hold time for a live voice shall be less than two (2) minutes. Please confirm which standard Bidders should use for pricing, staffing, and compliance purposes.	Row 1 reflects that the call must be answered in less than 15 seconds on average, regardless of whether the call is picked up by a live agent or is picked up and sent to a recording and put on hold. Row 4 states that consumers must speak to a live person in less than two minutes on average. Both of these standards will be used.
127.	Section 4.15 Performance Standards, Table 1, Third Row	Please confirm this performance standard applies only to initial assessments and non-routine reassessments, and does not apply to routine reassessments.	At the start of the contract, there will not be reassessments performed by the Contractor. Processes for reassessments will be developed by the Department and the Contractor.
128.	Section 4.15 Performance Standards; Table 1	Please clarify this performance standard is measured in calendar days.	Each Service Level Metric in Table 1 has its own Performance Standard.
129.	Section 4.15 Performance	Please clarify if this performance standard is evaluated in calendar days not business days (there is a discrepancy between the	Please see Amendment 5.

#	RFP Section	Question	Answer
	Standards; Table 1, Third Row	Performance Standard and the Applicable Penalties).	
130.	Section 4.15 Performance Standards, Table 1, Third Row and Sixth Row	Can DOH confirm the SLA on page 28 is meant to state 95% of assessments are scheduled within 14 calendar days?	Please see Amendment 5.
131.	Section 4.15 Performance Standards, Table 1, Third Row and Sixth Row	Can DOH clarify the difference between the SLA on page 28 “95% of assessments are scheduled and completed within 14 calendar days” and the SLA on page 29 stating that “90% of assessments shall be completed within 14 business days of the data of the appointment is scheduled”?	Please see Amendment 5.
132.	Section 4.15 Performance Standards, Table 1, Third, Sixth, and Ninth Rows	Please confirm business days should be changed to calendar days	Please see Amendment 5.
133.	Section 4.15 Performance	Please confirm the applicable penalty needs to be changed from	Please see Amendment 5.

#	RFP Section	Question	Answer
	e Standards; Table 1, Ninth Row	twelve (12) business days to six (6) business days.	
134.	Section 4.15 Performance Standards, Table 1, Seventh Row	Please clarify how DOH will measure the Contractor's performance on the Language Accessibility and Offerings metric, including: a. The measures or criteria that will be used; b. How the metric will be applied to calls; and c. How the metric will be applied to notices.	If a consumer contacted NYIAP and the Contractor was not able to provide written or verbal communications for the member in one of the five DOH designated languages, DOH would consider this an instance of failure.
135.	Section 4.15 – Performance Standards	How does the Department define an “abandoned call” (e.g., hang-up before IVR, during IVR, or while queued for an agent)? Is there a short-abandon threshold and if so, are these short-duration abandons excluded from the abandoned call calculation?	For the purposes of this RFP, “abandoned call” means an inbound call terminated by the caller after entering the queue but before connection to a live customer service representative. There is no short-duration abandoned threshold.
136.	Section 4.15 Performance Standards	Question: Will the Department please consider adding language to the final Performance Standard Specifications Document that clarifies that (1) Contractor shall only be liable for performance failures that directly arise as a result of Contractor's actions and/or inactions, (2) Contractor shall not be liable for performance failures that arise due to the	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, Bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.

#	RFP Section	Question	Answer
		actions or inactions of a third party or a third party system, and (3) under no circumstances, shall the penalties assessed due to unmet performance standards exceed more than 10% of the monthly invoice in which the performance failure occurred? Example Redline: For example, such language may look like (additional language in <u>green underlined text</u>, deletions in <u>red stricken text</u>): <u>Contractor shall only be liable for penalties that arise as a result of a service level failure that directly results from Contractors' actions or inactions. In no event shall Contractor be liable for any penalties resulting from a service level failure caused by the State, by a third party or third-party system, or by a force majeure event.</u> <u>Notwithstanding anything to the contrary, total penalties assessed against the Contractor shall not, in the aggregate, exceed 10% of the total monthly invoice in the month in which the delay or</u>	

#	RFP Section	Question	Answer
		<u>failure took place.</u> Justification: This language is intended to ensure that service level accountability remains aligned with matters within the Contractor's reasonable control. Because performance can be affected by State actions, third-party entities, external systems, and unforeseen events, this approach helps allocate risk in a balanced and practical way. The cap on total penalties also helps keep the remedy proportionate to the services provided and supports stable, predictable pricing over the term of the agreement.	
137.	Section 4.15 Performance Standards	The Consumer Facing Call Center Scheduling SLA says 95% scheduled and completed within 14 days, but the assessment SLA says 90% completed within 14 days. Could the Department please provide clarity on this discrepancy?	Please see Amendment 5.
138.	Section 4.15 Performance Standards	Please confirm how frequently ASA, abandon rate, and wait time is calculated (i.e. monthly,	All SLAs and penalties are assessed on a monthly basis.

#	RFP Section	Question	Answer
		quarterly) in relation to the \$50k penalty.	
139.	Section 4.15 Performance Standards	Please confirm how each “instance of failure” is determined for purposes of Section 4.15, including: 1) whether failures are measured monthly; 2) whether the first two instances reset after a defined period or accumulate over the contract term; and 3) whether the standard third-instance deduction and immediate deduction may both apply to the same metric in the same reporting period.	Instances of failure are determined monthly. There is not a reset period. The third instance and immediate deduction may apply in the same reporting period. If the Contractor believes there are extenuating circumstances related to the instances of failure, they may submit them to the Department. See response to Question 140.
140.	Section 4.15 Performance Standards	Please confirm the timing, format, review process, and effect of corrective action plans under Section 4.15, including whether Department acceptance prevents, delays, or mitigates any deduction.	The Contractor must submit the corrective action plan within 30 calendar days of being notified by the Department that they failed to meet an SLA. The corrective action plan must adequately describe the reasons for the instances of failure, as well as, corrective actions to prevent future instances of failure. Department acceptance of the corrective action plan may prevent, delay, mitigate, erase, or not impact any deductions.
141.	Section 4.15 Performance Standards	Please confirm whether the Contractor will have an opportunity to review and validate the Department’s SLA calculations before any deduction is applied, and what process will apply if the Contractor disputes the calculation.	Yes, the Contractor will have an opportunity to review, validate, discuss, and respond to the SLA calculations before any deduction is applied; however, the final determination of whether the SLA calculations are accurate rests with the Department.

#	RFP Section	Question	Answer
142.	Section 4.15 Performance Standards	Please define how average speed of answer, abandoned call rate, and average waiting/hold time will be calculated, including measurement start/end points, included/excluded call types, and whether the methodology will be finalized in the Performance Standard Specifications Document.	See RFP Section 4.15, defined in SLAs.
143.	Section 4.15 Performance Standards	Will the Department permit mutually agreed recalibration if actual call volumes materially exceed projections?	Yes, the Department will permit mutually agreed recalibration of performance standards if call volumes materially exceed projections.
144.	Section 4.15 Performance Standards	What is the Department definition of an abandoned call?	Please see response to Question 135.
145.	Section 4.15 Performance Standards	Please confirm the start and end points for each assessment timeliness SLA, by assessment type, including the event that starts the SLA clock and the event that constitutes completion for SLA purposes.	All performance standards will be evaluated monthly. The performance standard clock for assessments begins the day the consumer requests an assessment and completes the day all aspects of the assessment have been completed. Instances where an individual cancels or reschedules their own assessment will not be counted against the Contractor.
146.	Section 4.15 Performance Standards	If a member/consumer selects an appointment outside of the 14 calendar days will the Department exclude this case as a missed SLA. Is the Department willing to revise the language to say: 95% of assessments are scheduled and completed within 14 calendar	If a member/consumer selects an appointment outside of the 14 calendar days even after the option to schedule within 14 calendar days has been presented to them, or if a member/consumer reschedules their appointment, resulting in going beyond the 14 calendar days, the Department will not count it against the Contractor for purposes of the SLA. This will be fully described in the awardee's contract.

#	RFP Section	Question	Answer
		days of member/consumer call to call center, unless the member/consumer requests a date/time outside of this window and/or cancels the appointment within 24 hours.	
147.	Section 4.15 Performance Standards	Please confirm that the performance standards identified in Section 4.15, Table 1 will begin to be measured at the go-live date.	Confirmed.
148.	Section 4.15 Performance Standards	Please confirm the process for revising SLA requirements, measurement methodology, or deduction exposure if Department-directed changes materially affect the measurement or achievability of a performance standard.	The Department may revise performance metrics and SLA targets during the contract term upon written notice to the Contractor. Revisions that materially affect scope, staffing, schedule, or compensation shall be incorporated through a formal contract amendment.
149.	Section 4.15 Performance Standards	The RFP references assessment standards based on fourteen (14) calendar days and six (6) calendar days, while certain immediate penalty triggers reference fourteen (14) business days and twelve (12) business days. Please confirm whether the affected assessment timeliness requirements are measured in calendar days or business days.	Please see Amendment 5.
150.	Section 4.15 Performance Standards	How does the Department define a conflict? What constitutes a reportable conflict?	The assessors should be free of any conflicts including but not limited to health plans or home care agencies affiliated with health plans where they are receiving payment, employed by or

#	RFP Section	Question	Answer
			otherwise obligated to health plans or agencies that provide home care.
151.	Section 4.15 Performance Standards	Will the Department please confirm that any member/consumer requested delays not count against the expedited assessments timeliness SLA?	Confirmed. If an individual requests to reschedule their assessment, which directly results in the Contractor going past 14 calendar days, it will not count against the Contractor.
152.	Section 4.15 Performance Standards	What exclusions will apply for delays outside of Contractor control?	Delays outside of the Contractor's control, such as an individual rescheduling, will not count against the Contractor for performance standards.
153.	Section 4.15 Performance Standards	Will the Department consider a maximum monthly exposure cap?	No.
154.	Section 4.15 Performance Standards	Please confirm that performance standards are defined and measured on a monthly cycle.	Yes, performance standards are defined and measured monthly.
155.	SECTION 4.16 M/WBE REQUIREMENTS	Is NYS DOH only allowing NYS certified M/WBE to qualify for the M/WBE goals?	Yes. Utilization of MWBEs towards the MWBE goals must be NYS-certified.
156.	SECTION 4.16 M/WBE REQUIREMENTS	How will NYS DOH confirm or verify that NYS certified firms are being utilized on this contract?	Please see RFP Section 4.16 . By submitting a Bid in response to this RFP, a Bidder agrees to complete an M/WBE utilization Plan (Attachment 5, Form #1) for this RFP. The Department will review the submitted M/WBE Utilization Plan.

#	RFP Section	Question	Answer
157.	SECTION 4.16 M/WBE REQUIREMENTS	Will NYS DOH allow the prime vendor to reduce M/WBE utilization via a waiver? a. If so, why would this be allowed?	Please see RFP Section 4.16. The Contractor will be required to attempt to utilize, in good faith, any MBE or WBE identified in its M/WBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to the Department but must be made no later than prior to the submission of a request for final payment on the Contract. 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”.
158.	SECTION 4.16 M/WBE REQUIREMENTS	How will NYS DOH enforce the use of NYS certified firms on this contract?	The awarded Contractor will be required to report payments to NYS-certified MWBE forms, and these reports will be monitored by the Department.
159.	SECTION 4.16 M/WBE REQUIREMENTS	If NYS doh is measuring certified M/WBE utilization on this contract is the data/reports publicly available and where is it located?	This information is not relevant for Bidders to submit a proposal.
160.	Section 6.1	There are inconsistencies between Attachment A and Section 6.1.8 - 6.1.11, Will the Department please update both sections for consistency?	Please see Amendment 5.
161.	Section 6.1,	Please confirm that Attachment 9 (References) must be included in	Please see Amendment 5.

#	RFP Section	Question	Answer
	Section 8.6	the Administrative Proposal, as it is listed in Attachment A but not explicitly required in Section 6.1.	
162.	Section 6.1.8	6.1.8 indicates that the Diversity Practices Questionnaire (Attachment 10) will be formally evaluated and scored. Please provide more information on this evaluation and scoring. Is this part of the Technical score or is it a separately scored item.	Attachment 10 is part of the Technical Evaluation and score.
163.	6.1.11 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. Please confirm if this form need to be completed during the RFP process or upon award?	Form A can be completed upon notice of contract award.

#	RFP Section	Question	Answer
164.	6.1.11 & 6.1.12	Please confirm that the content of Section 6.1.11 & Section 6.1.12 is meant to read exactly the same, and that there is no missing, alternative language that was meant to be provided for one of the two sections.	Please see Amendment 5.
165.	Section 6.1.11, Section 6.1.12	Will the Department please confirm that these forms are for informational purposes only as they are to be completed annually by the Contractor.	Please see Amendment 5 and response to question 167.
166.	Section 6.1.11, Section 6.1.12	Requirements 6.1.11 and 6.1.12 appear to be the same. Based on the Checklist (Attachment A), it appears that 6.1.11 is intended to be Attachment 12 - EO 16 Contracting with Businesses Conducting Business in Russia. Please confirm and provided an updated Section 6.1.	Confirmed. Please see Amendment 5.
167.	Section 6.1.11 State Finance Law Consultant Disclosure Provisions, paragraph 4	Please confirm that Form A and Form B (for Contractors and SubContractors) should not be submitted with the Bidder's proposal and instead be submitted upon bid award (Form A) and for each state fiscal year (Form B).	Form A can be submitted upon notice of contract award. Form B is an annual reporting form that is required each state fiscal year.
168.	6.2.4 Technical	6.2.4.1.B (1) mentions handling a call center with a volume minimum of 1000 inbound calls per day and	The RFP includes minimums while Attachment B is estimates. Volume is expected to rise considerably with reassessments being

#	RFP Section	Question	Answer
	Proposal Narrative	10,000 outbound calls per month, but Attachment B Cost Proposal lists 100,000 calls per month in Year 1 and 350,000 calls per month in years 2 through 5. Please clarify which of these volume levels for inbound and outbound calls is correct	brought into NYIAP. Bidders should use the estimates on Attachment B for proposal submission.
169.	6.2.4 Technical Proposal Narrative	6.2.4.B (5) provides the percent of anticipated call volume in English and Spanish, but earlier in the paragraph it indicates staffing representatives fluent in Spanish, Chinese, Russian, and Creole. Is the Department able to provide approximate percentages of calls by all of these languages?	As stated in the RFP, over fifty percent (50%) of the calls and appointments that are not in English are in Spanish.
170.	Section 6.2.4.1 Task/Deliverables, Section D	Is the Contractor responsible for uploading completed Practitioner Order forms to UAS-NY?	Yes, this is the responsibility of the Contractor.
171.	Section 6.2.4.2.A	Please confirm whether the Staffing and Qualifications references to "audits" and "analysis of findings" in Section 6.2.4.2 are drafting errors and should be read as references to the Independent Assessor services.	Yes, the modified RFP will make this correction. See Amendment 5 for this correction.
172.	Section 6.2.4.2.B	Please confirm the correct RFP cross-references for CHA staffing and Independent Practitioner Order staffing in Section	See Amendment 5.

#	RFP Section	Question	Answer
		6.2.4.2.B.4. Staffing Plan references CHAs (Section 4.2.C) and Independent Practitioner Orders (Section 4.2.D), but those topics appear in Sections 4.1.C and 4.1.D.	
173.	Section 6.2.4.1.D.2 Independent Practitioner Panel Orders	Please describe the current process for the NY IAP to obtain the medical records required for the Independent Practitioner Panel Orders.	The IPP clinicians review the UAS CHA and all related information in advance of the IPP appointment. If more information is needed, the IPP clinicians may contact the consumer's provider office with the appropriate signed authorization for the consumer.
174.	Section 6.2.4.2 Staffing and Qualifications, Sections B.4.a, B.4.b, and B.4.c	Please confirm the correct SOW section references should be: a. In B.4.a: This reference should be 4.4.A, Community Health Assessments (CHA) Staffing Requirements, and not 4.2.C. b. In B.4.b: This reference should be 4.4.B, Independent Practitioner's Panel Staffing Requirements, and not 4.2.D. c. In B.4.c: This reference should be 4.4.C, Other Staffing Requirements and not 4.4.	Please see Amendment 5.
175.	Section 6.2.4.6	This section refers to a Transition out approach at the end of the contract, please clarify where information on proposed implementation approach for the start of the contract should be provided and what information is	The referenced section pertains to the Contractor's transition-out approach at the conclusion of the Contract. During the transition-in period at the start of the Contract, the Contractor is expected to prepare to perform all duties and responsibilities outlined in the RFP.

#	RFP Section	Question	Answer
		requested as part of the Technical evaluation.	
176.	Section 6.2.4.8 Proposed Approach – System Interfaces	Please confirm that Bidders must manage a high-volume administrative case coordination workflow with health plans and local districts, including: a. Document collection; b. Follow-up; c. Discrepancy resolution; and d. Status tracking.	Yes, Bidders must manage case coordination with health plans and local districts, which will include document collection, follow-ups, discrepancy resolution, and status tracking.
177.	Section 6.2.4.8 Proposed Approach – System Interfaces, Item c	In the context of system interfaces, it isn't clear what types of scripts and notices are referenced here. Please provide further clarification for Bidders.	See Amendment 5. The Contractor will be responsible for developing and implementing new notices and scripts as additional populations are incorporated into NYIAP. Any existing and newly developed notices and scripts must align with and support the applicable business processes and existing process flows.
178.	Section 6.3 Cost Proposal and Attachment B – Cost Proposal	For pricing purposes, please specify the percentage of telehealth vs. in-person initial and reassessments.	See response to Question 35 for total volumes of assessments. Telehealth and in person assessments are approximately 50/50 in NYIAP.
179.	Section 6.3 Cost Proposal and Attachment B – Cost Proposal	Attachment B references volumes for assessments and related services. Can DOH confirm whether these volumes represented expected annual averages or maximum anticipated volumes for pricing purposes?	The figures in Attachment B: Cost Proposal represent estimated monthly numbers by contract year.

#	RFP Section	Question	Answer
180.	Section 6.3 Cost Proposal	Please provide the current average monthly volumes of consumer no-shows and consumer cancellations for CHAs and medical exams.	Consumer no-shows are expected to be around 10% of completed monthly assessments. Consumer cancellations and rescheduling is expected to be higher but varies month to month. Average consumer No-show is not applicable and consumer cancellation CHA is 1,500 and Medical Exam is 5,400.
181.	Section 6.3 Cost Proposal and Attachment B – Cost Proposal	Should the assessment unit rate include time associated with cancelations and no shows and the administrative time to reschedule the appointment.	Yes. Bidders should account for anticipated operational costs and business risks, including those associated with such activities, when developing their cost proposals.
182.	Section 7.0 Proposal Submission, Item	May Bidders use a smaller, still readable font for each of the following: a) Headers and footers b) RFP requirement text c) Exhibits/figures/graphics d) Tables	Yes. Please be advised that per RFP Section 7.0 , in the event an electronic submission cannot be read by the Department, the Department reserves the right to request a hard copy and/or electronic resubmission of any unreadable files. Offeror shall have two (2) business days to respond to such requests and must certify the resubmission is identical to the original submission.
183.	7.0 Proposal Submission	Please specify if there is a file size limitation for email submission.	The size limit for each email attachment is contingent upon the Bidder's email server. A Bidder is able to submit multiple emails with split attachments in order to limit attachment sizes.
184.	Section 7.0 Proposal Submission, paragraph 2	Are there any restrictions on the file size for submission?	See response to Question 183
185.	7.0 Proposal Submission	Some required forms (Attachment 11 for example) and certifications permit the use of digital or electronic signatures. Please confirm whether the Department will accept compliant digital	As stated in Section 7.0, #8, attachments should be signed in ink and then scanned into a PDF document as part of the Bidder's proposal(s).

#	RFP Section	Question	Answer
		signatures (e.g., DocuSign or similar) in lieu of scanned wet ink signatures for proposal submission.	
186.	7.0 Proposal Submission	Section 7 states "2" email PDFs of each of the proposals. However item 2 states "include, as attachment to each email, the distinct PDF file" Please clarify whether each proposal (Administrative, Technical, Cost) should be submitted as a single PDF or multiple PDFs per section.	Bidders should submit three (3) separate emails as follows: 1. Technical Proposal email containing the Technical Proposal PDF document as an attachment; 2. Cost Proposal email containing the Cost Proposal PDF document as an attachment; and 3. Administrative Proposal email containing the Administrative Proposal document as an attachment. Each email should contain two (2) PDF copies of the respective proposal, as outlined in RFP Section 7.0.
187.	7.0 Proposal Submission	Can graphics and tables be less than 11 point font?	See response to Question 182.
188.	8.1 General Information	Please provide additional information regarding the Technical Proposal evaluation. Is each section of the Technical Proposal of equal importance? If not, can the Department provide relative weighting or priority of each section of the Technical Proposal?	The Department will not be divulging to the bidding community how its evaluation criteria will be scored.
189.	USE OF NYS BUSINESS ES	Is NYS DOH encouraging the use of NYS business? Meaning businesses that are established and headquartered in NYS. a. If so, how will NYS monitor the use of NYS business entities?	Yes. a. This information is not required for submission of a proposal in response to this RFP.

#	RFP Section	Question	Answer
190.	Attachment A Proposal Document Checklist	Please confirm that these forms are not required to be submitted with the administrative proposal but instead are only required to be submitted by the successful Contractor.	Attachment A is for Bidders' reference only and is not required with bid submission.
191.	Attachment A Proposal Document Checklist	Is ATTACHMENT A: PROPOSAL DOCUMENT CHECKLIST to be included in the proposal submission? If so please provide submission instructions.	See response to Question 190
192.	Attachment B.	May Bidders include pricing assumptions with the Cost Proposal (Attachment B), or should all assumptions be included only in the Technical Proposal?	Cost information must not be included in the Technical Proposal. Pricing assumptions submitted with Attachment B – Cost Proposal will not be reviewed or evaluated. Bidders must provide all-inclusive pricing using Attachment B – Cost Proposal without any narrative or modifications to the form.
193.	Attachment B – Cost Proposal	If the Contractor is expected to perform home assessments after the initial evaluation in the facility, how should Bidders provide the cost for these assessments in the cost form?	The per unit assessment cost should be all inclusive and include all components.
194.	Attachment B – Cost Proposal	Please provide the cost components Bidders should include in the unit rate build-up for assessments and reassessments, including: a. Travel time; b. Documentation time; c. Quality review of assessments; d. Assessor and clinician compensation;	The cost components for assessments are included in the RFP and are not limited to: travel for assessments, documentation for assessment, quality reviews for assessments, variance reviews, the independent practitioner panel to complete the clinical exam, staff compensation, supervisory oversight activities, fair hearing work, etc.

#	RFP Section	Question	Answer
		e. Supervisory or oversight activities; f. Time to complete home evaluations for assessments performed in facilities; and g. Other	
195.	Attachment B – Cost Proposal	For pricing purposes, please confirm Bidders must include in their rates for the total level of effort to complete a comprehensive 150+ assessment tool including documentation for each question, documentation review, quality review, and the medical exam so Bidders can use consistent workload assumptions.	Confirmed. Please see the response to Question 194.
196.	Attachment B – Cost Proposal	To ensure consistent pricing assumptions across all Bidders, what is the average duration required to complete an <i>initial assessment</i> ?	See response to Question 41.
197.	Attachment B – Cost Proposal	To ensure consistent pricing assumptions across all Bidders, what is the average duration required to complete a <i>reassessment</i> ?	The same tool is used for assessments and reassessments and the time for reassessments should not be materially different than assessments. However, this will be dependent upon the individual, the Contractor's expertise, processes, and technology as well as other factors.
198.	Attachment B – Cost Proposal	To ensure consistent pricing assumptions across all Bidders, what is the average duration required to complete a <i>medical exam</i> ?	An exact time cannot be provided as it will be dependent upon the individual, the medical professional, the Contractor's processes and technology.
199.	Attachment B – Cost Proposal	To ensure consistent pricing assumptions across all Bidders, what is the average duration	It is estimated that Home Evaluations take approximately 3 hours.

#	RFP Section	Question	Answer
		required to complete a <i>Home Evaluation for those individuals who were assessed in a facility?</i>	
200.	Attachment B – Cost Proposal	For each mailing unit, please clarify whether the unit includes: a. Printing; b. Translation; c. Postage; d. Returned mail processing; and e. Tracking and documentation.	Yes, each mailing unit will include the mailing process start to finish.
201.	Attachment B – Cost Proposal	For per-call pricing, please clarify: a. Whether a unit represents each inbound and outbound call; and b. Whether outbound calls initiated by an automatic dialer are included in the per-call rate.	Yes. A call unit may be either inbound or outbound. Outbound calls may include the use of an automated dialing system, while inbound calls may include automated call answering functionality
202.	Appendix H; V.B	Exception. Request addition of clarification that such indemnification is for “third Party” claims and “solely to the extent” resulting from, relating to or arising out of the acts and omission of the Business Associate ... and further exclude Business Associate from the liability for “intentional acts or omissions of the State” as well as the negligent acts.	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, Bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
203.	Attachment 4 Vendor Assurance of No Conflict of Interest or	Will the Department permit a disclosure statement and mitigation plan in the event that there is a perceived conflict that does not have a detrimental impact to the Department nor	Bidders should complete Attachment 4 as is, with no additional documentation unless specifically requested by the Department.

#	RFP Section	Question	Answer
	Detrimental Effect	prevent the vendor from responsibly performing its duties?	
204.	Attachment 5, Staffing Plan (Form #4)	Please confirm that only subContractors that are MWBEs and would be included in Attachment 5 need to submit the Staffing Plan (Form 4).	As stated on page 1 of Attachment 5, Form #4 should be completed based on the composition of staff working on the project. This form must be completed by all Bidders and each subcontractor identified in the proposal.
205.	Attachment 8 Miscellaneous Consultant Service, Appendix M, II. Contract Goals, Section A	Vendor requests that the following clarification be added to this section: The goal is a percentage of the total contract value at the time of execution and shall not be applicable to subsequent increases to cost and scope.	The Department declines this change.
206.	Attachment 8, NYSDOH Appendix, IX General Specifications, J. Indemnification	Vendor requests that the Department add a reasonable limitation on the vendor's liability under this contract, to be negotiated by the Parties.	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, Bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
207.	Attachment 8, Appendix F	Appendix F Technology Terms and Conditions is not checked as included as part of this Contract on the cover page. However, Appendix F Technology Terms and Conditions is included in Attachment 08.	Yes, Appendix F applies. See Section 4.7 of the RFP.

#	RFP Section	Question	Answer
		Appendix F appears to be more applicable to a procurement for a licensed technology system and does not appear applicable to this Contract. Can DOH please confirm that Appendix F Technology Terms and Conditions are not applicable to this Contract?	
208.	Attachment 8, New York State Department of Health Appendix, Section III Term and Termination	Question: Would DOH please consider an exception to this provision that (1) allows Contractor an opportunity to cure prior to termination and (2) clarifies that Contractor shall incur no new expenses as of the effective date of termination? Example Redline: For example, such language may look like (additional language in <u>green</u> <u>underlined text</u>, deletions in <u>red stricken text</u>): <i>This Contract may be terminated by the DEPARTMENT for cause upon the failure of the CONTRACTOR to comply with the terms and conditions of this Contract, including the attachments hereto, provided that the DEPARTMENT shall give the CONTRACTOR written notice via registered or certified mail, return receipt requested, or shall deliver</i>	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, Bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.

#	RFP Section	Question	Answer
		same by hand-receiving CONTRACTOR'S receipt therefore, such written notice to specify the CONTRACTOR'S failure and the termination of this Contract. Termination shall be effective ten (10) business days from receipt of such notice <u>if Contractor fails to cure such failure prior to the termination effective date</u>, established by the receipt returned to the DEPARTMENT. The CONTRACTOR agrees to incur no new obligations nor to claim for any expenses made after the <u>effective date of termination receipt of the notification of termination</u>. Justification: A cure period is intended to promote continuity of services by ensuring that performance issues be correctly promptly without impacting program stability. Clarifying that Contractor shall incur no new expenses as of the effective date of termination avoids any inadvertent disruption to ongoing program operations during any notice or wind-down period between the receipt of the termination notice and the	

#	RFP Section	Question	Answer
		effective termination date. During that notice period, unless directed otherwise, Contractor would still be required to continue performing services, maintain staffing, and meet contractual obligations up to the effective date of termination.	
209.	Attachment 8, New York State Department of Health Appendix, Section III Term and Termination	Question: Would DOH please consider the following exceptions to this provision to (1) remove item 1 as it is duplicative of Section III Term and Termination subsections C and E and (2) clarify that Contractor shall be reimbursed for work performed in accordance with the Contract requirements up to the effective date of termination? Example Redline: For example, such language may look like (additional language in <u>green</u> <u>underlined text</u>, deletions in <u>red</u> <u>stricken text</u>): <i>G. Provisions Upon Default</i> <u>1. In the event that the CONTRACTOR, through any cause, fails to perform any of the terms, covenants or promises of this Contract, the DEPARTMENT thereupon shall have the right to terminate this Contract by giving notice in writing of the fact and date of</u>	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, Bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.

#	RFP Section	Question	Answer
		such termination to the CONTRACTOR. [Intentionally Omitted]. 2. If, in the judgment of the DEPARTMENT, the CONTRACTOR acts in a way which is likely to or does impair or prejudice the interests of the DEPARTMENT, the DEPARTMENT shall thereupon have the right to terminate this Contract by giving notice in writing of the fact and date of such termination to the CONTRACTOR. The CONTRACTOR shall receive equitable compensation for such services as shall, in the judgment of the State Comptroller, have been satisfactorily performed by the CONTRACTOR prior to the effective date of termination of this Contract. Such compensation shall not exceed the total cost incurred for the work which the CONTRACTOR was engaged in at the time of termination, subject to audit by the State Comptroller. <u>3. In event of termination, for any reason, Contractor shall be reimbursed for all services performed in accordance with</u>	

#	RFP Section	Question	Answer
		<u><i>the requirements of this Contract, up to the effective date of termination.</i></u> Justification: These revisions are intended to clarify the termination framework and avoid overlap with other default provisions already included in Section III. They also confirm that, if termination occurs, the Contractor will be paid for services properly performed under the Contract through the effective date of termination. Without these changes, risk of dispute arises due to conflicting notice periods within the termination provisions, as well as potential payment disputes focused on what “satisfactory” performance may be.	
210.	Attachment 8, New York State Department of Health Appendix, Section IX General Specifications, Subsection E	Question: Section E Ownership Clauses, Subsection 5 identifies this Contract as a ‘work for hire Contract.’ However, this contract is more akin to a services contract than a technology development contract, whereby the Contractor will be the independent assessor performing various services. As such, will DOH please consider an exception to this provision to clarify that pre-existing systems owned by Contractor or any third	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, Bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.

#	RFP Section	Question	Answer
	Ownership Clauses	party, will remain the property of such party, and are not subject to this work for hire provision? Example Redline: For example, such language may look like (additional language in <u>green</u> <u>underlined text</u>, deletions in <u>red stricken text</u>): This is a “Work for Hire” Contract. The DEPARTMENT will be the sole owner of all source code and any software which is developed for use in any application software provided to the DEPARTMENT as a part of this Contract. <u>Notwithstanding anything to the contrary herein, any and all intellectual property, including by not limited to software, applications, algorithms, source code, or other proprietary data owned by Contractor or a third party prior to the effective date of this Contract or developed by Contractor or a third party outside of the scope of this Contract (“Contractor or Third Party Information”), shall remain the exclusive property of Contractor or respective third party even if such Contractor or Third Party</u>	

#	RFP Section	Question	Answer
		<u>Information is embedded or otherwise incorporated into the work product or used to develop the work product. Department agrees that it has no claims of ownership, including copyright, patents, or other intellectual property rights to Contractor's software or systems or any third party's software or systems.</u> Justification: This revision clarifies that the Department will own deliverables created specifically under the contract, while preserving Contractor and third-party ownership of pre-existing tools, software, and other proprietary materials used to perform the services. The change helps avoid unintended transfer of background intellectual property and ensures both parties have a clear understanding of ownership rights. This principle is especially important because the Contractor will be using pre-existing systems to provide services under this Agreement.	
211.	Attachment 8, New York State Department	Question: Would DOH please consider an exception to limit Contractor's obligation to	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, Bidders must be fully prepared to accept all of

#	RFP Section	Question	Answer
	of Health Appendix, Section IX General Specifications, Subsection J Indemnification	indemnify to third party claims and proven direct damages? Example Redline: For example, such language may look like (additional language in <u>green</u> <u>underlined text</u>, deletions in <u>red</u> <u>stricken text</u>): <i>CONTRACTOR shall be <u>fully</u> liable for the actions of its agents, employees, partners or subContractors and shall fully indemnify and save harmless the DEPARTMENT from <u>third party claims</u>, suits, actions, and <u>resulting proven direct</u> damages and costs <u>of every name and description</u> 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, <u>without limitation</u>; 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 DEPARTMENT.</i>	the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.

#	RFP Section	Question	Answer
		Justification: This revision is intended to align the indemnity with the general principle that indemnity covers third party claims only, ensuring that each party is only responsible for its own actions. Further, Contractor would request that such indemnity be limited to proven direct damages to avoid unmanageable and unpredictable risk.	
212.	Attachment 8, New York State Department of Health Appendix, Section IX General Specifications, Subsection K Indemnification Relating to the Third Party Rights	Question: Would DOH please consider an exception to limit Contractor's obligation to indemnify to third party claims and proven direct damages? Example Redline: For example, such language may look like (additional language in <u>green</u> <u>underlined text</u>, deletions in red stricken text): 1. The CONTRACTOR will also indemnify and hold the DEPARTMENT harmless from and against any and all <u>proven direct</u> damages, <u>and</u> expenses (including reasonable attorneys' fees), and <u>third party</u> claims, judgments, liabilities and costs that may be finally assessed against the DEPARTMENT in any action for infringement of a United States Letter Patent, or of any	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, Bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.

#	RFP Section	Question	Answer
		copyright, trademark, trade secret or other third party proprietary right except to the extent such claims arise from the DEPARTMENT'S gross negligence or willful misconduct, provided that the DEPARTMENT shall give CONTRACTOR: (a) prompt written notice of any action, claim or threat of infringement suit, or other suit, (b) the opportunity to take over, settle or defend such action, claim or suit at CONTRACTOR'S sole expense, and (c) assistance in the defense of any such action at the expense of CONTRACTOR. Justification: This revision is intended to align the indemnity with the general principle that indemnity covers third party claims only, ensuring that each party is only responsible for its own actions. Further, Contractor would request that such indemnity be limited to proven direct damages to avoid unmanageable and unpredictable risk.	
213.	Attachment 8, New York State Department of Health	Question: Will the Department please consider adding a limitation of liability provision to the Contract in order to place a reasonable limit on Contractor's	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, Bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification,

#	RFP Section	Question	Answer
	Appendix, Section IX General Specifications	liability, as well as to exclude liability for indirect/consequential damages? Example Redline: For example, such language may look like (additional language in <u>green underlined text</u>, deletions in red stricken text): <u>Contractor's liability under the Contract, regardless of the basis on which the claim is made, shall be limited to the fees paid to the Contractor by the State in the prior 12 months. Unless specifically enumerated herein, neither party shall be liable to the other for special, indirect, or consequential damages, including lost data or records, even if the party has been advised of the likelihood of such damages. Neither party shall be liable for loss profits, lost revenue, or lost institutional operating savings.</u> Justification: This revision reflects a standard risk-allocation principle that contract remedies should remain proportionate to the scope and value of the services being provided. A reasonable limitation of liability helps ensure	should the Department determine that that constitutes the best interests of New York State.

#	RFP Section	Question	Answer
		that potential exposure is predictable and commercially balanced, while the exclusion of indirect and consequential damages avoids liability for losses that are inherently remote, difficult to quantify, and not a direct measure of actual contract performance. This type of provision supports fairness, insurability, and overall contract stability for both parties.	
214.	Attachment 8, Appendix F Technology Terms and Conditions	If Appendix F, Technology Terms and Conditions is applicable to this procurement, will the Department please confirm that it will negotiate the final form of Appendix F Technology Terms and Conditions to ensure that the terms align with the Contractor's technical solution offered to the Department?	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, Bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
215.	Attachment 8, Appendix F Technology Terms and Conditions, Section V Warranties	If Appendix F, Technology Terms and Conditions is applicable to this procurement, can DOH please confirm that DOH is not acquiring any products or software under this Contract, and that technical solutions that Contractor uses to deliver services to DOH under this Agreement are not subject to this Appendix F Technology Terms and Conditions?	DOH is not acquiring any software or products for this Contract. Any software or products implemented and used under this Contract by the Contractor are subject to Appendix F.

#	RFP Section	Question	Answer
216.	Attachment 8, Appendix F Technology Terms and Conditions, Section V Warranties	If Appendix F, Technology Terms and Conditions is applicable to this procurement, will the Department consider an exception to remove the warranty and representation that Contractor has the right to transfer license rights from a third party to the Department. Example Redline: For example, such language may look like (additional language in <u>green</u> <u>underlined text</u>, deletions in <u>red stricken text</u>): Title and Ownership. CONTRACTOR warrants and represents that it has (i) full ownership, clear title free of all liens, <u>or (ii) the right to transfer or deliver specified license rights from a third Party, to any Products or Services acquired by the DEPARTMENT under this Contract.</u> CONTRACTOR shall be solely liable for any costs of acquisition associated therewith. CONTRACTOR shall indemnify the DEPARTMENT and hold the DEPARTMENT harmless from any damages and liabilities (including reasonable attorneys' fees and costs) arising from any	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, Bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.

#	RFP Section	Question	Answer
		breach of CONTRACTOR's warranties as set forth herein. Justification: We recommend removing this representation as currently drafted because it imposes obligations on the Contractor that are not fully within its control and may conflict with the terms of third-party licensing agreements. Many third-party products incorporated into the services are licensed, not owned, by the Contractor, and are subject to separate contractual restrictions that govern assignment, sublicensing, and transfer rights. As a result, the Contractor cannot universally represent that it has the unrestricted right to transfer or sublicense those rights to the State in all circumstances.	
217.	Attachment 8, Appendix F Technology Terms and Conditions, Section W Ownership/ Title to	If Appendix F, Technology Terms and Conditions is applicable to this procurement, will the Department please consider modifying the license grant to software to a limited license to use for the purposes of this Agreement?	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, Bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.

#	RFP Section	Question	Answer
	Deliverables	Example Redline: For example, such language may look like (additional language in <u>green</u> <u>underlined text</u>, deletions in red stricken text): Title and ownership to software delivered by CONTRACTOR under the Contract that is normally commercially distributed on a license basis by the CONTRACTOR or other independent software vendor proprietary owner Product, whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with CONTRACTOR or the proprietary owner of other independent software vendor(s) ("ISV"). Effective upon acceptance, such Product shall be licensed to the DEPARTMENT in accordance with the CONTRACTOR or ISV owner's standard license CONTRACT, provided, however, that such standard license, must during the term of this Contract, at a minimum, grant the DEPARTMENT a non-exclusive license to use <u>the software for the Department's internal business purpose set forth</u>	

#	RFP Section	Question	Answer
		<u>within the Contract only. The license does not grant the Department, its employees, or agents, the right to commercialize, distribute, disclose, sublicense, reverse engineer, or create derivative works, or otherwise exploit Contractor or third party's property. , execute, reproduce, display, perform, adapt (unless CONTRACTOR advises the DEPARTMENT as part of CONTRACTOR'S proposal that adaptation will violate existing contracts or statutes and CONTRACTOR demonstrates such to the DEPARTMENT'S satisfaction).</u> Justification: Under this Contract, the successful Bidder will be using software/solutions to deliver services to the Client and will not be simply providing software to the Client for the Client to use directly. As such, such modifications to the license to use are required to protect the property of both the Contractor and applicable third parties.	
218.	Attachment 8, Appendix F	If Appendix F, Technology Terms and Conditions is applicable to this procurement, will the	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York

#	RFP Section	Question	Answer
	Technology Terms and Conditions, Section X Contractor's Obligation with Regard to ISV (Third Party) Product	Department please consider striking this provision in the entirety where such principle is not applicable to the successful Bidder's technical solution? For example, where the Bidder will only use third party products internally to deliver services to the Department.	State. Nonetheless, Bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
219.	Attachment 8, Appendix F Technology Terms and Conditions, Section Y Escrow of Source Code	Question: If Appendix F, Technology Terms and Conditions is applicable to this procurement, will the Department please consider eliminating this requirement for source code or source code escrow? Here, Bidders will be using technical solutions (either proprietary or solutions owned by third parties) internally to deliver services to the Department. As such, source code escrow is confidential trade secret material and generally are not subject for disclosure. Additionally, source code escrow comes at cost, and will require Bidders to price to include the financial cost of such escrow. Such source code requirements are more standard when an entity	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, Bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.

#	RFP Section	Question	Answer
		is procuring systems for their internal use. Example Redline: For example, such language may look like (additional language in <u>green</u> <u>underlined text</u>, deletions in <u>red stricken text</u>): The CONTRACTOR shall either: a. Provide the DEPARTMENT with the source code for the Product at the expense of the CONTRACTOR, place the source code in a third-Party escrow arrangement with a designated escrow agent, who shall be named and identified to, and acceptable to, the DEPARTMENT, and who shall be directed to release the deposited source code in accordance with a standard Escrow Agreement acceptable and approved by the DEPARTMENT. The Escrow Agreement must, at minimum, provide for release of the source code to the DEPARTMENT if (i) CONTRACTOR files for bankruptcy or becomes insolvent (ii) CONTRACTOR misrepresents its Products or services (iii) CONTRACTOR fails to perform work as agreed upon in this Contract and subsequent Contract	

#	RFP Section	Question	Answer
		(iv) CONTRACTOR ceases business operations generally or fails to make available maintenance or support services for the then-current version of the licensed Product; or b. Certify to the DEPARTMENT that the Product manufacturer/developer has named the DEPARTMENT as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the DEPARTMENT and who shall be directed to release the deposited source code in accordance with the terms of escrow. Source code, as well as any corrections or enhancements to such source code, shall be updated for each new release of the Product in the same manner as provided above and such updating of escrow shall be certified to the DEPARTMENT in writing. The CONTRACTOR shall identify the escrow agent upon commencement of the Contract Term and shall certify annually that the escrow remains in effect in compliance with the terms of this paragraph.	

#	RFP Section	Question	Answer
		2. Throughout the term of this Contract, the CONTRACTOR will deliver all software, including updates to the software, to the DEPARTMENT or the escrow agent within five (5) business days of implementing the use of such software so that all software in the custody of the DEPARTMENT or the escrow agent will be the then current version reflecting all changes and upgrades, but in any event, no less frequently than every six (6) months. 3. The CONTRACTOR also must place in escrow one (1) paper copy and one (1) electronic copy of maintenance manuals and additional documentation that are required for the proper maintenance of all systems and the software used to develop, test, and implement the system. Revised copies of manuals and documentation must be placed in the escrow account in the event they are changed. Such documentation must consist of logic diagrams, installation instructions, operation and maintenance manuals, and must be the same as that which [Intentionally Omitted]	

#	RFP Section	Question	Answer
		Justification: Deleting the source code escrow requirement is necessary because this procurement is for delivery of services, not for the State's acquisition of a software product or platform that the State will independently operate. In that context, source code escrow is not tied to the actual bargain, creates unnecessary cost and administrative burden, and is not the appropriate continuity mechanism. Business continuity here is better addressed through transition assistance, data access/return, and service-level obligations rather than access to underlying proprietary source code.	
220.	Attachment 8, New York State Department of Health Appendix, Section IX General Specifications	Question: Would the Department please consider adding an Equitable Adjustment Provision to the DOH Appendix? Proposed Redline: For example, such language may look like: a. Subject to subsections B. and C. below, the State may, at any time, by written request make changes within the general scope of the contract. If such change causes an increase or decrease in the cost of performance of this	The Department declines this change.

#	RFP Section	Question	Answer
		contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment under this paragraph must be asserted within ten (10) business days from the date the change is offered. b. In the event that (a) the basic assumptions under which (i) the contract was executed and/or (ii) the proposal was submitted in response to the RFP have materially changed or have proven to be inaccurate (including volumes); (b) a party wishes to make a change to the scope of the services; or (c) there has been a change to State or Federal law, rules regulations, or policies (including, but not limited to laws, rules, regulations or policies affecting taxes, wage requirements, digital accessibility, or data and information security), or (d) or there has been an incorrect wage determination, and, as a result of one or more of the forgoing there is a financial impact on Maximus, either party may issue a change request and the parties shall negotiate an amendment to the contract detailing the nature of the change	

#	RFP Section	Question	Answer
		and impact on the performance requirements and liabilities as well as an appropriate equitable adjustment to Maximus's price. c. If the parties fail to agree upon an equitable adjustment proposed pursuant to Subsections A and B, the dispute shall be determined as provided in [a dispute resolution provision]. The Maximus shall not be obligated to undertake any action pursuant to a change request prior to the parties agreeing on the scope of the change and the appropriate equitable adjustment, and both parties executing an amendment to the Contract. Justification: An equitable adjustment provision protects Contractors from negative cost impacts in the event that volumes, scope, or the law/regulations change during the term of the Contract. It allows Contractors to seek an adjustment to compensation accordingly when certain triggers exist. Such provision helps clearly define a process that the Parties shall follow.	

#	RFP Section	Question	Answer
221.	Exhibit A	Please provide the projected annual number of pediatric assessments and reassessments: a. By month/year; b. By county; and c. Expected modality mix	DOH has separately provided the actuals for pediatric assessments and reassessments. The projections are included in total assessments and are not expected to vary significantly from the actuals.
222.	Exhibit A	The volume breakdown provided show telehealth accounts for approximately 70% of appointments, and in person 30% through 3/2024, is the expected in person/telehealth ratio expected to change?	Telehealth is expected to continue at approximately 50/50 with in person assessments.
223.	Exhibit A	Please elaborate if reassessments should also be in-person unless approved by the member/consumer and/or Department, or can reassessments be performed via telehealth to reduce cost?	Assessments are performed based on the request of the consumer. It is expected that 50% of assessments will be in person and 50% will be telehealth.
224.	Exhibit A	Is regional or county-level assessment and call volume data available for pricing and staffing assumptions?	The Department is not providing regional or county-level historical assessment or call volume data as part of this procurement. Bidders should base their proposals on the information provided in the RFP and develop staffing and pricing assumptions using their professional judgment and experience in delivering services of similar size and scope.
225.	Exhibit A	Is the Contractor required to score the CHA/PO Questionnaire? If so please provide the scoring rubric	No, the Contractor does not score the CHA/PO. Any scoring for the CHA is built into the UASNY system. The practitioner will use medical expertise to complete the PO.
226.	Exhibit A	Are there any required interfaces with the enrollment broker?	Yes, interfaces with multiple state systems, including the enrollment broker, will be required.

#	RFP Section	Question	Answer
227.	General inquiry on all print/mail	Can the Department provide samples of each letter template utilized in today's workflow?	The requested letter templates are not necessary for Bidders to prepare responsive proposals and are not part of the requirements, scope of work, or evaluation criteria for this procurement. Therefore, the Department will not be providing the requested templates to this bidding community. The successful Contractor will be provided with any applicable operational materials, templates, and guidance necessary to perform the contracted services upon Contract award.
228.	General	Can the Department add a new section, titled "Equitable Adjustment" to the RFP?	The Department declines this change.