



KATHY HOCHUL  
Governor

FRANK T. WALSH, JR.  
Acting Medicaid Inspector General

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The New York State Office of the Medicaid Inspector General (OMIG) released RFP #OMIG 23-03 for NYS Medicaid Third-Party Liability Match and Recovery Services, on July 10, 2023. Prospective Offerors were given the opportunity to submit questions regarding this solicitation. Below, is OMIG's official response to the questions pertaining to RFP #OMIG 23-03.

1. Per page 29 of the RFP, "III. Office and Staffing Requirements"

**Q:** *Please confirm our understanding provided by the bidder will not be acting as a legal advisor to the state.*

**OMIG Response** – This is correct. The bidder will not be acting as a legal advisor to the state. OMIG's Office of Counsel will serve as legal adviser for the state.

2. Per page 29-30 of the RFP, "III. Office and Staffing Requirements, A. Offeror References"

**Q:** *Requiring numerous references will limit the number of qualified responders and prevent new entrants that have new and innovative approaches from responding, would OMIG consider less than 3 references?*

**OMIG Response** – No, OMIG will not consider less than 3 references. OMIG does not believe that the request is unreasonable nor that it will deter vendors from responding with new and innovative ideas and approaches.

3. Per page 41 of the RFP, "VII. Method of Award, D. Proposal Review"

**Q:** *The Scoring Chart on page 41 shows the Third-party Liability Match & Recovery Experience maximum points is 15 but the paragraph on page 41 shows the maximum point for Third-party Liability Match & Recovery Experience section is worth twenty (20) total points. Which score is correct?*

**OMIG Response** – The Third-party Liability Match & Recovery Experience will be worth fifteen (15) total points out of the seventy-five (75) available for Technical score. The State will revise the RFP to clarify that.

4. **Q:** *Can a certified minority owned small business, that specializes in insurance discovery and eligibility, bid for Module 1 or a subset of the overall project?*

**OMIG Response** – Per Section VIII. Administrative Requirements, subsection D. Contract Award: “OMIG will award one contract as a result of this RFP”. OMIG will not separate the contract by modules, however any minority/woman-owned business (MWBE) that can perform the scope of work in its entirety is encouraged to submit a bid

5. **Q:** *Of the \$270M that you reference, how much is identified through pre-payment avoidance vs. post-pay recovery?*

**OMIG Response** – By their nature, recoveries are considered post-payment. All recoveries come from Module 2 (TPL). All cost avoidance comes from Module 1 (PPIV).

6. **Q:** *Can you clarify for the TPL RFP if any portion of those requirements affect P&C or Workers Comp coverage in any way OR if this is solely Eligibility driven Medical and RX TPL services?*

**OMIG Response** – The requirements are solely eligibility driven Medical and RX TPL services, also including dental and vision.

7. **Q:** *Can you clarify whether Medicaid MCO membership will be included in the TPL contract?*

**OMIG Response** – Medicaid recipient eligibility information will be made available.

8. **Q:** *Please provide any auditing standards and processes for contractor performance pertaining to post-payment/pay-and-chase Third-Party Liability recovery work.*

**OMIG Response** –OMIG will work with the Contractor to review their proposed protocols and standards to ensure they align with the requirements of the RFP, Federal and State law, and OMIG’s expectations. Processes include but are not limited to claims review, data matching, reviewing data feeds, issuing reviews based on findings, checks on outgoing information, and performing collections.

9. **Q:** *Of the \$270M that you reference, how much is identified through pre-payment avoidance vs. post-pay recovery?*

**OMIG Response** –By their nature, recoveries are considered post-payment. All recoveries come from Module 2 (TPL). All cost avoidance comes from Module 1 (PPIV).

10. Per page 72 of the RFP, “Scope of Work- Module 2 Third-Party Retroactive Recovery Projects Section 1B.M lists: specific functions of TPL recoveries as including but not limited to, direct billing carriers, conducting provider reviews, and Medicaid managed care reviews.”

**Q:** *Are there any restrictions on post-payment third-party liability recovery sources or methods applicable to this RFP?*

**OMIG Response** –Restrictions on post-payment third-party liability recovery sources or methods applicable to this RFP are at OMIG’s discretion. Any known restrictions will be provided to the winning Offeror after contract execution.

11. **Q:** *Will OMIG accept DocuSign signatures in lieu of wet signatures?*

**OMIG Response** – To be compliant, an Offeror must submit one (1) scanned copy of a fully-signed and scanned proposal by the due date and time, to be followed by three (3) hard copies of signature pages (with ink signatures), mailed separately. DocuSign would not be accepted in lieu of wet signatures.

12. Per page 2 of the RFP, “Letter of Intent”

**Q:** *Does the letter of intent bind an offeror to submit a proposal?*

**OMIG Response** – The Intent to Bid (ITB) form serves as a tool for OMIG to gauge interest. It is not a requirement and has no set date for submission, if at all.

**Q:** *Since the questions are due on 7/24/2023 and NYS has stated answers will be delivered 8/7/202 we respectfully request an extension on the Closing date for receipt of Proposals to 9/1/23 in effort to consider important answers as part of our response and in effort to encourage competition.*

**OMIG Response** –OMIG extended the initial bid submission date. The closing date for receipt of Proposals is now due on 12: 00 pm EST on 8/28/23.

13. Per page 10 of the RFP, “Section G. Pertinent Statistics”

**Q:** *Can you please provide what percentage of savings of the \$207,655,738 came from Cost Avoidance vs. Recovery?*

**OMIG Response** – Please refer to OMIG’s annual reports ([Annual Reports | Office of the Medicaid Inspector General \(ny.gov\)](#))

14. Per page 10 of the RFP, “Section G. Pertinent Statistics”

**Q:** *With regard to the Recovery dollar amount stated in this section \$207,655,738, can you provide the valuation, in dollars, that the State assigns the per segment? Is this included in the \$207,655,738 recovery number stated in this section?*

**OMIG Response** –By their nature, recoveries are considered post-payment. All recoveries come from Module 2 (TPL). All cost avoidance comes from Module 1 (PPIV).

15. Per page 10 of the RFP, “Section G. Pertinent Statistics”

**Q:** *Can you provide the average dollar amount per claim identified in current TPL program? Can you provide the average cost per member considering all claims identified in the current TPL program?*

**OMIG Response** – The average isn’t accurately reflective of the work. The dollar amount and cost per member can vary depending upon services provided to the patient. Please refer to OMIG’s annual reports ([Annual Reports | Office of the Medicaid Inspector General \(ny.gov\)](#))

16. Per page 10 of the RFP, “Section G. Pertinent Statistics”

**Q:** *Can you confirm that both updates and terminations are included in the Scope of Work for a per segment fee?*

**OMIG Response** – Yes, both updates and termination are included in the Scope of Work for a per segment fee.

17. Per page 14 of the RFP, “Section B. Scope of Work- Modules, Module 1 Pre-Payment Insurance Verification”

**Q:** *Can you please clarify if prescription drug for Managed Care Organization is included in the scope?*

**OMIG Response** – Prescription drug for Managed Care Organization is not currently included in the scope of work but this could change in the future.

18. Per page 43 of the RFP, “Section VIII Administrative Requirements Subsection B. Optional Offerors Conference”

**Q:** *We encourage NYS OMIG to use the offeror conference or an additional round of Questions and Answers to assist potential offerors clarity of RFP requirements in effort to provide NYS OMIG the most complete and competitive offer.*

**OMIG Response** – OMIG will ensure it has all the information necessary to make an informed decision.

19. Per page 12 of the RFP, “Section II A. The RFP states: that “The winning Offeror will be required to establish and maintain an office within New York State”

**Q:** *In the interest of competition, would the State consider waiving the requirement for a local office if the vendor agrees to being onsite within the required three (3) business days of any onsite request?*

**OMIG Response** – Yes, OMIG would consider waiving the requirement for a local office, however staff must be solely assigned to NY’s TPL Contract and at the request of the agency, key personnel must be available to come onsite to OMIG’s Albany office, within (3) three business days.

20. Per page 15 of the RFP, “Section II B.”

**Q:** *Rather than using extract files would it be possible to connect to an Enterprise Data Warehouse for the MMIS data such that the data could be access in real-time?*

**OMIG Response** – Yes, connecting to an Enterprise Data Warehouse for the MMIS data opposed to using extract files is possible.

21. Per page 16 of the RFP, “Section II B.”

**Q:** *Does the State of NY have a printing and mailing center that could be leveraged for correspondence that are required as a part of the solution?*

**OMIG Response** – No, the State of NY does not have a printing and mailing center that could be leveraged for correspondence. A mailroom is not required; however, a Contractor must be able to send and receive correspondence.

22. Per page 29 of the RFP, “Section III”

**Q:** *What does the State of NY foresee that the responsibilities of the attorney licensed in the state would be?*

**OMIG Response** – The Scope of work includes communicating with attorneys for providers and working with OMIG attorneys.

23. Per page 29 of the RFP, “Section III A.”

**Q:** *Could the three references come from different areas within the same state organization?*

**OMIG Response** – Yes, the references can come from the same State; however, they should be from different agencies/organizations.

24. Per page 38 of the RFP, “Section VI.”

**Q:** *To allow for the State of NY to have more ownership and control of their TPL processes, would NY consider an implementation-based fee schedule rather than Per Segment and Contingency in which the State would manage some of the payer processes in house?*

**OMIG Response** – No, it will remain contingency based for recovery dollars and per segment for PPIV.

25. Per page 21 of the RFP, “Section II D.”

**Q:** *Does the State of NY have an existing enterprise Single Sign On implementation that could be leveraged for providers already enrolled with the State?*

**OMIG Response** – No, NYS does not have an existing enterprise Single Sign On implementation that could be leveraged for providers already enrolled with the State

26. Per page 89 of the RFP, “Attachment 7”

**Q:** *Do all payers within the State of NY utilize X12 or NCPDP EDI transactions for electronic billing? If not, (1) could the State please identify which payers do not and (2) would the State of NY be willing to split the contract responsibilities and utilize the incumbent vendor during the contract transition for those that only process paper billings?*

**OMIG Response** – OMIG is unable to identify which payers do or do not utilize X12 or NCPDP EDI transactions for electronic billing and cannot obligate the incumbent to perform contractual duties beyond their contract end date. However, there is a contract transition period built into the RFP where the incumbent will work cooperatively with OMIG and the successor contractor at the end of the current contract to ensure an efficient and timely transition of contract responsibilities with minimal disruption of services. Please see Section VIII Section G. Contract Transition.

27. Per page 89 of the RFP, “Attachment 7”

**Q:** For the payers that utilize EDI transactions for electronic billing, could they be broken out by the clearing house they utilize or if they are in-house solutions?

**OMIG Response** – OMIG is unable to identify which payers do or do not utilize X12 or NCPDP EDI transactions for electronic billing and therefore payers cannot be broken out by the clearing house they utilize or if they are in-house solutions.

28. Per page 27 of the RFP, “Section II I. “

**Q:** Would NY accept a SOC Bridge Letter due to annual audit timeframes not coinciding?

**OMIG Response** – Yes, OMIG will accept an SOC Bridge Letter due to annual audit timeframes not coinciding.

29. **Q:** Throughout the RFP, there were various indications of a 3-month or 90-day implementation period that would be required. Rather than this approach, would the State of NY be open to extending the contract with the incumbent vendor and allowing an extended phased approach to eliminate this need for a 3-month implementation period?

**OMIG Response** – No, the (3) three-month implementation period is the extended phased approach.

30. Per page 2 of the RFP,

**Q:** Will the State please provide detailed instructions regarding the completion and submission of the Intent to Bid form including to whom the form should be submitted, how the form should be submitted, the submission deadline, etc.?

**OMIG Response** – The Intent to Bid (ITB) form serves as a tool for OMIG to gauge interest. It is not a requirement and has no set date for submission, if at all. If an Offeror elects to submit an ITB form they may do so either electronically via the [procurements@omig.ny.gov](mailto:procurements@omig.ny.gov) email address or may send via regular mail to the designated contacts, Edwin Lake, or Alicia Wilson.

31. Per page 2 of the RFP

**Q:** Will OMIG please provide the names of vendors that submitted a completed Intent to Offer or Not to Offer form that indicates that the vendor will submit a proposal?

**OMIG Response** – No, OMIG will not be releasing the names of the vendors that submitted a completed Intent to Offer or Not to Offer form. OMIG does not believe that it is a necessary statistic in order to provide a more accurate proposal.

32. Per page 2 of the RFP, states: “by signing you certify your explicit authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this RFP, Appendix A (Standard Clauses For New York State Contracts), Appendix B (General Specifications), Appendix F (Procurement Lobbying Legislation), and Appendix H (HIPAA), and that all information provided is complete, true, and accurate.” Additionally, the Transmittal Letter Required in the

transmittal letter says to, “Include a statement as to the willingness of the Offeror to enter into a contractual agreement containing, at a minimum, those terms and provisions identified in the Scope of Work section of this RFP. Any exceptions to these terms and conditions must be explicitly stated in accordance with the terms of the Comments and Limitations section of this RFP. A. Comments and Limitations - Any exceptions, caveats, or additional information to the Offeror’s responses to specifications in this RFP must be listed and cross-referenced to the response to which it applies and be clearly explained.”

**Q:** *Will the State consider proposed modifications to the terms and provisions contained throughout the RFP, including all appendices? If so, shall the bidder submit any requested modifications to any terms and provisions in the appendices in Comments and Limitations section of the proposal as well?*

**OMIG Response** – Yes, proposed modifications may be considered and should be provided in Comments and Limitations section of the proposal.

33. Per page 12 of the RFP, states: “Additionally, the winning Offeror, must be prepared to modify its system to interface with the current and/or new Medicaid payment system.”

**Q:** *With the understanding that modifications to customized processes and systems can be costly and/or time consuming to implement, will expenses associated with the modifications made by the Contractor be the responsibility of the State? Also, how will necessary system modifications required by the State be reflected by correspondingly modified SLAs and/or turnaround times?*

**OMIG Response** – No, the Contractor will not be permitted to submit fee and cost adjustments. The bid price is inclusive of all processes and requirements outlined within the scope of work as further defined by OMIG based on needs as they emerge.

34. Per page 13 of the RFP

**Q:** *While Policy Holder information is usually available, there are instances when this information is not provided by the carrier. If the Recipient (i.e., the Dependent) information is verified, will the State consider designating Policy Holder Name, SSN, and Relationship non-required fields since this directive will maximize overall cost avoidance savings?*

**OMIG Response** – For Module 1 (PPIV), the Contractor would be responsible for contacting insurance carriers to obtain any policy holder information including missing information.

35. Per page 16 of the RFP, Module 2 Provider Recovery Reviews/ Audits

**Q:** *The provider is able to self-void/adjust a claim or can consent to the Contractor submitting the void/adjust on the provider's behalf. As Encounter payments cannot be electronically voided/adjusted by the Contractor, will the Contractor be required to coordinate with providers to send all Encounter provider review overpayments via check to the State’s designated lockbox?*

**OMIG Response** – Yes, the Contractor will be required to coordinate with providers to send all Encounter provider review overpayments via check to the State’s designated lockbox.

36. Per page 17 of the RFP, “The contractor will be required to provide data in a standard format, with all required fields, as directed by OMIG, to support reporting and other business processes for audit tracking and integration within OMIG’s Fraud Activity Comprehensive Tracking System (FACTS).”

**Q:** *With what frequency does the data file get submitted to OMIG?*

**OMIG Response** – Collections data files must be submitted to OMIG on a weekly basis. All other data files will be submitted as needed, determined after award; however, in any instance where an error is being corrected, the file must be submitted no later than the following business day.

37. Per page 17 of the RFP, it states: “The Contractor will abide by any OMIG instructions or interpretations of these regulatory requirements. OMIG reserves the right to modify its processes.”

**Q:** *With the understanding that modifications to customized processes and systems can be costly and/or time consuming to implement, will expenses associated with the modifications made by the Contractor be the responsibility of the State? Also, how will necessary system modifications required by the State be reflected by correspondingly modified SLAs?*

**OMIG Response** – No, the Contractor will not be permitted to submit fee and cost adjustments. The bid price is inclusive of all processes and requirements outlined within the scope of work as further defined by OMIG based on needs as they emerge.

38. Per page 15 of the RFP

**Q:** *In instances where the third-party liability coverage is not reflected on the MMIS (e.g., due to business rules), should the Contractor also use data matches for Medicaid reclamation billing?*

**OMIG Response** – No, for Medicaid reclamation billing the Contractor would be matching data against the MDW.

39. Per page 19 of the RFP

**Q:** *Will the State allow the Contractor to bill carriers via paper bills and/or does the State require a minimum number of carriers to be billed electronically? Will the Contractor’s billing capabilities, whether paper or electronic, be factored into proposal evaluation scoring?*

**OMIG Response** – OMIG does allow for the Contractor to bill carriers both via paper bills and electronically and does not require a minimum number of carriers to be billed electronically. OMIG will take into consideration all factors during the proposal grading.

40. Per page 20 of the RFP

**Q:** *Will the State provide the Contractor with an enforcement mechanism to compel carrier cooperation in its efforts to investigate and resolve denial reasons?*



**OMIG Response** – The State will provide the Contractor with the ability to perform withholds for the non-compliance cases. Please see section II. Module 2 Overpayments- Notice to Providers.

41. Per page 20 of the RFP, it states: “The Contractor must investigate and resolve denial reasons including client not eligible at time of service.”

**Q:** *As this is a “final” (i.e., non-actionable) carrier denial that cannot be overturned, will the State consider removing this task from the list of service requirements?*

**OMIG Response** – No, this task cannot be removed from the list of service requirements.

42. Per pages 21- 23 of the RFP

**Q:** *These sections require that the Contractor have a Provider Portal, Recovery Claims Database, and Collections Case Tracking System that can be accessed by OMIG and in the case of the Portal, by providers. If an Offeror uses its proprietary portal, database, and system that meet the requirements, will OMIG agree that all rights of ownership of the Offeror’s portal, systems, and databases will remain solely with the Offeror? This question assumes that the OMIG will be able to use the portal, system, and database for the term of the Contract and that the claims data in the database and system belong to the OMIG.*

**OMIG Response** – The Offeror will maintain ownership of the system; however, ALL data will belong to OMIG. Furthermore, the data will need to be provided to OMIG, in a format determined by OMIG and then purged after the contractual relationship with OMIG has come to an end.

43. Per page 23 of the RFP

**Q:** *The Recovery Claim Database requirement lists the currently required fields. With the exception of the remittance detail, will the remaining data elements be provided to the Contractor on the monthly/weekly data files from the MMIS?*

**OMIG Response** – No, the Contractor may need to pull additional data from MDW themselves.

44. Per page 23 of the RFP, it states: “the database must be a free-standing system where Medicaid claim details recovered by the Contractor can be accessed by OMIG and compatible with FACTS;”

**Q:** *Will the State please provide a detailed description of its intended meaning of “compatible with FACTS”?*

**OMIG Response** – Compatible means that any information that is housed in the free-standing database must be in a format necessary to be transmitted to OMIG’s FACTS system.

45. Per page 24 of the RFP, Requirement 7 states: “the Offeror’s Recovery Claims Database must be compatible with any new MMIS adopted by the State during the term of the contract.”

**Q:** *Will the State please provide a detailed description of its intended meaning of “compatible”?*

**OMIG Response** – *Compatible means that if a new MMIS is adopted by the State that the contractor may need to adjust the Recovery Claims Database to reflect any changes that may come about due to a new MMIS. For example, table and field names may change with a new MMIS, therefore naming conventions in the Recovery Claims Database may also need to be changed.*

46. Per page 24 of the RFP

**Q:** *Will the State please describe the services that would be associated with collections? Does this requirement pertain to provider reviews after a FAR has occurred?*

**OMIG Response** – *Please see Section F. Collections Case Tracking System of the RFP. The Collections services are specified in the section “Overpayments-Notice to Providers.”*

47. Per page 24 of the RFP, it states:” all data files and programs (claim data and query results) created under this project shall be the sole property of the State and, upon request, must be provided to OMIG in a format approved by OMIG.”

**Q:** *Will OMIG please confirm that the term “programs” in this sentence means “claim data and query results” only? Also, will OMIG confirm that it does not refer to computer programs that operate the Recovery Claims Database which are proprietary and solely owned by the Offeror?*

**OMIG Response** – *The Offeror will maintain ownership of the system; however, ALL data will belong to OMIG. Furthermore, the data will need to be provided to OMIG, in a format determined by OMIG and then purged after the contractual relationship with OMIG has come to an end.*

48. Per page 32 of the RFP

**Q:** *Because diminished recoveries are costly to the State, will the resulting contract include early termination clauses associated with a Contractor’s poor performance?*

**OMIG Response** – *Section VI. Contractor Accountability in the RFP outlines the levels of reviews and corrective action associated with a Contractor’s performance. Should the Contractor’s poor performance require termination, OMIG would do so in accordance with Appendix B of this RFP.*

49. Per page 34 of the RFP

**Q:** *Will OMIG provide notice and an opportunity to respond regarding any alleged violations? If it is ultimately determined that a violation of a written directive occurred, will the State please confirm that the 1% fee reduction will only be applied to those claims that are directly related to the violation?*

**OMIG Response** – *OMIG will provide written notice of the alleged violation, and yes, the Contractor can respond to this violation. Each type of violation listed in the RFP has a unique applicable fee reduction. Each invoicing period will be assessed, and fee adjustments for any applicable violations by type will be applied with the caveat that the total fee adjustments will not reduce the contingency fee paid for any given month below 5%.*

50. Per page 36 of the RFP, it states: “The proposal must be submitted to [procurements@omig.ny.gov](mailto:procurements@omig.ny.gov) with hard copies of the signature pages submitted to the address listed in the Designated Contacts listed on page 1 of this RFP.”

**Q:** *To whom and which address listed on page 1 should the hard copies be submitted: Edwin Lake or Alicia Wilson?*

**OMIG Response** – Proposals must be sent directly to [procurements@omig.ny.gov](mailto:procurements@omig.ny.gov) with hard copies to 800 North Pearl St. Albany, NY, 12204 and can be addressed to either designated contact Edwin Lake or Alicia Wilson.

51. Per page 37 of the RFP

**Q:** *If an Offeror intends on submitting responses to the three cost containment RFPs issued by OMIG on July 10, 2023 (OMIG 23-03 for TPL Services, OMIG 23-01 for Casualty and Estate Recovery Services and OMIG 23-02 for Recovery Audit Contractor (RAC) Services), will the State consider price concessions associated with two or more contract awards to that Offeror to maximize value for the State? If yes, how should the Offeror present this information in the Financial Proposal?*

**OMIG Response** – Each of OMIG’s RFPs is its own, stand-alone RFP. The intention is that each would have its own cost and payment mechanism. However, if a vendor is willing and able to perform all functions expected within all three (3) RFPs, it may offer a special narrative that explains its intentions with each of the RFPs. However, there is no guarantee that this would be acceptable thus the vendor is encouraged to also offer separate pricing, as outlined within each RFP. Any special narrative must be submitted separately from the expected Financial Proposal for each RFP and must be appropriately labeled to avoid confusion.

52. Per page 37 of the RFP, it states, “although it is acceptable for the Offeror to use its experience in providing similar services to complete this section, the Offeror must not refer to the monetary value of the services rendered.”

**Q:** *Because recovery services are associated with monetary value, an Offeror’s experience in this service area is also associated with monetary value; therefore, may the Offeror include in its proposal descriptions of recovery experience success values measured in dollars (e.g., recoveries and savings generated for similar clients) while not disclosing payments received for providing the services described?*

**OMIG Response** – No. Although recoveries have a monetary value, this is not reflective of how a Contractor will perform the duties and services outlined in the RFP.

53. Per page 38 of the RFP

**Q:** *Will the State please clarify where in its submission the Offeror is to provide its responses to the “Statement of Competing Commitments” and “Comments and Limitations” requirements described on page 38?*

**OMIG Response** – The Offeror shall provide its responses to “Statement of Competing Commitments” and “Comments and Limitations” within the Technical Proposal narrative. There is no definitive placement for these statements thus they may be included wherever an Offeror believes they fit most appropriately, per their proposal.

54. Per page 39 of the RFP

**Q:** *In addition to the content described in the “Financial Proposal” subsection of the RFP on page 39, may the Offeror also include in its Financial Proposal submission a brief narrative that provides a justification and value associated with its proposed Cost?*

**OMIG Response** – The Offeror may offer a brief narrative that provides justification and value associated with its proposed cost, but it may not contain any identifying characteristics, or branding and must be submitted as a separate attachment, labeled something similar to: “Financial Proposal Explanatory Narrative”.

55. Per page 41 of the RFP, it states: “the Offeror’s responses to the measurable portions of the Scope of Work section are worth forty-five (45) total points out of the seventy-five (75) available for technical score.”

**Q:** *However, the table above this sentence on the same page lists the following points per subsection within RFP Section II Scope of Work: Scope of Work Overview (15); Scope of Work Module 1 PPIV (10); Scope of Work Module 2 Retroactive Recovery Projects (5); Scope of Work Module 2 DAR/FAR Process (5); Secure Web-based Provider Portal (5); Recovery Claims Database (5); and Collections Case Tracking System (5) which totals to 50 points. Will the State please clarify how many evaluation points are associated with the Scope of Work subsections listed in the table on page 41 and also clarify how many total evaluation points are associated with the Offeror’s entire response to the Scope of Work requirements?*

**OMIG Response** – The Scope of Work section will be worth thirty-five (35) total points out of the seventy-five (75) available for Technical score. Scope of Work Overview is worth fifteen (15), Scope of Work Module 1 PPIV is worth ten (10), Scope of Work Module 2 Retroactive Recovery Projects is worth five (5) and Scope of Work Module 2 DAR/FAR process is worth five (5). The State will revise the RFP to clarify that.

56. Per page 41 of the RFP, it states: “the Offeror’s responses to the measurable portions of the Third-party Liability Match and Recovery Experience section are worth twenty (20) total points.”

**Q:** *However, the table above this sentence on the same page lists the section’s worth as 15 points. Will the State please clarify how many evaluation points are associated with the Offeror’s response to the Third-party Liability Match and Recovery Experience requirements?*

**OMIG Response** – The Third-party Liability Match & Recovery Experience will be worth fifteen (15) total points out of the seventy-five (75) available for Technical score. The State will revise the RFP to clarify that.

57. Per page 42 of the RFP, it states:” the Financial Proposal is worth thirty percent (25%) of the Offeror’s final score.”

**Q:** *Will the State please clarify the percentage of the final score associated with the Offeror’s Financial Proposal?*

**OMIG Response** – The Financial Proposal will be worth twenty-five percent (25%) of the Offeror’s final score. The State will revise the RFP to clarify that.

58. Per page 43 of the RFP, it states, “the Financial proposal is worth twenty-five percent (25%) of the Offeror's final score. The lowest total financial proposal will receive the full twenty-five (25) points allotted to the Final Financial score;”

**Q:** *Will the State require that the Offeror awarded the contract deliver a minimum or guaranteed annual recovery value to preserve budgeted recoveries?*

**OMIG Response** – No, the State does not require the awarded Offeror to deliver a minimum or guaranteed annual recovery value.

59. Per page 50 of the RFP, it state: for Offerors to claim the exemption from disclosure provided by this provision of law, Offerors must mark as “CONFIDENTIAL” any specific proprietary information contained in their proposal(s) that they wish to protect from further disclosure or dissemination.”

**Q:** *To support the State’s responses to future FOIL requests, will the State please accept one (1) electronic copy of the redacted version of the proposal that is submitted by the Offeror in addition to the Offeror’s submission of one (1) electronic copy of the original, unredacted version of the proposal per the submission instructions on page 36?*

**OMIG Response** – Yes, in addition to the unredacted version, a suggested redacted version may be provided, however it may not be appropriate for use. A justification for the requested exemption must also be provided.

60. Per page 89 of the RFP, “Attachment 7”

**Q:** *Attachment 7 lists the minimum carrier matching agreements that must be in place prior to the start of the contract. Will the quantity of in-place carrier agreements and/or time to onboard new carriers be factored into proposal evaluation scoring?*

**OMIG Response** – The Offeror must have carrier matching agreements in place, at minimum, with the insurance carriers listed in Attachment 7, prior to the start of the contract. OMIG will take into consideration all factors during the proposal grading.

61. Per page 89 of the RFP

**Q:** *Industry best practices require a TPL solution administered on behalf of a program as large as New York Medicaid to have carrier matching agreements in place with a large number of carriers, beyond those listed in Attachment 7. What is the time frame in which the Contractor must establish a carrier network that matches or exceeds the size of the network currently generating results for OMIG?*

**OMIG Response** – The Offeror must have carrier matching agreements in place, at minimum, with the insurance carriers listed in Attachment 7, prior to the start of the contract.

62. Per page 25 of the RFP, Section G. -Receipt and Documentation of Recovered Funds states: “Implementation and administration of a recovery process, directed by OMIG, including utilization of a lockbox and/or ACH payments, which serves as a repository for Medicaid recoveries. The Contractor cannot remove money from the lockbox; however, is required to monitor and report on the lockbox activity;”

**Q:** *Does the Contractor or State provide the Lockbox?*

**OMIG Response** – The State will be responsible for providing the lockbox.

63. Per page 74 of the RFP, Section 1B. Scope of Work (Module 2 – Third-Party Retroactive Recovery Projects) states:” must develop internal procedures, consistent with OMIG requirements and timeframes, including but not limited to, obtaining and monitoring repayment agreements, reacting to payment interruptions via phone, email, and mail communications to providers, assisting with hardship requests, making referrals for OMIG withholds, monitoring/updating receivables, submitting collections weekly action reports, imposing pre-collections and post-collections interest, reporting on pre-collections and post-collections interest, monitoring recoveries including lockboxes/ACH account and voided claims, submitting judgment lien filing documents to OMIG, reporting unpaid liabilities to OMIG for referral to the AG, and reporting”  
**Q:** *Is the Contractor required to provide an inbound mailroom?*

**OMIG Response** – A mailroom is not required; however, a Contractor must be able to send and receive correspondence.

64. Per page 16 of the RFP, Module 2 - Third-Party Retroactive Recovery Projects Overpayments - Notice to Providers states: “The Contractor must mail via certified mail the DAR/FAR to the provider on the date in which it is dated. With the exception of the DAR/FAR, audit notification letter, and any other documents identified by OMIG requiring physical mailing, the Contractor may communicate electronically with the provider if the provider agrees to accept electronic communication.”  
**Q:** *Is the Contractor required to provide an outbound / fulfillment mailroom?*

**OMIG Response** – A mailroom is not required; however, a Contractor must be able to send and receive correspondence.

Per page 16 of the RFP, Module 2 - Third-Party Retroactive Recovery Projects Overpayments - Notice to Providers states: “the Contractor must mail via certified mail the DAR/FAR to the provider on the date in which it is dated. With the exception of the DAR/FAR, audit notification letter, and any other documents identified by OMIG requiring physical mailing, the Contractor may communicate electronically with the provider if the provider agrees to accept electronic communication.”  
**Q:** *What inbound and outbound correspondence volumes should Offerors anticipate? (certified mail, mail, email, web, phone, fax)*

**OMIG Response** – Offerors should anticipate correspondence via certified mail, mail, email, web, phone, and fax. The volumes vary depending upon multiple factors including the number of completed audits.

65. Per page 21 of the RFP, Section C- Required Project Reporting it states: The Offeror is required to prepare and submit to OMIG the following monthly status reports:

Reporting for All Modules

The Offeror must prepare and submit to OMIG a monthly status report, in a format approved by OMIG, of its accomplishments and work to be completed, with respect to each project module during the previous month. Status reports shall be due to OMIG within 24 hours prior to the monthly meeting.

### Additional Reporting for TPL Recoveries

Monthly status reports must include the following; however, this may be subject to change at OMIG's request:

- Listing of all open and closed projects; Offeror assigned review project identifier number(s);
- Project status, potential recovery amounts; Carrier denial percentage report;
- Summary of findings for each TPL recovery project, and
- Recovery amounts, monthly and cumulative by calendar and fiscal year.
- Monthly meeting minutes to be received within ten (10) business days of when the monthly meeting was held

**Q:** *Will the State provide monthly status reports showing the current vendor's TPL Recovery metrics?*

**OMIG Response** – No, the State will not be providing monthly status reports showing the vendor's TPL Recovery metrics. OMIG does not believe that it is a necessary statistic in order to provide a more accurate proposal.

66. Per page 19 of the RFP, Module 2 - Third-Party Retroactive Recovery Projects, Direct Billing states" review responses the carrier may submit, refuting third-party liability."

**Q:** *Should offerors anticipate electronic or paper for direct billing to carriers?*

**OMIG Response** – Offerors should anticipate electronic and paper for direct billing to carriers.

67. Per page 89 of the RFP, Attachment 7- Third-party Insurance File Matches states: "The Offeror must have carrier matching agreements in place, at minimum, with the following insurance carriers, prior to the start of the contract."

**Q:** *Are the parties listed in Attachment 7, required by a State statute or regulations to exchange / data match with the Contractor?*

**OMIG Response** – Depending on applicable circumstances data exchanges may be required by one or more provisions of New York State Insurance Law, Public Health Law, and/or Social Services Law, or the regulations promulgated thereunder.

68. Per page 15 of the RFP, Module 2 - Third-Party Retroactive Recovery Projects states:" Upon the final determination of an overpayment, the Contractor will be responsible for the recovery of such payments by implementing and administering a Medicaid recoveries process established and directed by OMIG."

**Q:** *What volumes or percentages of direct billing are electronic versus paper today?*

**OMIG Response** – The volumes or percentages of direct billings that are electronic versus paper vary by timeframe. Offerors should anticipate electronic and paper for direct billing to carriers.

69. Per page 15 of the RFP, Module 2 - Third-Party Retroactive Recovery Projects states:" The Offeror must describe in its work plan the specific functions of TPL recoveries including but not

limited to, direct billing carriers, conducting provider reviews, and Medicaid managed care reviews.”

**Q:** *Are the carriers required by law to contract with the Contractor for Data Exchange, Claim Submission?*

**OMIG Response** – Depending on applicable circumstances data exchanges may be required by one or more provisions of New York State Insurance Law, Public Health Law, and/or Social Services Law, or the regulations promulgated thereunder.

70. Per page 15 of the RFP, Module 2 - Third-Party Retroactive Recovery Projects states:” The Offeror must describe in its work plan the specific functions of TPL recoveries including but not limited to, direct billing carriers, conducting provider reviews, and Medicaid managed care reviews.”

**Q:** *Are Contractors required to bill claims to carriers that are not economically feasible, i.e., under a specific dollar amount?*

**OMIG Response** – Yes, Contractors are required to bill all claims to carriers. There is no minimal dollar amount.

71. Per page 21 of the RFP, Section D. Secure Web-Based Provider Portal states: “to track and support audit activity, the Contractor will be responsible for creating and maintaining a secure web-based provider portal that OMIG staff can directly access. Tracking should be by both claim and designated OMIG project number.”

**Q:** *Can providers be required to electronically communicate via the portal with regard to recoveries?*

**OMIG Response** – No, while the option can be offered, providers cannot be required to electronically communicate via the Secure Web-Based Provider Portal.

72. Per pages 16 & 19 of the RFP, Module 2 Third- Party Retroactive Recovery Projects, Provider Recovery Reviews/Audits & Direct Billing states: “the report cover letter must instruct providers to bill the insurance carrier and submit to the Offeror, within ninety (90) calendar days, documentation of a denial or indicate they have voided/adjusted the Medicaid claim. The provider may also allow the Offeror to submit the claim to MMIS for voiding/adjusting.” & “Claims that are direct billed to carriers are payable by check to NYSDOH and are mailed or electronically transferred to a designated State controlled bank account that shall be established by the Offeror (See “Receipt, Storage, and Reporting of Recovered Funds for Third-Party Retroactive Recovery Projects” in Section II, B.3). The Offeror must reconcile all claims on its accounts receivable system, and posts payments received.”

**Q:** *What volumes should Offerors anticipate for MMIS Voids and Adjustments, and Direct Billing to Carriers?*

**OMIG Response** – MMIS Voids and Adjustments, and Direct Billing to Carriers can vary annually. As a point of reference for Calendar Year 2021 TPL Data feeds totals were:

- Recovered by Check \$ 671,556.98



- Electronic Submissions \$ 16,335,671.20
- Direct Billing \$169,116,038.75

73. Per page 10 of the RFP, General Information- Pertinent Statistics

**Q:** *The RFP provides statistics from 2021 have they increased since then? (from 111M)*

**OMIG Response** – Please refer to OMIG’s annual reports ([Annual Reports | Office of the Medicaid Inspector General \(ny.gov\)](#))

74. Per page 10 of the RFP, General Information- Pertinent Statistics

**Q:** *Will the State discuss the expected increase in recoveries for the 5-year term of this contract?*

**OMIG Response** – No, the state will not provide an expected increase in recoveries for 5-year term period of this contract OMIG does not believe that it is a necessary statistic in order to provide a more accurate proposal.

75. Per page 27 of the RFP, Provider Education and Outreach Program states: “RISK ASSESSMENT

A System and Organization Controls (SOC) for Service Organizations Reports are reports issued by an independent public accountant in accordance with standards promulgated by the American Institute of Certified Public Accountants (AICPA) on the internal controls of a servicing organization. The SOC defines the professional standard used by a service organization’s auditor to assess the internal controls at a service organization. Reviews must be conducted in order to meet this requirement. The OMIG requires that SOC reports are prepared and submitted annually by January 15th of each calendar year.”

**Q:** *SOC audits are required every year on Jan 15, when does the State expect Contractors to conduct the audits?*

**OMIG Response** – As long as the Contractor fully performs the annual reviews within the calendar year, OMIG does not have a required date in which this occurs.

76. Per page 45 of the RFP, Section E. Payments states: “If awarded a contract, the Contractor will submit monthly invoices to:

New York State Office of the Medicaid Inspector General  
C/o NYS OGS Business Services Center  
P.O. Box 2117  
Albany, New York 12220-0117

Simultaneously, please email a copy of the invoice to [omigpurchasing@omig.ny.gov](mailto:omigpurchasing@omig.ny.gov) to expedite the process. OMIG will make periodic payments for services rendered, as follows: (1) payment will be made after OMIG verifies that all work has been performed in satisfactory manner, (2) subject to receipt of an appropriate invoice and all supporting documentation as requested by OMIG, and (3) subject to the regular processing of such payments by the State, in accordance with the NYS Finance Law. Payment of such invoices by the State (OMIG) will be made in accordance with Article XI-A of the NYS Finance Law. Payment for invoices submitted by the Contractor will only be rendered electronically and such electronic payments will be made in accordance with ordinary State procedures and practices. The Contractor must comply with the State Comptroller’s procedures to authorize electronic payments. Offerors should refer to the OSC website

(<http://www.osc.state.ny.us/epay/index.htm>) for information related to the electronic payments policies and procedures. All payments are based upon a Per Segment fee for Module 1 and a Contingency Fee percentage for Module 2, as proposed in the Offeror's Cost Proposal, incorporated into Appendix D of the resulting contract, subject to satisfactory submission of specified deliverables and mandatory requirements as detailed in Section II, Scope of Work of this RFP. The contingency fee due to the Contractor will be a fixed percentage of actual recovered funds deposited to the lockbox referenced in Section III, subsection D (Comprehensive Recovery Process), or through an OMIG approved electronic recovery solution.

Where Contractor generally offers more advantageous special price promotions or special discount pricing to other customers during the Contract term for a similar quantity, and the maximum price or discount associated with such offer or promotion is better than the discount or net pricing otherwise available under this Contract, such better price or discount will apply for similar quantity transactions under this Contract for the life of such general offer or promotion.

If the Contractor offers an early payment discount, at any point in time, that is more advantageous to the State than the terms that are contractually obligated, the Contractor will include the payment terms of the discount on the applicable invoice(s)."

**Q:** *The RFP indicates monthly payments from the State to the vendor based on reports of the previous month. How many days after the report is submitted can the payment be expected?*

**OMIG Response** – The vendor can expect payment from the state 6 to 8 weeks after the invoice procedure has been completed.

77. Per page 28 of the RFP, Section III Office and Staffing Requirements states: "Any staff assigned to this contract must possess a current, active, and unrestricted license in one or more United States licensing jurisdictions (if applicable)."

**Q:** *Licensing. Besides the attorney licensed in NY, what labor categories require licenses under this contract?*

**OMIG Response** – If any offeror staff have professional licenses those licenses would be expected to remain current and valid in NY, including drivers licenses for potential travel and notary licenses.

78. Per page 29 of the RFP, Section III Office and Staffing Requirements- Support Personnel states "attorney who is licensed to practice in New York State".

**Q:** *What is the scope of work for the attorney licensed to practice in NY? Are these services on behalf of the State? If so, has the State encountered any ethics concerns or conflicts of interest for the offeror or the State (stemming from the attorney's license) with this approach?*

**OMIG Response** –The scope of work for the attorney licensed to practice in NY includes communicating with attorneys for providers and working with agency attorneys. The entire contract and the services within the contract are on behalf of the State. It is unclear what is being asked, but generally speaking there has not been any issues with attorney licenses.

79. Per page 31 of the RFP, Section B. Organizational Capability and Experience states "Provide a signed release allowing OMIG to access any evaluative information including, but not limited to, site reviews conducted by any state agency or commercial vendor for which Offeror has performed work in the past three (3) years."

**Q:** *A signed release for the state to evaluate. Is there any specific form required?*

**OMIG Response** – No specific form but it must be legally sufficient and broadly worded.

80. Per page 36 of the RFP, Section VI. Proposal Submission Guidelines states “the proposal must be submitted to procurements@omig.ny.gov with hard copies of the signature pages submitted to the address listed in the Designated Contacts listed on page 1 of this RFP.”

**Q:** *Please confirm that as long as the electronic proposal is submitted by the date and time indicated in the RFP, the original copies required to be mailed can arrive after the proposal deadline.*

**OMIG Response** – OMIG confirms that, as long as the electronic proposal is received by the date and time indicated in the RFP, the original copies required to be mailed can arrive after the proposal deadline but must be received prior to contract execution.

81. Per page 2 of the RFP

**Q:** *Will OMIG please provide the names of vendors that submitted a completed Intent to Offer or Not to Offer form that indicates that the vendor will submit a proposal?*

**OMIG Response** – No, OMIG will not be releasing the names of the vendors that submitted a completed Intent to Offer or Not to Offer form. OMIG does not believe that it is a necessary statistic in order to provide a more accurate proposal.

82. Per page 37 of the RFP, Financial Proposal states: “Audited financial statements for the last three (3) years including income/operating statements, balance sheets, statements of cash flow, and footnotes to financial statements.”

**Q:** *Audited financial statements. Will NY accept the financial statements of the publicly traded parent company of the wholly owned subsidiary submitting the proposal?*

**OMIG Response** – Per the 2<sup>nd</sup> bullet within that same paragraph, “If audited statements are not available, please provide copies of the internally generated financial statements used to prepare tax returns and / or management financial reports, for the last three (3) years.” If, for whatever reason, you are unable to provide financial statements for the entity offering a proposal, you may submit the “financial statements of the publicly traded parent company of the wholly-owned subsidiary submitting the proposal” but the state does not guarantee the requirement will be met until it has a chance to review the non-conforming statements.

83. Per page 37 of the RFP, Financial Proposal states: “Provide Dun and Bradstreet DUNS number and comprehensive reports for the last three (3) years, if available.”

**Q:** *Will [client] accept a URL to the credit reporting agency’s website, versus attaching a report?*

**OMIG Response** – No, the state will not accept a URL to the credit reporting agency’s website (to avoid any possibility of an incorrect or non-working link). A copy of the report(s) must be provided with an Offeror’s proposal.

84. Per page 42 of the RFP, Section D. Proposal Review states: “The Financial Proposal is worth thirty percent (25%) of the Offeror’s final score.”

**Q:** *How does the 25% price factor work in the context of a contingency fee award? Will it just be the percentage offered used to normalize the proposals? And are the modules weighted equally within that 25%*

**OMIG Response** – Please see pages 41 of the RFP for a detailed breakdown of how the normalization of scoring will take place. Please note, the State is making the following revisions: Scope of Work section will be worth thirty-five (35) total points out of the seventy-five (75) available for Technical score, the Third-party Liability Match & Recovery Experience will be worth fifteen (15) total points out of the seventy-five (75) available for Technical score, and the Financial Proposal will be worth twenty-five percent (25%) of the Offeror’s final score.

85. Per page 42 of the RFP, Section D. Proposal Review states: “the Financial Proposal is worth thirty percent (25%) of the Offeror’s final score.”

**Q:** *Is the financial proposal worth 30 or 25 percent?*

**OMIG Response** – The Financial Proposal will be worth twenty-five percent (25%) of the Offeror’s final score. The State will revise the RFP to clarify that.

86. **Q:** *Is OMIG willing to consider a reasonable limitation of liability clause?*

**OMIG Response** – Yes, proposed modifications may be considered and should be provided in Comments and Limitations section of the proposal.

87. **Q:** *How does OMIG intend to address intellectual property rights for any work product developed under this contract?*

**OMIG Response** – This is addressed in the appendices

88. **Q:** *Is OMIG willing to consider a reasonable force majeure provision?*

**OMIG Response** – This is addressed in the appendices

89. Per page 60 of the RFP, Section A. Offeror Certification Requirements states: “if the Offeror is proposing the use of any subcontractors to provide any of the services required by this RFP, each subcontractor must be identified, and the proposed services must be outlined in its proposal. All subcontractors are subject to OMIG’s prior approval.”

**Q:** *In what section should Offerors place this section in our response?*

**OMIG Response** – The most appropriate place to include subcontracting information would be with a completed Attachment 3 – Subcontractor Forms; If Applicable.

90. Per page 32 of the RFP, Section I. Contractor Responsibilities states: “In addition to the specific requirements listed in Section II., Scope of Work, Section III., Office and Staffing Requirements, and Section IV., Program Integrity Experience, this RFP also discusses throughout, additional duties that are expected of the Offeror once the resulting contract is finalized; upon which, the Offeror will become the Contractor.”

**Q:** Will the state please clarify if Section IV. Program Integrity Experience should be Section III. B Organizational Capability and Experience?

**OMIG Response** – Page 32 of the RFP, section IV. Contractor Responsibilities will be amended to state, “In addition to the specific requirements listed in Section II., Scope of Work, and Section III., Office and Staffing Requirements, this RFP also discusses throughout, additional duties that are expected of the Offeror once the resulting contract is finalized; upon which, the Offeror will become the Contractor. For all references to “Contractor”, it is required that the Offeror, upon full execution of the contract, accepts the responsibilities, as outlined within this RFP.”

91. Per page 34 of the RFP, Section A. General Accountability Process- Third (Final) Level (OMIG Counsel) states: “If the Contractor has known, written directives, from OMIG regarding a review, audit, or agency position on a topic, and the Contractor is found by OMIG to be in violation of the agency's written directive then OMIG will reduce the Contractor's contingency fee by 1% for the applicable payment vouchering month.”

**Q:** Please confirm our understanding that the invoice reduction penalty will only be applied once for any given vouchering month where the Contractor is in violation of any agency written directive not specifically addressed as a service level.

Please confirm multiple violations will not result in penalties greater than 1% in any given vouchering month.

**OMIG Response** – Each type of violation listed in the RFP has a unique applicable fee reduction. Each invoicing period will be assessed, and fee adjustments for any applicable violations by type will be applied with the caveat that the total fee adjustments will not reduce the contingency fee paid for any given month below 5%.

92. Per page 41 of the RFP, Section D. Proposal Review states: “the Offeror’s responses to the measurable portions of the Scope of Work section are worth forty-five (45) total points out of the seventy-five (75) available for Technical score. The responses will be scored on a scale of 0-3 (0 = Unsatisfactory, 1 = Fair, 2 = Good, 3 = Excellent). Decimals may be used (e.g., 2.5) to reflect the rating more accurately, if necessary, with the maximum rating of 3.0.

**Q:** There is a discrepancy between the narrative requirement that states that the Scope of Work sections are worth a total of 45 points and the RFP table on page 41 that lists the four Scope of Work sections with total points worth 35 points, which one is correct? Will the State please correct the discrepancy?

**OMIG Response** – The Scope of Work section will be worth thirty-five (35) total points out of the seventy-five (75) available for Technical score. The State will revise the RFP to clarify that.

93. Per page 41 of the RFP, Section D. Proposal Review states: “the Offeror’s responses to the measurable portions of the Third-party Liability Match & Recovery Experience section are worth twenty (20) total points out of the seventy-five (75) available for Technical score. The references will be asked a series of questions regarding the quality of work that the Offeror’s company provided to that reference. Once a score is tallied for an individual reference, the reviewer will move to the next reference and follow the same steps. The scores from all three (3) reference will be added together and divided by three (3) to obtain the final score for an individual Offeror, for the reference section. Point will also be awarded based upon the quantity of Medicaid RAC contracts currently held by the Offeror.”

*Q: There is a discrepancy between the narrative requirement that states that the Third-party Liability Match & Recovery Experience section is worth 20 points, but the RFP table on page 41 lists this section with 20 points total with total points, which one is correct? Will the State please correct the discrepancy?*

**OMIG Response** – The Third-party Liability Match & Recovery Experience will be worth fifteen (15) total points out of the seventy-five (75) available for Technical score. The State will revise the RFP to clarify that.

