

New York State Department of Health
Office of Health Insurance Programs
Request for Proposals (RFP) #C040633: Enrollment Broker
Questions and Answers Posted [4/24/2025]

Question #	Corresponding RFP Section	Question	Answer
1	General Question	Will the Department provide historical and current volume and average handle time data for inbound and outbound Helpline call volumes, mailings, and enrollment transactions to enable the most advantageous pricing to NYS?	Please see Amendment #5, Attachment E for requested volumes. Please note average handling time for outbound calls is not tracked and cannot be provided.
2	General Question	Please clarify how the Department's Medicaid Eligibility Continuing Modernization plan and the State's plan to transition the dual-eligible population and most consumers over the age of 65 to the modern system in the Fall of 2025 will impact the enrollment broker services requested, including but not limited to impact to volume expectations.	The Medicaid Eligibility and Client Management (MECM) system is expected to have a limited impact on Enrollment Broker services in the short term, and a larger impact in the long term. For example, the plan selection for the MLTC population will not be handled by MECM for a number of years.
3	General Question	Please clarify how the transition of the remaining Non-MAGI population to the modern system will impact the enrollment broker services requested, including but not limited to impact to volume expectations.	The transition of the Non-MAGI population will begin with those who are "well" duals. These individuals are nearly all Medicaid FFS with Medicare and are voluntary for enrollment into the Integrated Benefits for Dually Eligible Enrollees Program. Therefore, transitioning this population is expected to have a negligible impact on Enrollment Broker activities as these individuals are not enrolled in Managed Care, and very few individuals elect to enroll in IB-Dual from this population.
4	General Question	Please clarify if bidders will be required to develop and maintain a website for the Enrollment Broker services described in the RFP.	Please see Amendment # 5, section 4.2.8
5	General Question	Please detail what functionality bidders will be required to develop and maintain for the Enrollment Broker website.	Please see response to Question #4.
6	General Question	Please provide monthly inbound call statistics (e.g., inbound call volumes, abandonment rate, average speed to answer, etc.).	Please see Amendment #5, Attachment E for requested volumes.
7	General Question	Please provide monthly outbound call statistics.	Please see Amendment #5, Attachment E for requested volumes.
8	General Question	Please provide monthly field/outreach statistics broken out by region (e.g., number of presentations etc.).	Please see Amendment #5, Attachment E for requested volumes.
9	General Question	Please provide monthly volumes of each type of letter/notice/material mailed by the contractor.	Mailing will be contingent on the letter in question being mailed. Please see Amendment #5, Attachment E for requested volumes.
10	General Question	Please provide samples of current mailing materials so that bidders may properly estimate costs.	Current samples will not be provided to the bidding community. Please see Amendment #5, Attachment E for requested volumes.
11	General Question	Please provide monthly volumes of inbound documents received by type.	This is not a core enrollment broker services anticipated by the awarded contractor, therefore The Department will not provide monthly volumes of inbound documents.
12	General Question	Please provide the current auto-assignment rate for New York City.	This is not relevant for the submission of bids. This information will be shared with the resulting contractor after award.
13	General Question	Please provide the current auto-assignment rate for non-New York City areas.	This is not relevant for the submission of bids. This information will be shared with the resulting contractor after award.
14	General Question	Please define the exempt population.	See the Medicaid Managed Care:Exclusions and exemptions list on the Department's website here: https://www.health.ny.gov/health_care/managed_care/plans/mc_excl_exempt_chart.htm
15	General Question	Is the excluded population the same as the exempt population? If not, please define the excluded population.	See the Medicaid Managed Care:Exclusions and exemptions list on the Department's website here: https://www.health.ny.gov/health_care/managed_care/plans/mc_excl_exempt_chart.htm

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16	General Question	What counties are mandatory, voluntary, or excluded?	Please see Attachment D, Section D.3. Current Enrollment Broker Services which identifies the mandatory and non mandatory counties for enrollment broker participation.
17	General Question	Please provide a list of health plans by type (e.g., MLTC, HARP, MAP, etc.) by region.	Please see Attachment D, Section D.1 Medicaid Managed Care (MMC) Program which provides a link to the enrollment data for the Managed Care health plans and are broken down by county.
18	General Question	What counties operate a Mandatory Medicaid Managed Care program with an Enrollment Broker?	Please see Attachment D, Section D.3. Current Enrollment Broker Services which identifies the mandatory and non mandatory counties for enrollment broker participation.
19	General Question	Are the systems used by the Contractor required to be FedRAMP certified?	This is not a direct requirement under the resulting contract, but it is greatly encouraged that the Contractor's location where the solution or systems are hosted is FedRAMP authorized.
20	General Question	Other than eMedNY and WMS, are there any State-provided systems the Contractor will need to use? If so, please identify what these systems are and when the Contractor will use them.	Yes. The Contractor will need to access the Health Commerce System for activities like secure file transfers. Please see Amendment #5.
21	General Question	Are there any license fees associated with any State-provided systems?	No. There are no license fees to access State-provided systems.
22	General Question	Please confirm the Contractor does not have any responsibilities for the State's CHIP program. If the Contractor does have responsibilities for the CHIP Program, please expand on what these responsibilities are.	The Contractor does not have any responsibilities for the CHIP program under the resulting contract.
23	General Question	Please provide estimated dates for award, contract implementation and Go-Live.	The Department is anticipating notifying awardees in November of 2025 and the contract start date will be April 1st, 2026 for the current contractor or October 1st, 2026 if a non-incumbent vendor is awarded. Please see Amendment # 5 to RFP.
24	General Question	Please provide the staffing plan for the current Contractor, including FTEs by position.	This information will not be provided to the bidding community. Bidder's are able to submit a FOIL request at this link : https://www.health.ny.gov/regulations/foil/ . Bidders should reference section 4.9 for information related to staffing requirements.
25	General Question	How many State and LDSS users will need to access the Contractor's phone system?	Please see Amendment #5, Attachment E for requested volumes.
26	General Question	How many State and LDSS users will need to access the Contractor's CRM/enrollment system?	The Department does not expect the LDSS to have a business need to access the CRM. The number of State users will be driven by the need on a case-by-case basis. Please see Amendment #5, Attachment E for requested volumes.
27	General Question	Please provide a list of all file transactions the Contractor will receive.	The Contractor is expected to collaborate with the Department staff to determine the nature of the information contained in each file for transfer.
28	General Question	Please provide a list of all file transactions the Contractor will send.	The Contractor is expected to collaborate with the Department staff to determine the nature of the information contained in each file for transfer.
29	General Question	Please provide the average talk time for the current Contractor.	Please see Amendment #5, Attachment E for requested volumes.
30	General Question	What are the retention requirements for inbound paper documents (enrollment forms, correspondence, HRA forms, etc.) received from consumers?	Retention requirements are consistent with the State standard of 10 years.
31	General Question	Please confirm the Contractor is not responsible for sending member handbooks.	Correct. The Contractor is not responsible for sending out member handbooks.
32	General Question	Please identify what, if any, responsibilities the Contractor will have related to the New York State-Based Exchange?	The Contractor is expected to coordinate certain eligibility activities with the New York State of Health staff. Especially in cases where eligibility is being converted from NYSOH.

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33	General Question	Please confirm the Contractor is not responsible for developing and hosting a website.	Please see Amendment # 5, section 4.2.8.
34	General Question	Are there any instances when the Contractor would receive, store, or transmit FTI?	Yes, there are instances when the Contractor would receive, store, or transmit FTI.
35	General Question	Please provide sample monthly reports.	These sample templates will not be provided to bidders. Bidder's are able to submit a FOIL request at this link : https://www.health.ny.gov/regulations/foil/ , bidders should reference Section 4.10 for specific reporting requirements related to this RFP.
36	General Question	Please identify any major responsibilities of the current contractor as part of the current enrollment broker contract that are not included in this procurement.	This question is not relevant to a submission of bid under this RFP. The bidders should refer to section 4.0 for the scope of work under the resulting contract.
37	General Question	Please confirm the contractor will no responsibilities related to nursing staff doing field based assessments.	The Contractor will not be responsible for conducting assessments.
38	Section 1.0 Calendar of Events (Reponses to Written Questions Posted by The Department)	Given the scope of services and complexity of the Medicaid managed care program in New York, will the State allow a second round of written questions to be submitted following receipt of written responses on March 18, 2025?	No, The Department will not accept additional questions after reponses are posted on or around April 25th, 2025. See Amendment 4 to RFP.
39	Section 1.0 Calendar of Events (Reponses to Written Questions Posted by The Department)	Given the scope of services and complexity of the Medicaid managed care program in New York, will the State respectfully consider responding to written questions on a rolling basis so that bidders can incorporate information from responses into their proposals as early in the proposal development process as possible?	No, The Department will not accept additional questions after reponses are posted on or around April 25th, 2025. See Amendment 4 to RFP.
40	Section 1.0 Calendar of Events (Proposal Due Date)	Given the scope of services and complexity of the Medicaid managed care program in New York, will the State respectfully consider providing a 30-day extension for bidders to develop the most comprehensive and competitively priced proposal for the Department?	No, The Department will not provide an extension for bids for this request for proposals past the due date of May 16th, 2025. Please see Amendment 4.
41	Section 2.1 Introductory Background, A. Introduction	Is eMedNY the State's MMIS?	Yes, that is correct.
42	Section 2.1 Introductory Background, A. Introduction	Is the Contractor responsible for any file transfers with NySOH? If so, please identify if they are inbound or outbound and provide a file schedule.	Yes. File transfers will be both inbound and outbound. There is not a routine file schedule for inbound or outbound file transfers with NYSOH.
43	Section 2.1 Introductory Background, A. Introduction Section 4.4.1 Outreach Presentations	Please clarify whether the Contractor will be responsible for assisting consumers with recertifications and renewals.	The Contractor will not be responsible for assisting with Medicaid recertifications or renewals.
44	Section 2.1 Introductory Background, B. Program Background	Please identify which managed care plans are available in each region.	Please see Attachment D, Section D.1 Medicaid Managed Care (MMC) Program provides a link to the enrollment data for the Managed Care health plans and are broken down by county.
45	Section 2.3 Term of the Agreement	The RFP states that the term of the agreement begins April 1, 2026. The RFP also states that a new vendor would be given a six-month transition period. Please confirm that this means the transition period would start 4/1/26 and that the new contractor would begin providing services 10/1/26.	Yes, that is correct. Please see Amendment # 5.
46	Section 2.3 Term of the Agreement (Vendor originally labeled section as "Transition in Period")	To assess per-unit and monthly pricing effectively, would the Department consider introducing an implementation fee as a separate line item on the pricing sheet?	No, The Department will not accept separate line items on the cost proposal. Please see Amendment # 5 for additional information on implementation costs.
47	Section 3.1 Minimum Qualifications	Is it the Department's intent to require Bidders to meet all minimum requirements, which may be acquired concurrently?	Yes, that is correct.
48	Section 4.0 Scope of Work	Please clarify whether the Contractor currently performs evaluation/assessment and plan of care development activities.	Performing evaluations/assessments and developing plans of care are not part of the scope of work under the resulting contract. Please see Amendment # 5.
49	Section 4.0 Scope of Work	What plans are available to consumers under each plan type/program listed in this section of the RFP?	Please see Attachment D, Section D.1 Medicaid Managed Care (MMC) Program provides a link to the enrollment data for the Managed Care health plans and are broken down by county.

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50	Section 4.0 Scope of Work	What is the frequency with which the Contractor should anticipate changes (e.g. new plans, plan mergers, plan closures, etc.) to plans available under each of the plan types/programs listed in this section of the RFP?	The frequency of anticipated changes to plans will not be provided to bidders. Bidder's are able to submit a FOIL request at this link : https://www.health.ny.gov/regulations/foil/ .
51	Section 4.0 Scope of Work	Please define the Contractor's responsibilities for the Care Management for All Initiative. How do these responsibilities differ from the Enrollment Broker responsibilities described throughout the RFP.	These services are not included in the scope of work under this RFP, and therefore this question is not relevant to a submission of bid under this RFP.
52	Section 4.0 Scope of Work	Please confirm the Contractor is not responsible for clinical health assessments to determine eligibility into programs such as HARP and FIDA-IDD.	Yes, that is correct.
53	Section 4.0 Scope of Work	Can you please elaborate on the responsibilities of the Contractor for the evaluation/assessment and plan of care development scope of work?	This is not included in this RFP's scope of work. Please see Amendment # 5 to this RFP.
54	Section 4.1 Tasks/Deliverables	Please provide a list and format of file exchanges with all plans.	The file format is expected to be developed by the Contractor in accordance with guidance provided by the Department.
55	Section 4.2 Enrollment/Disenrollment Activities	Please clarify whether the Contractor will need to implement a process to retroactively enroll Voluntary Foster Care Agency (VFCA) children.	Yes, there are certain instances where the contractor will have to retroactively enroll for a VFCA child.
56	Section 4.2 Enrollment/Disenrollment Activities	Please provide the monthly volume by month of the enrollment/disenrollment activity associated with the federal interface related to the FIDA-IDD product.	Please see Amendment #5, Attachment E for requested volumes.
57	Section 4.2 Enrollment/Disenrollment Activities	Please provide a list of all written notices to include all variations that are required for the varying programs such as MMC and MLTC which are required to be developed, maintained and distributed by the Contractor and the volumes for each type.	The Contractor is expected to collaborate with the Department staff to develop notices for activities related to enrollments, disenrollments, and transfers, for example. Please see Amendment #5, Attachment E for requested volumes.
58	Section 4.2.1 Enrollment Application Processing	Is it the Department's intent to require the Bidder to provide a website with the functionality to allow enrollments via the website?	Please see response to Question #4.
59	Section 4.2.1 Enrollment Application Processing	How many inbound hard copy enrollment forms are received each month?	This is not a core enrollment broker services anticipated by the awarded contractor, therefore The Department will not provide monthly volumes of inound documents.
60	Section 4.2.1 Enrollment Application Processing	How many pages is each enrollment form?	Please see repsonse to Question #59.
61	Section 4.2.1 Enrollment Application Processing	What is the volume of hardcopy enrollments for the current project over the last 24 months?	Please see repsonse to Question #59.
62	Section 4.2.1 Enrollment Application Processing	Please clarify whether pended enrollments are still a part of the enrollment process, including the Medicaid Managed Care (MMC) and Managed Long-Term Care (MLTC) programs.	Yes, pended enrollments are a part of the current process. However, pended enrollments will be continued at the Department's discretion throughout the resulting contract's term.
63	Section 4.2.1 Enrollment Application Processing	Please clarify whether the current Contractor provides "one-step" Human Resources Administration (HRA) enrollment processing.	No. "One-Step" is not part of the current process.
64	Section 4.2.1 Enrollment Application Processing	Please provide the number of enrollments processed through the HelpLine.	Please see Amendment #5, Attachment E for requested volumes.
65	Section 4.2.1 Enrollment Application Processing	Please provide the number of enrollments processed through the website.	Please see Amendment #5, Attachment E for requested volumes.
66	Section 4.2.1 Enrollment Application Processing	Please provide the number of enrollments processed through mailings.	Please see Amendment #5, Attachment E for requested volumes.
67	Section 4.2.1 Enrollment Application Processing	Please clarify whether it is the Department's intent to continue web portal (online) enrollments.	Please see response to Question #4.
68	Section 4.2.1 Enrollment Application Processing	Please clarify which populations can currently enroll online via the web portal.	Please see Amendment #5, Attachment E for requested volumes.
69	Section 4.2.1 Enrollment Application Processing	Please clarify the current process for those consumers who enroll by telephone and whether the current Contractor sends packets containing enrollment forms for consumer signatures.	No, the current expectation of the Contractor is that enrollment packets will not go out to consumers for signature.
70	Section 4.2.1 Enrollment Application Processing	Please clarify whether the Contractor will be responsible for producing daily 834 files instead of monthly enrollment rosters.	No, eMedNY produces the 834 files.

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71	Section 4.2.1 Enrollment Application Processing	Are any data transactions completed via API calls? If so, please identify.	No, that is not the expectation for the Contractor at this time.
72	Section 4.2.1 Enrollment Application Processing	Regarding “submitted to the State data system,” does this refer to eMedNY? If not, please clarify what this system is.	Yes, that is correct.
73	Section 4.2.1 Enrollment Application Processing	Please clarify whether daily 834 files from eMedNY have replaced monthly enrollment rosters and the new “pulldown” for dates Mainstream, MAP, PACE and Partial plans.	No, eMedNY produces the daily 834 files and they have not replaced monthly enrollment rosters and the new “pulldown” for dates Mainstream, MAP, PACE, and Partial plans at this time.
74	Section 4.2.1 Enrollment Application Processing	Is the Contractor responsible for identifying and training CBO enrollers?	The Contractor is expected to collaborate with the Department staff to develop training materials for the enrollers.
75	Section 4.2.1 Enrollment Application Processing	Is the Contractor responsible for contacting enrollees with pended enrollments due to lack of eligibility to alert them of the status?	No, there is no expectation that would require the Contractor to the enrollees with pended enrollments.
76	Section 4.2.1 Enrollment Application Processing	Please confirm the Contractor has no responsibilities for ensuring the eligibility is completed/processes for enrollees with pended enrollments due to lack of eligibility.	Yes, that is correct.
77	Section 4.2.1 Enrollment Application Processing	The RFP indicates that consumers who have not selected a health plan at eligibility determination must be given the opportunity to select a plan by telephone. Is the contractor required to take any actions related to this offering this opportunity- outbound calls for example?	The Department does not expect the Contractor to conduct outbound calls for this population.
78	Section 4.2.1 Enrollment Application Processing	Does this task include manual data entry of the full paper Medicaid eligibility application into the States eligibility system or is this task simply accepting and assessing the applicant or recipient’s managed care plan enrollment selection?	The Contractor is expected to provide individuals with informaton and educaton on plan enrollment options and assist as needed.
79	Section 4.2.1 Enrollment Application Processing	Please furnish the data file layout for the electronic enrollment files posted by the plans.	No, the expectation of the Contractor is to coordinate with the Department on the development of the file layouts for plans.
80	Section 4.2.1 Enrollment Application Processing	Please furnish the data file layout for the electronic enrollment files received from the HRA offices.	No, the expectation of the Contractor is to coordinate with the Department on the development of the file layouts for HRA.
81	Section 4.2.1 Enrollment Application Processing	Can you please explain the method in which the enrollment confirmation form signed by the consumer is distributed to the health plans?	This information is taken from the consumer over the phone for enrollments and transfers. The information is then shared with the health plans electronically.
82	Section 4.2.1 Enrollment Application Processing	Can you please explain the method in which the Health Assessment Form submitted by the consumer is distributed to the health plans? Are the hard copy forms collected sent to the health plans?	This information is taken from the consumer over the phone for enrollments and transfers. The information is then shared with the health plans electronically.
83	Section 4.2.1 Enrollment Application Processing	Can you please furnish a copy of the Health Assessment Form?	This question is not relevant for a submission of bid under this RFP. The resulting contract would require the vendor to develop their own Health Assessment Form.
84	Section 4.2.1 Enrollment Application Processing	Are the Health Assessment Forms required from all consumers making a voluntary choice regardless of channel or is the information collected by phone for phone enrollments sufficient and shared with health plans electronically via the enrollment roster files?	This information is taken from the consumer over the phone for enrollments and transfers. The information is then shared with the health plans electronically.
85	Section 4.2.1 Enrollment Application Processing	Please provide the volume of confirmation notices mailed to consumers by month for the last program year.	An enrollment confirmation notice goes out for every enrollment completed based on the estimates provided in Attachment B-Cost Proposal. Please see Amendment #5, Attachment E for requested volumes.
86	Section 4.2.1 Enrollment Application Processing	What is the currently established unique identifier that facilitates the electronic matching of new eligibility with the pended managed care choice in the Contractor’s system? If there is not a currently established unique identified, please define the matching methodology in use today.	This information will not be provided to the bidding community. Please see Section 4.2.1 for additional information on Enrollment Application Processing.
87	Section 4.2.1 Enrollment Application Processing	Is the Contractor responsible for scanning and indexing paper forms / mail?	Yes, that is correct. Please see Section 4.2.1, part of processing hardcopy enrollment applications includes scanning and indexing paper forms / mail.
88	Section 4.2.1 Enrollment Application Processing	If the answer to the previous question is yes, is the Contractor required to store the digitized images in a document management repository furnished by the Contractor or are they stored in a State furnished repository?	Documents are expected to be managed in a repository furnished by the Contractor.

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89	Section 4.2.1 Enrollment Application Processing	A paper application generally requires the indexing of multiple fields to ensure proper categorization and identification. Please provide the number of fields, e.g., name, address, case number, etc. That are typically needed for each scanned document?	Please see Amendment #5, Attachment E for requested volumes.
90	Section 4.2.1 Enrollment Application Processing	Is the Contractor required to store paper documents after imaging and if so, for how long is the Contractor required to store them?	There is a 10 year retention period that is required.
91	Section 4.2.2 Determination of Eligible Individuals/Exemption and Exclusion Process	Please clarify whether the Contractor is responsible for denial decisions and not required to forward recommendations for denial to the Department or its designees.	Yes, that is correct.
92	Section 4.2.2 Determination of Eligible Individuals/Exemption and Exclusion Process	How many exemption requests will the Contractor receive each month?	These are not data points that the Department can project.
93	Section 4.2.2 Determination of Eligible Individuals/Exemption and Exclusion Process	How are exemption requests received (e.g., phone, mail, etc.)?	After an inbound phone call completed, a form is submitted to the Contractor to complete the request.
94	Section 4.2.2 Determination of Eligible Individuals/Exemption and Exclusion Process	If exemption requests are received by mail, is there a specific form that is used?	The Department expects the Contractor to develop a process to handle exemption requests. This may include handling them by phone or mail.
95	Section 4.2.2 Determination of Eligible Individuals/Exemption and Exclusion Process	What are the reasons for an exemption?	See the Medicaid Managed Care:Exclusions and exemptions list on the Department's website here: https://www.health.ny.gov/health_care/managed_care/plans/mmc_excl_exempt_chart.htm
96	Section 4.2.2 Determination of Eligible Individuals/Exemption and Exclusion Process	What responsibilities, if any, does the Contractor have for waiver programs?	The Contractor is responsible for processing all Managed Care enrollment activities for waiver participants where applicable.
97	Section 4.2.2 Determination of Eligible Individuals/Exemption and Exclusion Process	Does the Contractor process waiver requests?	No.
98	Section 4.2.2 Determination of Eligible Individuals/Exemption and Exclusion Process	Is the Contractor responsible for sending waiver requests to DOH?	No.
99	Section 4.2.2 Determination of Eligible Individuals/Exemption and Exclusion Process	What qualifies an enrollee for an expedited disenrollment?	An enrollee is qualified for an expedited disenrollment under certain circumstances if the Department/contractor is notified following a change in eligibility status.
100	Section 4.2.2 Determination of Eligible Individuals/Exemption and Exclusion Process	How quickly must expedited enrollments be processed?	Expedited enrollments are not required under the resulting contract.
101	Section 4.2.2 Determination of Eligible Individuals/Exemption and Exclusion Process	Please provide the volumes of exemption/exclusion requests received monthly by month for the past plan year.	This is a consumer driven process and the volumes vary. Please see Amendment #5, Attachment E for requested volumes.
102	Section 4.2.2 Determination of Eligible Individuals/Exemption and Exclusion Process	Please provide a complete listing of all exemption and exclusion reason codes.	Codes are at the Departments website located here: https://www.health.ny.gov/health_care/managed_care/plans/docs/mmc_excl_exempt_chart.pdf
103	Section 4.2.3 Auto-Assignment	Please clarify the choice period (10 days, 30 days, 60 days) for the different auto assignment pathways operated in the current program: •Fee-for-service auto assignment into a MMC plan •Fee-for-service nursing home population auto assignment into a MMC plan •Auto assignment into a MLTC plan	The Choice period for fee-for-service auto assignment into a MMC plan is 10 days.
104	Section 4.2.3 Auto-Assignment Section 4.2.6 Health Plan Changes	Is there a centralized State outbound print vendor or is the EB Contractor responsible for EB notifications through to USPS?	No. There is no centralized State outbound vendor.

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105	Section 4.2.4 Health Assessment Forms	Please clarify whether the Health Assessment Form is currently included in the fulfillment for confirmation notices.	Yes, that is correct.
106	Section 4.2.4 Health Assessment Forms	How many pages is the current HRA?	HRA information is currently collected electronically.
107	Section 4.2.4 Health Assessment Forms	How many hard copy HRA forms are received each month?	Please see Amendment #5, Attachment E for requested volumes.
108	Section 4.2.6 Health Plan Changes	Please provide a list with descriptions of the notices used for this program.	This question is not relevant for a submission of bid under this RFP. The resulting contract would require the vendor to develop their own notices based on the changing needs of the Department under the resulting contract.
109	Section 4.2.6 Health Plan Changes	Please clarify whether this process is aligned with current enrollment broker services scope.	This question is not relevant to submission of bids under this RFP.
110	Section 4.2.6 Health Plan Changes	Please provide the volume of enrollee transitions to other health plans over the last 24 months.	Please see Amendment #5, Attachment E for requested volumes.
111	Section 4.2.6 Health Plan Changes	Please clarify the contractor's role on expedited and retroactive disenrollments.	Under the resulting contract, the contractor is expected to process the expedited and retroactive disenrollments
112	Section 4.2.7.A HIV Special Needs Plans (SNP)	Is it the Department's intent to require the Bidder to allow the homeless population to enroll in Special Needs Plans along with HIV+ individuals?	Yes, that 's correct.
113	Section 4.2.7.A HIV Special Needs Plans (SNP)	Please specify the current volume of one-on-one presentations for the Special Needs Plans at designated LDSS sites.	Presentations are conducted on an as-needed basis. Please see Amendment #5, Attachment E for requested volumes.
114	Section 4.2.7.B Health and Recovery Plans (HARP)	Please clarify whether conducting passive enrollments into HARP will continue to be required.	Yes, that is correct.
115	Section 4.2.7.B Health and Recovery Plans (HARP)	Please provide the opt-out requirements, including duration.	As it relates HARP, participation is voluntary and the decision to opt out is at the discretion of the individual.
116	Section 4.2.7.B Health and Recovery Plans (HARP)	How does DOH notify the Contractor of consumers who are eligible for HARP enrollment?	OMH enters an H9 RRE code on the consumers file which would signify eligibility for HARP enrollment.
117	Section 4.2.7.B Health and Recovery Plans (HARP)	Does "education and enrollment counselors" as used in the initial paragraph of this section refer to the Contractor's staff? If not, please define if these education and enrollment counselors are LDSS staff or staff from some other entity.	Yes, that is correct.
118	Section 4.2.7.B Health and Recovery Plans (HARP)	Regarding, "Individuals will get a letter in the mail. . .," we assume New York Medicaid Choice refers to the Contractor. If not, please specify.	Yes, that is correct.
119	Section 4.2.7.B Health and Recovery Plans (HARP)	Is the Contractor notified of letters that are send by NYS?	Yes, that's correct.
120	Section 4.2.7.B Health and Recovery Plans (HARP)	How is the Contractor notified of which consumers passively enroll in a HARP?	This activity is conducted with an 834 transaction file.
121	Section 4.2.7.C Medicaid Advantage Program (Dually-eligible enrollment)	Please confirm the Medicaid Advantage Program (MAP) sunset at the end of 2021 and MAP-related activities are no longer required.	The Medicaid Advantage Program (MAP) did not sunset at the end of 2021 and MAP-related activities are required.
122	Section 4.2.7.C Medicaid Advantage Program (Dually-eligible enrollment)	Please define the methodology used for the Contractor to collect documentation of Part A and Part B Medicare from the health plan. Is this a manual process or done electronically today?	Currently this information comes from eMedNY to the Contractor.
123	Section 4.2.7.D Managed Long Term Care – Mandatory Managed Long Term Care	Is it the Department's intent to allow integrated benefits for dually eligible enrollees (IB-Dual) who are not in receipt of CBLTSS and may be able to stay in an MMC/HARP plan if they join an aligned DSNP on the Medicare side?	Yes, that is correct.
124	Section 4.2.7.D Managed Long Term Care – Mandatory Managed Long Term Care	Please specify the current volume of cases per month and whether the volume expectation of 2,000 cases per month aligns with the current volume.	This question is not relevant to submission of bids under this RFP. Under the resulting contract, the Department expects approximately 2,000 cases per month.
125	Section 4.2.7.D Managed Long Term Care – Mandatory Managed Long Term Care	Please clarify whether CBLTSS outreach packets are aligned with current enrollment broker services scope.	This question is not relevant to submission of bids under this RFP.
126	Section 4.2.7.D Managed Long Term Care – Mandatory Managed Long Term Care	Please clarify the current average volume of involuntary enrollments per month and whether the volume expectation of approximately 70 per month aligns with the current volume.	This question is not relevant to submission of bids under the resulting contract. Under this RFP, the Department expects approximately 70 involuntary disenrollments per month.

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127	Section 4.2.7.D Managed Long Term Care – Mandatory Managed Long Term Care	Please clarify the current average volume of denial of enrollments per month and whether the volume expectation of 5 and 10 per month aligns with the current volume.	This question is not relevant to submission of bids under this RFP. Under the resulting contract, the Department expects approximately between 5 and 10 denial of enrollments per month.
128	Section 4.2.7.D Managed Long Term Care – Mandatory Managed Long Term Care	Regarding, “Enrollees have the ability to disenroll from one plan and join another if dissatisfied,” does this mean that there is no lock-in for enrollees participating in MLTC?	Partial Capitation (MLTCP) new enrollments and transfers begin with a 90-day grace period from their enrollment effective date, during which time the enrollee may elect to transfer to another MLTCP plan for any reason. If the enrollee does not change plans within the 90-day grace period, the enrollee will be locked into the MLTCP plan in which they are currently enrolled for the next nine (9) months (lock-in period), unless the enrollee can demonstrate Good Cause. There is no lock in period for MAP and PACE.
129	Section 4.2.7.D Managed Long Term Care – Mandatory Managed Long Term Care	It appears the Contractor is responsible for development, production and distribution of outreach/marketing materials for the MLTC eligible participants/applicants. Please confirm the Contractor is responsible for mailing these materials to the consumers. If so, please furnish copies of these materials and include the current weight and envelope size for mailing these materials to the consumers?	The Contractor is responsible for mailing out outreach/marketing materials. Please see Amendment #5, Attachment E for requested volumes.
130	Section 4.2.7.D Managed Long Term Care – Mandatory Managed Long Term Care	Please describe the methodology by which the MLTCP’s submit enrollments, disenrollments and transfer request to the Contractor. Is this done through an electronic data file exchange? If so, please describe the frequency and provide the data file layout for this data file.	These activities are done through an electronic data file exchange.
131	Section 4.2.7.D Managed Long Term Care – Mandatory Managed Long Term Care	Please provide the historical volume of fair hearings attended by the current contractor per month during the past plan year.	Please see Amendment #5, Attachment E for requested volumes.
132	Section 4.2.7.D Managed Long Term Care – Mandatory Managed Long Term Care	Is the Independent Assessment function performed by a current contractor? If so, can you provide the name and contract number for the current contractor?	Yes, the Independent Assessment function is performed by a current contractor. These services are currently including under C027557 with Maximus, Inc.
133	Section 4.2.7.D Managed Long Term Care – Mandatory Managed Long Term Care	Please provide the current status of the rollout for the implementation of the NY Independent Assessor Program that was postponed in November of 2023	This question is not relevant to submission of bids under this RFP.
134	Section 4.2.7.E Fully Integrated Duals Advantage – Intellectual and Developmental Disabilities (FIDA-IDD)	Please clarify the current number of FIDA-IDD enrolled individuals Statewide and whether the estimated number of 5,000 Statewide aligns with the current count.	This question is not relevant to submission of bids under this RFP. Under the resulting contract, the Department estimates 5,000 FIDA-IDD enrolled individuals Statewide.
135	Section 4.2.7.E Fully Integrated Duals Advantage – Intellectual and Developmental Disabilities (FIDA-IDD)	Please provide a list of all Developmental Disabilities Regional Offices and other locations that require the Contractor’s to co-located Field Staff.	Information about the DDROs can be found here: https://opwdd.ny.gov/contact-us
136	Section 4.3 Mailings	Please clarify if the Department requires the Contractor to include a 6-month wait time for individuals who are turning 65, before mailing a mandatory notice.	There is no "wait-time" that is part of this process.
137	Section 4.3 Mailings	Please clarify whether the Department requires an alternative timeframe for five (5) business days of initial receipt of information from the State.	The Department does not require an alternative timeframe. If the Contractor cannot meet the five (5)-day timeframe, it must notify the Department.
138	Section 4.3 Mailings	Please confirm that “other mailing to specified populations as needed” will be reimbursed under the per mailing rate.	Yes, that is correct.
139	Section 4.3 Mailings	Please provide the number of sheets of paper used for each notice type.	Notice length is contingent on the content contained within each notice. Please see Amendment #5, Attachment E for requested volumes.
140	Section 4.3 Mailings	Could you please specify whether you require the printed notices to be in duplex (double-sided) or simplex (single-sided) format?	The requirement of the resulting contract will be that notices are printed in simplex format.
141	Section 4.3 Mailings	Are notices printed using black ink only or multi-color?	Black ink only.

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142	Section 4.3 Mailings	Please confirm if notices are required to be produced in any languages other than English and Spanish.	Please see Section 4.5 "Written materials must also be accompanied by the NYS Multi-Language Insert which offers Medicaid consumers translation services for 23 prevalent languages."
143	Section 4.4.1 Outreach Presentations	Please clarify whether the Contractor currently produces outreach presentation schedules.	No. the current Contractor does not produce presentation schedules.
144	Section 4.4.1 Outreach Presentations	Please clarify whether the Department will require the Contractor to continue conducting the current outbound call outreach to consumers to maximize consumer choice and maintain low auto assignment rates.	Although this is not a direct requirement under the resulting contract, the Department encourages Outbound calls to maximize consumer choice and maintain low auto assignment rates.
145	Section 4.4.1 Outreach Presentations	Please provide the requirements on the timing and frequency for outbound call outreach.	Please see answer to Question # 144. Please see Amendment #5, Attachment E for requested volumes.
146	Section 4.4.1 Outreach Presentations	Please provide the descriptions of all manual and dialer outbound call activities and volumes over the past 24 months.	Please see answer to Question # 144. Please see Amendment #5, Attachment E for requested volumes.
147	Section 4.4.1 Outreach Presentations	Please provide the historical monthly volume by local district and/or borough of group presentations and individual face to face meetings within the district's location.	Please see Amendment #5, Attachment E for requested volumes.
148	Section 4.4.1 Outreach Presentations	Please provide the historical volume of field presentations in community venues outside of the local district office by district per month for the past plan year.	Please see Amendment #5, Attachment E for requested volumes.
149	Section 4.4.1 Outreach Presentations	Please provide the outreach schedule for the past plan year that includes dates, times and locations for these presentations.	This is not relevant to the submission of bids under this RFP. Please see Section 4.4.1 for information on required Outreach Presentations.
150	Section 4.4.2 Face-to-face Counseling and Provider Availability	Please clarify whether face-to-face sessions align with current operations.	Yes, they align with current operations.
151	Section 4.4.2 Face-to-face Counseling and Provider Availability	Can the State confirm whether MCOs will provide provider network data in a standardized format (e.g., HL7/FHIR)? If not, what is the expected process for normalizing and integrating provider network data into the member-facing provider search tool?	Under the resulting contract, the contractor will determine what format they will provide provider network data in.
152	Section 4.4.3 Special Outreach Activities	Please confirm the \$500,000 outreach allocation should not be included in bidder's pricing.	Please see Amendment #5 : Attachment B-1 Cost Proposal. The 500K annual amount with percentage fee rate will be included with the total contract value.
153	Section 4.5 Program Materials - Outreach, Education and Enrollment Materials	Please clarify whether Contractors are required to issue notices in the same language currently used.	Please see Section 4.5 which clarifies the language requirements for all materials.
154	Section 4.5 Program Materials - Outreach, Education and Enrollment Materials	Will the Department consider adding language to protect trade secrets, proprietary and confidential commercial information from disclosure? All outreach, education and enrollment materials in use by the current contractor will be made available to the in-coming contractor after contract award except for any materials considered trade secrets, proprietary, and/or confidential commercial information.	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.
155	Section 4.5 Program Materials - Outreach, Education and Enrollment Materials	Please provide the monthly volume of mailings by type by month for the last program year.	Please see Amendment #5, Attachment E for requested volumes.
156	Section 4.5 Program Materials - Outreach, Education and Enrollment Materials	Please provide the current envelope size and average weight for each mailing type in order for bidders to properly estimate postage costs.	Please see Amendment #5, Attachment E for requested volumes.
157	Section 4.5 Program Materials - Outreach, Education and Enrollment Materials	Please provide copies of all current program materials.	This information will not be provided to the bidding community. Please see Section 4.5 for additional information on program materials.

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158	Section 4.5 Program Materials - Outreach, Education and Enrollment Materials (Vendor identified section as Section 4.5n)	Are mailings case based (i.e., all individuals in a household receive a single mailing) or individual based (i.e., all individuals in a household receive a separate letter)?	Mailings are individual based.
159	Section 4.6 HelpLine	Please describe any functionality required of the Contractor's telephone system to effectively manage, route, and handle HelpLine calls, including any requirements related to Interactive Voice Response (IVR), Automatic Call Distribution (ACD), and Computer Telephony Integration (CTI).	The Department will rely on the contractor to propose it's functionality of its telephone system and will be evaluated on it.
160	Section 4.6 HelpLine	Is it the Department's intent to require the call center facility be located within New York State in order to promote understanding of the consumer population demographics and varied language preferences?	Please see Section 4.6. The call center must be located within the 48 contiguous states.
161	Section 4.6 HelpLine	Is it the Department's intent to require the Contractor's Key Staff and support staff to be located in New York State to facilitate stronger understanding of the consumer population demographics and varied language preferences?	It is not a requirement of the contractor to have all staff be based in New York state, however the contractor should ensure there is an adequate prescense in New York state to fulfill the requirements of this RFP, including any in person requirements stated throughout Section 4.0.
162	Section 4.6 HelpLine	Please confirm plan-assisted enrollment ended in 2012 and plan-assisted enrollment activities are no longer required.	Plan assisted enrollments are still active activities.
163	Section 4.6 HelpLine Section D.2.e Medicaid Advantage Plus (MAP)	Please confirm the Medicaid Advantage Program (MAP) sunset at the end of 2021 and MAP-related activities are no longer required.	Please see response to Question 121.
164	Section 4.6 HelpLine	Please clarify whether sending notices requesting consumers to sign and return an enrollment form is required as all HelpLine calls are recorded, which serves as evidence of consent for enrollment.	It is the expectation of the Contractor to facilitate the enrollment form process unless the process is revised and paper forms are no longer required.
165	Section 4.6 HelpLine	Please clarify whether Good Cause Disenrollments for NYSOH is required.	Yes, that is correct.
166	Section 4.6 HelpLine	Please clarify whether processing file exchanges with LDSS (address files), Human Resources Administration (HRA) homeless file is required.	Yes, that is correct.
167	Section 4.6 HelpLine	What percent of calls are non-English calls?	Please see Amendment #5, Attachment E for requested volumes.
168	Section 4.6 HelpLine	What percent of calls are sent to a translation service?	Please see Amendment #5, Attachment E for requested volumes.
169	Section 4.6 HelpLine	How many times within the last year were Sunday hours required?	Sunday hours are requested of the Contractor at the discretion of the Department. Please see Amendment #5, Attachment E for requested volumes.
170	Section 4.6 HelpLine	Please provide the average talk time/average handle time.	Please see Amendment #5, Attachment E for requested volumes.
171	Section 4.6 HelpLine	What districts do not utilize the Enrollment Broker?	Please see Attachment D, Section D.3. Current Enrollment Broker Services- identifies the mandatory and non mandatory counties for enrollment broker participation.
172	Section 4.6 HelpLine	We understand the State provides the Contractor with provider data. Do the Managed Care Plans also provide the Contractor with provider data?	No, the Department will provide the Contractor with provider network data.
173	Section 4.6 HelpLine	Does the current Contractor utilize an IVR for self-service? If so, please indicate: -How many phone calls are received through the IVR each month. -How many of these calls are resolved within the IVR and do not require assistance through a live agent. -How many of these calls require some form of assistance via a live agent.	The current contractor uses an IVR system thats integrated into the Helpline. Please see Amendment #5, Attachment E for requested volumes.
174	Section 4.6 HelpLine	Will the Department allow for enrollment counselors to work remotely in a work-from-home environment?	Yes. This is at the discretion of the awarded vendor under the resulting contract.
175	Section 4.6 HelpLine	Will the Department allow the Contractor to utilize remote, work-from-home staff? If so, please confirm if staff can be located outside of New York State.	Please see response to Question 174.
176	Section 4.6 HelpLine	Please advise if there is a specific requirement to have a specified percentage of staff located within a brick-and-mortar facility.	There is no specific requirement for this percentage.
177	Section 4.6 HelpLine	Please provide the historical number of Saturdays and Sundays scheduled for the HelpLine to be operational per year.	Please see Amendment #5, Attachment E for requested volumes.

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178	Section 4.6 HelpLine	Please provide the volume of calls handled on Saturdays and Sundays when the HelpLine was open on these days.	Please see Amendment #5, Attachment E for requested volumes.
179	Section 4.6 HelpLine	Please provide the monthly call volume by month for the past 24 months.	Please see Amendment #5, Attachment E for requested volumes.
180	Section 4.6 HelpLine	Please provide the average handle time for agent-handled calls by month for the past 24 months.	Please see Amendment #5, Attachment E for requested volumes.
181	Section 4.6 HelpLine	Please provide the volume of calls received by the call center and handled (self-served) within the IVR by month for the past 24 months.	Please see Amendment #5, Attachment E for requested volumes.
182	Section 4.6 HelpLine	Is there a requirement to generate outbound call campaigns? If so, please provide historical volumes of outbound calls associated with each campaign by month for the past 24 months.	Please see answer to Question #144. Please see Amendment #5, Attachment E for requested volumes.
183	Section 4.6 HelpLine	Is there a requirement for live agents to place outbound calls to consumers? If so, please provide the historical monthly volumes of live outbound calls.	Please see answer to Question #144. Please see Amendment #5, Attachment E for requested volumes.
184	Section 4.6 HelpLine	Can you confirm whether the Contractor is required to provide and maintain the telephone system and the IVR?	The Department will rely on the contractor to propose it's functionality and planned maintenance of its telephone system and will be evaluated on it.
185	Section 4.6 HelpLine (Vendor originally included "Healthline" as the section)	Can the State provide more details on the expected workflows for handling special populations (e.g., foster care, dual eligibles)? Will there be bulk enrollment processes for transitions, and how should the system handle member-initiated changes during these transitions?	Additional information will not be provided to the bidding community. Please see Section 4.2.7.A for additional information on Program-specific Enrollment Activities. There will be the potential for bulk enrollment processes for transitions, but the frequency is at the discretion of the Department. Further details will be shared with the resulting contractor.
186	Section 4.6.2 Complaint System	Is the Contractor required to provide a single point of entry for outreach and education for the Managed Long Term Care Program?	The enrollment broker is the single point of entry for all Managed Care Plan enrollments for the non-MAGI population.
187	Section 4.6.2 Complaint System	Please describe how the Contractor will receive the assessment outcome to determine which individuals to provide support services on provider affiliations, available health plan options, enrollment policies and procedures and assistance with enrollment for individuals seeking CBLTSS.	Please see Amendment #5, Section 4.6.2. The Contractor is expected to build an interface with the statewide assessor to receive this information.
188	Section 4.6.2 Complaint System	How is the Contractor notified that the initial assessment for the MLTC has been completed by the statewide assessor?	Please see response to Question #187.
189	Section 4.6.2 Complaint System	Please confirm the Contractor does not have any responsibilities related to the assessments or plans of care for the MLTC program.	No. The Contractor will not have any assessment or plan of care responsibilities for the MLTC program.
190	Section 4.6.2 Complaint System	Does the Contractor have any responsibilities for HARP eligibility assessments?	No. The Contractor will not have any assessment responsibilities to determine HARP eligibility.
191	Section 4.6.2 Complaint System	Please confirm the Contractor and the Contractor's system is not responsible for maintaining the eligibility rules for HARP and FIDA-IDD programs and that this eligibility designation would be received from the State on the eligibility file.	The Contractor will be expected to maintain eligibility rules for HARP and FIDA-IDD programs in thier system.
192	Section 4.6.2 Complaint System	Please confirm if there is the possibility for electronic integration with UAS-NY for assessments.	This question is not relevant to submission of bids under this RFP.
193	Section 4.6.2 Complaint System, For the Health and Recovery Plans	Please clarify whether plans currently complete HARP assessments and therefore, is no longer a required Contractor activity or responsibility.	No. The Contractor will not have any assessment responsibilities for HARP.
194	Section 4.6.2 Complaint System, For the FIDA-IDD program	Please clarify how the requirement, "The Contractor is not currently responsible for developing the Plan of Care, or determination and/or delivery of services identified in the assessment," could change as the program expands over time.	This is not a requirement under the resulting contract.
195	Section 4.6.2 Complaint System, For the FIDA-IDD program (Vendor incorrectly identified section as Section 4.6 HelpLine)	Please clarify the Department's intent in requiring assessments to determine whether a consumer meets program criteria for FIDA-IDD as assessments are not currently required for enrollment.	Assessments for FIDA-IDD are not required under the resulting contract.
196	Section 4.6.2 Complaint System, For the FIDA-IDD program	The RFP states that the Contractor is currently not responsible for development of the Plan of Care or the determination and/or delivery of services identified in the assessment, but this requirement could change as the program expands over time. Please advise if bidders are to include costs associated with performing this scope of work or if the pricing for the associated scope of work would be adjusted at the time of need.	No. Bidders are not expected to include costs associated with performing this scope of work.

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197	Section 4.6.2 Complaint System, For HARP & FIDA-DD programs	Is there a need for the Contractor to provide clinical staff to perform the HARP assessments? If there is, please provide the current number of clinical staff performing these assessments.	No. The Contractor will not have any assessment responsibilities to determine HARP eligibility.
198	Section 4.6.2 Complaint System, For HARP & FIDA-DD programs	Please provide the historical volumes of assessments performed by the Contractor for these programs by month for the past 24 months.	This is not relevant for a submission of bids under this RFP.
199	Section 4.7 Fair Hearing Responsibilities	Please define "aid to continue."	Aid to Continue is a provision that allows individuals to continue to receive their services while pending a Fair Hearing (FH) and the FH decision.
200	Section 4.7 Fair Hearing Responsibilities	How is the Contractor notified of fair hearings?	The Contractor will receive a report from Office of Temporary Disability Assistance (OTDA).
201	Section 4.8 Develop and Implement an Internal Quality Assurance Program	What are the key quality performance indicators (KPIs) the Contractor will be required to meet?	Please see Attachment C for performance standards for the resulting contract.
202	Section 4.8 Develop and Implement an Internal Quality Assurance Program	Please provide greater detail on required Contractor responsibilities related to review and document outcomes.	Bidder's should refer to Section 4.8 for contractor responsibilities related to review and document outcomes. The Department is relying on the expertise of the bidder for their approach to review and document outcomes of plan enrollments received from managed care plans which should be addressed in the bidder's technical proposal.
203	Section 4.8 Develop and Implement an Internal Quality Assurance Program (Vendor only indicated "4.8" as the RFP Section Reference)	The RFP text directs bidders to section 4.7.1 to include in their response, which does not exist in the RFP. Please clarify if this reference in fact is referring to section 4.8, or otherwise, please clarify.	Please see Amendment # 5.
204	Section 4.9.1 Organizational Structure/Staffing	Please clarify whether Bidders are required to propose a system and process for forecasting staffing needs and managing performance.	Although a system is not a direct requirement, this is at the discretion of the bidder to propose such.
205	Section 4.9.1.A.1 Key Staff	Is it the Department's intent to require resumes for all Key Staff to demonstrate the needed knowledge and experience to effectively meet the unique needs of New York programs, managed care plans/providers, health care advocacy groups, and other key stakeholders?	Yes, see Section 4.9.1.A. Resumes are not required with the initial bid submission.
206	Section 4.9.1.A.1 Key Staff	Is it the Department's intent to require the New York Project Manager to be based in New York to promote collaboration with New York programs, managed care plans/providers, advocacy groups, and other stakeholders?	It is not a requirement of the contractor to have all staff be based in New York state, however the contractor should ensure there is an adequate presence in New York state to fulfill the requirements of this RFP, including any in person requirements stated throughout Section 4.0.
207	Section 4.9.1.A.2 Key Staff	Is it the Department's intent to require all the full-time Manager roles be based in New York State to promote collaboration with New York programs, managed care plans/providers, advocacy groups, and other stakeholders?	Please see answer to question # 206.
208	Section 4.9.1.A.2 Key Staff	Please clarify whether the Department requires a Health Plan Affairs Manager role or similar.	Please see Section 4.9 for required Key Staff and other staff.
209	Section 4.9.1.B Other Staff	Is it the Department's intent to require the Supervisors, Counselors, Systems Analysts, and Research Staff be based in New York in order to promote collaboration with New York programs, managed care providers, advocacy groups, and other stakeholders?	Please see answer to question # 206.
210	Section 4.9.1.B.4 Research Staff	Please provide the volume of research requests received by month for the past program year.	Please see Amendment #5, Attachment E for requested volumes.
211	Section 4.9.3 Maintain an Operational Work Plan/Policies and Procedures	Please clarify whether the Department will provide the knowledge management system.	The Contractor is expected to develop and maintain a system that stores all program related documents.
212	Section 4.9.4 Staff Support	Please clarify whether the Contractor currently visits consumers in nursing homes or at home visits.	No, it is not expected that the Contractor meets with consumers in these settings.
213	Section 4.9.4 Staff Support	What is the historic volume of in-person visits to populations in nursing homes and those individuals that are incarcerated per year?	Please see Amendment #5, Attachment E for requested volumes.
214	Section 4.9.4 Staff Support	Besides exemptions, are there any cases that would not be auto-assigned?	The excluded populations would not be auto-assigned.

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215	Section 4.10 Reporting	Can you please furnish sample reports to assist bidders with the preparation of their proposals?	No. The Contractor is expected to develop reports in accordance with the guidelines provided by the Department.
216	Section 4.12 System Requirements	Please detail what functionality bidders will be required to develop and maintain for the Enrollment Broker website.	Please see response to Question #4.
217	Section 4.12 System Requirements	Is it the Department's intent to require the Contractor to support real-time or near real-time performance monitoring requirements, such as monitoring HelpLine contact center performance?	Yes. That is correct.
218	Section 4.12 System Requirements	Please clarify whether the Contractor is required to maintain data provided by the Statewide independent assessor.	Yes. That is correct.
219	Section 4.12 System Requirements	Please clarify how the Contractor will receive data provided by the statewide independent assessor.	The Contractor is expected to coordinate with the State and the Statewide Independent Assessor to develop processes for secure data and file transfers.
220	Section 4.12 System Requirements	Please provide a list of all system-related Change Requests requested by the Department and implemented by the Contractor over the past 12-24 months.	This question is not relevant for a submission of bids under this RFP.
221	Section 4.12 System Requirements	Can the State provide additional details on the required real-time eligibility interface? Specifically, what data fields will be exchanged, and what frequency of batch processing is expected? Are there specific API or file format requirements for integrating with the State's eligibility systems	The eligibility interface, eMedNY, will require the Contractor to establish a process for sending/receiving data feeds. No interface will be required.
222	Section 4.12 System Requirements	Will there be an intermediary system handling file validation and transmission for HIPAA compliant file exchanges with the MCOs? Are there specific compliance or security requirements beyond standard HIPAA 5010 X12 formats?	The Contractor is required to establish and maintain a system for the health plans to interface with for the purposes of processing enrollment related information. Please see section 4.12 for additional information on system requirements. HIPAA does not have a requirement for formats. Data must be encrypted when it's transmitted and where it resides.
223	Section 4.12.A System Requirements	Please provide a list of all current required interfaces between the current Contractor's computer and data systems and Department and third-party systems.	This question is not relevant for a submission of bids under this RFP.
224	Section 4.12.A System Requirements	Please clarify whether the Contractor supports file exchanges with health plans for enrollment, termination, electronic upload file, batch response file, error file, recertification file, homeless file, recipient restriction/exemption for Community First Choice Option (CFCO), daily and monthly Voluntary Foster Care Agency (VFCA) file, disposition file for involuntary disenrollment and enrollment denial, disenrollment file (DU); Medicare files (M/MM), and prospective Medicare files.	Yes, that is correct.
225	Section 4.12.B System Requirements	Please clarify whether the Contractor uses real-time or batch processing.	Batched processing is currently used.
226	Section 4.12.C System Requirements	Please provide a list of all data interface files for all batch and real time data exchanges with State and any other trading partner systems including frequency, directional and bi-directional protocols etc.	This question is not relevant for a submission of bids under this RFP. The contractor will not be expected to develop and manage a system that handles bi-directional protocols.
227	Section 4.12.C.4 System Requirements	Please provide the number of State workers that will need access to the Contractor's system.	The number of State workers that will need access to the Contractor's system is at the discretion of the State once the system is developed.
228	Section 4.12.C.4 System Requirements	Please confirm the Contractor is required to provide the system of record for front end Member Enrollment and enrollment application tracking, etc.	Yes. That is correct.
229	Section 4.12.E System Requirements	Please provide the technical criteria and process for the auto-assignment and the associated algorithm methodology.	The Contractor is required to coordinate with State staff to develop an algorithm in accordance with all applicable laws and regulations.
230	Section 4.12.H System Requirements	Please clarify whether this requirement is applicable for cloud-based systems.	Yes. That is correct.
231	Section 4.15 Payment (Vendor originally marked section # as "4.135")	Please provide the annual payments made to the incumbent contractor for the last 12 months, by month.	This information will not be provided to the bidding community. Bidder's are able to submit a FOIL request at this link : https://www.health.ny.gov/regulations/foi/ . Please see Section 4.15 for payment information under the resulting contract.

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232	Section 4.15 Payment (Price Adjustment Clause) Attachment B	The price adjustment clause on page 33 indicates the prices will be subject to an annual increase/decrease based on the (CPI-U) for the 12 month period ending 90 days prior to the commencement of years 4 & 5. Attachment B on page 53 indicates the prices may be eligible for an inflationary increase based on the (CPI-U) for the 3 year period ending 180 days prior to contract year three. Please confirm which of these clauses is accurate and should be used by bidders in developing their proposal.	The price adjustment clause on page 33 is accurate and should be used by bidders in developing their proposal. Please see Amendment # 5 to the RFP.
233	Section 6.2.C Documentation of Bidder's Eligibility Responsive to Section 3.0 of RFP	Please clarify whether the Department requires the Bidder/subcontractor to have project experience mailing at least 50,000 mail pieces monthly or 50,000 cumulatively over one year.	The requirement is 50,000 mail pieces monthly.
234	Section 6.2.D.2.E Medicaid Advantage Plus (MAP)	Please confirm the Medicaid Advantage Program (MAP) sunset at the end of 2021 and MAP-related activities are no longer required.	Please see answer to Question 121.
235	Section 6.2.D.2.F Partially Capitated Managed Long Term Care (MLTC)	Please clarify whether clinical staff are required to review any Involuntary Disenrollment reasons to facilitate safe discharge.	The contractor is not currently expected to review any Involuntary Disenrollment reasons to facilitate safe discharge.
236	Section 6.2.D.2.F Partially Capitated Managed Long Term Care (MLTC)	Please describe how bidders will ensure timely enrollment into Partial plans as in the other MLTC plan type sections D.2.e and D.2.g.	The Contractor will be expected to create a process that aligns with all applicable enrollment pulldown dates.
237	Section 6.2.D.2.G Programs of All-Inclusive Care for the Elderly (PACE)	Please describe the required process for reviewing denials and requests for involuntary disenrollments.	Please see MLTC Policy 24.02 (https://www.health.ny.gov/health_care/medicaid/redesign/mrt90/mltc_policy/2024/24-02.htm) which explains steps the Plans and Enrollment Broker must take.
238	Section 6.2.D.7.B Implementation and Work Plan	Please specify the major milestones the Contractor will be required to complete to successfully transition/implement operations.	Please see Amendment #5 for additional information regarding transition/implement operations for non-incumbent contractors.
239	Section 6.2.D.7.B Implementation and Work Plan	Please clarify whether Bidders must provide a separate one-time implementation cost aligned to the proposed work plan and major milestones.	Please see response to Question # 238.
240	Section 6.2.D.7.B Implementation and Work Plan	Please clarify whether Bidders are required to describe their approach to training.	Yes. That is correct. Please see Section 6.2, D.7.c Staffing Plan (v) for additional information on training strategies.
241	Section 6.2.D.7.B Implementation and Work Plan	Please clarify whether Bidders are required to describe their approach to turnover/transition requirements.	Yes. That is correct.
242	Section 6.2.D.7.B Implementation and Work Plan	Please clarify whether Bidders are required to describe their approach to meeting performance standards.	Yes. That is correct.
243	Section 6.2.D.7.B.ii Implementation and Work Plan	Please clarify whether the Contractor is required to acquire the following technology: interactive voice response (IVR), customer relationship management (CRM) solution, website/portal, workforce management system, knowledge management system, document management system, fax server, SFTP and scanning capabilities, and quality management system.	Yes. That is correct.
244	Section 6.2.D.7.B.ii Implementation and Work Plan	Please provide a list of all equipment, hardware, and software purchased by the Department under previous Enrollment Broker Services contracts that could potentially be leveraged by a Bidder.	The Department does not provide equipment for enrollment broker activities and will not be transitioning any equipment between contracts.
245	Section 6.2.D.7.B.ii Implementation and Work Plan	Please describe the equipment purchased by the Department under previous enrollment broker contracts that is available for the selected Contractor's use.	See response to Question #244.
246	Section 7 Proposal Submission (Vendor only indicated "PROPOSAL SUBMISSION" for RFP Section Reference. Marked as "Section 7" from Section 8.2 where this provided the section # in question.)	Are there any size limits on the emails that can be sent to the OHIPcontracts@health.gov.ny email address?	The size limit for each email attachment is contingent upon the bidder's email server. A vendor is able to submit multiple emails with split attachments in order to limit attachment sizes.

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247	Section 7 Proposal Submission (Vendor only indicated "PROPOSAL SUBMISSION" for RFP Section Reference. Marked as "Section 7" from Section 8.2 where this provided the section # in question.)	If there are size limits on the emails that can be sent, may bidders send a series of properly labeled emails (e.g., EMAIL 1 of 3, EMAIL 2 of 3, etc.)?	Please see answer to question # 247. The bidder is able to send a series of properly labeled emails if necessary.
248	Section 7 Proposal Submission (Vendor only indicated "PROPOSAL SUBMISSION" for RFP Section Reference. Marked as "Section 7" from Section 8.2 where this provided the section # in question.)	Is there a file size limitation for the email submission?	Please see answer to question # 247.
249	Section 8.3 Technical Evaluation	Please provide the technical evaluation categories, criteria, and weighting.	The Technical Evaluation criteria and weighting will not be shared with the bidding community. Bidders should reference Section 6.2 for information requested in their technical proposal.
250	Section 8.3 Technical Evaluation	Please clarify whether individual Committee Member scores are averaged to calculate the Technical Score for each responsive Bidder and the Bidder receiving the highest score receives 70 technical points.	The Technical Evaluation criteria and weighting will not be shared with the bidding community. Bidders should reference Section 6.2 for information requested in their technical proposal.
251	Section 8.4 Cost Evaluation	Please clarify whether the all-inclusive not-to-exceed price is calculated by totaling the Monthly Estimated Costs from Attachment B – Cost Proposal Form, which includes Department-provided monthly estimated quantities.	Yes, this is confirmed.
252	Section 8.4 Cost Evaluation	Please clarify whether the monthly estimated price for Additional Costs related to Special Outreach Activities is not included when calculating the total all-inclusive not-to-exceed maximum price.	Please see Amendment #5 : Attachment B-1 Cost Proposal. The 500K annual amount with percentage fee rate will be included with the total contract value.
253	Section 8.8 Award Recommendation	What is the anticipated timeline to award the contract?	The Department is anticipating notifying awardee and non-awardees in November of 2025.
254	Attachment B - Cost Proposal	How many full-time equivalent (FTEs) from the current contractor support each of the following areas: A) Enrollment/Disenrollment Activities B) Mailings C) Outreach and Education Activities D) Quality Assurance & System Reporting E) HelpLine	This information will not be divulged to the bidding community. Bidders should refer to Section 4.0: Scope of Work and Attachment B: Cost Proposal for determining an appropriate FTE amount.
255	Attachment B - Cost Proposal, Instructions (Overview)	Please provide a list of all printed brochures, notices, forms, and other existing materials that have been developed to represent the program statewide.	The Department will not be sharing this with the bidding community. Please see Section 4.5 for additional information on Program Materials.
256	Attachment B - Cost Proposal, Instructions (Mailings)	Please clarify whether the per mailing rate includes all outreach mailings.	Yes. That is correct.
257	Attachment B - Cost Proposal, Instructions (Mailings)	Is it the Department's intent to have Bidders capture all implementation costs, including but not limited to the activities and costs listed?	Please see response to Question # 238.
258	Attachment B - Cost Proposal, Instructions (Mailings)	Please clarify the current monthly mailing volume and whether the volume expectation of 30,000 mailings per month aligns with the current volume.	The call volume estimates in Attachment B Cost Proposal are derived from current volume.
259	Attachment B - Cost Proposal, Instructions (Enrollment Applications Processing)	Is it the Department's intent to have Bidders capture all implementation costs including, but not limited to, the activities and costs listed?	Please see response to Question # 238.
260	Attachment B - Cost Proposal, Instructions (Enrollment Applications Processing)	Please clarify the current monthly enrollment volume and whether the volume expectation of 40,000 enrollments per month aligns with the current volume.	The call volume estimates in Attachment B Cost Proposal are derived from current volume.

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261	Attachment B - Cost Proposal, Instructions (HelpLine Activities)	Please clarify the current monthly call volume for the HelpLine and whether the volume expectation of 90,000 calls per month aligns with the current volume.	The call volume estimates in Attachment B Cost Proposal are derived from current volume.
262	Attachment B - Cost Proposal Form	Please clarify whether the Department plans to only evaluate the mid-tier unit prices for the purpose of the cost proposal evaluation.	The Department will not divulge its Cost Proposal scoring methodology to the bidding community.
263	Attachment B - Cost Proposal Form	Will the Department consider revising the tier volume ranges to more closely align with current volume expectations for Helpline, Mailings, and Enrollments?	No. Bidders should utilize the estimated quantities as included in the Cost Proposal when determining their pricing.
264	Attachment B - Cost Proposal Form	Will the Department provide Bidders an Excel version of Attachment B?	No. An Excel template will not be provided.
265	Attachment B - Cost Proposal Form	Please clarify whether the Monthly Estimated Cost is proposed and not an Annual Estimated Cost.	See Amendment #5, Attachment B-1 to the RFP.
266	Attachment B - Cost Proposal Form	Please provide an amended Attachment B that includes a column for annual cost estimates as current form does not include columns for "Annual Estimate Cost."	Please see response to Question #265.
267	Attachment C - Contractor Performance Standards	Will the Department please consider inclusion of Excused Events language that releases the Contractor from financial responsibility for events not directly caused by its own actions/inactions, such as: (i) when changes in scope, direction, budget, or program funding are made at the request of the Department and such changes adversely affect Contractor's ability to perform in accordance with the performance standards; (ii) when a force majeure event occurs and adversely affects Contractor's ability to perform in accordance with the performance standards; (iii) when any stated assumptions on which a performance standard measurement is based turns out not to have been correct; or (iv) when a failure is due to the acts or omissions of the Department or third parties under the Department's control?	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.
268	Attachment C - Contractor Performance Standards	Will the Department please confirm that the monthly retainage amount that must be reflected in the total of each monthly invoice submitted by the Contractor shall be ten percent (10%) in the aggregate, and not ten percent (10%) for each of the five core performance categories (i.e., 50% of the monthly invoice submitted by the Contractor)?	Yes. That is correct.
269	Attachment C - Contractor Performance Standards	Please provide monthly historical auto-assignment rates for NYC and Non-NYC local districts served for the past 12 months.	Please see Amendment #5, Attachment E for requested volumes.
270	Attachment C - Contractor Performance Standards	HelpLine- Please clearly define what is meant by 80% or more of calls answered by a live agent. Does this mean that 20% or less are answered by the IVR? How does the 80% reconcile with the 8% or less abandonment rate?	This question is not relevant for a submission of bids under this RFP. Please see Attachment C Contractor Performance Standards for Helpline performance standards.
271	Attachment C - Mailings	Performance Standard states: 95% of initial enrollment packet mailings to identified populations within five (5) days of the initial receipt of the information files from the Department. Please confirm the standard is within five (5) business days of the initial receipt.	Yes. That is correct.
272	Attachment C - Enrollment Application Processing	Please provide a copy of your current hardcopy enrollment form.	No. The Contractor is expected to develop their own enrollment form in accordance with State guidelines and approvals.
273	Attachment D, D.1 Additional Background Information (Medicaid Managed Care (MMC) Program)	Please clarify the Department's requirements on the nursing home auto assignment into Medicaid Managed Care (MMC) Program.	Currently this is a part of scope, but may be subject to change in the future at the discretion of the Department and will be discussed with the awarded vendor under the resulting contract.
274	Attachment D, D.2.1 Additional Background Information (Managed Long-Term Care Partially Capitated Plans (MLTCP))	Please clarify whether the current design for plan enrollments, disenrollments and transfers is plan driven.	No, these activities are not exclusively plan driven.
275	Attachment D, D.2.1 Additional Background Information (Managed Long-Term Care Partially Capitated Plans (MLTCP))	Please clarify whether the New York City LDSS submits enrollments, disenrollments and transfer requests to the broker.	Yes, that is correct. These requests are not submitted to the broker.
276	Attachment D, D.2.2 Additional Background Information (Medicaid Advantage Plus (MAP))	Please confirm that the Medicaid Advantage Program (MAP) sunset at the end of 2021 and MAP-related activities are no longer needed.	Please see response to Question # 121.

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277	Attachment D, D.3 Additional Background Information (Current Enrollment Broker Services)	Please clarify the current daily call handling volume for the toll-free HelpLine and whether the volume expectation of 9,000 calls per day aligns with the current call volume.	Attachment D, Section D.3. Current Enrollment Broker Services states the toll-free HelpLine established by the broker handles approximately 9,000 calls per day statewide.
278	Attachment D, D.3 Additional Background Information (Current Enrollment Broker Services)	Please clarify whether facilitated enrollment is aligned with current enrollment broker services scope.	Yes. That is correct.
279	Attachment D, D.3 Additional Background Information (Current Enrollment Broker Services)	Regarding, "The health plans may submit enrollments electronically to the enrollment broker through a system established and maintained by the broker." -Please provide details on this system. How are enrollments received (e.g., direct data entry, file transactions, transfer of enrollment forms, etc.)? -Is the system a web portal? -If data is completed through file transactions, please provide the monthly volume of file transactions and enrollments received. -Is there any other functionality required for the system besides enrollments (e.g., complaint logging, etc.)?	The Contractor is required to establish and maintain a system for the health plans to interface with for the purposes of processing enrollment related information. Please see section 4.12 for additional information on system requirements. Please see Amendment # 5, Attachment E for volumes.
280	Attachment D, D.3 Additional Background Information (Current Enrollment Broker Services)	The current experience of 9,000 calls per day is significantly different than the expected but not guaranteed volume in the cost proposal of 90,000 per month, and both of are significantly different than the experience requirement for 15,000 per day. Would the State please explain the difference in these numbers?	Please see Amendment # 5.
281	Attachment D, D.3 Additional Background Information (Current Enrollment Broker Services)	Will DOH provide the Contractor with the auto-assignment methodology?	The Contractor is expected to develop the methodology in accordance with the State laws and regulations.
282	Attachment D, D.3 Additional Background Information (Current Enrollment Broker Services)	What are the Contractor's responsibilities for identifying and training facilitator enrollers?	The Contractor is expected to develop the training materials for the enrollers in accordance with the State laws and regulations.
283	Attachment D, D.3 Additional Background Information (Current Enrollment Broker Services)	For the last program year, please provide the volume by month of how many enrollments were processed through submission of paper forms?	Please see Amendment #5, Attachment E for requested volumes.
284	Attachment D, D.3 Additional Background Information (Current Enrollment Broker Services)	For the last program year, please provide the volume by month how for how many enrollments were processed through the enrollment website?	Please see Amendment #5, Attachment E for requested volumes.
285	Attachment D, D.3 Additional Background Information (Current Enrollment Broker Services)	For the last program year, please provide the volume by month for how many enrollments were processed via telephone call to the enrollment broker?	Please see Amendment #5, Attachment E for requested volumes.
286	Attachment D, D.3 Additional Background Information (Current Enrollment Broker Services)	For the last program year, please provide the percentage by month of enrollments that were accomplished through auto assignment?	Please see Amendment #5, Attachment E for requested volumes.
287	Attachment D, D.3 Additional Background Information (Current Enrollment Broker Services)	For the last program year, please provide the volume by month of enrollment applications that were received from the MCOs requiring the 'verification' process?	Please see Amendment #5, Attachment E for requested volumes.
288	Attachment D, D.3 Additional Background Information (Current Enrollment Broker Services)	For enrollments received from the MCOs that require 'verification', the RFP describes members calling the call center for choice counseling. Does the call center also proactively outcall to these members?	The call center is not required to proactively conduct outbound calls to these members.

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289	Attachment D, D.3 Additional Background Information (Current Enrollment Broker Services)	For the last program year, lease provide the volume by month of the enrollment applications received from the LDSS offices?	Please see Amendment #5, Attachment E for requested volumes.
290	Attachment D, D.3 Additional Background Information (Current Enrollment Broker Services)	Please provide a list of the LDSS offices that require on-site Contractor support?	The Department can confirm that, at a minimum, Nassau and Suffolk counties require on-site support.
291	Attachment D, D.3 Additional Background Information (Current Enrollment Broker Services)	If a member 'opts in', can enrollment information be delivered to the member in digital form?	No. Digital form is not an option.
292	Attachment D, D.3 Additional Background Information (Current Enrollment Broker Services)	Please provide detailed requirements for the Contractor to enable their system to provide extensive feedback to health plans on enrollment transactions. What specific data is required to be reported and methodology required to report the extensive feedback?	The Contractor is required to establish and maintain a system for the health plans to interface with for the purposes of processing enrollment related information, such as enrollment transactions. Bidders should propose specific functionality of their system which will be evaluated as part of their technical proposal.
293	Attachment D, D.5 Additional Background Information (The Health Plans)	Please confirm the Family Health Plus program has sunset and program-related activities are no longer needed.	Yes, that is correct. Family Health Plus has sunset. Please see Amendment #5.
294	Attachment 8, NYSDOHA, I.4 - General Terms and Conditions	Section I General Terms and Conditions, Subsection (N) of the Dept. of Health Contract, allows the Department to "conduct any inspection at a time during normal business hours" at the Contractor's business. Will the Department please consider inserting a notice requirement into this provision? For example: M. <u>With 30 days prior written notice</u> , the Department shall conduct any inspection at a time during normal business hours where the activities of the work under this Contract are taking place and in a manner so as not to unreasonably disrupt the Contractor's business. During its inspection the Department may review and audit any materials related to this Contract.	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.
295	Attachment 8, NYSDOHA, Section III - Term and Termination	In the event the Department opts to terminate the contract in part or materially de-scopes the project, will the Department please consider negotiating an equitable adjustment in price for the remaining scope of the project?	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.
296	Attachment 8, NYSDOHA, Section III - Term and Termination	Will the Department please consider providing the Contractor with the ability to recover reasonable unamortized and wind-down costs associated with the Department opting to terminate the contract for its convenience and not due to the fault of the Contractor?	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.

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297	Attachment 8, NYSDOHA, III.B and C - Term and Termination	<p>Will the Department please consider inserting a 30-day cure period to allow Contractor to attempt to cure any breach before the Department's right to terminate becomes effective?</p> <p>For example:</p> <p>B. This Contract may be terminated by mutual written agreement of the Contracting parties.</p> <p>This Contract may be terminated by the DEPARTMENT for cause upon the failure of the CONTRACTOR to comply with the terms and conditions of this Contract, including the attachments hereto. <u>The Department shall provide written notice of such breach or failure and provide the CONTRACTOR thirty (30) calendar days to cure such breach. If the CONTRACTOR does not cure such breach or failure within thirty (30) calendar days after the written notice to cure,</u> the Department shall, provided that the DEPARTMENT shall give the CONTRACTOR written notice via registered or certified mail, return receipt requested, or shall deliver same by hand-receiving CONTRACTOR'S receipt therefore, such written notice to specify the CONTRACTOR'S failure and the termination of this Contract. If the Termination shall be effective ten (10) business days from receipt of such notice, established by the receipt returned to the DEPARTMENT. The CONTRACTOR agrees to incur no new obligations no to claim for any expenses made after receipt of the notification of termination.</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>
298	Attachment 8, NYSDOHA, III.E - Term and Termination	<p>Subsection D of Section III Term and Termination allows the Department to issue a stop work order in event of performance failure on behalf of the Contractor and to terminate the Contract should Contractor fail to cure the failure "within a reasonable time as specified by the Department, but not to exceed 30 days." Additionally, Subsection D allows Department to replace Contractor and makes Contractor liable for any costs required to perform the work exceeding Contractor's cost.</p> <p>Will the Department please consider amending the cure period to be a minimum of 30 days and remove Contractor's liability for such consequential costs? For example:</p> <p>E. The DEPARTMENT reserves the right to stop the work being performed under this Contract at any time that the DEPARTMENT deems the CONTRACTOR to be unwilling or unable to perform the work to the satisfaction of the DEPARTMENT. In the event of such cessation of work, and where the CONTRACTOR has been afforded an opportunity to cure its inability to adequately perform within a reasonable time as specified by the DEPARTMENT, but not less than thirty (30) calendar days to exceed 30 days, and the CONTRACTOR has failed to remedy such defect of performance to the satisfaction of the DEPARTMENT, the DEPARTMENT shall have the right to terminate this Contract and to arrange for the completion of the work in such manner as the DEPARTMENT may deem advisable.; and if the cost of having the work completed by a replacement CONTRACTOR exceeds the amount of the initially awarded Contract, the CONTRACTOR and its surety shall be liable to the DEPARTMENT for any excess cost on account thereof.</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>
299	Attachment 8, NYSDOHA, III.G.1 - Term and Termination (Provisions Upon Default)	<p>Subsection G.1 of Section III Term and Termination allows the Department to terminate the Contract immediately should Contractor fail to perform any of the terms, covenants, or promises of this Contract.</p> <p>Will the Department please consider amending this provision to allow the Contractor a thirty day cure period? For example:</p> <p>1. In the event that the CONTRACTOR, through any cause, fails to perform any of the terms, covenants or promises of this Contract, the DEPARTMENT thereupon shall <u>provide CONTRACTOR with written notice of such failure to perform. If Contractor fails to cure such failure within thirty (30) calendar days of such notice, the Department shall</u> have the right to terminate this Contract by giving notice in writing of the fact and date of such termination to the CONTRACTOR.</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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300	Attachment 8, NYSDOHA, III.G.2 - Term and Termination	<p>Subsection G.2 allows the Department to terminate the Contract should Contractor act in such a way “which is likely to or does impair or prejudice the interests of the department.</p> <p>Will the Department please consider amending this provision to allow the Contractor a thirty day cure period? For example:</p> <p>2. If, in the judgment of the DEPARTMENT, the CONTRACTOR acts in such a way which is likely to or does impair or prejudice the interests of the DEPARTMENT, the</p> <p>DEPARTMENT shall <u>provide CONTRACTOR with written notice of such actions. If Contractor fails to cure or remedy such actions within thirty (30) calendar days of such notice, the Department shall</u> thereupon have the right to terminate this Contract by giving notice in writing of the fact and date of such termination to the CONTRACTOR. The CONTRACTOR shall receive equitable compensation for such services as shall, in the judgment of the State Comptroller, have been satisfactorily performed by the CONTRACTOR prior to the effective date of termination of this Contract, such compensation shall not exceed the total cost incurred for the work which the CONTRACTOR was engaged in at the time of termination, subject to audit by the State Comptroller.</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>
301	Attachment 8, NYSDOHA, III.H - Term and Termination	<p>Will the Department please consider adding a provision to Subsection H that clarifies that in the event of termination, for any reason, Contractor shall be reimbursed for services performed up to the date of termination?</p> <p>For example:</p> <p><u>3. Upon termination of this Contract for whatever reason and regardless of the nature of default (if any), DEPARTMENT agrees to pay CONTRACTOR in full for all services satisfactorily provided to DEPARTMENT under this CONTRACT as of the effective date of termination.</u></p> <p>Should the State find adding such provision acceptable, Subsection G.2 should also be modified as shown below to avoid any conflict or confusion:</p> <p>2. If, in the judgment of the DEPARTMENT, the CONTRACTOR acts in such a way which is likely to or does impair or prejudice the interests of the DEPARTMENT, the</p> <p>DEPARTMENT shall <u>provide CONTRACTOR with written notice of such actions. If Contractor fails to cure or remedy such actions within thirty (30) calendar days of such notice, the Department shall</u> thereupon have the right to terminate this Contract by giving notice in writing of the fact and date of such termination to the CONTRACTOR. The CONTRACTOR shall receive equitable compensation for such services as shall, in the judgment of the State Comptroller, have been satisfactorily performed by the CONTRACTOR prior to the effective date of termination of this Contract, such compensation shall not exceed the total cost incurred for the work which the CONTRACTOR was engaged in at the time of termination, subject to audit by the State Comptroller</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>
302	Attachment 8, NYSOH Appendix, IV.A - Contract Insurance Requirements	<p>Please confirm that an Accord form Certificate of Insurance is “reasonably acceptable” evidence of insurance policies acceptable to the Department?</p>	<p>No, Accord form certificate of Insurance will not be accepted as evidence of insurance policies for worker’s compensation and disability insurance. Please see section 4.17 of the RFP for a list of acceptable forms. For proof of commercial general liability, we do accept an Accord form for proof of liability insurance.</p>
303	Attachment 8, NYSOH Appendix, IV.B.2 - Contract Insurance Requirements	<p>Will the Department accept the following modifications to Subsection B.2?</p> <p>Policy Forms. Except as may be otherwise specifically provided herein or agreed in writing by the DEPARTMENT, policies must be written on an occurrence basis, <u>except for Professional/Technology/Cyber Liability insurance policies. Under certain circumstances</u>, the DEPARTMENT may elect to accept policies written on a claims-made basis provided that, at a minimum, the policy remains in force throughout the performance of the services and for three (3) years after completion of the Contract. If the policy is cancelled and not renewed during that time, the CONTRACTOR must purchase at its sole expense Discovery Clause coverage sufficient to complete the 3- year period after completion of the Contract. Written proof of this extended reporting period must be provided to the DEPARTMENT prior to the policy’s expiration or cancellation.</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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304	Attachment 8, NYSOH Appendix, IV.B.3.b - Contract Insurance Requirements	<p>Will the State please consider amending subsection B. 3.b as shown below:</p> <p>b. Disclose any deductible, self-insured retention, aggregate limit, or any exclusion to the policy that material changes the coverage required by this contract.</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>
305	Attachment 8, NYSOH Appendix, IV.B.4 - Contract Insurance Requirements	<p>Subsection B 4 Primary Coverage requires proponents to carry protective liability insurance. This form of insurance is applicable only to the construction industry. Can the State please amend this subsection to remove this requirement?</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>
306	Attachment 8, NYSOH Appendix, IV.B.5 - Contract Insurance Requirements	<p>Will the State please consider amending subsection B 5 Policy Renewal/Expiration as shown below?</p> <p>At least two weeks prior to the expiration of any policy required by this Contract, Evidence of renewal or replacement policies of insurance with terms no less favorable to the DEPARTMENT than the expiring policies where possible in the insurance industry shall be delivered to the DEPARTMENT within ten (10) days of the insurance policy renewal via email from the insurance broker in the manner required for service of notice in subsection B.3-</p> <p>Certificates of Insurances/Notices of this Section. If, at any time during the term of this Contract, the coverage provisions and limits set forth in this Contract or proof thereof is not provided to the DEPARTMENT, the CONTRACTOR shall immediately cease work under this Contract if required certificates of insurance and required endorsements are not provided. The CONTRACTOR shall not resume work under this Contract until authorized to do so by the DEPARTMENT. Any delay, time lost, or additional cost incurred as a result of the CONTRACTOR not having insurance required by this Contract or not providing proof of same in a form reasonably acceptable to the DEPARTMENT shall not give rise to a delay claim or any other claim against the DEPARTMENT. Should the CONTRACTOR fail to provide or maintain any insurance required by this Contract, or proof thereof is not provided to the DEPARTMENT, the DEPARTMENT may withhold further Contract payments, treat such failure as a breach or default of the Contract, and/or, after providing written notice to the CONTRACTOR, require the Surety, if any; to secure appropriate coverage and/or purchase insurance complying with this Contract and charge back such purchase to the CONTRACTOR.</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>
307	Attachment 8, NYSOH Appendix, IV.B.5 - Contract Insurance Requirements	<p>Will the State please consider amending subsection B 6 as shown below?</p> <p>6. Self-Insured Retention/Deductibles. Certificates of Insurance must indicate the applicable deductible/self-insured retentions above \$100,000.00, which are subject to approval from the DEPARTMENT. Additional surety/security may be required in certain circumstances. The CONTRACTOR shall be solely responsible for all claim expenses and loss payments within the deductible or self-insured retention. If so requested, the Contractor shall provide copies of audited financial statements as evidence of its ability to pay its deductible or self-insured retention.</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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308	Attachment 8, NYSOH Appendix, IV.C.1 - Contract Insurance Requirements	<p>Will the State please consider amending Subsection C Specific Coverages and Limits, Item 1 Workers Compensation as shown below?</p> <p>For work to be performed in New York State, the CONTRACTOR shall provide and maintain coverage during the life of this Contract for the benefit of its employees as are required to be covered by the NYS Workers' Compensation Law. The CONTRACTOR shall provide notice to the DEPARTMENT immediately if CONTRACTOR'S Worker's Compensation coverage has lapsed or terminated during the PERIOD of this Contract. The Contractor's insurers shall, according to each insurance policy's provisions, provide at least 30 days' prior written notice of cancellation or non-renewal and 10 days' prior written notice for non-payment of premium to the certificate holder on file with insurers.</p> <p>If the Contract involves work on or near a shoreline, a U.S. Longshore policy and Harbour Worker's Compensation Act and/or Jones Act as applicable must be provided. Any waiver of this requirement must be approved by the DEPARTMENT and will only be granted in unique or unusual circumstances.</p> <p>Unless the CONTRACTOR is a political sub-division of New York State, evidence of Workers' Compensation and Employers Liability coverage must be provided on one of the following forms specified by the Commissioner of the Workers' Compensation Board:</p> <p>C-105.2 (September 2007, or most current version) – Certificate of Workers' Compensation Insurance</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>
309	Attachment 8, NYSOH Appendix, IV.C.3 - Contract Insurance Requirements (Commercial General Liability)	<p>Will the State please consider amending this Subsection 3 Commercial General Liability as shown below?</p> <p>For work to be performed in New York State, the CONTRACTOR shall provide and maintain Commercial General Liability Insurance (CGL) covering the bodily injury and/or property damage liability of committed by the CONTRACTOR for bodily injury, property damage, and including for personal and advertising injury arising from CONTRACTOR'S work and operations under this Contract, using form CG 00 01-12-07 or a policy providing equivalent coverage. The limits under such policy shall not be less than the following:</p> <ul style="list-style-type: none"> a. Each Occurrence limit - \$1,000,000 b. General Aggregate - \$2,000,000 c. Products/Completed Operations must be equivalent to the "General Aggregate" limit d. Personal/Advertising Injury - \$1,000,000 e. Damage to Rented Premises Rented to You - \$50,000 f. Medical Expense - \$5,000 <p>Coverage shall include, if applicable, the following:</p> <ul style="list-style-type: none"> a. premises operations liability; b. independent contractors/ subcontractors c. Blanket Contractual liability, including tort liability of another assumed in an Insured Contract; d. defense and/or indemnification obligations, including obligations assumed under costs outside of the limits this contract; e. Cross liability for additional insureds f. products/completed operations for a term of no less than 3 years, commencing upon acceptance of the work, as required by this Contract; g. explosion, collapse, and underground hazards [Intentionally Omitted – Applicable to Construction Industry Only] h. liability resulting from Section 240 or 241 of the New York State Labor Law; and [Intentionally Omitted] i. Cybersecurity Liability (liability is included in the Professional Liability insurance policy) <p>The following ISO forms must be endorsed to the policy:</p> <ul style="list-style-type: none"> a. CG 00 01 01-96 or an equivalent – Commercial General Liability Coverage Form b. CG 20 10 11-85 or an equivalent – Additional Insured-Owner, Lessees or CONTRACTORS (Form B) c. CG 25 03 11-85 or an equivalent- Designated construction project(s) general aggregate limit (only required for construction 	<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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310	Attachment 8, NYSOHA, IV.C.4 - Contract Insurance Requirements (Commercial Automobile Liability)	<p>Will the Department please consider amending Subsection 4 Commercial Automobile Liability as shown?</p> <p>Commercial Auto Liability insurance covering bodily injury and/or property damage liability arising out of the CONTRACTOR'S use of any motor vehicle in connection with the work, including owned, leased, hired and non-owned vehicles bearing or, under the circumstances under which they are being used, required by the Motor Vehicle Laws of the State of New York to bear, license plates. Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least one million dollars and shall name include the State of New York as additional insured. The limits may be provided through a combination of primary and umbrella/excess liability policies. If this Contract involves the removal of hazardous waste from the project site or otherwise transporting hazardous materials, pollution liability coverage for covered autos shall be provided by form GA 99 48 03 06 or CA 00-12 03 06 and the Motor Carrier Act Endorsement (MCS90) shall be attached.</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>
311	Attachment 8, NYSDOHA, Section IX - General Specifications (<i>Proposed New Clause</i>)	<p>Will the Department please consider adding a new clause to this section of the contract to include reasonable, industry-standard limitation of liability language whereby the Contractor's liability for direct damages shall be limited to the total contract value and neither party shall be liable to the other party for any incidental, indirect, consequential, punitive or special damages?</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>
312	Attachment 8, NYSDOHA, IX.E.5 - General Specifications (Ownership Clauses)	<p>Section E Ownership Clauses, Subsection 5 identifies this Contract as a "work for hire contract." Here, this contract is more akin to a services contract whereby the Contractor will be performing Level 2 Assessments.</p> <p>Will the State please consider modifying this Subsection 5 to protect Contractor's proprietary systems and software that may be used to deliver services under this Contract?</p> <p>For example: 5. 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. To the extent that the services provided by the CONTRACTOR are generated by CONTRACTOR'S proprietary software or systems, nothing contained herein is intended nor shall it be construed to require CONTRACTOR to provide such software or systems to the DEPARTMENT. DEPARTMENT agrees that it has no claims of ownership, including copyright, patents, or other intellectual property rights to CONTRACTOR's software or systems or any of CONTRACTOR's licensor's software or systems.</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>
313	Attachment 8, NYSDOHA, IX.G - General Specifications (Date/Time Warranty)	<p>Section G Date/Time Warranty does not appear applicable to this scope of work as this RFP is not procuring Products. Rather this RFP is procuring Services. Can the Department please confirm that this Section G will not be applicable to this Contract and will be stricken from the final form?</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>
314	Attachment 8, NYSDOHA, IX.I.3 - General Specifications (Ongoing Responsibility)	<p>Subsection 3 Termination for Non-responsibility allows the Department to terminate the Contract when the Department determines that Contractor is "non-responsible."</p> <p>Will the Department please consider adding a notice and cure period to this provision?</p> <p>Termination (for Non-Responsibility): Upon thirty (30) calendar days written notice to the CONTRATOR, and thirty (30) calendar day period a reasonable opportunity to be heard with appropriate DEPARTMENT officials or staff and to remedy/cure any issues raised, this Contract may be terminated by Commissioner of Health or his or her designee at the CONTRACTOR'S expense where the CONTRACTOR is determined by the Commissioner of Health or his or her designee to be non-responsible. In such event, the Commissioner of Health or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.</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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315	Attachment 8, NYSDOHA, IX.J - General Specifications (Indemnification)	<p>Will the Department please consider limiting Contractor's obligation to indemnify to third-party claims and proven direct damages as shown below?</p> <p>CONTRACTOR shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and save harmless the DEPARTMENT from third party claims, suits, actions, and resulting proven direct damages and costs of every name and description relating to personal injury and damage to real or personal tangible property and intellectual property, caused by any intentional act or negligence of CONTRACTOR, its agents, employees, partners or subcontractors, without limitation; provided, however, that the CONTRACTOR shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the DEPARTMENT.</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>
316	Attachment 8, NYSDOHA (Pg. 32)	<p>Will the Department please consider adding a limitation of liability provision to the Contract in order to place a reasonable limit on Contractor's liability, as well as to exclude liability for indirect/consequential damages?</p> <p>For example:</p> <p>Contractor's liability under the Contract for direct damages shall be the greater of the following (i) \$1,000,000.00, (ii) the dollar amount of the contract, or (iii) two times the charges rendered by the Contractor under the Contract and including any amendments. Unless otherwise specifically enumerated herein, neither party shall be liable to the other for special, indirect, or consequential damages, even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.</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>