

**Request for Proposals**  
**RFP #20524**  
**New York State Fiscal Intermediary Services**

**AMENDMENT #3**

**August 7, 2024**

The following are official modifications, which are hereby incorporated into Request for Proposals (RFP) #20524: New York State Fiscal Intermediary Services.

The information contained in the Amendment prevails over the original RFP language and Amendments #1 and #2 to this RFP. For all amendments below, deleted language appears in strikethrough (“~~xxx~~”) and added or revised language appears in **red, bold and underlined text**. Bidders should review all documents in their entirety to ensure all amended language is incorporated into proposals.

**Title Page (Page 1 of RFP)**

**DESIGNATED CONTACT:**

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

~~Sue Mantica  
Bureau of Contracts  
New York State Department of Health  
Corning Tower, Room 2827  
Governor Nelson A. Rockefeller Empire State Plaza  
Albany, New York 12237  
Telephone: 518-474-7896  
Email Address: [sue.mantica@health.ny.gov](mailto:sue.mantica@health.ny.gov)~~

**Eryn Keefe**  
**Bureau of Contracts**  
**New York State Department of Health**  
**Corning Tower, Room 2827**  
**Governor Nelson A. Rockefeller Empire State Plaza**  
**Albany, New York 12237**  
**Telephone: 518-408-7765**  
**Email Address: [Eryn.Keefe@health.ny.gov](mailto:Eryn.Keefe@health.ny.gov)**

**PERMISSIBLE SUBJECT MATTER CONTACT:**

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

Michael Lewandowski  
New York State Department of Health  
Office of Health Insurance Programs  
Division of Finance and Rate Setting  
Telephone: 518-473-4657  
Email Address: [OHIPContracts@health.ny.gov](mailto:OHIPContracts@health.ny.gov)

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### 3.1 Minimum Qualifications

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

- a) An entity capable of performing statewide fiscal intermediary services with demonstrated cultural and language competencies specific to the population of consumers and those of the available workforce with experience serving individuals with disabilities and as of April 1st, 2024, is providing services as a fiscal intermediary on a statewide basis in at least one other state. **For the purposes of this minimum qualification, “statewide basis in at least one other state” means that the entity is currently engaged in a contract with the single State agency established or designated to administer or supervise the administration of the State’s Medicaid program in a state other than New York, to be a provider of fiscal intermediary services throughout the entire geographic area of the subject state.**
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#### 4.1. Required Fiscal Intermediary Services

- e) Maintaining personnel records for each PA, including time records and other documentation needed for wages and benefit processing and a copy of the medical documentation required above by 4.1.(b) ~~(b)~~ **(d)** as well as documentation, where applicable, of completed background checks and completed training requirements;
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#### 4.3 Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements

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

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

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

##### 1. **Initial Transition**

**The Contractor will be required to transition all consumers and their personal assistants from their current fiscal intermediaries to the Statewide Fiscal Intermediary. For the purposes of Section 5.4.3, Initial Transition Activities are limited to:**

- **Executing agreements with subcontractors and managed care plans;**
- **Contacting every managed care plan and Local Department of Social Services to determine the consumers that need to be transitioned and the fiscal intermediaries they currently work with;**
- **Contacting each consumer to educate them about the transition;**
- **Assisting consumers with educating their personal assistants about the transition;**
- **Hosting in-person or virtual informational sessions to provide information about the transition in a culturally competent manner;**
- **Onboarding personal assistants including enrolling in direct deposit and transferring documentation from the current fiscal intermediary;**
- **Specialized assistance for vulnerable subpopulations, e.g., people with disabilities, children, and limited English proficiency;**

- Developing and disseminating of any other public information relevant to the consumers, personal assistants, managed care plans and Local Departments of Social Services

Upon award, the selected Statewide Fiscal Intermediary will be required to share an itemized transition plan with the Department.

Per Section 4.0 of the RFP, subcontractors may assist with the transition provided the subcontracted responsibilities are permitted by the contract.

The PMPM will be paid only for those consumers fully transitioned to the Statewide FI by the end of each month. See Section 5.4 for additional Payment terms.

## 2. Transition-Out

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

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

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

The awarded Statewide FI is required to develop a work plan and timeline to securely and smoothly transfer any data and records generated from the inception of the Contract through the end of the contract to the Department or another Departmental agent should that be required during or upon expiration of its contract. The plan and documentation must be submitted to the Department no later than six (6) months before the last day of its contract with the Department of Health or upon request of the Department.

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## **5.4 Payment**

The Contract awarded under this RFP will authorize the bidder to provide Fiscal Intermediary Services to consumers enrolled in the NY-Medicaid Consumer Directed Personal Assistance Program. In operating as the Statewide FI, the Statewide FI will be reimbursed for ~~both~~ the following: 1) Administrative Costs; ~~and~~ 2) Direct Care Service Costs; ~~and~~ 3) Initial Transition Costs.

### **1. Administrative Costs**

- Payment for Administrative Costs will be based on the Contractor's Proposed Per Member Per Month (PMPM) price included in its submitted Attachment F: Cost Proposal. The Proposed PMPM will be an all-inclusive price to complete all FI Statewide Administrative functions through the resulting contract-, excluding the Initial Transition Costs as identified in Sections 4.10.1 and 5.4.3 of the RFP. The Contractor will not be reimbursed separately by NYS or any other entity for any Administrative Services outside of its Proposed PMPM for Administrative Costs and the proposed PMPM for Initial Transition Costs bid under this RFP;
- FI Administrative Costs will be reimbursed monthly in accordance with the policies in effect on the date the services are rendered.

### **2. Direct Care Service Costs**

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

### 3. Initial Transition Costs

- Payment for the Initial Transition Costs will be made monthly based on the Contractor's Proposed Per Member Per Month (PMPM) price for Initial Transition Costs included in its submitted Attachment F: Cost Proposal. The Proposed PMPM for Initial Transition Costs will be an all-inclusive price to complete all Initial Transition activities as identified in Section 4.10.1 of the RFP.
- The awarded Contractor will only be able to bill for Initial Transition Costs within the first twelve (12) months of the resulting contract and such costs will be reimbursed separately from the PMPM price for Administrative Costs identified in Section 5.4.1 above.
- The Initial Transition Costs PMPM should include only the transition activities outlined in Section 4.10.1:
- Initial Transition Costs will be paid monthly based on the actual number of consumers fully transitioned to the Contractor from other fiscal intermediaries. The transition PMPM will not be paid for consumers that are new to CDPAP and not transitioning from another fiscal intermediary.

Payment of invoices and/or vouchers for initial transition costs 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 for initial transition costs will be:

The contractor shall submit invoices and/or vouchers to the State's designated payment office:

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

Subject: Unit ID 3450445 Contract # TBD

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

NYS Department of Health Unit ID 3450445  
c/o NYS OGS BSC Accounts Payable Building 5, 5th Floor  
1220 Washington Ave.  
Albany, NY 12226-1900

Payment for invoices and/or vouchers submitted by the CONTRACTOR shall 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 shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall 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-vendors> 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, 9th Floor Albany, NY 12236

Payment of such invoices and/or vouchers for the initial transition costs by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms will be as outlined in the Initial Transition Costs above.

The Contractor will be required to provide detailed reports with its invoices that contain documentation supporting its transition efforts. This supporting documentation should include, but is not limited to: the consumer's last name and first initial, managed care plan/LDSS, fiscal intermediary transitioning from and effective date of transition.

Monthly invoices for initial transition costs will be due thirty (30) calendar days after the end of the month and must be accompanied by the supporting documentation outlined above. Invoices that are submitted without this supporting documentation, will not be processed for payment. Additional information must be made available upon request of the DOH.

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## 5.8 DOH's Reserved Rights

The Department of Health reserves the right to:

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

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## 6.2 Technical Proposal

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

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

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

- An entity capable of performing statewide fiscal intermediary services with demonstrated cultural and language competencies specific to the population of consumers and those of the available workforce with experience serving individuals with disabilities and as of April 1st, 2024, is providing services as a fiscal intermediary on a statewide basis in at least one other state. **For the purposes of this minimum qualification, “statewide basis in at least one other state” means that the entity is currently engaged in a contract with the single State agency established or designated to administer or supervise the administration of the State’s Medicaid program in a state other than New York, to be a provider of fiscal intermediary services throughout the entire geographic area of the subject state.**

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### 6.2.F.1. Required Fiscal Intermediary Scope of Work

2. Describe the ability and experience the bidder has in serving members with disabilities **and the senior population.**

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### 6.3 Cost Proposal

The Contract awarded under this RFP will authorize the bidder to provide Fiscal Intermediary Services to consumers enrolled in the NY-Medicaid Consumer Directed Personal Assistance Program. In operating as the Statewide FI, the Statewide FI will be reimbursed for ~~both~~ **the following**: 1) Administrative Costs; ~~and~~ 2) Direct Care Service Costs; ~~and~~ 3) **Transition Costs**. However, bidders are only required to propose an ~~single~~ all-inclusive Per Member Per Month (PMPM) price for the Administrative **Costs and an all-inclusive PMPM for Initial Transition Costs** identified in this RFP. **Direct Care Service Costs will be reimbursed separately from the Administrative Costs outlined above, according to the contracts with the managed care organization or the Fee For Service (FFS) Fee Schedule for FFS Members.**

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

The bidder shall use the information provided within this RFP, including current served populations described in the appendices, as well as its knowledge of New York and experience in other States to complete Attachment F: Cost Proposal. Within Attachment F, bidders must provide ~~two~~ **single** all-inclusive **prices; one all-inclusive** Per Member Per Month (PMPM) price to complete all FI Statewide Administrative functions through the resulting contract; ~~and one all-inclusive PMPM price to complete all Initial Transition activities as outlined in Section 4.10.1 of the RFP. The Contractor will only be able to bill for the Initial Transition Costs within the first twelve (12) months of the contract.~~ The Contractor will not be reimbursed separately by NYS or any other entity for any Administrative Services outside of its proposed ~~single~~ all-inclusive PMPM **for Administrative functions and its all-inclusive PMPM for Initial Transition Costs** bid under this RFP. ~~This~~ **The** ~~single~~ all-inclusive PMPM **for Administrative functions and the all-inclusive PMPM for Initial Transition Costs** will be for all populations in all regions and must consider all aspects and functions of the Statewide FI.

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

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

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**Attachment B: Bidder’s Demonstration of Eligibility to Submit a Bid** is replaced in its entirety with **Revised** Attachment B: Bidder’s Demonstration of Eligibility to Submit a Bid and should be utilized by all Bidders when responding

to this RFP. The **Revised** Attachment B: Bidder's Demonstration of Eligibility to Submit a Bid can be found on the following pages.

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**Attachment F: Cost Proposal** is replaced in its entirety with **Revised** Attachment F: Cost Proposal and should be utilized by all Bidders when responding to this RFP. The **Revised** Attachment F: Cost Proposal can be found on the following pages.

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**Revised ATTACHMENT B**

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

**BIDDER NAME:** \_\_\_\_\_

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

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

Name of State(s): \_\_\_\_\_

State Representative Contact Information:

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

In each DOH MLTC Rate Setting Region, bidder will subcontract with each service center for independent living (ILC) under section 1121 of the New York State Education Law **that has been providing fiscal intermediary services since** prior to January 1, 2024 **or earlier**;

In each DOH MLTC Rate Setting Region, bidder will subcontract with an at **least one** entity that has been established as a **providing** fiscal intermediary **services since** prior to January 1, 2012 and has been continuously providing services for CDPAP individuals under SSL § 365-f;

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

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

**Joint Employment Attestation:**

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

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

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



**Revised ATTACHMENT F  
COST PROPOSAL**

Bidders shall use the information provided within this RFP, including current served populations described in the appendices, as well as its knowledge of New York and experience in other States to complete the Cost Proposal.

Bidders must provide ~~two a single all-inclusive~~ **prices; one all-inclusive** Per Member Per Month (PMPM) price to complete all FI Statewide Administrative functions through the resulting contract; **and one all-inclusive PMPM price to complete all Initial Transition activities. The Contractor will only be able to bill for the Initial Transition Costs within the first twelve (12) months of the contract for only those consumers who have fully transitioned to the Statewide FI Contractor from other fiscal intermediaries.**

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

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

Bidder's Name: \_\_\_\_\_

1. Bidder's Proposed PMPM to complete all FI Statewide **Administrative** Functions, **excluding Initial Transition Costs**: \$ \_\_\_\_\_

2. **Bidder's Proposed PMPM to complete all Initial Transition Costs** \$ \_\_\_\_\_

By signing this Cost Proposal, bidder agrees that the Proposed PMPM **for Administrative functions and Proposed PMPM for Transition Costs** ~~is~~ **are** binding for 365 days from the proposal due date.

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Bidder's Authorized Signature: \_\_\_\_\_