

**New York State Department of Health  
RFP #C042527: Asset Verification Services**

*Questions and Answers Posted: January 23, 2026*

Question #	Corresponding RFP Section	Question	Answer
1.	General	<p>May the Contractor leverage supplemental New York and federal/public datasets to support eligibility determinations—such as NYC ACRIS/NYC Dept. of Finance property/tax records, county clerk deed/mortgage indices, NYS Dept. of State UCC filings, NYS Dept. of Taxation and Finance tax warrants/liens, NYS Office of the State Comptroller Unclaimed Funds, Office of Court Administration judgments, and interstate matching resources like PARIS and the National Accuracy Clearinghouse (NAC) where authorized?</p> <p>Please advise of any restrictions or disallowed sources.</p>	<p>This RFP is specific to financial institution accounts and real property searches. If the contractor has approved access to these data sources for this information, (e.g. has contracts with any of these entities), then they can leverage their access rights, and these data sources should be identified in the bidder's Technical Proposal. The New York State Department of Health will not be granting access to any of these databases.</p> <p>The Department is not aware of any restrictions or disallowed sources regarding information about financial institution accounts or real property.</p>
2.	Section 2.1: Introductory Background, Paragraph 4 (Page 4 of RFP)	<p>The AVS portal is a web-based portal maintained by the Contractor and is housed outside of the WMS and MECM systems. In addition to the results returned to the portal, the Department also requires that data results for Downstate cases be sent to the Downstate EDITS System via batch file for review and storage within its system.</p> <p>Does the Agency have plans to eventually directly integrate all interfaces?</p>	<p>Yes, the Agency does plan to eventually directly integrate all interfaces, but this will be a multiyear process and there is no current anticipated date for completion of this.</p>
3.	Section 4.1: Tasks/Deliverables, Subsection 3.ii (Page 7 of RFP)	<p>The AVS shall flag occurrences that meet the criteria in the system and electronically notify the Department or its designees through the AVS portal, via a batch file sent to the Downstate EDITS system, and to the Medicaid Eligibility and Client Management System (MECM).</p>	<p>Since Downstate EDITS and MECM do not actively use the AVS portal, the expectation would be for a flag to be sent within the return batch file as well as in the AVS Portal.</p>

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		Does the Agency want a flag sent back within each batch file or will the flag only be displayed in the AVS portal maintained by the Contractor?	
4.	Section 4.1: Tasks/Deliverables, Subsection 3.iii (Pages 7-8 of RFP)	Please confirm whether "Real Property Verification" includes Department of Motor Vehicles (DMV) title/registration data in addition to real estate records.	Real Property Verification does not include DMV records.
5.	Section 4.1: Tasks/Deliverables, Subsection 3.iii (Pages 7-8 of RFP)	If DMV data is not included in "Real Property Verification," would the Department accept it as an optional, separately priced verification add-on?	No. The Department will not accept any separately priced add-ons. Bidders must adhere to the format and content requirements as set forth in Attachment B: Cost Proposal.
6.	Section 4.1: Tasks/Deliverables, Subsection 3.iii (Pages 7-8 of RFP)	For real property, would the Department welcome an optional, separately priced enhancement to calculate estimated home equity (e.g., using mortgage/lien balance information), or should the base scope be ownership/transactions only?	No. The Department will not accept any separately priced add-ons. Bidders must adhere to the format and content requirements as set forth in Attachment B: Cost Proposal.  The base scope of information should include ownership/transactions/recent property value.
7.	Attachment 6: Encouraging Use of New York Businesses	Please confirm whether Attachment 6 ('Encouraging Use of New York Businesses') will be reviewed for informational purposes only and whether it is accounted for as part of the scored evaluation.	This attachment will not be reviewed by the Technical or Cost Evaluation teams as part of the evaluation of proposals.  However, bidders should include this attachment as part of their Administrative Proposal as outlined in Section 6.1.6.
8.	Attachment 8: DOH Agreement, NYSDOHA Appendix, Section IX. General Specifications, Subsection E. Ownership Clauses	As our organization is a SaaS solution provider and not a custom development firm, the following revisions to the DOH Agreement are requested:  <b>Original Language:</b> This is a "Work for Hire" Contract. The DEPARTMENT will be the sole owner of all source code and any software which is developed for use in any application software provided to the DEPARTMENT as a part of this Contract.  <b>Proposed Language:</b> This is not a "Work for Hire" Contract. The CONTRACTOR is the sole owner of all source code and any software	The Department declines to incorporate the proposed language.

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		<p>which is developed for use in any application software provided to the DEPARTMENT as a part of this Contract, as set forth in Paragraph W of Appendix F, hereto.</p>	
9.	Attachment 8: DOH Agreement, NYSDOHA Appendix, Section IX. General Specifications, Subsection F. Confidentiality Clause	<p>Our organizing is requesting the following revision to the confidentiality provision to include mutual confidentiality obligations:</p> <p><b>Original Language:</b> The CONTRACTOR, its officers, agents and employees and subcontractors shall treat all information which is obtained by it through its performance under this CONTRACT, as confidential information to the extent required by the laws and regulations of the United States and laws and regulations of the State of New York.</p> <p><b>Proposed Language:</b></p> <p>1. Each Party (the "Receiving Party") agrees to treat as confidential all non-public, confidential, or proprietary information obtained from the other Party (the "Disclosing Party") in connection with or as a result of the performance of this Contract ("Confidential Information"), and to use such Confidential Information solely for purposes of performing its obligations or exercising its rights under this Contract.</p> <p>2. Each Receiving Party shall protect the Disclosing Party's Confidential Information using the same degree of care it uses to protect its own confidential information of like kind, but in no event less than reasonable care, and shall not disclose such Confidential Information to any third party except as permitted under this Contract or required by law.</p> <p>3. Confidential Information shall not include information that: (i) is or becomes publicly available through no fault of the Receiving Party; (ii) was lawfully known to the Receiving Party prior to disclosure; (iii) is independently developed by the Receiving Party without use of or</p>	The Department declines to incorporate the proposed language.

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		<p>reference to the Confidential Information; or (iv) is lawfully obtained from a third party without restriction.</p> <p>4. Notwithstanding the foregoing, the DEPARTMENT's disclosure obligations shall be subject to the New York Freedom of Information Law ("FOIL"), Public Officers Law Article 6, and other applicable state and federal laws and regulations. The CONTRACTOR acknowledges that information submitted to the DEPARTMENT may be subject to disclosure under FOIL unless properly exempted. The DEPARTMENT shall take reasonable steps, consistent with applicable law, to notify the CONTRACTOR prior to disclosure of Confidential Information designated as exempt from disclosure.</p> <p>5. The obligations of this Section shall survive the expiration or termination of this Contract.</p>	
10.	Attachment 8: DOH Agreement, NYSDOHA Appendix, Section IX. General Specifications, Subsection L. Force Majeure	<p>Our organization is requesting the following revision such that if the Department unilaterally revises material terms or pricing, our organization may walk away from the contract:</p> <p><b>Original Language:</b> In addition, the DEPARTMENT reserves the right, at its sole discretion, to make an equitable adjustment in the Contract Terms and/or pricing should extreme and unforeseen volatility in the marketplace affect pricing or the availability of supply. "Extreme and unforeseen volatility in the marketplace" is defined as market circumstances which meet the following criteria: (a) the volatility is due to causes outside the control of the CONTRACTOR; (b) the volatility affects the marketplace or industry, not just the particular source of supply utilized for performance of this Contract; (c) the effect on pricing or availability of supply is substantial; and (d) the volatility so affects the CONTRACTOR'S performance that continued performance of this Contract would result in a substantial loss.</p>	The Department declines to incorporate the proposed language.

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		<p><b>Proposed Language:</b>            In addition, the DEPARTMENT reserves the right, at its sole discretion, to make an equitable adjustment in the Contract Terms and/or pricing should extreme and unforeseen volatility in the marketplace affect pricing or the availability of supply. "Extreme and unforeseen volatility in the marketplace" is defined as market circumstances which meet the following criteria:            (a) the volatility is due to causes outside the control of the CONTRACTOR;            (b) the volatility affects the marketplace or industry, not just the particular source of supply utilized for performance of this Contract;            (c) the effect on pricing or availability of supply is substantial; and            (d) the volatility so affects the CONTRACTOR'S performance that continued performance of this Contract would result in a substantial loss, provided, however, that the CONTRACTOR may terminate this Contract without penalty in the event it determines, at its sole discretion, that continued performance under the adjusted Contract Terms and/or pricing is not in its best interests.</p>	
11.	Attachment 8: DOH Agreement, NYSDOHA Appendix, Section IX. General Specifications	<p>Our organization requests to add the following industry-standard limitation of liability language:</p> <p><b>Proposal Language:</b>            Q. Limitation of Liability</p> <p>1. Except with respect to CONTRACTOR's data security, privacy, or breach notification obligations, to the fullest extent permitted by applicable law, and except as expressly provided below, the total cumulative liability of the CONTRACTOR arising out of or related to this Contract, whether in contract, tort (including negligence), strict liability, or otherwise, shall not exceed an amount equal to the total fees paid or payable to the CONTRACTOR under this Contract during the twelve (12)</p>	<p>The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.</p>

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		months immediately preceding the event giving rise to the claim.	
12.	Attachment 8: DOH Agreement, Appendix F: Technology Terms and Conditions	<p>Our organization request the following language revision to Appendix F to align with best practice standards:</p> <p><b>Original Language:</b>  3. Utilize industry best practices and technology (including appropriate firewall protection, intrusion prevention tools, and intrusion detection tools) to protect, safeguard, and secure the System and DEPARTMENT Data against unauthorized access, use, and disclosure. CONTRACTOR shall constantly monitor for any attempted unauthorized access to, or use or disclosure of, any of such materials and shall immediately take all necessary and appropriate action in the event any such attempt is discovered, promptly notifying the Office of Information Technology Service’s Enterprise Information Security Officer (ITS EISO) of any material or significant breach of security with respect to any such materials.</p> <p><b>Proposed Language:</b>  3. Utilize industry standard practices and technology (including appropriate firewall protection, intrusion prevention tools, and intrusion detection tools) to protect, safeguard, and secure the System and DEPARTMENT Data against unauthorized access, use, and disclosure. CONTRACTOR shall constantly monitor for any attempted unauthorized access to, or use or disclosure of, any of such materials and shall immediately take all necessary and appropriate action in the event any such attempt is discovered, promptly notifying the Office of Information Technology Service’s Enterprise Information Security Officer (ITS EISO) of any material or significant breach of security with respect to any such materials.</p>	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.