



# Department of Health

## Request for Proposals

**RFP - C041977**

### **New York State Independent Assessor Program Services**

**Issued: April 30, 2026**

#### **PERMISSIBLE SUBJECT MATTER CONTACT:**

Pursuant to State Finance Law § 139-j(3)(a), the New York State Department of Health (hereinafter referred to as the “**Department**” or as “**DOH**”) identifies the following allowable person to contact for communications related to the submission of written bids, written questions, pre-bid questions, and debriefings.

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#### **DESIGNATED CONTACT:**

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

#### **Ryan VanDerVoort**

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## 1.0 CALENDAR OF EVENTS

<b>RFP (C041977 – NEW YORK STATE INDEPENDENT ASSESSOR PROGRAM SERVICES)</b>	
<b><u>EVENT</u></b>	<b><u>DATE</u></b>
Issuance of Request for Proposals	April 30, 2026
Deadline for Submission of Written Questions	Questions Due by May 18, 2026 by <b>4:00 p.m. ET</b>
Responses to Written Questions Posted by DOH	<b>On or About</b> Responses Posted by June 8, 2026
Deadline for Submission of Proposals	Proposals Due on or Before June 24, 2026 by <b>4:00 p.m. ET</b>
Anticipated Contract Start Date for New Contractor	March 1, 2027
Anticipated Contract Start Date for Incumbent Contractor	September 1, 2027

## 2.0 OVERVIEW

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

### 2.1 Introductory Background

Chapter 56 of the Laws of 2020 authorized the Department to contract with an entity to conduct an independent assessment process for individuals seeking Managed Long Term Care (MLTC) enrollment and/or certain Community Based Long Term Services and Supports (CBLTSS), namely Personal Care Services (PCS) and Consumer Directed Personal Assistance Services (CDPAS). Subsequently, New York's PCS and CDPAS regulations [18 NYCRR 505.14](#) and [18 NYCRR 505.28](#), respectively, were amended to require that individuals seeking these services under the Medicaid State Plan must have an independent community health assessment (CHA) conducted by an assessor and have a clinical exam conducted by an independent clinician, who does not have a prior relationship with the individual seeking services, and who would write a Practitioner's Order for services.

The Department and incumbent Contractor implemented the New York Independent Assessor Program (NYIAP) statewide in 2022. This implementation included the independent assessment, independent practitioner panel and independent review panel processes for initial assessments. NYIAP currently conducts all initial assessments for adults 18 and over seeking PCS and/or CDPAS and MLTC enrollment, performing approximately 120,000 assessments in 2023 and 140,000 assessments in 2024. In 2025, NYIAP performed approximately 112,000 assessments.

The assessment process includes:

- A CHA in the Uniform Assessment System for New York (UAS-NY), New York’s comprehensive assessment system for State Plan CBLTSS, conducted by an allowable professional under NYS laws and regulations, specifically, [MLTC Policy 13.09](#), [18 NYCRR 505.14](#), and [18 NYCRR 505.28](#) (collectively referred to as “The Regulations”).
  - The Regulations are in the process of being amended to allow Licensed Practical Nurses (LPNs) in addition to Registered Professional Nurses (RNs) to perform the CHA and any response to this RFP including any cost proposal submitted by a bidder should assume this amendment is adopted.
- A clinical exam, conducted by a clinician on an Independent Practitioner Panel (IPP) i.e., Medical Doctor (MD), Doctor of Osteopathy (DO), Nurse Practitioner (NP), Physician Assistant (PA) or Specialist Assistant, who then writes the Practitioner’s Order; and
- For the initial assessment of high needs cases, defined as needing PCS and/or CDPAS for more than 12 hours per day on average, an Independent Review Panel (IRP) evaluation to ensure that the proposed Plan of Care developed by the Local Department of Social Services (LDSS) or the Managed Care Organization (MCO) is appropriate and reasonable to maintain the individual’s safety in their home.

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.

The transition of reassessments (both routine and non-routine) to NYIAP has not yet been scheduled, as the full rollout schedule for reassessments has not yet been determined. The Contractor will work with the Department to establish a reasonable timeframe to fully implement the reassessment process if not implemented prior to the end of the current contract. In addition, at a point to be determined, but not prior to the full rollout of adult reassessments, the Contractor will be expected to implement conducting initial and reassessments for pediatric cases ages 4 to 17. Additional information pertaining to the NYIAP can be found at the following link:[https://www.health.ny.gov/health\\_care/medicaid/redesign/nyiap/](https://www.health.ny.gov/health_care/medicaid/redesign/nyiap/)

New York State has implemented minimum needs requirement for PCS, CDPAS, and MLTC enrollment, in addition to the existing requirement that an individual needs more than 120 days of services. This implementation requires individuals to need, at minimum, assistance with more than two activities of daily living OR require supervision and/or assistance with more than one activity of daily living if the individual has dementia or Alzheimer’s disease.

## 2.2 Important Information

The Bidder **must** review, and is requested to have its legal counsel review, [Attachment 8](#), the DOH Agreement (Standard Contract), as the successful Bidder must be willing to enter into the Contract awarded pursuant to this RFP in the terms of [Attachment 8](#), **subject only to any amendments to the Standard Contract agreed by the Department during the Question and Answer Phase of this RFP (see, [Section 5.2](#))**. Please note that this RFP and the awarded Bidder’s Bid will become part of the Contract as Appendix B and C, respectively.

It should be noted that Appendix A of [Attachment 8](#), “Standard Clauses for New York State Contracts”, contains important information, terms and conditions related to the Contract to be entered into as a result of this RFP and **will be incorporated, without change or amendment**, into the Contract entered into between the Department and the successful Bidder. By submitting a response to this RFP,

the Bidder agrees to comply with all the provisions of the Contract, including all the provisions of Appendix A.

Note, [Attachment 7](#), the Bidder's Certified Statements, **must** be submitted by each Bidder and includes a statement that the Bidder accepts, **without any added conditions, qualifications or exceptions**, the contract terms and conditions contained in this RFP including any exhibits and attachments, including, without limitation, [Attachment 8](#). It also includes a statement that the Bidder acknowledges that, should any alternative proposals or extraneous terms be submitted with its Bid, such alternate proposals or extraneous terms will not be evaluated by the Department.

Any qualifications or exceptions proposed by a Bidder to this RFP should be submitted in writing using the process set forth in [Section 5.2](#) (Questions) prior to the deadline for submission of written questions indicated in [Section 1](#).(Calendar of Events). Any such qualifications or exceptions that are not proposed prior to the deadline for the submission of written questions will not be considered by the Department after contract award. Any amendments the Department makes to the RFP as a result of questions and answers will be publicized on the Department's web site and will be available and applicable to all Bidders equally.

### **2.3 Term of the Agreement**

The term of the Contract that will be entered into pursuant to this RFP between the Department and the successful Bidder is expected to be for a period of five (5) years if the incumbent Contractor is awarded and five (5) years and six (6) months if a new Contractor is awarded, commencing on the date shown on the Calendar of Events in [Section 1](#)., subject to the availability of sufficient funding, successful Contractor performance, and approvals from the New York State Attorney General (AG) and the Office of the State Comptroller (OSC).

The pricing for years four (4) and five (5) of the Contract is subject to an annual increase or decrease as described in [Section 4.12](#).

## **3.0 BIDDERS' QUALIFICATIONS TO PROPOSE**

### **3.1 Minimum Qualifications**

The Department will accept proposals from bidders with the following types and levels of experience as a prime contractor:

- A minimum of three (3) years' experience operating a high-volume consumer-facing customer service center/call center(s) that handles a minimum of one thousand (1,000) inbound telephone calls per day and a minimum of ten thousand (10,000) outbound calls per month;
- A minimum of three (3) years' experience hiring and managing more than two hundred and fifty (250) individuals as staff;
- A minimum of two (2) years' experience scheduling a minimum of five thousand (5,000) appointments per month and handling calls to cancel, move, or ask questions about appointments;
- A minimum of three (3) years' experience using Data File Transfers/Data Interfacing Experience for Protected Health Information (PHI) and other sensitive content; and
- A minimum of three (3) years' experience reporting on qualitative and quantitative datasets for large populations (greater than 10,000), including monitoring trends, creating projections, and

summarizing changes.

Experience acquired concurrently is considered acceptable.

For the purposes of this RFP, a “prime contractor” is defined as one who has the contract with the owner of a project or job and has full responsibility for its completion. A prime contractor undertakes to perform a complete contract and may employ (and manage) one or more subcontractors to carry out specific parts of the contract. A prime contractor may not leverage the experience of a planned subcontractor in order to meet the Minimum Qualifications identified above.

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

## **4.0 SCOPE OF WORK**

This Section describes the Independent Assessor services that are required to be provided by the selected bidder. The selected bidder must be able to provide all of the services described in this section during the contract term throughout New York State.

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

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

### **4.1 Tasks/Deliverables**

#### **A. General Contract Responsibilities**

Throughout the contract term, the selected Contractor will be required to:

1. Follow applicable New York State (State) and federal laws, regulations, and guidance issued by the Department;
2. Develop secure Health Insurance Portability and Accountability Act (HIPAA) compliant protocols, to be approved by the Department, for receiving medical documentation from Managed Care Organizations (Plans or MCOs) and Local Departments of Social Services (LDSS);
3. Perform all assessments and send all written notices, either as required and/or at request of the Department, including but not limited to approval and/or denial notices, within the timeframes and other performance standards identified in [Section 4.15](#) of the RFP;
4. Adhere to all protected health information (PHI) and HIPAA regulations when scheduling and completing CHAs and any other duties related to the tasks identified in this RFP;
5. Maintain Department-approved policy and procedure documents and call scripting to guide staff in responding to callers and processing requests;

- a. The Contractor must have a process for distributing new scripting to staff quickly in the event of circumstances such as changes to the program or system-generated issues.
- 6. Attend operational and strategic planning meetings with the Department upon request by the Department;
- 7. Leverage and expand facets of current statewide independent assessor functions, including but not limited to, evaluation and assessment work flows and business processes; technological infrastructure including file transfer systems, telephony infrastructure including Computer Telephonic Integration, Automatic Call Distribution, Integrated Voice Response System and Outbound dialer, and quality monitoring system including call recording and reporting, as appropriate and applicable, to fulfill the contract activities required throughout this RFP;
- 8. Provide multilingual support in performing the Independent Assessor services. This includes:
  - a. Telephonic support for appointment scheduling, rescheduling, and consumer inquiries and complaints, as further detailed in section 4.1.B;
  - b. Conducting community health assessments and medical examinations utilizing translation services and/or bilingual nurses; and
  - c. Providing written (notices and scripts) and/or verbal communications, in languages as required by the Department, including but not limited to English, Spanish, Russian, Haitian-Creole, Chinese, Korean and Bengali in accordance with State policy and/or Department directive.

**In the event the contract is awarded to a non-incumbent vendor, the Contractor shall ensure that all required systems, staffing, and operational processes are fully implemented, tested, and operational no later than September 1, 2027.**

## **B. Call Center/Telephony System**

- 1. The Contractor will create, staff, and manage a telephony system and call center based in New York State that can handle the projected volume of a minimum of one thousand (1,000) inbound telephone calls per day and a minimum of ten thousand (10,000) outbound calls per month.
  - a. The call center will receive calls from all existing telephone numbers that are directed to the NYIAP program;
  - b. The Contractor will maintain or be able to access a set of available toll-free numbers within one (1) day upon request by the Department in the event that additional numbers are needed for special projects; and
  - c. The call center will route calls to staff trained to support the caller in the event of a special project or if the call center has multiple phone numbers for consumers for different types of calls.
- 2. The Contractor will create a Customer Relationship Management System (CRMS) to answer consumer questions, create, modify, and cancel appointments, and perform one (1) day reminder calls for existing appointments.
  - a. Contract staff will assist all callers in accordance with Department-established authentication and authorization procedures that define the level of information that may be provided to each type of caller.
  - b. The CRMS must be able to store information about individuals who are authorized to speak on a consumer's behalf.
- 3. Where requested by the Department, the Contractor will provide reporting on all outbound call

campaigns and overall call center metrics including but not limited to:

- a. The number of incoming calls per day and month;
  - b. The average wait times for inbound calls;
  - c. The number of outgoing calls per day and month;
  - d. The disconnection rate of calls;
  - e. The average time for inbound and outbound calls; and
  - f. Other reporting information to be decided by the Department
4. The Contractor will provide a secure HIPAA compliant workflow management system or other comparable system that allows complaints, referrals, and other requests to be documented by staff and forwarded to various Contractor and Department units, where required, for processing.
  5. The Contractor will provide access to interpreter services for callers contacting the call center who request assistance in a language other than English and will staff the call center with representatives who fluently speak English and other languages, including but not limited to Spanish, Chinese, Russian, and Creole, in accordance with State policy and/or Department directive.
    - Approximately ten percent (10%) of call center callers request assistance in a language other than English; and
    - Over fifty percent (50%) of calls and appointments not in English are in Spanish.
  6. The call center/telephony system must be available Monday to Friday from 8:30 a.m. to 8:00 p.m. ET, and on Saturdays from 10:00 a.m. to 6:00 p.m. ET, with the exception of state-observed holidays as defined below. The call center/telephony system must have an answering service for calls that come in outside of the designated hours of operation. The Department and the Contractor may agree to modify the days and hours for which assessments are conducted. For the purposes of this RFP, state-observed holidays are:
    - a. New Year's Day
    - b. Martin Luther King Jr. Day
    - c. President's Day
    - d. Memorial Day
    - e. Juneteenth
    - f. Independence Day
    - g. Labor Day
    - h. Columbus Day
    - i. Veterans Day
    - j. Thanksgiving Day
    - k. Christmas Day

### **C. Community Health Assessments (CHA)**

The Contractor will be required to conduct Community Health Assessments (CHA assessments) to determine eligibility for PCS and/or CDPAS and MLTC plan enrollment options under appropriate eligibility criteria (see Attachment B – Cost Proposal for estimated volume). These CHA assessments, including pediatric CHA assessments for children 4-17 years of age (unless otherwise instructed), will be conducted as part of the process of determining eligibility for PCS and CDPAS. Collectively these assessments are referred to as "Initial Assessments."

The Contractor will schedule and conduct all regularly required reassessments at intervals required by the Department, State laws and regulations, for members enrolled in Medicaid Advantage Plus, and MLTC Partial Capitation Plans; members enrolled in Mainstream Managed Care Plans, including an

integrated mainstream product that is aligned with a Duals Special Needs Plan (DSNP), that require a CHA; and other Medicaid members receiving fee-for-service PCS and Consumer Directed Personal Assistance Program (CDPAP). Collectively these reassessments are referred to as “Routine Reassessments.”

The Contractor will also schedule and conduct other than Initial Assessments and regularly scheduled “Routine Reassessments,” including: “Significant Change in Status Reassessments,” “Return Assessments,” “Immediate Need Assessments,” “Other Assessments”, and “Expedited Assessments” as defined below.

“Significant Change in Status Reassessment” means a reassessment conducted at any time during the uninterrupted course of care because the consumer’s status or condition has significantly changed.

“Return Assessments” mean assessments conducted when the consumer returns from the hospital or otherwise re-enters the same organization after a discharge.

“Immediate Need Assessments” mean assessments performed by the Contractor in relation to an Immediate Need Case. An “Immediate Need Case,” as defined by regulation, is a consumer with an immediate need for PCS and/or CDPAS who has obtained a practitioner’s statement of need for PCS or CDPAP on a form prescribed by the Department (DOH-5779) and has signed an attestation on a form prescribed by the Department (DOH-5786) that he or she has an immediate need for such services. Consumers who may receive an Immediate Needs Assessment include those (a) who do not already have Medicaid coverage, (b) who have Medicaid coverage, but that coverage does not include community-based long term care (CBLTC) services, or (c) who have Medicaid coverage that includes coverage for CBLTC services.

“Other Assessments” mean assessments that are not an Initial Assessment, Routine Reassessment, Significant Change in Status Reassessment, Return Assessment, or Immediate Need Assessment (e.g., an assessment requested by a consumer). The Contractor will include the reason for such Other Assessments in the Uniform Assessment System for New York (UAS-NY).

“Expedited Assessments” mean assessments that must be performed on an expedited basis upon notice to the Contractor from a Mainstream MCO that the service determination has been expedited pursuant to [Section 438.210 of Title 42 of the Code of Federal Regulations](#). It is assumed that individuals requesting an expedited assessment must already have Medicaid coverage established and be enrolled in a Mainstream MCO.

- For cases in which a provider indicates, or the MCO, Prepaid Inpatient Health Plan (PIHP), or Prepaid Ambulatory Health Plan (PAHP) determines, that following the standard timeframe could seriously jeopardize the enrollee's life or health or ability to attain, maintain, or regain maximum function, the MCO, PIHP, or PAHP must make an expedited authorization decision and provide notice as expeditiously as the enrollee's health condition requires and no later than 72 hours after receipt of the request for service.
- The MCO, PIHP, or PAHP may extend the 72 hour time period by up to 14 calendar days if the enrollee requests an extension, or if the MCO, PIHP, or PAHP justifies (to the State agency upon request) a need for additional information and how the extension is in the enrollee's interest.

In performing all CHAs, the Contractor will adhere to the following requirements:

1. All CHAs will be conducted by the Contractor in the Department’s UAS-NY system in accordance with all Department policy and guidance;

2. At the discretion of the consumer, CHAs may be conducted in person, in the consumer's residence, caregiver's residence, or medical facility where the consumer is admitted. If the consumer prefers and agrees, CHAs may also be conducted by a telehealth modality approved by the Department and in accordance with applicable laws and through a HIPAA secure platform;
3. The Contractor will develop an interface with the UAS-NY system and receive and process a monthly reassessment roster file. The Contractor will use the monthly reassessment roster file provided by the Department to modify as necessary its current intake and interview processes to schedule and complete Routine Reassessments, medical exams and practitioner's orders as required no later than an individual's Routine Reassessment due date. The CHA Roster will include data from the UAS-NY system, including data on the Routine Reassessment due date, as agreed to by the Department;
4. The Contractor will develop intake and interview processes for scheduling initial and non-Routine Reassessments. This requirement will include establishing clear protocols and procedures for Plans and LDSS to refer individuals for scheduling non-Routine Assessments;
5. The Contractor will perform outreach to consumers regarding all upcoming scheduled appointments via outbound calls and reminder notices; the contractor will provide reports to Plans and LDSS of upcoming appointments;
6. Assessments may be conducted between 8:00 a.m. – 7:00 p.m. (ET) Monday through Friday and Saturday 10:00 a.m. – 6:00 p.m. (EST), excluding state-observed holidays. The Department may agree to modify the days and hours for which assessments are conducted;
7. The Contractor will provide a reminder call to the consumer no earlier than two (2) business days before the scheduled assessment;
8. It is expected that the Contractor will complete all Assessment processes as expeditiously as possible, but no more than fourteen (14) calendar days from the request for the following types of assessments:
  - a. Initial Assessments;
  - b. Significant Change in Status Reassessments;
  - c. Return Assessments; and
  - d. Other Assessments
9. At the discretion of the Department, timeframes may be modified for reasons outside of Contractor's control including but not limited to the consumer failing to respond to the Contractor's outreach efforts to schedule or manage an appointment or if the consumer's case has an eligibility issue that prohibits the Contractor from moving forward with the assessment process. The Contractor is required to report and provide reasoning for all Assessments that go beyond the fourteen (14) calendar day period;
10. Timeframes for the completion of the process for Expedited Assessments shall be no later than six (6) calendar days after receipt of notice from the Plan. Immediate Needs Assessments shall be scheduled and completed as identified in [Section 4.1.E](#) of this RFP;
11. The Contractor shall leverage and expand as necessary, protocols, as approved by the Department, in place for consumers that may choose to dispute the outcomes of a CHA through the Fair Hearing process, including opportunities for required conferences and Fair

Hearings for consumers;

12. The Contractor will be responsible to participate in Fair Hearings as deemed necessary relevant to the CHA assessment process (e.g., CDPAP/PCS or plan eligibility). Based on historical averages, it is anticipated that the Contractor will be responsible to participate in approximately 150 Fair Hearings per month, although recent averages are about 300 Fair Hearings per month. These estimates are provided for informational purposes only, the actual number may fluctuate based on need over the course of this contract, including due to the implementation of reassessments. Hearings may be held in person, by phone, or by video conference, depending on the state and the person's needs;
13. The Contractor shall leverage and expand as necessary, protocols as approved by the Department, to establish a process for plans and LDSS to notify the Contractor of any factual inaccuracy recorded in the CHA (e.g., consumer demographics, medical diagnoses or conditions, missing medications). If the Contractor, in consultation with the Plan or LDSS determines a factual inaccuracy in the CHA, the Contractor shall revise and sign and finalize the CHA. The types of "factual inaccuracies" subject to review and correction by the Contractor shall be defined in the Contractor's dispute resolution policies or protocols furnished to and approved by the Department and which shall be made available to Plans and LDSS for reference;
14. The Contractor shall leverage and expand as necessary, protocols as approved by the Department, for plans or LDSS to dispute the outcome of the assessment for factual and/or clinical inaccuracies;
15. The Contractor will amend and expand scripts and notices, and develop processes and protocols to accommodate the assessment activities described herein, including:
  - a. Notifying consumers of the outcome of their assessments;
  - b. Developing a process, including the use of three-way calling, for referring consumers to their LDSS or MCO, as appropriate, when a request for an Immediate Needs Assessment or Expedited Assessment is made by a consumer or consumer representative, but such request was not forwarded to the Contractor from or confirmed by the LDSS or MCO;
  - c. Notifying plans and LDSS when assessments are complete. Wherever practical, Contractor protocols will direct plans and LDSS to use their access to daily data feeds available to plans and LDSS, and reporting functions in the UAS-NY to obtain such information. Assistance or other avenues of information shall be provided by the Contractor, as approved by the Department, for those LDSS offices without the ability to use daily data feeds or reporting functions in an efficient manner; and
  - d. Notifying plans and LDSS of the outcome of assessments.
16. For CHA assessed consumers with CHA outcomes that indicate they meet applicable criteria for either optional (voluntary) or mandatory enrollment in a plan, the Contractor shall continue, as applicable to the consumer's circumstances and desires, to assist them with understanding their options for plan enrollment;
17. The Contractor must have protocols in place for notifying consumers and Plans if a consumer no longer meets the eligibility criteria of the plan they are enrolled in at the time of reassessment, including providing applicable fair hearing rights. The Contractor will follow the same production timeframes with regard to the issuance of consumer notices / notification which is seven (7) business days from the date a disposition is entered into their proposed

system; and

18. Upon request by a consumer or their authorized representative, the Contractor will provide a copy of the CHA to the consumer and/or their authorized representative.

#### **D. Independent Practitioner Orders**

For CHA assessed consumers, the Contractor will conduct an independent practitioner medical examination, and if appropriate under applicable eligibility criteria for CDPAP/PCS, provide an independent practitioner order for CDPAP/PCS.

In the performance of the independent practitioner medical examination and issuing practitioner's orders, if applicable, the Contractor will adhere to the following requirements:

1. The Contractor will use the outcome of the CHA assessment to determine if a consumer meets the ADL eligibility criteria for CDPAP/PCS, conduct a medical exam on such consumers and, if appropriate, issue a practitioner's order;
2. The medical exam conducted by independent practitioners for CDPAP/PCS will:
  - a. Review the independent CHA;
  - b. Review other medical records as determined necessary by the practitioner and consult with the individual's providers and others involved with the individual's care, if available;
  - c. Examine and describe the individual's medical condition and regimens, including medication regimens;
  - d. Examine and describe the individual's needs for assistance with personal care services, home health aide services and skilled nursing tasks;
  - e. Indicate whether the individual is self-directing in accordance with regulations of the Department; and
  - f. Determine whether the individual is medically stable and can be safely cared for at home.
3. At the discretion of the consumer, the provider's medical exam may be conducted in person in the consumer's residence, caregiver's residence, or medical facility where the consumer is admitted. If the consumer prefers and agrees, medical exams may also be conducted by a telehealth modality, approved by the Department. The Contractor's intake process for scheduling assessments, as described throughout [Section 4.1](#) of this RFP, shall include documenting consumer preference and phone recording the modality preference in the quality management system;
4. Medical exams may be conducted between 8:00 a.m. – 7:00 p.m. ET Monday through Friday and Saturday 10:00 a.m. to 6:00 p.m. ET, excluding state-observed holidays. The Department and the Contractor may agree to modify the days and hours for which assessments are conducted;
5. Providers must record exam information and issue practitioner orders on form(s) prescribed by the Department (the "practitioner order form"). Providers may not recommend hours of services;
6. Providers must be independent from the consumer. "Independent" means that neither the provider nor the provider's group practice may have established a provider-patient relationship with the consumer prior to the clinical encounter from which the practitioner form order is completed;

7. The form must be completed by a practitioner licensed in accordance with [131-B of the Education Law](#) and signed by a supervising Medical Doctor;
8. As the Independent Assessor performing CHAs and Practitioner's Orders and Reviews as described in this [Section 4.1.C](#) and [Section 4.1.D](#) of this RFP, the Contractor shall develop protocols for resolving instances where the provider conducting the medical exam may not agree with the CHA performed by the LPN or RN. These protocols shall be documented and include a process for scheduling and conducting a new CHA if appropriate. Such protocols are subject to review and approval by the Department;
9. The Contractor shall make available the practitioner order form to the LDSS and plans in a manner approved by the Department, which may include uploading and attaching the form to the member's CHA/UAS record;
10. Upon request by a consumer or their authorized representative, the Contractor will provide a copy of the practitioner order form to the consumer or their authorized representative; and
11. The Contractor must ensure it has collaborative agreements in place consistent with applicable New York State Education Department rules and guidance between the supervising physician and the non-physician providers completing the Practitioner Order form.

#### **E. Immediate Needs and Expedited Cases**

For Immediate Needs and Expedited Cases, the Contractor will prioritize and develop intake and scheduling procedures for performing and expediting the CHA and Independent Practitioner Orders in accordance with [18 NYCRR 505.14 and 505.28](#).

- a. Cases will be referred to the Contractor by LDSS or the plan in accordance with state regulations;
- b. The Contractor shall conduct such CHAs and Independent Practitioner's Orders in accordance with the provisions defined in [Section 4.1.C](#) and [Section 4.1.D](#) of this RFP;
- c. The Contractor will prioritize the intake and scheduling of Immediate Needs Cases and complete the CHA, and as may be required conduct the medical exam and if appropriate, issue practitioner orders as soon as possible but no later than six (6) calendar days after the date the LDSS refers the case to the Contractor.

#### **F. Independent Review Panel (IRP) of High Needs Cases**

The Contractor must establish an Independent Review Panel (IRP) to review high needs cases that are referred to the Contractor by Plans or LDSS. High needs cases are those for which a Plan or LDSS intends to authorize more than 12 hours of PCS and/or CDPAS per day on average, including continuous PCS or live-in 24-hour personal PCS or CDPAS. As described below, the IRP will make a clinical judgment, which will inform a recommendation of whether the plan of care is reasonable and appropriate to maintain the patient's health and safety in his or her own home.

The IRP must adhere to the following terms and conditions when reviewing high needs cases.

1. The IRP shall include a panel of at least two (2) medical professionals or other clinicians retained by the Contractor, one of which must be a lead physician that is an MD or DO. The panel may include or consist of staff retained by the Contractor to provide the independent practitioner's orders described in [Section 4.1.D](#) of this RFP;

2. Qualifications of the IRP include a physician licensed in accordance with [article 131 of the Education Law](#), a physician assistant registered in accordance with [article 131-B of the Education Law](#), a specialist assistant registered in accordance with [article 131-C of the Education Law](#), or a nurse practitioner certified in accordance with [article 139 of the Education Law](#). Preference should be given on the IRP to gerontologists, Internists, pediatricians (for pediatric consumers) and family practice physicians with specialties or certifications relevant to assessing high needs consumers;
3. The high needs case review shall be coordinated by the Lead Physician licensed under [article 131 of the Education Law](#) who will be selected by the Contractor from the IRP;
4. The Contractor shall develop and document protocols, for approval by the Department, for assigning the Lead Physician. The Lead Physician assigned by the Contractor may not be the same person who performed the initial medical examination or signed the consumer's physician order as described in [Section 4.1.D](#) of this RFP;
5. The Lead Physician must review the independent CHA, the physician order, and the plan of care and any other assessments or reviews conducted by the Plan or LDSS;
6. The Lead Physician may evaluate the consumer, or review an evaluation performed by another medical professional on the clinical review panel;
7. At the discretion of the consumer, the evaluation may be conducted in person in the consumer's residence, caregiver's residence, or medical facility where the consumer is admitted. If the consumer prefers and agrees, evaluations may also be conducted by a telehealth modality, approved by the Department. The Contractor's intake process for scheduling evaluations, as described in [Section 4.1.C](#) of this RFP, shall include documenting consumer preference in the Contractor's proposed system and phone recording the modality preference in the quality management system. The Lead Physician must consult with at least two other members of the IRP;
8. The Lead Physician may also consult with the physician who issued the physician order described in [Section 4.1.D](#) of this RFP, the patient's treating or primary care physician, and other individuals that the Lead Physician deems necessary and who are available. The Lead Physician may also request additional information or documentation, including medical records of the consumer;
9. The results of the IRP review must be documented and signed by the Lead Physician on a form prescribed by the Department. The form will include the Lead Physician's recommendation on the reasonableness and appropriateness of the plan of care to maintain the patient's health and safety in his or her own home, whether other Medicaid services may be appropriate, and the clinical rationale for such recommendation. The recommendation must not include specific hours of services or an alternative plan of care;
10. The Contractor will be responsible to participate in Fair Hearing proceedings, which may include the work of the IRP and the recommendations generated by the IRP;
11. The Contractor will establish clear protocols and procedures for Plans and LDSS to schedule IRP reviews of High Need Cases;
12. The Lead Physician shall issue its recommendation as described above within five (5) business

days of being assigned the case by the Contractor; and

13. The Contractor shall make available the IRP Review Recommendation form to the LDSS and plans in a manner approved by the Department, which may include uploading and attaching the form to the member's CHA/UAS record.

## **G. Special Population and Special Projects**

As directed by the Department, the contractor will be required to conduct assessments or reassessments for special populations or special projects. Special populations and special projects include but are not limited to Program of All-Inclusive Care for the Elderly (PACE) Direct Eligibility.

- PACE Direct Eligibility: Based on federal [requirements](#) specific to PACE plans, the Contractor is not responsible for conducting reassessments for consumers enrolled in a PACE plan. PACE plans may also conduct initial assessments for individuals who plan to enroll in a particular PACE plan under a process called PACE Direct Eligibility (PACE DE). PACE DE allows the individual to choose a PACE plan they wish to enroll in, and the PACE plan conducts their initial assessment using the same assessment tool (CHA) as the Contractor would otherwise use. The PACE plan will then notify the Contractor of all PACE DE assessments conducted and enrollments, through a data exchange process developed by the Contractor. The Contractor will be required to conduct a Verification Review for each PACE DE assessment to ensure the validity of the PACE enrollment. The PACE DE process is fully detailed in the Department's MLTC Policy 23.01. Bidders should review [MLTC Policy 23.01](#) to more fully understand the requirements. Note: individuals who do not know about PACE, have not yet chosen a PACE plan, or otherwise do not wish to be assessed through PACE DE would be assessed through the Contractor.

## **4.2 Quality Assurance Monitoring and Reporting**

1. The Contractor is responsible for implementing a quality management plan (QMP) that defines how the Contractor will ensure that all services are delivered in accordance with Department requirements. The QMP is due within 60 days of contract approval by the Office of the State Comptroller (OSC) and is subject to the review and approval of the Department.
2. The QMP shall include quality assurance (QA) standards for each major program component regarding the accuracy of information provided by the staff to consumers and the accuracy of work conducted by staff. The plan must define the procedures and standards by which the Contractor will maintain and evaluate its performance.
3. Together, and with the Department's approval, 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. The Contractor shall attend weekly and monthly meetings with the Department to discuss quality assurance reviews and results. These meetings will be held by phone or by video conference and may be held in person upon request by the Department. The Department may become aware of changes or updates that need to be made based on reports or quality assurance reviews.

At the time of RFP issuance, it is estimated that there will be a weekly working meeting and a monthly executive meeting. This estimate is for informational purposes only and is subject to

change, as needed, and at the discretion of the Department.

### 4.3 Systems Interfaces

1. The Contractor shall provide and manage a Secure File Transfer Protocol (SFTP) solution accessible to the Department, health plans, and local districts for the exchange of files to support contract-related activities including but not limited to the Customer Relationship Management System and Workflow Management system, and any other system(s) as described throughout RFP [Section 4.1](#). Additional applications may be added at no cost to the Department.
  - a. The Contractor shall provide a weekly report on all data transfers occurring through the integration interfaces to the Department;
  - b. The Contractor will amend and expand scripts and notices, and develop processes and protocols to accommodate the assessment activities described herein;
  - c. Where required, the Contractor shall provide a telehealth modality approved by the Department and in accordance with applicable laws and through a HIPAA secure platform;
  - d. The Contractor will develop an interface with the UAS-NY system and receive and process a monthly reassessment roster file;
  - e. The New York State Department of Health requires that vendors providing information technology (IT) and application services to the Department comply with the security and privacy policies and controls outlined in this RFP and all other applicable New York State and federal laws, regulations, policies, and standards for IT systems that transfer, process, or store Department data, including but not limited to the HIPAA and Omnibus Final Rule. Vendors are required to verify compliance with security and privacy requirements by providing the Department with documentation and artifacts that validate applicable standards and controls are in place.

### 4.4 Staffing

The Contractor shall ensure that the project and each of its components is staffed with credentialed, experienced, and knowledgeable personnel who can meet the responsibilities outlined in this RFP. The Contractor shall include with their proposal a proposed staffing plan and organizational chart for the project to implement and accomplish all contract requirements described in this RFP.

#### A. Community Health Assessments (CHA) Staffing Requirements

1. The Contractor will hire and train qualified staff with the qualifications described herein to complete all CHAs identified in [Section 4.1.C](#) of this RFP; at the start of the contract, the Department estimates, but does not guarantee, the need for at least 250 staff.
2. All staff assigned to perform the CHAs (Assessors) must possess the qualifications authorized by The Regulations:
  - Must have a license and current registration to practice as a licensed practical nurse or registered professional nurse in New York State; and
  - Must have at least two (2) years of experience in home health care.
3. The Contractor shall conduct comprehensive background checks, consistent with all applicable federal, state, and local laws and regulations, on all staff hired to perform assessment activities under this Contract. Background checks must, at a minimum, include verification of identity, employment history, education (as applicable), and a criminal history check. Documentation of all completed background checks shall be maintained by the Contractor and made available to

the Department upon request. Using the MedScan database, the Contractor will verify on a monthly basis the individual is not on an excluded parties list, as maintained by the Health and Human Services – Office of Inspector General (HHS-OIG) and the General Services Administration (GSA).

4. Prior to the Contractor onboarding an Assessor, the Contractor will obtain and provide the following to the Department upon request:
  - a. Assessor’s resume;
  - b. NYS Registered Nurse License or Licensed Practical Nurse License and Registration;
  - c. Malpractice Insurance (if applicable);
  - d. Basic Life Support certification;
  - e. I-9 employment documents;
  - f. Physical exam signed and dated by a physician within the last year;
  - g. PPD (within 1 year) or chest X-ray (every 5 years) with TB questionnaire (completed every year);
  - h. Titers – Rubella, Rubeola, Mumps, and Varicella (backup lab work required);
  - i. Proof of Hepatitis vaccine schedule or declination;
  - j. Proof of T-Dap vaccine (within 10 years);
  - k. Influenza vaccine; and
  - l. Required competency self-assessments or specialty testing.
5. Staff to perform the CHAs must complete all required training as required by the UAS and the Department; and
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). Such staff shall agree and attest, on a form approved by the Department, to not accept other employment or a contractual arrangement that creates a conflict of interest or interferes with the ability of the Assessor to perform their responsibilities and duties.

## **B. Independent Practitioner’s Panel Staffing Requirements**

1. The Contractor will retain qualified practitioners to complete the required physician’s orders as outlined in RFP [Section 4.1.D](#). At the start of the contract, the Department anticipates, but does not guarantee, the need for approximately 10,000 physician’s orders to be completed each month. Resumes of key management positions will be reviewed by the Department and are subject to Department approval.

The PCS and CDPAS regulations, [18 NYCRR 505.14 and 505.28](#), allow these types of clinicians to sign a Practitioner’s Order for PCS/CDPAS and conduct a high-needs case review:

- Medical Doctors (MD);
- Doctors of Osteopathy (DO);
- Nurse Practitioners; and
- Physician Assistant (PA) or Specialist Assistants

2. As required by state regulations, medical professionals retained to conduct medical exams must be a physician licensed in accordance with article 131 of the Education Law, a physician assistant or a specialist assistant registered in accordance with article 131-B of the Education Law, or a nurse practitioner certified in accordance with article 139 of the Education Law (collectively referred to as “providers”).
3. The Contractor will perform the background checks described in [Section 4.4.A.3](#) of this RFP prior to onboarding any providers.
4. Prior to onboarding any provider for the IPP, the Contractor will require the provider’s resume, their license and registration, and the items described in [Section 4.4.A.4](#) of this RFP.
5. The contractor will require the IPP practitioners to become enrolled in the NYS Medicaid program.

### **C. Other Staffing Requirements**

The Contractor shall establish an organizational structure that includes project managers and quality assurance medical professionals, with at least three years’ experience in their respective fields, to fulfill the requirements of [Section 4.4](#) of this RFP.

The Contractor shall ensure that the project and each of its components is staffed with experienced, knowledgeable personnel who can meet the responsibilities outlined in this RFP. The Bidder shall include with their proposal a proposed staffing plan and organizational chart for the project to implement and accomplish all contract requirements described herein.

The Contractor shall establish a core management team, consisting of a Project Director, a Deputy Project Director, and a Finance Director. This core management team shall not be changed without prior written approval of the Department, and shall not be unreasonably withheld, unless due to the resignation, death, termination, military recall, or extended illness of any named individuals. All members of the core management team must be identified and their resumes shall be submitted for Department review and approval prior to the proposed start date for the position.

- The Project Director shall be the primary point of contact between the Contractor and the Department and responsible for project oversight. The Project Director must have a minimum of ten years’ experience leading assessment related projects.
- The Deputy Project Director shall be the secondary point of contact between the Contractor and the Department and fully capable of project oversight and communications if the Project Director is unavailable. The Deputy Project Director must have a minimum of seven years’ experience leading or co-leading assessment related projects.
- The Finance Director shall be responsible for and the primary contact for the project budget. The Finance Director must have a minimum of seven years’ experience managing project budgets greater than \$50 million dollars.

The Contractor shall employ bilingual and/or multilingual staff to provide service to consumers contacting the call center who request assistance in a language other than English. The Contractor will staff the call center with representatives who fluently speak English and other languages, including but not limited to Spanish, Chinese, Russian, and Creole, in accordance with State policy and/or Department directive. All representatives who assist consumers in a language other than English shall demonstrate fluency in both English and the alternate language. The Contractor shall document in its quality management plan the procedures for how they evaluate the fluency of bilingual staff and monitor

their performance.

The Contractor shall adjust staffing levels based on changes in call volume, workload and the size of the applicant/enrollee population during busy times such as open enrollment or during expansions or contractions of the program based on changes initiated by the Department or as a result of regulatory or legislative changes.

The Contractor shall employ and train staff necessary to complete the required tasks at the performance standard levels specified in [Section 4.15](#) or according to the time frames provided in this RFP and will ensure that staff is trained on an on-going basis. Staff will be kept current on necessary policies and procedures and systems changes. The Contractor shall implement procedures for evaluating staff performance and providing coaching and re-training opportunities, where appropriate. The Contractor training plan and all materials will be submitted to the Department for approval in advance of all trainings. The Department may mandate specific staff trainings. The Contractor is required to collect evidence of training completion at the employee level and produce documentation upon Department request.

The Contractor shall ensure that staff are trained on HIPAA and confidentiality requirements. A background check must be completed on all staff prior to them accessing Personally Identifiable Information (PII). Contractor staff are expected to be trained on and alert to possible HIPAA or other confidentiality breaches and to report any use or disclosure of PII not provided for by the Business Associate Agreement to Contractor management through a defined process. The Contractor shall report any such use or disclosure to the Department as soon as practicable but within two (2) business days of identification and shall investigate and report to the Department within ten business days.

#### **4.5 Project Planning and Change Management**

The Contractor must develop a project plan for implementing all contract requirements described herein. This plan shall be submitted to the Department as soon as is practicable, but no later than 120 (one hundred twenty) days after contract approval by OSC, and is subject to the Department's review and approval. Throughout the contract term, the Contractor shall develop and deliver additional project plans as needed or upon Department request. The Contractor shall also develop and maintain a robust change management process to facilitate timely implementation of required changes in call center processes and procedures, provide refresher trainings on various topics to all call center staff, and develop methods to further improve call center productivity and performance.

Methods to further improve call center productivity and performance must include efforts to identify and eliminate any inconsistencies throughout the call center. The change management process must include a process for analyzing the impact of program/process changes across the project, preparing new or updated project plans to address the project requirements and developing proposed implementation timelines, with priorities set in conjunction with the Department. If the changes require the Contractor to revise or draft new scripting, consumer notices, training materials, or policies and procedures, the change management process will include procedures to ensure Department review of draft documents before implementation and procedures to ensure prepared documents incorporate all agreed upon changes and do not include the use of outdated materials, or old versions of notices or other materials that have been revised.

## 4.6 Reporting

### A. Contractor Reporting to the Department

The Contractor will provide comprehensive data reports on all aspects of NYIAP, including assessment metrics such as volume and timeliness, at agreed upon intervals and on an ad hoc basis. The Contractor will collect data and issue monthly reports to the Department on the following activities. Reports will be due no later than the 10<sup>th</sup> of the month following the report month.

1. The Contractor will track and report on consumer complaints associated with the assessment experience described in [Section 4.1.A](#) of this RFP;
2. The Contractor will track and report disputes related to the outcome of assessments conducted in [Section 4.1.C](#) of this RFP by consumers, plans and the LDSS;
3. The Contractor will collaborate with the Department in reviewing and analyzing CHA assessment data for consistency, quality assurance and inter-rater reliability. The Contractor will take steps to address consistency, quality and inter-rater reliability issues, which may include additional assessor training and other remediation efforts;
4. The Contractor will track and report the number of CHAs that included a factual inaccuracy as described in [Section 4.1.C](#) of this RFP. As described in [Section 4.1.C](#) of this RFP, factual inaccuracies shall not be defined to include instances in which the Plan does not agree with the clinical judgement of the Contractor's clinicians or the CHA outcome. The Contractor will execute a variance process to also allow Plans and LDSS to report to the Contractor and resolve instances in which they believe a completed CHA includes a factual inaccuracy;
5. The Contractor will track and report assessments scheduled and completed, and parameters will include date of contact, date assessment scheduled, and date assessment completed and will be grouped by assessment type. Assessments not completed within timeframes must include a reason for delay in completing assessment;
6. The Contractor will track and report the number of high needs cases reviewed by the independent review panel and the number of recommendations issued within five (5) business days of being assigned the case by the Contractor;
7. The Contractor will track and report the number of completed assessments for all minimum need cases including whether those cases met/did not meet the ADL criteria; and
8. As requested by the Department, the Contractor will provide reporting on all outbound call campaigns and overall call center metrics including but not limited to:
  - i. The number of incoming calls per day and month;
  - ii. The average wait times for inbound calls;
  - iii. The number of outgoing calls per day and month;
  - iv. The disconnection rate of calls;
  - v. The average time for inbound and outbound calls; and
  - vi. Other reporting information within scope of this contract to be decided by the Department.

## B. Contractor Reporting to the LDSS and Plans

Consistent with the work outlined in RFP [Section 4.1](#), the Contractor will prepare reports for delivery to MCOs and LDSSs. These daily, weekly and monthly reports will facilitate the tracking of individual appointments and progress and must be transferred via the secure file transfer solution.

### 4.7 Information Technology

The application and all systems and components supporting it, including, but not limited to, any forms and databases that include Personal Health, Personal Identification or other New York State information, must comply with all NYS security policies and standards listed at <http://its.ny.gov/tables/technologypolicyindex.htm>.

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.

The Contractor will manage a Secure File Transfer Protocol (SFTP) solution accessible to the Department and partners for the exchange of files.

The Contractor will develop and monitor reports to ensure the successful transmission of data and must follow-up within 2 business days on transmission failures or rejections and work to re-submit successfully. The Contractor will ensure that all transactions going through the integration interfaces are secure and comply with HIPAA and other state and federal regulations, as described in Section 4.7. The Contractor will maintain complete documentation of interfaces and requirements to facilitate troubleshooting, analysis, and development with existing and new stakeholders.

The Contractor is expected to utilize the [Uniform Assessment System for New York \(UAS-NY\)](#).

The Contractor will be responsible for capacity planning, disaster recovery, and business continuity, related to integration interfaces.

### 4.8 Materials

The Contractor will be responsible for logging consumer requests for materials in alternative formats.

Upon the Department's request, the Contractor is expected to:

- Translate written materials such as notices, applications, and website content into the top 12 most common non-English languages spoken in [New York State Language Access Law](#);
- Produce materials in alternate formats, such as Braille, audio recording, and other ADA compliant formats.

### 4.9 Facilities and Equipment

The Contractor must provide or procure a physical office space location in New York for all the work performed under this contract. This office space must include a location which will promote working relationships between all staff and increase efficiencies of the program and minimize overall administrative and program costs. The Department reserves the right to inspect all facilities at any time.

The Contractor is solely responsible for the supply, management, maintenance, and upgrade, to the satisfaction of the Department, of all facilities and equipment, in support of all services, business needs, policies, and procedures described within this RFP, including but not limited to: office space, leases, supplies and equipment, telecommunications, telephony, computers and peripherals, and all appropriate technology, tools, software, and security.

#### **4.10 Security**

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

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

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

Contractor will develop and maintain adequate fully trained staff to respond to all stakeholder inquiries while protecting confidentiality and maintaining the security and integrity of all systems. Staff must be trained to understand and observe requirements related to confidentiality and operating guidelines for functions included in this RFP.

The Contractor will comply fully with all current and future updates of the security procedures of the Department as well as with all applicable State and Federal requirements, in performance of the Contract.

#### **4.11 Transition**

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

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

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

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

Contractor is required to develop a work plan and timeline to securely and smoothly transfer any data and records generated from the inception of the Contract through the end of the Contract to the Department or another Department agent or successor Contractor should that be required during or upon expiration of its Contract. The plan and documentation must be submitted to the Department no later than twelve (12) months before the last day of the Contract with The Department or upon request of the Department.

#### **4.12 Payment**

Payment of invoices and/or vouchers submitted by the successful Bidder pursuant to the terms of the Contract entered into pursuant to this RFP by the Department shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms will be:

##### **A. In accordance with Attachment B Cost Proposal;**

###### Transition Costs

- 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.
- In order to receive payment, the Contractor may be required to provide additional documentation within their monthly invoices to substantiate actual costs incurred.
- Please note: The incumbent contractor is not eligible for any Transition Costs.

###### Unit-Based Payments

- 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.

###### Monthly Flat Fee Payments

- For Contract Year 1, the Contractor will be paid a fixed monthly flat fee for various Operational Fees including project management, back-office support, training, operations, materials design, and literacy activities.
- Beginning in Contract Year 2, the monthly flat fee for Operational Fees will be adjusted to coincide with the anticipated increase in workload (including assessments and reassessments) and will apply through Contract Years 2-5.

##### **B. In accordance with standard Departmental requirements and/or requirements set forth within this RFP;**

###### Performance Standards and Reporting Requirements

- All payments are contingent upon the Contractor meeting performance standards established by

the Department, as determined by the Department in its sole discretion.

- Payment is subject to the Department's review and approval of all required reporting deliverables.

### **Invoicing and Payment Schedule**

The Contractor will submit vouchers on a monthly basis, due thirty (30) calendar days after the end of the month, via one of the Payment Methods as described below.

Payments will be made upon Department approval of each invoice, at its sole discretion, and verification of services rendered.

### **Payment Methods**

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

Subject: <<Unit ID: 3450437>> <<Contract # C041977>>

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

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

Payment for invoices and/or vouchers submitted by the Contractor must only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment must be made in accordance with ordinary State procedures and practices. The Contractor must comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at <https://www.osc.state.ny.us/state-vendorss> by email at [epayments@osc.state.ny.us](mailto:epayments@osc.state.ny.us) or by telephone at 518-474-6019. Contractor acknowledges that it will not receive payment on any invoices and/or vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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

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

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

### **C. Reductions and Penalties for Non-Compliance**

1. The Department, in its sole discretion, reserves the right to withhold or reduce payment if the Contractor fails to:

- a. Meet required performance standards identified in [Section 4.15](#) of the RFP;
  - b. Submit required reports in an accurate, complete, and timely manner; or
  - c. Provide services in accordance with contract requirements.
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, offset against future payments, or termination of the contract.

### **Price Adjustment Clause**

The pricing for years four (4) and five (5) of the Contract will be subject to an annual increase or decrease of three percent (3%) or the percent increase or decrease in the National Consumer Price Index for All Urban Consumers (CPI-U), All Items (CUUR0000SA0) as published by the United States Bureau of Labor Statistics, Washington, D.C. 20212, for the 12 month period ending ninety (90) days prior to the commencement date for years four (4) and five (5) of the Contract.

### **4.13 Subcontracting**

Bidders may propose the use of a subcontractor. The Contractor must obtain prior written approval from the Department before entering into an agreement for services to be provided by a subcontractor. The Contractor is solely responsible for assuring that all the requirements of this RFP are met. All subcontracts must contain provisions specifying that the work performed by the subcontractor must be in accordance with the terms of the prime contract, and that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the agreement between The Department and the Contractor. The Department reserves the right to request removal of any Bidder's staff or subcontractor's staff if, in The Department's sole discretion, such staff is not performing in accordance with the Contract.

NOTE: Subcontractors whose contracts are valued at or above \$100,000 will be required to submit the Vendor Responsibility Questionnaire upon selection of the prime Contractor.

### **4.14 Contract Insurance Requirements**

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

#### 4.15 Performance Standards

The Department is committed to providing timely and high-quality assessments to consumers. To that end, the Contractor is expected to meet the following performance standards. The exact specifications for measuring the performance standard will be documented in a Performance Standard Specifications Document within 180 days of contract approval by OSC. Any changes to the specifications during the term of the contract must be documented in a revised Performance Standard Specification Document.

**Table 1. Performance Standards**

Program Area Performance Standard Category	Service Level Metric	Performance Standards	Applicable Penalties on Unmet Performance Standards
Consumer Facing Call Center: Timeliness	Average Speed of Answer for Inbound Calls to the Call Center	For callers who ask to speak to a live agent, the average wait time (average speed of answer) shall be less than fifteen (15) seconds	<p>Upon each of the first two instances of failure to meet the service level metric, the Contractor shall provide in writing an assessment and a corrective action plan.</p> <p>Upon the third instance of failure to meet the service level metric, damages of \$50,000 may be deducted from the next monthly invoice.</p> <p>Immediately upon instances of failure that exceed thirty (30) seconds per month of average answer speed, damages of \$50,000 may be deducted from the next monthly invoice.</p>
Consumer Facing Call Center: Abandonment Rate	The percentage of calls that are abandoned	Abandoned call rate is less than 8%	<p>Upon each of the first two instances of failure to meet the service level metric, the Contractor shall provide in writing an assessment and a corrective action plan.</p> <p>Upon the third instance of failure to meet the service level metric, damages of \$50,000 may be deducted from the next monthly invoice.</p>

			Immediately upon instances of failure that exceed twelve (12%) abandoned rate, damages of \$50,000 may be deducted from the next monthly invoice.
Consumer Facing Call Center: Scheduling	Average Days until Appointment	95% of assessments are scheduled and completed within 14 calendar days	<p>Upon each of the first two instances of failure to meet the service level metric, the Contractor shall provide in writing an assessment and a corrective action plan.</p> <p>Upon the third instance of failure to meet the service level metric, damages of \$50,000 per month may be deducted from the next monthly invoice.</p> <p>Immediately upon instances of failure where less than 90% of assessments are scheduled and completed within 14 business days, damages of \$50,000 per month may be deducted from the next monthly invoice.</p>
Consumer Facing Call Center: Wait Times	Average wait times	Average waiting/hold time for a live voice is less than two minutes	<p>Upon each of the first two instances of failure to meet the service level metric, the Contractor shall provide in writing an assessment and a corrective action plan.</p> <p>Upon the third instance of failure to meet the service level metric, damages of \$50,000 per month may be deducted from the next monthly invoice.</p> <p>Immediately upon instances of failure</p>

			where the average waiting/hold time for a live voice is not less than four minutes, damages of \$50,000 per month may be deducted from the next monthly invoice.
Reporting	Timeliness of Monthly Reports	Monthly reports shall be provided by the 10 <sup>th</sup> day of the month following the reporting month. If the 10 <sup>th</sup> falls on a weekend or holiday, the reports shall be due the next business day	<p>Upon each of the first two instances of failure to meet the service level metric, the Contractor shall provide in writing an assessment and a corrective action plan.</p> <p>Upon the third instance of failure to meet the service level metric, damages of \$50,000 per month may be deducted from the next monthly invoice.</p> <p>Immediately upon instances of failure where monthly reports are not provided before the 20<sup>th</sup> of the month, damages of \$50,000 per month may be deducted from the next monthly invoice.</p>
Assessment Timeliness	Timeliness of Assessment process	90% percent of assessments shall be completed within 14 days of when an appointment is scheduled	<p>Upon each of the first two instances of failure to meet the service level metric, the Contractor shall provide in writing an assessment and a corrective action plan.</p> <p>Upon the third instance of failure to meet the service level metric, damages of \$50,000 per month may be deducted from the next monthly invoice.</p> <p>Immediately upon instances of failure where less than 80% of</p>

			assessments are completed within 14 business days, damages of \$50,000 per month may be deducted from the next monthly invoice.
Language Accessibility	Language Accessibility and Offerings	All callers shall have access to written and verbal communications in any of the five (5) DOH designated languages	<p>Upon each of the first two instances of failure to meet the service level metric, the Contractor shall provide in writing an assessment and a corrective action plan.</p> <p>Upon the third instance of failure to meet the service level metric, damages of \$50,000 per month may be deducted from the next monthly invoice.</p>
Conflict of Interest	Conflict of Interest Standards	All assessors are free of any conflicts from health plans or home care agencies affiliated with health plans	<p>Upon each of the first two instances of failure to meet the service level metric, the Contractor shall provide in writing an assessment and a corrective action plan.</p> <p>Upon the third instance of failure to meet the service level metric, damages of \$50,000 per month may be deducted from the next monthly invoice.</p>
Assessment Timeliness	Expedited Assessments Timeliness	85% of assessments on Expedited and Immediate Need cases are scheduled and performed within six (6) calendar days	<p>Upon each of the first two instances of failure to meet the service level metric, the Contractor shall provide in writing an assessment and a corrective action plan.</p> <p>Upon the third instance of failure to meet the service level metric, damages of \$50,000 per month may be deducted from the next monthly invoice.</p>

			Immediately upon instances of failure where less than 75% of assessments on Expedited and Immediate Needs cases are scheduled and completed within twelve (12) business days, damages of \$50,000 per month may be deducted from the next monthly invoice.
Noticing Timeliness	Mailing of Notices	95% of approval and denial notices are mailed within seven (7) business days	<p>Upon each of the first two instances of failure to meet the service level metric, the Contractor shall provide in writing an assessment and a corrective action plan.</p> <p>Upon the third instance of failure to meet the service level metric, damages of \$50,000 per month may be deducted from the next monthly invoice.</p> <p>Immediately upon instances of failure where less than 90% of approval and denial notices are mailed within seven (7) business days, damages of \$50,000 per month may be deducted from the next monthly invoice.</p>

#### **4.16 Minority & Women-Owned Business Enterprise (M/WBE) Requirements**

Pursuant to New York State Executive Law Article 15-A, the Department recognizes its obligation to promote opportunities for maximum feasible participation of **certified** minority-and woman-owned business enterprises and the employment of minority group members and women in the performance of the Department's contracts.

#### **Business Participation Opportunities for M/WBEs**

For purposes of this RFP, the Department hereby establishes an overall goal of 30% for M/WBE participation, 15% for Minority-Owned Business Enterprises ("MBEs") participation and 15% for Women-Owned Business Enterprises ("WBEs"), based on the current availability of qualified MBEs and WBEs and outreach efforts to certified M/WBE firms. The successful Bidder who becomes the Contractor under the Contract entered into with the Department pursuant to this RFP must document good faith efforts to provide meaningful participation by M/WBEs as subcontractors or suppliers in the performance of the Contract consistent with the M/WBE participation goals established for this procurement, and Contractor must agree that The Department may withhold payment pending receipt of the required M/WBE documentation. For guidance on how The Department will determine "good faith efforts," refer to 5 NYCRR §142.8.

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 "M/WBE 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".

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. If the Plan is not accepted, The Department may issue a notice of deficiency. If a notice of deficiency is issued, Bidder agrees that it shall respond to the notice of deficiency within seven (7) business days after Bidder's receipt of such notice. The Department may disqualify a Bidder as being non-responsive to this RFP under the following circumstances:

- a) If a Bidder fails to submit a M/WBE Utilization Plan;
- b) If a Bidder fails to submit a written remedy to a notice of deficiency;
- c) If a Bidder fails to submit a request for waiver (if applicable); or
- d) If The Department determines that the Bidder has failed to document good-faith efforts to provide meaningful participation by M/WBEs under the Contract in accordance with the goals for this RFP established by the Department;

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

If (a) the Department determines that the Contractor is not in compliance with the M/WBE requirements of the Contract and the Contractor refuses to comply with such requirements, or (b) the Department finds that the Contractor has willfully and intentionally failed to comply with the M/WBE participation goals established in the Contract, the Contractor may be required to pay to the Department liquidated damages.

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

A New York State certified Minority- and Women-Owned Businesses (M/WBE) may request that their firm's contact information be included on a list of M/WBE firms interested in serving as a subcontractor for this procurement. The listing will be publicly posted on the Department's website for reference by the bidding community. A firm requesting inclusion on this list should send contact information and a copy of its NYS M/WBE certification to [OHIPContracts@health.ny.gov](mailto:OHIPContracts@health.ny.gov) before the Deadline for Questions as specified in [Section 1](#). (Calendar of Events). Nothing prohibits an M/WBE Vendor from proposing as a prime Contractor.

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

#### **4.17 Equal Employment Opportunity (“EEO”) Reporting**

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

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

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

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

Business Enterprises and Equal Employment Opportunity Policy Statement ([Attachment 5](#), Form # 5), to the Department with their bid.

#### **4.18 Participation Opportunities for NYS Certified Service-Disabled Veteran-Owned Businesses**

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

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

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

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

## 5.0 ADMINISTRATIVE INFORMATION

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

### 5.1 Restricted Period

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

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

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

### 5.2 Questions

Potential Bidders may submit written questions and requests for clarification pertaining to this RFP between the issuance of this RFP and the deadline for the submission of written questions specified in [Section 1](#). (Calendar of Events). All questions and requests for clarification of this RFP should cite the relevant RFP, including the RFP number and title (RFP# C041977- New York State Independent Assessor Program Services) the section and paragraph number of this RFP or of the Attachment to this RFP to which the question relates, where applicable, and must be submitted via email to [OHIPContracts@health.ny.gov](mailto:OHIPContracts@health.ny.gov) no later than the Deadline for Submission of Written Questions specified in [Section 1](#). (Calendar of Events). Questions received after the deadline **may not** be answered.

If a potential Bidder discovers any ambiguity, conflict, discrepancy, omission, or other apparent error in this RFP, the Bidder shall immediately notify The Department of such error in writing at [OHIPContracts@health.ny.gov](mailto:OHIPContracts@health.ny.gov) and request that The Department clarify or modify the Terms of this RFP.

If, prior to the deadline for the Submission of Bids, a Bidder fails to notify The Department of a known error or an error that reasonably should have been known, the Bidder shall assume the risk of bidding notwithstanding such apparent ambiguity, conflict, discrepancy, omission or other error. If awarded the Contract pursuant to the terms of this RFP, the Bidder shall not be entitled to an amendment to the terms of the Contract to correct or clarify any such ambiguity, conflict, discrepancy, omission or other error nor to any additional compensation by reason of the error or its correction.

### **5.3 Right to Modify RFP**

The Department reserves the right to modify any part of this RFP, including but not limited to, the date and time by which proposals must be submitted and received by The Department, at any time prior to the Deadline for Submission of Proposals specified in [Section 1](#). (Calendar of Events). Modifications to this RFP shall be made by issuance of amendments and/or addenda.

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

If a prospective bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the bidder shall immediately notify The Department of such error in writing at [OHIPContracts@health.ny.gov](mailto:OHIPContracts@health.ny.gov) and request clarification or modification of the RFP.

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

### **5.4 DOH's Reserved Rights**

The Department of Health reserves the right to:

1. Reject any or all proposals received in response to the RFP;
2. Withdraw the RFP at any time, at the Department's sole discretion;
3. Make an award under the RFP in whole or in part;
4. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP;
5. Seek clarifications and revisions of proposals;
6. Use proposal information obtained through site visits, management interviews and the State's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the Department's request for clarifying information in the course of evaluation and/or selection under the RFP;
7. Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
8. Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments;
9. Change any of the scheduled dates;
10. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
11. Waive any requirements that are not material;
12. Negotiate with the successful bidder within the scope of the RFP in the best interests of the State;
13. Conduct contract negotiations with the next responsible bidder, should the Department be unsuccessful in negotiating with the selected bidder;
14. Utilize any and all ideas submitted in the proposals received;
15. Every offer shall be firm and not revocable for a period of three hundred and sixty-five (365) days from the bid opening to the extent not inconsistent with section 2-205 of the uniform commercial code. Subsequent to such three hundred and sixty- five days, any bid is subject to withdrawal communicated in a writing signed by the bidder; and,
16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete

understanding of a bidder's proposal and/or to determine a bidder's compliance with the requirements of the solicitation.

## 5.5 Debriefing

Pursuant to Section 163(9)(c) of the State Finance Law, once an award has been made, any unsuccessful bidder may request a debriefing regarding the reasons that the proposal or bid submitted by the Bidder was not selected for award. The debriefing will be limited solely to the Bidder's own Bid and will not include any discussion of other bids. Requests for a debriefing must be made within fifteen (15) calendar days of release of the written or electronic notice by the Department that the Bid submitted by the Bidder was not selected for award. Requests should be submitted in writing to a designated contact identified in the award/non-award letter.

## 5.6 Protest Procedures

In the event an unsuccessful Bidder wishes to protest the award resulting from this RFP, the protesting Bidder must follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found in Chapter XI Section 17 of the OSC's Guide to Financial Operations, which is available on-line at: <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>

## 5.7 Freedom of Information Law ("FOIL")

All Bids may be disclosed or used by the Department to the extent permitted by law. The Department may disclose a Bid to any person for the purpose of assisting in evaluating the Bid or for any other lawful purpose. All Bids will become State agency records, which will be available to the public in accordance with the New York State Freedom of Information Law. **Any portion of the Bid that a Bidder believes constitutes proprietary information entitled to confidential handling, as an exception to the Freedom of Information Law, must be clearly and specifically designated in the Bid as specified in Section 6.1.2. of this RFP.** If the Department agrees with the proprietary claim, the designated portion of the Bidder's Bid will be withheld from public disclosure. Blanket assertions of proprietary material will not be accepted, and failure to specifically designate proprietary material may be deemed a waiver of any right to confidential handling of such material.

## 5.8 Piggybacking

New York State Finance Law section 163(10)(e) (see also <https://ogs.ny.gov/procurement/piggybacking-using-other-existing-contracts-0>) allows the Commissioner of the NYS Office of General Services to consent to the use of the Contract entered into pursuant to this RFP by other New York State Agencies, and other authorized purchasers, subject to conditions and the Contractor's consent.

## 5.9 Intellectual Property

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

## **6.0 PROPOSAL CONTENT**

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

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

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

### **6.1 Administrative Proposal**

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

#### **6.1.1 Bidder's Disclosure of Prior Non-Responsibility Determinations**

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

#### **6.1.2 Freedom of Information Law – Proposal Redactions**

Bidders must clearly and specifically identify any portion of their proposal that a bidder believes constitutes proprietary information entitled to confidential handling as an exception to the Freedom of Information Law. See [Section 5.7](#) (Freedom of Information Law)

#### **6.1.3 Vendor Responsibility Questionnaire**

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

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

Bidders opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website, [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep), or may contact the Office of the State

Comptroller's Help Desk for a copy of the paper form. Bidders should complete and submit the Vendor Responsibility Attestation, [Attachment 3](#).

#### **6.1.4 Vendor Assurance of No Conflict of Interest or Detrimental Effect**

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

#### **6.1.5 M/WBE Forms**

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

#### **6.1.6 Encouraging Use of New York Businesses in Contract Performance**

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

#### **6.1.7 Bidder's Certified Statements**

Complete, sign and submit [Attachment 7](#), "Bidder's Certified Statements", which includes information regarding the bidder. [Attachment 7](#) must be signed by an individual authorized to bind the bidder contractually. Please indicate the title or position that the signer holds with the bidder.

#### **6.1.8 Diversity Practices Questionnaire**

The Department has determined, pursuant to New York State Executive Law Article 15-A, that the assessment of the diversity practices of respondents to this procurement is practical, feasible, and appropriate. Accordingly, respondents to this procurement should include as part of their response to this procurement, [Attachment 10](#) "Diversity Practices Questionnaire". Responses will be formally evaluated and scored.

#### **6.1.9 Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination**

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

#### **6.1.10 Executive Order 16 Prohibiting Contracting with Businesses Conducting Business in Russia**

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

#### **6.1.11 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.

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

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

#### **6.1.12 State Finance Law Consultant Disclosure Provisions**

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

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

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

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

#### **6.1.13 Sales and Compensating Use Tax Certification (Tax Law, § 5-a)**

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

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

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

Submit these Forms, available through these links:

- ST-220 CA: [http://www.tax.ny.gov/pdf/current\\_forms/st/st220ca\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf)
- ST-220 TD: [http://www.tax.ny.gov/pdf/current\\_forms/st/st220td\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf)

#### **6.1.14 Gender-Based Violence and the Workplace Certification**

[New York State Finance Law §139-M](#) requires bidders on competitive state procurements to certify that they have a written policy addressing gender-based violence and the workplace and that such policy meets the minimum requirements outlined on [Attachment 14](#). Bidders should review, sign, date and include as part of their submission [Attachment 14](#).

### **6.2 Technical Proposal**

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

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

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

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

#### **6.2.1 Title Page**

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

#### **6.2.2 Table of Contents**

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

#### **6.2.3 Documentation of Bidder's Eligibility Responsive to Section 3.0 of RFP**

Bidders must be able to meet all the requirements stated in [Section 3.0](#) of the RFP. The bidder must submit documentation that provides sufficient evidence of meeting the criterion/criteria set

forth in [Section 3.0](#). This documentation may be in any format needed to demonstrate how the Bidder meets the minimum qualifications to propose.

- A minimum of three (3) years' experience operating a high-volume consumer-facing customer service center/call center(s) that handles a minimum of one thousand (1,000) inbound telephone calls per day and a minimum of ten thousand (10,000) outbound calls per month;
- A minimum of three (3) years' experience hiring and managing more than two hundred and fifty (250) individuals as staff and nurses;
- Experience scheduling a minimum of five thousand (5,000) appointments per month and handling calls to cancel, move, or ask questions about appointments;
- A minimum of three (3) years' experience using Data File Transfers/Data Interfacing Experience for Protected Health Information (PHI) and other sensitive content; and
- A minimum of three (3) years' experience reporting on qualitative and quantitative datasets for large populations (greater than 10,000), including monitoring trends, creating projections, and summarizing changes.

#### **6.2.4 Technical Proposal Narrative**

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

Elements of the Technical Proposal are as follows:

##### **6.2.4.1. Tasks/Deliverables**

The bidder should describe in narrative format how their organization will meet the requirements that are described in [Section 4.1](#) of this RFP including:

#### **A. General Contract Responsibilities**

The bidder should describe their proposed approach for the following General Contract Responsibilities as listed in RFP [Section 4.1.A](#):

1. Following applicable New York State (State) and federal laws, regulations, and guidance issued by the Department;
2. Developing secure HIPAA compliant protocols, to be approved by the Department, for receiving medical documentation from Managed Care Organizations (Plans or MCOs) and Local Departments of Social Services (LDSS);
3. Performing all assessments and sending all written notices, either as required and/or at request of the Department, including but not limited to approval and/or denial notices, within the timeframes and other performance standards identified in Section 4.15 of the RFP;
4. Adhering to all protected health information (PHI) and HIPAA regulations when scheduling and completing CHAs and any other duties related to the tasks identified in this RFP;
5. Maintaining Department-approved policy and procedure documents and call scripting to guide staff in responding to callers and processing requests;
  - a. The Contractor must have a process for distributing new scripting to staff quickly in the event of circumstances such as changes to the program or system-generated

issues.

6. Attending operational and strategic planning meetings with the Department upon request by the Department;
7. Leveraging and expand facets of current statewide independent assessor functions, including but not limited to, evaluation and assessment work flows and business processes; technological infrastructure including file transfer systems, telephony infrastructure including Computer Telephonic Integration, Automatic Call Distribution, Integrated Voice Response System and Outbound dialer, and quality monitoring system including call recording and reporting, as appropriate and applicable, to fulfill the contract activities required throughout this RFP;
8. Providing multilingual support in performing the Independent Assessor services. This includes:
  - a. Telephonic support for appointment scheduling, rescheduling, and consumer inquiries and complaints, as further detailed in section 4.1.B;
  - b. Conducting community health assessments and medical examinations utilizing translation services and/or bilingual nurses; and
  - c. Providing written (notices and scripts) and/or verbal communications, in languages as required by the Department, including but not limited to English, Spanish, Russian, Haitian-Creole, Chinese, Korean and Bengali in accordance with State policy and/or Department directive.

## **B. Call Center/Telephony System**

1. The bidder should describe their proposed process for creating, staffing, and managing a telephony system and call center that must be available Monday to Friday from 8:30 a.m. to 8:00 p.m., and on Saturdays from 10:00 a.m. to 6:00 p.m., with the exception of state-observed holidays\*, that can handle the projected volume of a minimum of one thousand (1,000) inbound telephone calls per day and a minimum of ten thousand (10,000) outbound calls per month including their ability to:
  - a. Receive calls from all existing telephone numbers that are directed to the NYIAP program;
  - b. Maintain or be able to quickly access a set of available toll-free numbers in the event that additional numbers are needed for special projects; and
  - c. Route calls to staff trained to support the caller in the event of a special project or if the call center has multiple phone numbers for consumers for different types of calls.

\*The State-observed holidays are:

- a. New Year's Day
- b. Martin Luther King Jr. Day
- c. President's Day
- d. Memorial Day
- e. Juneteenth
- f. Independence Day
- g. Labor Day
- h. Columbus Day
- i. Veterans Day
- j. Thanksgiving Day
- k. Christmas Day

2. The bidder should describe their proposed process for creating a Customer Relationship Management System (CRMS) that will answer consumer questions, create, modify, and cancel appointments, and perform one (1) day reminder calls for existing appointments including how;
  - a. Contract staff will assist all callers in accordance with Department-established authentication and authorization procedures that define the level of information that may be provided to each type of caller; and
  - b. The CRMS will be able to store information about individuals who are authorized to speak on a consumer's behalf.
3. The bidder should describe their proposed process for reporting all outbound call campaigns and call center metrics including but not limited to:
  - a. The number of incoming calls per day and month;
  - b. The average wait times for inbound calls;
  - c. The number of outgoing calls per day and month;
  - d. The disconnection rate of calls;
  - e. The average time for inbound and outbound calls; and
  - f. Other reporting information as requested by the Department.
4. The bidder should describe their proposed process for providing a secure workflow management system or other comparable system that allows complaints, referrals, and other requests to be documented by staff and forwarded to various bidder and Department units, where required, for processing; and
5. The bidder should describe their proposed process for providing access to interpreter services for callers contacting the call center who request assistance in a language other than English, and staffing the call center with representatives who fluently speak English and other languages given the following:
  - a. Approximately ten percent (10%) of call center callers request assistance in a language other than English; and
  - b. Over fifty percent (50%) of the calls and appointments that are not in English are in Spanish.

### **C. Community Health Assessments (CHA)**

1. The bidder should describe their proposed process for conducting CHAs to determine eligibility for PCS and/or CDPAS and Managed Long-Term Care (MLTC) plan enrollment options under appropriate eligibility criteria;
2. The bidder should describe their proposed process for scheduling and conducting all regularly required reassessments at intervals required the Department, State laws and regulations, for members enrolled in Medicaid Advantage Plus and MLTC Partial Capitation Plans; members enrolled in Mainstream Managed Care Plans, including an integrated mainstream product that is aligned with a Duals Special Needs Plan (DSNP), that require a CHA; and other Medicaid members receiving fee-for-service PCS and CDPAP; (collectively, referred to as "Routine Reassessments").
3. The bidder should describe their proposed process for scheduling and conducting any assessments other than Initial Assessments and regularly scheduled "Routine

Reassessments”, including:

- a. “Significant Change in Status Reassessments”
  - b. “Return Assessments”
  - c. “Immediate Need Assessments;
  - d. “Other Assessments” and
  - e. “Expedited Assessments”
4. The bidder should describe their proposed process for adhering to the requirements listed in RFP [Section 4.1.C](#) while performing all CHAs.

#### **D. Independent Practitioner Panel Orders**

1. The bidder should describe their proposed process for executing an independent practitioner medical examination, and if appropriate under applicable eligibility criteria for CDPAP/PCS, providing independent practitioner orders for CDPAP/PCS.
2. The bidder should describe their process for review of the CHA and other medical records and consultation with providers and others involved in the individual’s care, as well as the process for examining individuals’ medical conditions, need for assistance and services, self-direction in accordance with The Department regulations, and ability to be safely cared for at home.
3. The bidder should describe their ability to conduct exams in person in the consumer’s residence, a caregiver’s residence, medical facility, or through a telehealth modality.

#### **E. Immediate Needs and Expedited Cases**

1. The bidder should describe their proposed process for prioritizing and developing intake and scheduling procedures to perform and expedite the CHA and Independent Practitioner Orders.

#### **F. Independent Review Panel (IRP) of High Needs Cases**

1. The bidder should describe their proposed process for establishing an Independent Review Panel (IRP) to review high needs cases that are referred by Plans or LDSS.
2. The bidder should describe their proposed process to create and retain a panel of medical professionals or other clinicians and ensure individuals are properly licensed in accordance with applicable NYS laws and regulations
3. The bidder should describe their proposed process to perform evaluations in person in the consumer’s residence, a caregiver’s residence, medical facility, or through a telehealth modality
4. The bidder should describe their proposed process to participate in fair hearings
5. The bidder should describe their proposed process to establish clear protocols and procedures for plans and the LDSS to schedule IRP reviews of high needs cases including making the IRP review recommendation form available to plans and the LDSS

## **G. Special Population and Special Projects**

1. The bidder should describe their proposed process for conducting medical examinations for PACE enrollees meeting the ADL criteria; and
2. The bidder should describe their proposed process for developing a process to receive notification from the PACE plan to proceed with the scheduling of a medical examination for a PACE enrollee.

### **6.2.4.2. Staffing and Qualifications**

- A. The bidder should provide a staffing plan for completion of services that includes the following for each:
1. Title, responsibility, and type of staff available and physical location of bidder's staff to be engaged in performance of the audits;
  2. How the bidder plans to recruit and train an adequate number of staff and their proposed procedure to ensure that staff is trained on an on-going basis;
  3. Bidder's ability to provide qualified staff to carry out the projected workload during the contract and how they plan to provide staff to meet the scope of work over the entire contract period;
  4. Bidder's ability to provide sufficient additional management and administrative support staff necessary to organize, prepare and carry out all administrative tasks associated with conducting the services;
  5. Bidder's process for ensuring all Contractor and subcontractor staff are appropriately trained and how the training protocols provide for consistency among audit staff and the analysis of findings;
  6. How the Bidder intends to maintain the staffing levels and personnel planned;
  7. An organizational chart that delineates the titles of the staff responsible for fulfilling the tasks/deliverable detailed in RFP [Section 4.0](#) Scope of Work, their lines of communications, and demonstrates how the Bidder intends to organize staff and management for this project;
- B. The Staffing Plan should also include:
1. An organizational chart depicting each component of the project and all cross-cutting functional units of the organization, identifying lines of authority governing the interaction of staff as well as relationships with planned subcontractors;
  2. An approach to and experience in staff forecasting needs and staffing adjustments based on changes in workload and call volume;
  3. A description of the proposed staff's ability to provide services in languages other than English, including access to interpreter services and any tools that will be used;
  4. A description of how the bidder plans to assign staff with the required experience in

performing:

- a. CHAs (see [Section 4.2.C](#));
  - b. Independent Practitioner's Orders (see [Section 4.2.D](#)); and
  - c. Other Staffing Requirements (see [Section 4.4](#))
5. The bidder's approach to ensuring staff adhere to the proper procedures to protect privacy and the ability of the bidder to monitor and report any disclosure of PHI or PII.
  6. A description of how the bidder's staffing plan for the CHA will allow for timely in person assessments whenever requested in all counties in New York State.

#### **6.2.4.3. Proposed Approach— Reporting** (see [Section 4.6](#))

The bidder should describe in narrative format how their organization will meet the Reporting requirements that are described in RFP [Section 4.6](#), including how the bidder will:

- a. Track and report on consumer complaints associated with the assessment experience described in RFP [Section 4.1](#);
- b. Track and report disputes related to the outcome of assessments conducted in RFP [Section 4.1](#) by consumers, plans and the LDSS;
- c. Review and analyze CHA assessment data for consistency, quality assurance and inter-rater reliability;
- d. Track and report the number of CHAs that included a factual inaccuracy as described in RFP [Section 4.1.C](#);
- e. Track and report assessments scheduled;
- f. Track and report the number of high needs cases reviewed by the independent review panel and the number of recommendations issued within five (5) business days of being assigned the case by the Contractor;
- g. Track and report the number of completed assessments for all minimum need cases and if those cases met/did not meet the ADL criteria; and
- h. Prepare (daily, weekly, and monthly) reports for delivery to MCOs and LDSS to facilitate the tracking of individual appointments and progress.

The bidder is encouraged to provide examples of complex data outputs such as dashboards, reports, or summaries of large projects through submission of an Appendix to their Technical Proposal

#### **6.2.4.4. Proposed Approach – Information Technology** (see [Section 4.7](#))

The bidder should describe in narrative format how their organization will comply with all NYS Information Technology policies and standards as described in RFP [Section 4.7](#).

#### **6.2.4.5. Proposed Approach – Security** (see [Section 4.10](#))

The bidder should describe in narrative format how their organization will comply with all applicable privacy and security policies and procedures as described in RFP [Section 4.10](#).

#### **6.2.4.6 Proposed Approach — Transition** (see [Section 4.11](#))

The bidder should describe in narrative format how their organization will meet the Transition requirements as outlined in RFP [Section 4.11](#). Specifically, the bidder should provide the following in their narrative:

- a. Their overall approach to the transition period. This approach should include how you will manage and maintain the appropriate number of staff to effectively meet all requirements as stated in this RFP during the transition, prioritize tasks and meet timeframes for completion, and any assumptions which affect your approach;
- b. A description of their data migration strategy and how they will support the migration of information from their system to any succeeding system(s);
- c. An outline of key tasks that will need to be completed along with the personnel (by functional title) who will be responsible and a proposed timeline for completion of the tasks;
- d. A description of their approach to knowledge transfer during the transition, including proposed timeframes; and
- e. A description of potential risks associated with the transfer and their approach to mitigating these risks.

#### **6.2.4.7 Proposed Approach — Quality Assurance Monitoring and Reporting** (see [Section 4.2](#))

The bidder should describe in narrative format how their organization will meet the Quality Assurance Monitoring and Reporting requirements as outlined in RFP [Section 4.2](#). Specifically, the bidder should provide the following in their narrative:

- a. Their proposed approach for implementing a quality management plan (QMP), within 60 days of contract approval, that defines how the bidder will ensure that all services are delivered in accordance with Department requirements;
- b. How their QMP will include quality assurance (QA) standards for each major program component regarding the accuracy of information provided by the staff to consumers and the accuracy of work conducted by staff;
- c. How their QMP defines the procedures and standards by which the bidder will maintain and evaluate its performance; and
- d. Their proposed approach to working with the Department to determine 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 bidder's achievement of contractual performance standards.

#### **6.2.4.8 Proposed Approach — Systems Interfaces** (see [Section 4.3](#))

The bidder should describe in narrative format how their organization will meet the Systems Interfaces requirements as outlined in RFP [Section 4.3](#). Specifically, the bidder should provide the following in their narrative:

- a. Their proposed approach to providing and managing a Secure File Transfer Protocol (SFTP) solution accessible to the Department, health plans, and local districts for the exchange of files to support contract-related activities;
- b. Their proposed approach for providing a weekly report on all data transfers occurring through the integration interfaces to the Department;
- c. Their proposed approach to amend and expand scripts and notices, and to develop process and protocols to accommodate assessment activities described throughout RFP Section 4.1;
- d. Confirmation of their acceptance to, where required, provide a telehealth modality approved by the Department and in accordance with applicable laws and through a HIPAA secure platform;
- e. Their proposed approach to develop an interface with the UAS-NY system and receive and process a monthly reassessment roster file; and
- f. Their proposed approach to ensure any information technology (IT) and application services provided to the Department by the bidder comply with the security and privacy policies and controls outlined in this RFP and all other applicable New York State and deferral laws, regulations, policies, and standards for IT systems that transfer, process, or store Department data, including but not limited to the HIPAA and Omnibus Final Rule. This proposed approach should also verify compliance with security and privacy requirements by providing the Department with documentation and artifacts that validate applicable standards and controls are in place.

#### **6.2.4.9 Proposed Approach – Performance Standards** (see [Section 4.15](#))

The bidder should describe in narrative format how their organization will meet designated performance standards established to provide timely and high-quality assessments to consumers.

### **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.

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.

## 7.0 PROPOSAL SUBMISSION

A proposal consists of three distinct parts: (1) the Administrative Proposal, (2) the Technical Proposal, and (3) the Cost Proposal. Proposals should be submitted in all formats as prescribed below.

Submit a complete Proposal via email to: [OHIPContracts@health.ny.gov](mailto:OHIPContracts@health.ny.gov) with the subject “Offer RFP #C041977: New York State Independent Assessor Program Services. Include, as attachments to the email, three complete distinct standard searchable PDF files with copy/read permissions only, labeled “Administrative Proposal”, “Technical Proposal” and “Cost Proposal”.

	<b>Electronic Submission</b>
<b>Administrative Proposal</b>	2 email PDF(s) labeled “Administrative Proposal” containing a standard searchable PDF file with copy/read permissions only.
<b>Technical Proposal</b>	2 email PDF(s) labeled “Technical Proposal” containing a standard searchable PDF file with copy/read permissions only.
<b>Cost Proposal</b>	2 email PDF(s) “Cost Proposal” containing standard searchable PDF file(s) with copy/read permissions only.

1. Submit three (3) separate, searchable, and open and permission password protected, PDF proposals in three (3) separate emails to: [insert BML]. Use this naming convention for the subject line of each email: <Type of Proposal Submission, Bidder Name, RFP#C041977>.
2. Include, as attachment to each email, the distinct PDF file labeled “Administrative Proposal”, “Technical Proposal”, or “Cost Proposal” followed by Company name and RFP number. Example: “Technical Proposal Submission, ABC Company, RFP#12345”.
3. All electronic bid submissions should be clear and include page numbers at the bottom of each page.
4. All electronic bid submissions should be in PDF Optical Character Recognition (OCR) searchable format.
5. The body of the email should also include the password to the file, contact information, and indicate the total number of pages intended, and, where indicated, each subset of pages listed. **Example: Administrative Proposal 14 pages total, Attachment 3 – 1 page.**
6. A font size of eleven (11) points or larger should be used. All submitted documents should contain appropriate header and footer information.
7. 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 2 business days to respond to such requests and must certify the resubmission is identical to the original submission.
8. Where signatures are required, the proposals should have a handwritten signature (wet ink) and be signed in blue ink. A scan of the handwritten (wet ink) signature can be used for electronic submission in the PDF. The Department reserves the right to request hard copy originals of all signature pages at any time.
9. The Department discourages overly lengthy Bids. Therefore, marketing brochures, user manuals or other materials beyond that sufficient to present a complete Bid, are not desired and will not be reviewed or evaluated. Elaborate artwork or expensive paper is not necessary or desired. In order for the Department to evaluate bids fairly and completely, all Bids should follow the format described in this RFP and provide all requested information and no extraneous or additional information or material.

10. Audio and/or videotapes are not allowed. Any submitted audio or videotapes will be ignored by the evaluation teams.

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. The Bidder shall have 2 business days to respond to such requests and must certify the resubmission is identical to the original submission. Hardcopy will prevail.

Submission of proposals in a manner other than as described in these instructions will not be accepted.

**The proposal must be received by the Department, no later than the Deadline for Submission of Proposals specified in [Section 1.](#), (Calendar of Events). Late bids will not be considered.**

### **7.1 No Bid Form**

Bidders choosing not to bid are requested to complete the No-Bid form, [Attachment 2.](#) Although not mandatory, such information helps the Department direct solicitations to the correct bidding community.

## **8.0 METHOD OF AWARD**

### **8.1 General Information**

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

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

The evaluation process will be conducted in a comprehensive and impartial manner, as set forth herein, by an Evaluation Committee. The Technical Proposal and compliance with other RFP requirements (other than the Cost Proposal) will be weighted **70%** of a proposal’s total score and the information contained in the Cost Proposal will be weighted **30%** of a proposal’s total score.

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

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

- (1) lowest cost and
- (2) proposed percentage of M/WBE participation.

## 8.2 Submission Review

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

## 8.3 Technical Evaluation

The evaluation process will be conducted in a comprehensive and impartial manner. A Technical Evaluation Committee comprised of Program Staff of The Department will review and evaluate all proposals.

Proposals will undergo a preliminary evaluation to verify Minimum Qualifications to Propose ([Section 3.1](#)).

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

The scores will be normalized by using the following formulas:

$$Z = (X/Y)*70$$

X is the average raw technical score of the proposal being scored;

Y is the average raw technical score of the highest raw Technical Proposal; and

Z is the Total Technical Score.

The Technical Proposal evaluation is **70% (up to 70 points)** of the final score.

## 8.4 Cost Evaluation

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

The Cost Proposals will be scored based on a maximum cost score of 30 points. The maximum cost score will be allocated to the Cost Proposal with the lowest all-inclusive not-to-exceed maximum price. All other responsive proposals will receive a proportionate score based on the relation of their Cost Proposal to the Cost Proposal(s) offered at the lowest final cost, using this formula:

$$C = (A/B)* 30$$

A is Total price of lowest Cost Proposal;

B is Total price of Cost Proposal being scored; and

C is the Cost score.

The Cost Proposal evaluation is **30% (up to 30 points)** of the final score.

## **8.5 Composite Score**

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

## **8.6 Reference Checks**

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

## **8.7 Best and Final Offers**

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

## **8.8 Award Recommendation**

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

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

## ATTACHMENTS

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

1. [Bidder's Disclosure of Prior Non-Responsibility Determinations](#)
2. [No-Bid Form](#)
3. [Vendor Responsibility Attestation](#)
4. [Vendor Assurance of No Conflict of Interest or Detrimental Effect](#)
5. [Guide to New York State DOH M/WBE Required Forms & Forms](#)
6. [Encouraging Use of New York Businesses in Contract Performance](#)
7. [Bidder's Certified Statements](#)
8. [DOH Agreement](#) (Standard Contract)
9. [References](#)
10. [Diversity Practices Questionnaire](#)
11. [Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination](#)
12. [Executive Order 16 Prohibiting Contracting with Business Conducting Business in Russia](#)
13. [Attachment 14 – State Finance Law 139M Attestation Gender Based Violence](#)

The following attachments are attached and included in this RFP:

- A. Proposal Document Checklist
- B. Cost Proposal
- C. Exhibit A – Data for Users/Assessments Performed in New York (by County) from Jan 2023 – Mar 2024

**ATTACHMENT A  
PROPOSAL DOCUMENT CHECKLIST**

Please reference [Section 7.0](#) for the appropriate format and quantities for each proposal submission.

<b>RFP C041977 – New York State Independent Assessor Program Services</b>		
<b>FOR THE ADMINISTRATIVE PROPOSAL</b>		
<b>RFP §</b>	<b>SUBMISSION</b>	<b>INCLUDED</b>
§ 6.1.1	Attachment 1 - Bidder's Disclosure of Prior Non-Responsibility Determinations	<input type="checkbox"/>
§ 6.1.2	Freedom of Information Law – Proposal Redactions (If Applicable)	<input type="checkbox"/>
§ 6.1.3	Attachment 3 - Vendor Responsibility Attestation	<input type="checkbox"/>
§ 6.1.4	Attachment 4 - Vendor Assurance of No Conflict of Interest or Detrimental Effect	<input type="checkbox"/>
§ 6.1.5	M/WBE Participation Requirements:	<input type="checkbox"/>
	Attachment 5 - Form 1	<input type="checkbox"/>
	Attachment 5 - Form 2 (If Applicable)	<input type="checkbox"/>
	Attachment 5 - Form 4	<input type="checkbox"/>
	Attachment 5 - Form 5 (If Applicable)	<input type="checkbox"/>
§ 6.1.6	Attachment 6 - Encouraging Use of New York Businesses	<input type="checkbox"/>
§ 6.1.7	Attachment 7 - Bidder's Certified Statements	<input type="checkbox"/>
§ 6.1.8	Attachment 9 - References	<input type="checkbox"/>
§ 6.1.9	Attachment 10 - Diversity Practices Questionnaire	<input type="checkbox"/>
§ 6.1.10	Attachment 11 - EO 177 Prohibiting Contracts with Entities that Support Discrimination	<input type="checkbox"/>
§ 6.1.11	Attachment 12 – EO 16 Contracting with Businesses Conducting Business in Russia	<input type="checkbox"/>
§ 6.1.12	State Finance Law Consultant Disclosure	<input type="checkbox"/>
§ 6.1.13	Sales and Compensating Use Tax Certification	<input type="checkbox"/>
§ 6.1.14	Gender-Based Violence and the Workplace Certification	<input type="checkbox"/>
<b>FOR THE TECHNICAL PROPOSAL</b>		
<b>RFP §</b>	<b>SUBMISSION</b>	<b>INCLUDED</b>
§ 6.2.1	Title Page	<input type="checkbox"/>
§ 6.2.2	Table of Contents	<input type="checkbox"/>
§ 6.2.3	Documentation of Bidder's Eligibility (Requirement)	<input type="checkbox"/>
§ 6.2.4	Technical Proposal Narrative	<input type="checkbox"/>

<b>FOR THE COST PROPOSAL REQUIREMENT</b>		
<b>RFP §</b>	<b>REQUIREMENT</b>	<b>INCLUDED</b>
§ 6.3	Attachment B – Cost Proposal	<input type="checkbox"/>