



**Office of the
Medicaid Inspector
General**

**NEW YORK STATE
OFFICE OF THE MEDICAID INSPECTOR GENERAL
DIVISION OF SYSTEM UTILIZATION & REVIEW
BUREAU OF THIRD PARTY AND PAYMENT OVERSIGHT**

REQUEST FOR PROPOSAL (RFP)

For

**New York State’s Medicaid Casualty and Estate
Recovery Services**

RFP# OMIG 23-01

Designated Contacts pursuant to State Finance Law Sections 139-j and 139-k:	
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PROPOSALS MUST BE SENT TO THE ABOVE EMAIL ADDRESS ONLY

INTENT TO OFFER OR NOT TO OFFER

Offeror's Federal Tax Identification Number: (Do Not Use Social Security Number)	NYS Vendor Identification Number: (See "New York State Vendor File Registration" clause)			
Legal Business Name of Company offering Proposal:				
D/B/A - Doing Business As (if applicable):				
Street	City	State	Zip	County
If you are not offering a proposal, place an "x" in the box and return this page only. <input type="checkbox"/> WE ARE UNABLE TO OFFER A PROPOSAL AT THIS TIME BECAUSE:				
Offeror's Signature:		Printed or Typed Name:		
Title:		Date		
Phone: () - Ext. ()		Toll Free Phone: () - Ext. ()		
Fax: () Ext. ()		Toll Free Fax: () - Ext. ()		
E-mail Address:		Company Web Site:		

The offer must be fully and properly executed by an authorized person.

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. By signing, Offeror affirms that it understands and agrees to comply with the procedures relative to permissible contacts as required by State Finance Law § 139-j(3) and § 139-j(6)(b).

- RFP Schedule of Events-

EVENT	DATE	TIME
Release of RFP	07/10/23	
Written questions due from Offerors(s)	07/24/23	2:30 pm EST
Official response to Offeror's questions due	08/07/23	2:30 pm EST
Closing date for receipt of Proposals (Proposals Due)	08/28/23	12:00 pm EST
Selection of Prospective Contractor(s) (estimated)	09/04/23	
Contract negotiations with Prospective Contractor(s) end (estimated)	09/14/23	
Contract approved by Office of Attorney General (estimated)	10/13/23	
Contract approved by Office of State Comptroller (estimated)	01/11/24	
Contract term begins (estimated)	01/11/24	

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I. GENERAL INFORMATION

PARAGRAPH HEADINGS

Paragraph headings contained in this solicitation are for convenience only and must not be considered for any purpose in governing, limiting, modifying, construing, or affecting the provisions of this solicitation and must not otherwise be given any legal effect.

ISSUING AGENCY

This Request for Proposal (RFP) is a solicitation issued by the New York State Office of the Medicaid Inspector General (OMIG). OMIG is responsible for the requirements specified herein and for the evaluation of all proposals.

BACKGROUND

For all references to “Contractor”, it is assumed and expected that the “Offeror”, defined as an entity that provides commodities, services, or technology, who makes a proposal to procure or enter a contract, accepts the responsibilities as outlined within this RFP upon full execution of the contract; thereby becoming the “Contractor”.

OMIG was established by State statute as a separate, independent entity within the New York State Department of Health (DOH) to improve and preserve the integrity of the New York State Medicaid Program by conducting and coordinating fraud, waste, and abuse control activities for all State agencies responsible for services funded by Medicaid. Examples of how OMIG effectively meets the objectives of its mission include, but are not limited to:

1. Pursuing civil and administrative enforcement actions against those who engage in fraud, waste, or abuse or other illegal or inappropriate acts perpetrated within the Medicaid program;
2. keeping the Governor and the heads of agencies with responsibility for the administration of the Medicaid Program apprised of efforts to prevent, detect, investigate, and prosecute fraud, waste, and abuse within the Medicaid system;
3. providing information and evidence relating to potential criminal acts, which may be obtained in carrying out our duties, available to appropriate law enforcement;
4. receiving and investigating complaints of alleged failures of State and local officials to prevent, detect, and prosecute fraud, waste, and abuse; and
5. Performing any other functions that are necessary or appropriate to fulfill the duties and responsibilities of the office.

In carrying out its mission, OMIG conducts and supervises activities to prevent, detect, and investigate medical assistance program fraud and abuse amongst the agencies specified in Public Health Law (PBH) §32.2

OMIG furthermore coordinates, to the greatest extent possible, activities to prevent, detect and investigate medical assistance program fraud and abuse amongst the following:

1. The Department of Health; specifically, the Office of Professional Medical Conduct (OPMC), Office of Health Insurance Programs (OHIP), and Bureau of Narcotic Enforcement (BNE).
2. The Office of Mental Health (OMH); Office of People with Developmental Disabilities (OPWDD); Office of Addiction Services and Supports (OASAS); Office of Temporary Disability Assistance (OTDA); Office of Children and Family Services (OCFS); Office of the State Comptroller (OSC), and the Office of the Attorney General's (OAG) Medicaid Fraud Control Unit (MFCU).
3. Other New York State agencies: State Education Department (SED), and Office of the Welfare Inspector General (OWIG).
4. New York State Justice Center;
5. The State's fiscal agent — currently General Dynamics Information Technology (GDIT) — employed to operate the Medicaid Management Information System;
6. Other Federal agencies: Department of Health and Human Services (HHS), Office of the Inspector General (OIG), US Attorney General, and the Federal Bureau of Investigations (FBI); and
7. New York City Human Resource Administration (HRA) and Local Department of Social Services (LDSS).

OMIG is headquartered in Albany with regional offices in New York City, White Plains, Hauppauge, Syracuse, Rochester, and Buffalo.

More information about OMIG can be found on the website www.omig.nv.gov.

CASUALTY AND ESTATE RECOVERY PROGRAM

The Medicaid Program must take all reasonable measures to determine the legal liability of third parties to pay for a Medicaid recipient's health care. Federal and state law require the Medicaid Program to be the payor of last resort.

Chapter 58 of the Laws of the 2008 amended New York State (NYS) Social Services Law (SSL) §369 give the State authority to make recoveries from estates, personal injury actions, and other areas. It also permits the NYS Department of Health (and thereby, OMIG) to contract with one or more entities to undertake this function (SSL §369 (7)). The following federal laws and regulations pertaining to Third-Party Liability (TPL) and relevant to this RFP include, but are not limited to, the Code of Federal Regulations 42 CFR Part 433, the Social Security Act Title XIX Section 1902 (a) (25), Health Insurance Portability and Accountability Act of 1996, the Deficit

Reduction Act of 2005, SSL 367-a, SSL 104, State Insurance Law Section 3212, and Title 18 NYCRR Section 540.6.

The Casualty and Estate Recovery Unit within OMIG oversees activities to recover Medicaid funds associated with these third-party payor sources.

Casualty

If a Medicaid recipient is injured and receives a settlement because of that injury, those funds are subject to recovery by Medicaid for any amount Medicaid paid for the treatment of injuries sustained. Federally, recovery of Medicaid payments made on behalf of injured individuals from persons liable for those injuries is required by Section 1902(a) (25) of the Social Security Act, 42 USC 1396a(a) (25).

Estate

When a Medicaid recipient passes away, any assets owned by the recipient are subject to recovery by NYS Medicaid. The amount owed will depend upon the claims Medicaid paid on behalf of the recipient up to 10 years preceding their death. Regardless of how an estate is administered, estate recovery from recipient estates is mandated by Section 1917(b) (1) (B) of the Social Security Act, 42 USC 1396p (b) (1) (B), subject to certain conditions.

Tax Equity and Fiscal Responsibility Act

The Tax Equity and Fiscal Responsibility Act (TEFRA), Pub.L. 97–248, governs liens that prevent the transfer of real property made prior to the Medicaid recipient's death for the purpose of avoiding estate recovery. Liens may be placed on a recipient's home if the recipient is a resident of a nursing facility for at least six consecutive months and there is no reasonable expectation that they will return home.

PURPOSE OF THIS RFP

Federal and State regulations require that Medicaid be the payor of last resort, with exceptions made for medical care provided at a time when the source of payment may be in question, as in automobile insurance settlements. If it is determined after Medicaid benefits have been paid that rendered medical services should have been covered by a third party, such as a settlement or assets remaining in an estate, the State may exercise its right to recover the payment through subrogation pursuant to Title 18 of the New York Codes, Rules, and Regulations §542. To comply with these requirements, OMIG is seeking proposals from the Offeror to perform subrogation actions, recovering Casualty and Estate funds on behalf of NYS. Offeror must perform these activities in a manner sensitive to the circumstances recipients and their families experience related to an individual's injury or death.

To date, New York has partially implemented the centralization of the management and reporting of casualty estate recovery from LDSS to OMIG and its contractor. The Offeror must be capable of undertaking Casualty and Estate recoveries for all LDSS and the New York State of Health Exchange marketplace (NYSoH marketplace) and must provide and maintain a case management system to manage these efforts. These efforts will encompass all Medicaid

recipients in fee-for-service and/or managed care programs and the Offeror must illustrate that their proposed system will adhere to all federal and State statutory requirements relating to Casualty and Estate recoveries. Preferred offerings will include innovative solutions to identify and pursue recoveries more efficiently, while prioritizing a customer-centric approach. Additionally, the Offeror must provide and manage sufficient staff, who are wholly dedicated to the New York project, to handle the volume of work required to successfully manage this project.

Once awarded the contract, the Offeror will be interacting with local government agencies and officials, as well as the general public. Therefore, it is a requirement of this RFP that staff assigned to the resultant contract focus on customer service and that the Contractor partake in customer-centric training and outreach efforts.

To comply with these requirements, the Offeror must perform Casualty and Estate recoveries for OMIG. These activities must encompass all Medicaid recipients in fee-for-service or managed care programs. The Offeror must be capable of undertaking Casualty and Estate recoveries for all counties in NYS and the New York State of Health Exchange marketplace (NYSoH marketplace). This includes the creation and/or maintenance of a case management system and employment of staff, both dedicated to the NY project, and large enough to handle the volume of work required. In addition, the Offeror must illustrate that their proposed system will adhere to all federal and State statutory requirements relating to Casualty and Estate recoveries.

PERTINENT STATISTICS

Below, is a breakdown of OMIG's Medicaid Casualty and Estate Recoveries by Calendar Year from 2018 through 2021:

Calendar Year (CY)	Total Recoveries
CY 2018	\$105,139,585
CY 2019	\$118,626,318
CY 2020	\$115,128,038
CY 2021	\$111,123,465

II. SCOPE OF WORK

OVERVIEW

OMIG is procuring services to ensure that all eligible recoveries under the Casualty and Estate program are pursued and collected effectively, timely, and in a manner that is sensitive to the individuals affected by the circumstances associated with each recovery type. The services sought include identifying recipients that meet the Casualty and Estate recovery criteria, valuing and filing liens and claims, working with LDSS, recipients and their families to effectively and efficiently resolve outstanding Medicaid debts, and a case management system. The specifics of the nature of the program, and how work is to be performed, are detailed below.

PROGRAM DETAILS

The Offeror must be prepared to perform duties that could encompass, at a minimum, an average work volume annually consisting of approximately 75,000 cases, resulting in over \$100,000,000 in recoveries.

The Offeror must perform Casualty and Estate recoveries for OMIG, at the discretion of OMIG. These activities must encompass all Medicaid recipients accessing services through fee-for-service or a managed care organization.

Federal and State law require that the Medicaid Program be the payor of last resort. Recovery of Medicaid payments made on behalf of injured individuals from persons liable for those injuries is required by Section 1902(a)(25) of the Social Security Act, 42 USC 1396a(a)(25). Estate recovery from probate estates is mandated by Section 1917(b) (1) (B) of the Social Security Act, 42 USC 1396p (b) (1) (B). The Medicaid Program must take all reasonable measures to determine the legal liability of third parties to pay for health care for individuals eligible for Medicaid.

Chapter 58 of the Laws of the 2008 amended NYS SSL §369 give the State authority to make recoveries from estates, personal injury actions and other areas, as well as permitting NYSDOH (and thereby, OMIG) to contract with one or more entities to undertake this function (SSL §369 (7)).

Casualty and Estate recovery is based on Recipient County of eligibility which encompasses approximately 63 counties, including New York City and NYSoH marketplace. OMIG currently offers three (3) recovery options, listed in Section E, below. Each county can choose the option best suited to its needs. As of November 2022, 44 counties are fully outsourced to the contract vendor (Option 3).

The Offeror must illustrate the ability to establish a system for rigorous and innovative case identification and management. This includes case identification using leads, referrals, and data matches, and determination if the Casualty or Estate case is subject to recovery, and proactive pursuit of that recovery. The Offeror may propose other areas of recovery, such as Special Needs Trusts, and Spousal Refusal cases for OMIG's consideration and approval.

When appropriate, outreach and research, including phone calls, online research, and mailer questionnaires must be utilized to gather additional information. Claims must be reviewed, and a notice of claim/lien must be filed with the appropriate parties, including the appropriate court/clerk's office in the relevant county. Responses to and communication with individuals/attorneys is required on a timely and regular basis. In this course of work, the Offeror will interact with Medicaid recipients and their families who have suffered from a traumatic experience. While the purpose of this procurement is to pursue/collect all eligible recoveries under the Casualty and Estate program, this should be pursued in a sensitive manner, demonstrating an understanding and awareness of the circumstances associated with each case. All correspondence and documentation relevant to the cases must be noted in the case management system. The Offeror will also be negotiating Casualty and Estate recoveries, as deemed appropriate and in conjunction with any requirements derived from NYS regulations

and/or from LDSS contacts. In cases with limited settlement funds or when special consideration is being requested, the Offeror must compile and send supporting documentation and a recommendation to OMIG and the appropriate LDSS for final determination.

As part of customer service, the Offeror must provide an online portal/website option for attorneys and the public to provide and request documentation on active cases as well as the ability to request and obtain status updates on active case reviews.

RECOVERIES AND INVOICING

Receipt of Recoveries

The Offeror must establish a comprehensive process for receipt and tracking of Casualty and Estate recoveries. that includes, but is not limited to, the following:

- Maintaining a separate lockbox and automated clearing house (ACH) process, to serve as a repository for New York State's Medicaid Casualty and Estate recoveries. The Offeror must not remove money from the lockbox or ACH; however, is required to monitor the lockbox and ACH activity;
- Accounting for all recoveries in the case management system and posting payments received. OMIG staff reconciles the bank statements and ACH statements and approves payments based on verified recovery amounts. The State will arrange for the periodic sweeping of funds from these accounts or other transfer arrangement(s);
- Reconciling reported Medicaid recoveries to invoiced and vouchered Medicaid recoveries. Every recovery amount invoiced and vouchered for, must tie back to a recovery case documented in the case management system;
- Preparing and submitting to OMIG, monthly fiscal reports of recoveries;
- Resolving discrepancies with OMIG, LDSS staff and other stakeholders to accurately document recoveries;
- Reconciling payments that are sent to the wrong lockbox or ACH account and/or are made out to unacceptable payees; and
- Depositing monies collected under this procurement in accordance with the rules and regulations of the Office of the State Comptroller.
- NYCRR (Audit and Control) §143 provides: "Monies received by any State agency for subsequent payment into any fund in the custody of the State Treasury, and monies received by custodian of special funds in which the State has an interest, direct or indirect, or under the control of the State, must be deposited, daily if possible, and not later than once a week, in a bank or trust company of the State. When required by law (see State Finance Law §§105 and 106), such deposits must be in a depository approved by the Comptroller and must be secured by bonds. Monies include cash, checks, bond coupons, etc. All such receipts must be deposited in a bank, and any payments therefrom, if authorized, must be only by check on the bank of deposit."

Invoicing

The Offeror will adhere to the following process for invoicing of Fees. OMIG reserves the right to amend the process, however the Offeror will be given 30 days written notice of any changes.

In a format determined by OMIG, the Offeror will submit an Invoice/Voucher reflecting the Offeror's fee calculation, with all relevant back-up documents. This may include but is not limited to a check log or listing of ACH payments for reconciliation purposes.

All invoices for services must be signed by the Contractor and submitted to the NYS OGS Business Services Center (BSC) and OMIG Casualty and Estate Contract Management Team no later than end of the month following the month in which service was provided. The invoice must be itemized by type of service and total. Prior to submission of an invoice, the Contractor and OMIG's Casualty and Estate Contract Management Team will discuss monthly billing and adjustments. The Contractor must not submit any invoices that do not reflect all adjustments, as instructed by OMIG. All invoices must include the following information:

- (1) Contractor name;
- (2) Remittance address;
- (3) Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
- (4) Invoice period;
- (5) Invoice date;
- (6) Invoice number;
- (7) State assigned Contract number;
- (8) State assigned (Blanket) Purchase Order number(s); and
- (9) Amount due, including details of recoveries identified for the period and the applicable contingency fee rate.

The invoice should clearly outline the calculation performed to arrive at the invoiced amount due to the Contractor.

Invoices submitted without the required information cannot be processed for payment and will be returned to the Contractor.

**Consistent with New York State Finance Law §§ 109(1) and 179-e (5), vendors should only invoice an agency once the goods, property, or services have been delivered or rendered.*

Payment Type

- (1) The Contractor will be paid monthly on a fixed contingency fee basis.
- (2) The contingency fee is a percentage rate to be paid from monies recovered by OMIG as a direct result of the Contractor's Casualty and Estate recovery efforts.

- (3) The proposed contingency percentage rate(s) for recoveries must represent the entire cost for the full and successful completion of all deliverables. No separate travel expenses or any other type of expenses will be paid for under the Contract, resulting from this RFP.
- (4) The contingency fee calculation will be based on the amount of actual recoveries received by OMIG for the previous calendar month multiplied by the agreed upon
- (5) contingency fee rate, less any applied fee adjustments.

**Consistent with New York State Finance Law §§ 109(1) and 179-e(5), vendors should only invoice an agency once the goods, property, or services have been delivered or rendered.*

QUALITY ASSURANCE

The Offeror must conduct regular and ad hoc quality assurance reviews of Casualty and Estate recovery activities maintained in the Offeror database following the policies and procedures described in the customer service and performance section. The Offeror is required to perform daily review of phone calls, email responses, and all other interaction with the public, OMIG, or LDSS, as well as in-depth evaluation of casework, valuation, and lien/claim filing activities. The percentage or number of transactions, interactions, documents, cases, etc. reviewed will be at OMIG discretion. The Offeror must report to OMIG on the quality and quantity of these reviews monthly, specifically by the 15th of each month, at minimum, in a form and format to be determined by OMIG.

As applicable, the Offeror must also provide suggested improvements, edits and additions to written policies and procedures of Casualty and Estate recovery processes, to be approved by OMIG prior to implementation.

Meetings to discuss quality assurance reports, findings and initiatives will be held at OMIG discretion, but at a minimum bi-weekly.

CUSTOMER SERVICE AND PERFORMANCE

The Offeror must provide customer-centric staff to courteously and timely respond to stakeholders and the public through various methods including, but not limited to, telephone, email, mailings, on-site visits, informational website, or portal, etc. Specifically, all calls and emails received must be responded to within one business day of receipt. Outreach to various stakeholders to obtain information on case reviews must be conducted within two weeks from the identification of the potential case, and regularly thereafter to obtain required information.

The volume of calls and emails received can vary drastically; the Offeror should be prepared to field a high volume of both calls (estimates of up to 55,000 annually) and emails daily. This includes contact from the public, OMIG prompted escalation requests, LDSS requests and referrals, court, and clerk office contacts, etc. Caseworker staff must be sensitive to the personal nature of their interactions and need to have the ability to deescalate upset or emotional stakeholders if needed while still providing required information on established processes. While the nature of the work requires the recovery of funds, this should be pursued in a manner

sensitive to the circumstances recipients and their families undergo when experiencing injury or death. All staff tasked with handling calls from the public will be required to take specialized training specified by OMIG, including grief sensitivity training, annually and at no cost to OMIG.

Dedicated phone lines and email contact points are required to be established and staffed to receive and respond to inquiries from the general public, recipients, and their representatives, and LDSS staff. The Offeror must have all dedicated staff available during normal business hours, defined as 8:00 AM to 5:00 PM Eastern Standard Time (EST), Monday through Friday, excluding State observed holidays. Callers must be given the option to speak to a live person at any time during those core hours. Each county must have assigned Offeror staff devoted to that county's recoveries, so that county's staff and the assigned Offeror staff develop a good working relationship. All voicemails and emails received need to be reviewed and acknowledged within 24 hours of receipt by the appropriate Offeror staff. Calls and emails, and their outcomes, must be documented in the Offeror's case management system.

OMIG expects the Offeror to provide expedient turnaround times to OMIG, stakeholders, and the public on requested items or updated information. Voicemails and emails must be returned within 24 hours of receipt. Requests for updated or final lien amounts must be satisfied within five (5) business days of receipt, or by the date required by the court if applicable, whichever is sooner. Timely filing and release of estate claims and casualty liens is also required and may include statewide travel and professional interaction with various court and clerk officials, the frequency of which will be at OMIG's discretion. Liens and claims are required to be filed no matter the valued amount. Lien and claim releases are required to be filed within two (2) weeks from the date full payment has been received.

The Offeror must be prepared to work closely with LDSS to assist in the recovery efforts of the State. This contact will include communication with the local Social Services departments such as Medical Assistance, Temporary Assistance, and the County Attorneys' office. Additionally, the Offeror should advance stakeholder relationships with innovative ways to maximize potential Casualty and Estate recoveries.

CASEWORK

The Offeror must provide casework services for Casualty and Estate recoveries as detailed below.

OMIG currently offers three (3) options to the counties for Casualty and Estate recovery outsourcing. The State reserves the right to modify the processes and or the options available.

Options

Option 1 - Case Management System Only – the LDSS or NYC HRA would have access to all the intake and referral networks and use of the Offeror's case management system to manage all active Casualty and Estate cases. (Ten (10) counties as of November 2022.)

Option 2 - Hybrid Option –This second option includes the use of the Offeror's case management system and expands to also include some assistance from the Offeror. The LDSS

or NYC HRA would maintain some of the case management functions, but the Offeror would assist with agreed upon tasks. This would be individual to agreements with each LDSS or NYC HRA under this option choice. (NYC HRA utilizes this option as of November 2022.)

Option 3 - Full Outsourcing Option – This option includes use of the Offeror’s case management system and a total utilization of and outsourcing to the Offeror’s services. The Offeror would be responsible for all case management from referral to case completion - short of the legal actions that only the county has the authority to take. (43 counties and the NYSOH marketplace as of December 2022.)

CASE TYPES

In all options, the Offeror’s services do not extend to appearing in court on behalf of OMIG or the counties, but must include the following:

Casualty Recovery

Identification and Verification of Cases

The Offeror must use a variety of leads and sources to identify potential casualty cases. These include, but are not limited to the:

- (1) Personal Injury Clearinghouse (PIC) reports;
- (2) Attorney referrals;
- (3) Recipient referrals;
- (4) Workers’ Compensation referrals;
- (5) Medical malpractice files (including Mass Torts);
- (6) County/State court files or notices;
- (7) State and county department referrals;
- (8) Claim analysis/Trauma Questionnaires;
- (9) Processed Claims;
- (10) Managed Care Organizations referrals;
- (11) Provider referrals;
- (12) Insurance Company referrals.

Leads generated will be entered into the case management database. Basic key information must be included as well:

- (1) Recipient Name (including aliases), Medicaid CINs (all applicable), SSN and Date of Birth;
- (2) NYS Medicaid eligibility, both current and historical eligibility segments;
- (3) Accident type and injuries sustained;

- (4) Attorney or representative information;
- (5) Member demographics; and
- (6) Date of incident.

If any of this information is unavailable to the Offeror, the parties of interest are contacted proactively via any means available including, but not limited to phone and questionnaire, to complete the case record. Outreach is required to be made within two (2) weeks from the date a potential case is identified, and regularly thereafter until the required information is obtained or it is determined that the review isn't a viable case. All attempted and successful contact, as well as any documentation obtained, is recorded in the case management system.

The Offeror will review the documentation and any other available information gained through proactive research to determine if casualty recovery should proceed. Casualty recovery must be exempt, only as per federal and State statutory requirements.

Active Cases: Valuation and Lien Filing

The Offeror must review claims with dates of service on or after the date of incident. For each month where the Offeror identifies at least one encounter claim related to the incident, the Offeror will include that month's capitation payment claim in the total case valuation. All incident related fee-for-service claims are also included. Claims must be revalued at minimum every thirty (30) days to keep the lien amount updated. All valuation will be documented in the case management system for claims both related to the incident (and therefore included in the lien amount) and claims that the Offeror determines are not related to the incident. Claims not related to the incident must have an indicator to identify why they were determined not to be related for future quality assurance reviews.

The Offeror must work in conjunction with the appropriate NYS County to file a 104-b lien in the county where the incident occurred, or in the county where the recipient resides if the county where the incident occurred cannot be determined. The Offeror is required to file the lien in whatever manner is accepted by the county the lien is being filed in. The Offeror must also mail a copy of the lien to the recipient and their representative if applicable. Liens must be updated or lifted as per the processes and time frames required by each county. Filing, updating, and lifting of liens must be documented in the case management system and must include copies of any associated documentation and correspondence.

The Offeror must require a valid medical release from the member or their guardian to release any protected health information. The Offeror must submit requested documentation to interested third parties within five (5) business days from the date the valid medical release is received. For requests of itemization of claims, the Offeror must highlight or indicate all related claims, diagnosis codes, dates of services, and expenditures for the benefit of the interested third-party. Medical release forms, and requests for information as well as the Offeror's responses must be documented in the case management system.

Negotiation and Recovery

Payment in full satisfies the debt to the State. However, due to limited settlement funds, certain situations require NYS to consider compromise in casualty cases. When representatives of the recipient request that a compromise be considered, the Offeror must require requests to be made in writing and ask that the requestor send supporting documentation. The Offeror must review the written offer and supporting documentation within ten (10) calendar days of receipt. The Offeror must utilize OMIG's compromise negotiation standards to determine a settlement offer. These standards are at the discretion of OMIG. If a compromise cannot be reached then the final determination must be made by OMIG, or by the appropriate LDSS as determined by OMIG. Payments for casualty recoveries will be made via check to an established lockbox or via ACH process.

Closed Cases

A casualty case is closed upon payment of the lien, in full, or upon payment of the approved, compromised amount. Within ten (10) business days from the receipt of payment in full, or from the date of determination that the case should be closed with no recovery, acceptable reasons for closure with no recovery will be determined by OMIG and provided to the Offeror. The Offeror will mail the "Release of Lien" to the county where it was filed, as well as to the recipient and their representative, if applicable, and the file, itself, will be closed. In all instances of closure with no recovery, the reason for closure must be documented in the case management system for reporting.

Estate Recovery

Case Identification and Referrals Management

Recovery of Medicaid funds, which were paid for now-deceased recipients, must be achieved through rigorous case identification and management. The Offeror must identify and value cases using leads, referrals, and data matches from various sources, which include but are not limited to:

- (1) Vital Statistics File/DOD Match/SSA Death Match Subscriptions;
- (2) Surrogate Court referrals;
- (3) Attorney Correspondence;
- (4) Notices to Creditors;
- (5) Casualty Referrals/Wrongful Death Cases;
- (6) State Referrals;
- (7) Funeral home referrals;
- (8) Long-term care facility/Nursing Home referrals;
- (9) Bank referrals;
- (10) Insurance Company referrals;

- (11) Other provider referrals;
- (12) Escheatable property/Unclaimed funds;
- (13) Referrals from other state or county departments; and
- (14) Referrals from other states.

Leads generated will be entered into the Offeror's case management system. Basic information must be required as well, which includes but is not limited to:

- (1) Recipient Name, Medicaid CIN, SSN, Date of Birth and Date of Death;
- (2) NYS Medicaid eligibility, both current and historical eligibility segments;
- (3) Attorney or representative information;
- (4) Member demographics; and
- (5) Date of death

The Offeror must log and track all leads and referrals in its case management system. A verification process must be run on all leads within thirty (30) days of identification to determine if the estate of the deceased enrollee is subject to estate recovery.

A notice must be generated, advising of the intent to file a claim against the estate, and all other federal and state-required program notifications must be issued. A questionnaire and/or other methods of outreach must be utilized to gather any missing or critical estate information, as described below. All documents must also be forwarded to the member's authorized representative or their attorney, as applicable; all correspondence must be sent out on State-approved letterhead, in a form and format approved by OMIG. The Offeror must review the returned questionnaires, and any other available information gained through proactive research, to determine if estate recovery should proceed. Estate recovery may be deferred or exempt, per federal and state statutory requirements, if any of the following situations exist:

- (1) Deceased recipient is survived by a spouse;
- (2) Deceased recipient is survived by a child under the age of 21;
- (3) Deceased recipient is survived by a blind or disabled child of any age who meets SSI criteria; and
- (4) If the decedent was a Native American, Alaskan Native, or if they had retained government reparation payments at the time of death.

When any of these circumstances are identified, the Offeror must either close the file or defer recovery until the exemption no longer exists, in accordance with federal and state law. In all instances of closure or deferment with no recovery, the reason must be documented in the case management system for reporting. In situations of deferment the Offeror and their case

management system must have processes and mechanisms in place to proactively identify, reopen and process the case once the deferment is no longer valid.

In cases where recovery should proceed, the Offeror will seek documentation substantiating the existence of any recoverable estate assets, subject to any exclusions or limitations under State probate law. Such documentation may include, but is not limited to:

- (1) Inventory of Assets;
- (2) Final Accountings and/or other probate documents;
- (3) Copy of Will;
- (4) Property appraisal records and/or Deed copies; and
- (5) Questionnaires returned from personal representatives.

If any information is unavailable to the Offeror, the parties of interest must be proactively contacted to complete the case record. Regular follow up to obtain the missing information is required and must be documented in the case management system.

If it is clear that a case does not meet the necessary requirements for recovery, or if there are no assets found or reported, the Offeror must close the case with a detailed note in the case management system. In all instances of closure with no recovery, the reason for closure must be documented in the case management system for reporting.

All cases and case data must be retained in the case management system for future tracking and statistical purposes.

Active Cases: Valuation and Claim Filing

The Offeror must determine the value of NYS' claim against the estate by adding the total of all Medicaid expenditures that were incurred by member subject to estate recovery regulations. This must include all paid claims, including both fee-for-service and capitation claim payments as applicable. These claims are subject to a ten year look back period from date of death, surviving spouse deferrals, hardship waivers, etc. The claim value must be documented in the case management system.

If the deceased recipient owned property and the Offeror had not previously placed a pre-death Tax Equity and Fiscal Responsibility Act (TEFRA) lien on the deceased member's property, the Offeror may place a Medical Assistance property lien to protect the State's claim and prevent improper transfer. Liens will be placed at the request and discretion of LDSS and OMIG.

Once the personal representative has opened probate, the Offeror must file a claim against the estate in accordance with federal and state statutes. The Offeror is required to file the claim in whatever manner is accepted by the county the claim is being filed in. The claim entitles the State to recover the total amount of eligible expenditures. If the value of the estate is less than the 'claim value', the Offeror must seek recovery of the total value of the estate (less prioritized

expenses). Prioritized expenses under Federal Law and NYS Law include, but are not limited to, funeral expenses, administration expenses, and federal and state liens and taxes.

A copy of the Notice of Claim must be served on the proper parties via Certified Mail.

The Offeror must require a signed medical release from the executor, administrator, or power of attorney to release any protected health information. The Offeror must submit requested documentation to interested third parties within five (5) business days from the date a valid medical release authorizing the disclosure has been received. For a request of itemization of claims, the Offeror must highlight or indicate all related claims, diagnosis codes, dates of services, and expenditures for the benefit of the interested third-party.

If requested, the following documents must also be provided:

- (1) Application for claiming a statutory exemption, undue hardship waiver, or partial recovery;
- (2) A chronology of the Medical Payment History; and
- (3) An explanation of medical assistance payments

Medical release forms, and requests for information as well as the Offeror's responses must be documented in the case management system.

Probate

In instances where a recipient who qualifies for estate recovery has been deceased for at least 12 months and no probate has yet been opened, the Offeror must have 30 days to evaluate whether it would be cost effective for the Offeror, on behalf of the State, to refer the case to the local county Public Administrator or County Treasurer to open probate. Detailed notes must be included in the case file to support the Offeror's determination. In all instances, the Offeror's determination must be documented in a way that can be extracted for reporting.

Closed Cases

An estate case is closed only if it meets the following criteria for closure:

- Upon payment in satisfaction of the claim;
- If there are no recoverable assets in the estate;
- If the case meets any of the exemption criteria that do not warrant deferral.

Within ten (10) business days from the receipt of payment in satisfaction of the claim, or from the date it is determined that there are no recoverable assets, or the date that it is determined that the case meets exemption criteria that do not warrant a referral, the Offeror must mail the Satisfaction of Claim, Release the Lien (if necessary), and the file itself will be closed. In all instances of closure with no recovery, the reason for closure must be documented in the case management system in a way that can be extracted for reporting.

1) Managed Care Recovery

The Offeror must include capitation payments as part of the case valuation process for both Casualty and Estate recovery activities. This ensures that all Medicaid expenditures are appropriately recovered. According to the State's Medicaid Managed Care Contract, the State has authority to pursue such recovery for Medicaid Managed Care recipients;

a. Estate Recovery

The Offeror must include all capitation payment claims in valuations of Medicaid Estate Recovery cases. These claims are subject to the same restrictions as other fee –for-service claims, including a ten year look back period, surviving spouse deferrals, hardship waivers, etc.

b. Casualty Recovery

The Offeror must review encounter claims with dates of service on and after the date of incident. For each month where the Offeror identifies at least one encounter claim related to the incident, the Offeror will include that month's capitation payment claim in the total case valuation.

2) Other Areas of Recovery

The Offeror may propose other areas of recovery such as Special Needs Trusts and Spousal Refusal cases for OMIG's consideration and approval.

REQUIRED PROJECT REPORTING

The Offeror must provide a written report of the project deliverables including case progress, statuses, accomplishments, and roadblocks, in a form and format to be determined by OMIG. Offeror will be required to be present during face to face meetings to be held at OMIG's Albany office whenever possible, or via videoconferencing technology, at a frequency to be determined by OMIG. The successful Offeror must have staff available during normal business hours, defined as 8:00 AM to 5:00 PM Eastern Standard Time (EST), Monday through Friday, excluding State observed holidays. Additionally, OMIG may request ad-hoc reports, analysis, proposals, or files of data be provided and/presented to OMIG's Albany office, in a form, format and frequency to be determined by OMIG.

The Offeror is required to prepare and submit to OMIG the following status reports:

1. Annual Reporting

Work Plan Reports: Within thirty (30) Business Days of contract execution, and prior to actual work engagement, and annually thereafter by December 1st, the Offeror must provide a comprehensive work plan that identifies the staff assigned to the contract and their geographic locations including, but not limited to, employees, agents, and sub-contractors. The work plan must also describe the detailed steps of the project, State,

and local agency involvement, and any and all other current and historical facets of the project that have ongoing impact. A work plan may be disapproved or modified by OMIG for reasons including but not limited to interfering with existing or planned State or other contractor revenue initiatives. The Offeror's scope of work must be limited to activities strictly stated and authorized in the approved plan. No claim or invoice will be submitted or paid unless an approved current work plan is on file with OMIG.

2. Monthly Reporting

The following reports must be provided, or be made available, to OMIG and any additional stakeholders as determined by OMIG, monthly by the 15th of each month, detailing the work performed in the previous month. Reports must not be in a format limited by capacity and must include all applicable items. Detailed information of the Offeror's findings must be provided at OMIG's request.

Status Reports: The Offeror must prepare and submit to OMIG monthly status report of its high level accomplishments and pending work to be completed.

Casework reports: The Offeror must prepare and submit reports detailing casework performed. Reports must include the ability for drill down in each category to the unique case number detail. Reports must be able to be sorted by county of eligibility.

Casualty (including Mass Torts)

- (1) Leads received, broken down by lead type
- (2) Correspondence received and processed
 - Requests for interim and final lien amounts received and sent
 - Requests for lien amount compromises received, granted, and denied including denial reasons.
 - Lien amount disputes received, granted, and denied, including denial reasons
- (3) Cases opened
- (4) Cases closed both with and without recovery. For cases closed without recovery, the reason for closure must be included.
- (5) 104b liens
 - Filed
 - Released

Estates and TEFRA

- (1) Leads received, broken down by lead type
- (2) Correspondence received and processed
 - Questionnaires sent and received

- Requests for compromise received, granted, and denied, including denial reasons
 - Requests for Hardship Waiver received, granted, and denied, including denial reasons
 - Other documents received and processed by type
- (3) Cases opened
- (4) Cases closed both with and without recovery. For cases closed without recovery the reason for closure must be included.
- Releases sent
- (5) Assets verified
- By type including unclaimed funds
- (6) Probate identified
- Offeror Identified
 - Referred to the local County Public Administrator or County Treasurer to open probate
- (7) Claims filed
- (8) TEFRA Liens filed
- (9) Post Death Property Liens filed

Recovery Reports:

- (1) Reports detailing high level recoveries received must include recovery amounts. Reports must be separated by Casualty, Estates and TEFRA totals, and list all the recoveries, per county (including the NYSoH marketplace), for that month. This must also include totals monthly, and cumulatively by calendar and fiscal year.
- (2) By the same date, the Offeror must also submit to the county, or make accessible to the county, a monthly report of the county's own specific case detail and recovery data.
- (3) Reports detailing payments received must be available to OMIG and other stakeholders as determined by OMIG. Reports must include details such as, but not limited to:
- Deposit date
 - Payment type (check or electronic payment)
 - Sub-payment type (Nursing Home account, structured or settlement or annuity, Mass Tort settlement, Bank account payment, etc.)
 - Check number (if applicable)
 - Payment amount
 - Associated case type and unique identification number(s)

Quality Assurance Reports

Reports detailing the quality assurance reviews conducted by the Offeror must be submitted to OMIG and must contain, but not be limited to, the following:

(1) Correspondence & Customer Service:

The Offeror must conduct a daily review of information exchanged with the public, NYS agencies, or LDSS via phone calls, email responses, and all other correspondence for accuracy and timeliness. A minimum of 10% of all correspondence and customer service contacts must be reviewed for both Casualty and Estate correspondence and documentation. A report of the high-level findings of any errors or issues, and subsequent changes to procedure/training/etc. must be provided to OMIG monthly. The minimum review percentage can be changed at OMIG's discretion.

(2) Valuation:

The Offeror must conduct a daily review of valuation and claim review activities for accuracy and timeliness. A minimum of 10% of all lien and claim valuations for both Casualty and Estate processes must be reviewed, as well as review of all \$0 lien and claim determinations and any significant increase or reduction of lien or claim amounts. Thresholds for review will be at the discretion of OMIG. A report of the high-level findings of any errors or issues, and subsequent changes to procedure/training/etc. must be provided to OMIG monthly. The minimum review percentage can be changed at OMIG's discretion.

(3) Lien and Claim filing:

The Offeror must conduct a daily review of all lien/claim filing, updating, and lifting activities for accuracy and timeliness. A minimum of 10% of all lien and claim filing activities for both Casualty and Estate processes is required. A report of the high-level findings of any errors or issues, and subsequent changes to procedure/training/etc. must be provided to OMIG monthly. The minimum review percentage can be changed at OMIG's discretion.

Staffing Reports:

Each quarter, the Offeror must provide to OMIG an organizational chart that lists all positions assigned to this project. The Offeror must provide a job description for each position, staff name, contact information and physical working location of staff assigned. Changes to staffing must be reported to OMIG along with an updated organizational chart, within one week from the date the change occurs.

Ad Hoc Reports:

Ad hoc reports requested by OMIG must be submitted in the form and format prescribed by OMIG, within reasonable timeframes as specified by OMIG.

STAKEHOLDER EDUCATION AND OUTREACH PROGRAM

In coordination with OMIG, the Offeror must develop an outreach program to educate stakeholders of Casualty and Estate policies and protocols. Stakeholders include, but are not limited to, the LDSS, recipients and their families, and the legal community.

OMIG's evaluation team may take into consideration any creative, viable, innovative, or constructive solutions that the Offeror proposes to meet the mandatory requirements of this section.

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 to meet this requirement. OMIG requires that SOC reports are prepared and submitted annually.

GENERAL

OMIG reserves the right to limit or increase the reviews conducted by the Offeror under this contract by region, claim type, time period, or by any other reason that OMIG believes is in the best interest of the New York Medicaid Program. This notice will be in writing (paper or electronic) and will be effective immediately.

All Offeror functions and procedures must be in full compliance with federal and state laws and regulations. Any entities utilized by the Offeror in the performance of the contract must not perform such work nor must they access any OMIG protected health information outside of the United States without OMIG's express prior written consent. In no event must any subcontractor or vendor access any OMIG protected health information outside of the United States without OMIG's express prior written consent.

III. CASE MANAGEMENT SYSTEM

A recipient driven, high capacity, intuitive, amendable, and user-friendly system is needed to house, process, and document the New York State's Casualty and Estate recovery case inventory.

The Offeror must provide and maintain a case management system dedicated to the New York project and have the capacity and ability to accommodate all the active Casualty and Estate cases for all the counties of NYS and NYC HRA Investigation, Revenue & Enforcement Administration (IREA) Division of Liens and Recovery Casualty Program and the NYC HRA Office of Legal Affairs (OLA) who administers the real property program for the estate recovery of Medicaid recipients. The Offeror's case management system must also contain the cases generated from NYSoH marketplace (15 years of claims history must be accessible to the user and/or caseworker for both Casualty and Estate cases). The system must be online and available between 6:00AM to 9:00PM Eastern Standard Time, Monday through Friday.

The Offeror's case management system is required to be operational within 3 months from contract commencement. Access will be granted by the Offeror through provisioned credentials and training will be provided by the Offeror to LDSS, HRA, and NYS staff as needed or as requested by OMIG at no extra cost.

The Case Management system or a separate system, capable of performing all functions listed below, must be HIPAA & HITECH compliant. It must be able to interface with NYS Medicaid Data Warehouse (MDW) and be able to identify fee-for-service claims, managed care capitation payments and encounter claims related to the injury, or estate, enabling the caseworkers to review and value the cases. Reports and system information generated from the case management system must be in a form and format directed by OMIG, to be compatible with OMIG systems. At OMIG's request, the Offeror will work with NYS to modify the case management system and create integration between Offeror and state systems to the extent possible.

The management system must have the capability to accumulate the expenses associated with the accident or estate and monitor the progress of the ongoing cases. The management system must include workflows conducive to case maintenance and updating, including the requirement of caseworkers to re-value each case, conduct outreach for additional information, and maintain an updated caseload. Stakeholders must be made aware of updated and final lien or claim amounts and any pending settlements promptly upon the Offeror identifying them, and as requested.

The system must contain reporting functionality that is customizable, including customized data fields, system query functionality, and various other customizable reporting functions as requested by OMIG.

The Offeror's case management system, at a minimum, must be able to house and perform basic and complex functions including, but not limited to:

1. Accepting all cases from the current case management system used by OMIG and its contractor;
2. Accepting and maintaining all files and documentation provided by the public, the counties and state agency stakeholders
3. Interface with the Offeror's public facing portal or website to document submissions, inquiries and responses as well as receive and accurately file documents with the correct case file;
4. Storing a minimum of 15 years of claims history and documentation for active cases accessible to users, and an annual case load of over 75,000 cases.
5. Interfacing with various lead and end users, in addition to the ability to interface with the MDW;
6. Medicaid eligibility span addition and retention (as part of interfacing with the MDW)
7. Properly reflecting and retaining for valuation all applicable Medicaid fee-for-service claims and managed care encounters regularly on a schedule to be determined by OMIG;

8. Scanning and associating all incoming documents and correspondence to the appropriate case file;
9. Document generation, intake from external sources, attachment to and storage within applicable cases.
 - a. System generated documents and letters to be approved in form and function by OMIG
10. Ability to relate, and unrelate, the expenses related to an applicable recipient (accident and/or estate).
11. Allow for the valuation and calculation of claims specific to each case file, including claim level valuation determination and cumulative related claim totals;
12. Allow for the documentation and cumulative calculation of the lien or claim amount on each case.
13. Documenting written and verbal communications in each case;
14. Documenting the status of each case;
 - a. Statuses and their definitions to be approved in form and function by OMIG
15. Documenting and retaining the litigation or estate settlement date and the litigation or estate amount, including any associated documentation;
16. The addition and retention of case notes and comments
17. Recipient and case linking:
 - a. Linking of multiple cases by recipient
 - b. Linking of multiple recipient Medicaid Identification Numbers by recipient
 - c. Linking of multiple recipient names by recipient
 - d. Linking of multiple recipients by event
 - e. Linking of multiple cases and/or recipients across different areas (casualty, estates, counties, etc.)
18. Document and maintain all payments and payment documentation to ensure proper Federal/State split of funds;
19. Document all the actions taken and determinations made in each case;
20. Generate appropriate letters, questionnaires, information requests, follow-up reminders, and any other documentation specified by OMIG;
 - a. System generated documents and letters to be approved in form and function by OMIG
21. Generate case specific release of claims forms, satisfaction of claim forms or withdrawal of claim forms.

- a. System generated documents and letters to be approved in form and function by OMIG
22. Ability to transfer data for uploading of recovery information to OMIG's system; and
23. Reporting capability, including case status and case count tracking, both current and historical, lien, claim and recovery information, and ad-hoc reporting inclusive of all areas of the Case Management System, for OMIG staff and other users as deemed appropriate and at OMIG discretion.

At a minimum, the system must contain the following data:

General Requirements– all cases

1. Recipient demographics
 - a. Date of Birth
 - b. Date of Death (if applicable)
 - c. First and Last name(s) including any known aliases
 - d. All Medicaid Recipient ID numbers (CINs) attributable to the recipient
 - e. Social Security Number
 - f. All known addresses of residence

2. Medicaid eligibility information
 - a. All Medicaid eligibility spans as noted in the MDW
 - i. County of eligibility, including the NYSoH marketplace
 - ii. Dates of eligibility
 - iii. Fee-for-service vs. Managed Care indicator

3. Casework information
 - a. Notes to detail correspondence, phone calls, and steps taken in the case including the date of any such actions
 - b. Capability to attach documents such as emails (both internal and external), letters, etc.
 - i. All documents must be available to view, download and print
 - c. Identification of caseworker
 - d. Current and historical case status
 - e. Lead source
 - f. All known contacts and their information, including their association to the case/recipient
 - g. Linking of all cases attributed to recipient and/or Date of Incident

Casualty Specific Requirements

1. Incident detail
 - a. Date of incident
 - b. Description of incident
 - c. Description of injuries sustained
 - d. The attachment of and access to associated documentation received relevant to the incident (suit documentation, police reports, etc.)
 - e. Linking of all recipient cases attributed to incident
2. Financials
 - a. Summary and detail of associated claims
 - i. Claims reviewed, related to case and unrelated to case
 - ii. Claims pending review
 - b. Lien filing information
 - i. Date filed
 - ii. Court information
 - iii. Amount of filed lien
 - c. Settlement information and documentation
 - d. Payment detail

Estate Specific Requirements

1. Verified assets
2. Deferral or Exemption details (if applicable)
3. Financials
 - a. Summary and detail of associated claims
 - i. Claims reviewed (related and unrelated to case)
 - ii. Claims pending review
 - b. Claim filing information
 - i. Date filed
 - ii. Court information
 - iii. Amount of filed claim
 - c. Settlement information and documentation
 - d. Payment detail

IV. OFFICE AND STAFFING REQUIREMENTS

The Offeror must provide to OMIG an organizational chart that lists all positions including staff names and titles as well as the physical working locations for each staff person. Staff assigned must be solely assigned to New York State's Casualty and Estate Contract. The Offeror is responsible for recruiting and maintaining staff at a volume large enough to efficiently handle the workload and meet time frame requirements as set by OMIG or as identified by external stakeholders. The vendor is responsible for notifying OMIG of all onboarding and off-boarding of all staff including subcontracting staff. A request for a change in subcontracting company must be submitted to and approved by OMIG. Notification must be sent to OMIG at casualtyandestates@omig.ny.gov prior to implementation. All state equipment must be returned to OMIG upon separation of service.

The Offeror must have customer centric staff available during normal business hours, defined as 8:00 AM to 5:00 PM Eastern Standard Time (EST), Monday through Friday, excluding State observed holidays.

The Offeror's key personnel must include an IT Specialist, Project Director, Project Manager and Project Attorney. Key personnel assigned to OMIG's Casualty and Estate contract must be available to come onsite to OMIG, at the request of the agency. Upon OMIG's request, the vendor must appear onsite within three (3) business days at the vendor's expense.

The Offeror must be responsible for assuring that all persons (including but not limited to employees, agents, and sub-contractors) are legally authorized to render services described in the Contract under applicable State laws or regulations. The Offeror must not have an employment, consulting, or any other agreement with a person that has been debarred or suspended by any Federal or State agency, licensing agency or certification board for the provision of items of services related to the entity's contractual obligation to the State. In addition, staff, working on this contract, may not have secondary employment with providers that are subject to monitoring as outlined in this RFP.

At minimum, the following staff must be assigned to this Contract, and must possess a current, active, and unrestricted license in one or more United States licensing jurisdictions (if applicable):

While the nature of the work requires the recovery of funds, this should be pursued in a sensitive manner. All staff tasked with handling calls from the public will be required to take specialized training approved by OMIG, including grief sensitivity training, annually and at no cost to OMIG.

KEY PERSONNEL

A single individual may not hold more than one key position unless otherwise approved by OMIG. The Offeror must notify OMIG concerning any changes in key personnel as soon as the Offeror is aware of a change. The Offeror must provide one (1) résumé, including any pertinent certifications/licenses, for each of the Key Personnel positions outlined below. *If the Offeror submits more than one (1) résumé, the first in the order that it appears in the proposal will be treated as the résumé to be reviewed.*

1. IT Specialist
 - The IT Specialist must have a minimum of five (5) years of experience in information technology.
2. Project Director
 - The Project Director must have, at a minimum, five (5) years of experience in Healthcare Program Integrity/Compliance and/or casualty or estate law and/or subrogation.
3. Project Manager
 - The Project Manager must have, at a minimum, five (5) years of experience in Healthcare Program Integrity/Compliance and/or casualty or estate law and/or subrogation.
4. Project Attorney
 - The Project Attorney must possess a current, active, and unrestricted license to practice law in NY. They must have, at minimum, five (5) years of experience in Healthcare Program Integrity/Compliance and/or casualty or estate law and/or subrogation.

SUPPORT PERSONNEL

The Offeror must assign the following support personnel, dedicated to the NY Casualty and Estate contract, at volume large enough to timely and efficiently handle the workload:

1. Customer Service Representatives
2. Caseworkers
3. Clerical staff

V. CONTRACTOR EXPERIENCE

OFFEROR REFERENCES

The Offeror must provide up to three (3) programmatic references (Attachment 2). The contact person must be an individual familiar with the organization and its day-to-day performance. The Offeror is strongly encouraged to call or write their references to ensure the accuracy of their contact information and their willingness and capability to be references. References must include the organization's name, name of a specific contact person, mailing address, telephone number, and e-mail address.

If the Offeror's submission proposes the use of subcontractor(s) for service provision, the Offeror's proposal must also include three (3) programmatic references for each proposed subcontractor.

ORGANIZATIONAL CAPABILITY AND EXPERIENCE

Responses to the requirements in this section must describe the Offeror's and any proposed subcontractor's background and experience relevant to Casualty and Estate Recovery. The responses must also address the details regarding the Offeror's organization and resources of the organization. The proposal must clearly describe the Offeror's ability and competence to perform the requirements as described in this RFP. **Failure to respond to the requirements of this section will automatically disqualify an Offeror from contention.**

1. Summary of Organizational Capability – OMIG is requesting proposals from qualified organizations and proposed subcontractor(s), if applicable, to fulfill the Casualty and Estate functions as directed by OMIG.

Include the following specific details regarding the Offeror and subcontractor(s), if applicable:

- a. Organization establishment date, mission at time of establishment, the current mission statement, and if the current mission is different from the original, a description of the changes in focus that led to the current missions.
 - b. Explanation as to why Offeror's organization is well suited to implement the services required by this RFP.
2. Summary of Corporate Experience – Demonstrate that the Offeror and any proposed subcontractor(s), if applicable, have no less than five (5) years of experience in performing functions like those described in the qualification requirements.

Describe relevant experience and success related to the Scope of Work for Casualty and Estate including the following information concerning the Offeror's, and any proposed subcontractor(s), experience with other contracts or projects like the type of service and/or scope of work contemplated by this RFP, whether ongoing or completed. Include the current range of services the organization provides, relevant to the functions to be performed as required under the resultant contract.

- a. Identify all State agencies and commercial vendors for which the Offeror has engaged in similar or related contract work or projects completed within the last three (3) years with emphasis on activities relevant and related to the proposed program.
- b. Explain whether work was performed as a prime Contractor or subcontractor. If the work was performed as a subcontractor, the Offeror must describe the scope of subcontracting activities.
- c. 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.

NOTE: The signed release must be submitted as a separate sheet of paper.

- d. Identify contacts for those projects of similar scope, including name of customer's project officer, title, mailing address, telephone number, fax number, and e-mail address.
 - e. Identify the term for the contracts including the contract signing date, the project initiation date, the initial scheduled completion date, and the actual completion date.
 - f. List all contracts awarded to the Offeror or its predecessor firm(s) by the State of New York during the past three (3) years by State, Agency, Division, Contact Person (with mailing address/telephone number/e-mail address), period of performance and contract amount.
 - g. List all sanctions, fines, penalties, or letters of non-compliance issued against the Offeror by any of the contracting entities listed above. The list must describe the circumstance eliciting the sanction, fine, penalty, or letter of non-compliance and the corrective action or resolution to the sanction, fine, penalty, or letter of non-compliance. If no sanctions, fines, penalties, or letters of non-compliance were issued, a statement that attests that no sanction, fine, penalty, or non-compliance action has been imposed on the Offeror within the last three (3) years immediately preceding the RFP posting/release date must be submitted.
3. Describe how the Offeror's proposed Casualty and Estate Model will enhance and improve OMIG's current Program and how it will integrate its proposed Casualty and Estate processes into a seamless Casualty and Estate Model.
 4. Submit a staffing plan that includes current and proposed staff and if/when your organization will hire staff and orient them to your organization, the Casualty and Estate Program, and their roles and responsibilities.

VI. CONTRACTOR ACCOUNTABILITY

GENERAL ACCOUNTABILITY PROCESS

The Offeror is expected to remain in compliance throughout the term of the resulting contract, there may be instances where this is not the case. For all situations not specifically listed above, where Contractor fails to comply with the terms of the RFP, OMIG will generally offer five (5) business days to cure the situation. If, after five (5) business days the Contractor continues to remain out of compliance, the matter will be promoted to the next level for review and determination of additional corrective action, up to and including withholding of payment. If, after thirty (30) calendar days, the Contractor continues to remain out of compliance, the matter may be promoted to the next and final level of review to determine if the failure to comply warrants legal action, up to and including breach of contract.

Below, is an outline of the general levels of review and corrective action:

First Level (OMIG Program Area – DSUR):

If Contractor fails to comply with the terms of the RFP, OMIG's program area, with whom the Contractor generally interacts in the standard course of business, will address any issues with the Contractor. The Contractor is expected to correct the issue within five (5) business days, or the issue may be elevated to the next level.

Second Level (OMIG Bureau of Fiscal Management (BFM)/Contract Unit):

If Contractor continues its failure to comply with the terms of the RFP after having received notice five (5) business days prior, the issue may be elevated to OMIG's Contract Unit for review. OMIG's Contract Unit will review the situation and may offer the Contractor thirty (30) calendar days to comply with the terms of the RFP or may impose a withhold of monthly payment until the action is corrected. In addition, if the Contractor remains out of compliance at the end of thirty (30) calendar days, the issue may be elevated to the next level of review.

Third (Final) Level (OMIG Counsel):

If Contractor continues its failure to comply with the terms of the RFP after having received notice thirty (30) calendar days prior, the issue may be elevated to OMIG's Counsel for review. OMIG's Counsel will review the situation and will determine if the failure to comply warrants legal action, up to and including breach of contract.

*While this is a general guideline of OMIG's process for remediation, OMIG reserves the right to escalate the issue to the highest level at any time for continued failure to correct.

FEE ADJUSTMENT SCHEDULE:

The Fee Adjustment Schedule, below, represents adjustments that are separate and apart from the General Accountability Process, but consistent non-compliance may still lead to breach.

All contingency fee adjustments will be assessed at OMIG's discretion and will be applicable to contingency fee for the entire invoice submitted for the month in which the issue was identified. For example, if the contingency fee bid by the Contractor is 7.5% and the fee reduction on the schedule is 0.5%, the amount paid for the month's recoveries would be 7%. Fee reductions will be applied additively. The total fee adjustments will not reduce the contingency fee paid for any given month below 5%. Despite the assessment of a fee adjustment, the Contractor is still expected to remedy the issue.

OMIG reserves the right to apply fee adjustments to the Contractor's contingency fee, per the schedule, below:

1. If the Contractor has known, written directives, from OMIG regarding a review 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 fee by 1% of the applicable adjustment to the next vouchering month.

2. All 'Key Personnel' positions must be filled upon initiation of the Contract by the Contractor. If any 'Key Personnel' positions are not filled upon initiation of the Contract, the Contractor's contingency fee will be reduced by 0.25% for the applicable vouchering month. If at any point in time, one of the 'Key Personnel' positions becomes vacant, the Contractor must notify OMIG within fourteen (14) business days. The vacant 'Key Personnel' position must be filled within sixty (60) calendar days of vacancy or, upon expiration of the sixty (60) calendar days, the contingency fee will be reduced by 0.25% for the applicable vouchering month. If within forty-five (45) days, the Contractor does not believe the position will be filled then the Contractor must request an extension of the timeframe. The extension will not exceed an additional sixty (60) days. Approval or denial will be at the discretion of OMIG.
3. If the contractor fails to accurately value lien or claim amounts and/or file and/or produce necessary documents by the time frame(s) specified in the case documentation or the time frame specified by OMIG, resulting in a reduction or loss of recovery payment, OMIG will reduce the Contractor's fee by that amount for the applicable vouchering month.
4. If the contractor fails to submit any reports to OMIG within the time frame specified by OMIG, it will result in a reduction of .25% for the applicable vouchering month.
5. If within a three (3) month period, OMIG receives five (5) or more verified, substantive complaints relating to activities being conducted by the Contractor, OMIG will notify the Contractor and require a formal corrective action plan within ten (10) business days of notification. If the issue continues to occur, OMIG reserves the right to act, including but not limited to, reducing the Contractor's contingency fee by 1% for the applicable vouchering month. Examples of complaints include but are not limited to:
 - Failure to adhere to Casualty and Estate processes as outlined in the law.
 - Failure to follow agency (DOH/OMIG) guidance and/or procedures.
 - Failure to respond to LDSS inquiries within three (3) business days,
 - Failure to conduct recoveries as outlined within the agreed upon project plan parameters.
6. OMIG identified inaccuracies or discrepancies in the Contractor's submitted monthly fee invoicing documentation to OMIG of Casualty and Estate recoveries, from the prior month, will result in a fee reduction of .25% for the applicable vouchering month.
7. The Case Management System availability window must span from 6:00AM to 9:00PM Eastern Standard Time, Monday through Friday. Case Management System and/or customer service availability delays during the availability window need to be reported within an hour of the Contractor becoming aware of the issue. If the issue cannot be resolved within twenty-four (24) hours from the onset of the outage, OMIG reserves the right to impose a fee reduction of .25% will be assessed for that month.

VII. CONTRACTOR RESPONSIBILITIES

In addition to the specific requirements for this proposal, this RFP also lists expected duties of the Offeror once the resulting contract is finalized; upon which, the Offeror will become the Contractor. For all references to "Contractor", it is assumed and expected that the Offeror, upon full execution of the contract, accepts the responsibilities, as outlined within this RFP.

ARCHIVAL BACKUP AND DISASTER RECOVERY

1. The Offeror will maintain an archival backup and disaster recovery procedures in the event of destruction or corruption of the Case Management System, or disasters or emergencies which require Offeror to restore backup. The Offeror must provide back-up facilities to the primary operations and data centers that can provide the services outlined in this Contract if an incident to the primary facilities significantly interrupts the delivery of a significant service. Following the declaration of a disaster, once the primary facilities have recovered, they must again be used to provide the services herein with no loss of time and at no additional cost to OMIG.
2. The Offeror must develop and adhere to an Emergency Preparedness Plan (EPP) to protect and maintain ongoing services as outlined in this Contract. Such plans must include, but are not limited to, the following elements:
 - Identification of staff roles and responsibilities during implementation of the EPP;
 - Procedure for communicating during an emergency with all stakeholders during the required hours of operation including, but not limited to:
 - OMIG
 - Subcontractors
 - LDSS contacts
 - The Contractor's employees
 - The public
 - Description of alternate communication procedures to be used in case of telecommunication and/or internet systems outages; and
 - Procedure to initiate plan for the continuance of Case Management System availability, including contact names, titles, and locations of staff responsible for initiating the plan and locations of backup storage sites/equipment.

The Contractor must also:

- Provide its emergency contact information (staff names, telephone numbers and email addresses) to OMIG and must notify OMIG immediately upon any subsequent updates of that information.

- Notify OMIG when the EPP is initiated, and at what location(s), and provide periodic updates to OMIG until the emergency is resolved.
- Review and update the details of the EPP with key staff annually.
- Ensure that all subcontractors have adequate emergency preparedness protocols in place annually.
- Provide an update on the EPP in the annual Work Plan.

VIII. PROPOSAL SUBMISSION GUIDELINES

The Offeror must submit a proposal that provides a complete and sufficient response to all the requirements of Sections II through VII. OMIG will review the proposal and determine whether the Offeror is responsible. A failure to provide all the requested information will automatically disqualify an Offeror for being non-responsive. An Offeror must meet the requirements of Section VIII. Proposal Submission Guidelines to have its financial proposal considered for final contract award.

No oral statements of any person will modify or otherwise affect the terms, conditions or specifications noted herein or in the contract for the service. Any amendments or addendums to this RFP that may be necessary will be issued in writing.

To expedite the review of the proposals, all documents and technical information should be submitted in the order and format specified within this RFP. The Technical Proposal and the Financial Proposal, including Financial Statements, should be sent separately with the subject "RFP# OMIG 23-01 Technical Proposal" or "RFP# OMIG 23-01 Financial Proposal". No information beyond that which has been specifically requested is required.

Proposals and other forms must have original/wet signatures. The Offeror must respond to every specification stated in this RFP. Moreover, the Offeror must list, cross-reference, and clearly explain all exceptions and/or alternatives and/or caveats to any item contained in this RFP in the Comments and Limitations section of their Technical Proposal.

A proposal that does not comply with the requirements and does not include all the information requested may be negatively affected in the overall evaluation and could be subject to rejection.

One (1) electronic copy of the proposal with three (3) sets of original signature pages that have been signed with a wet signature and scanned (and originals mailed), including everything in the original (forms, the Financial Proposal, text and narrative sections and all attachments) are to be submitted.

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.

To be considered, electronic proposals must be received by the date and time indicated in the *RFP Schedule of Events*. The Offeror is responsible for ensuring that proposals are submitted and delivered on time. Consideration will be given only to complete and timely proposals. Proposals received after the deadline may not be opened.

FORMAT

1. Transmittal Letter

The Transmittal Letter, which is considered an integral part of the proposal, must be signed by the individual or individuals authorized to bind the Offeror contractually. This transmittal letter must:

- a. Be submitted on the Offeror's official business letterhead and must be signed in blue ink by an authorized representative of the Offeror.
- b. Indicate the signer is so authorized to sign the proposal and the contract, and the title or position of the signer. An unsigned proposal will be rejected.
- c. Include a statement to the effect that the price quoted in the Financial Proposal constitutes a firm and irrevocable offer for 90 days.
- d. Include a statement that the Offeror complies with or meets all Administrative Requirements, as outlined in Section IX of this RFP.
- e. 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.

2. A Statement of Understanding

The Offeror in the Transmittal Letter or in a separate document, properly labeled "Statement of Understanding," must state in concise terms its understanding of the activities to be performed by the vendor and the role the vendor is expected to perform, as well as the Offeror's commitment to performing the work as expeditiously as possible.

3. Title Page and Table of Contents

The Title Page must identify the following:

- The RFP, Solicitation Number: OMIG 23-01, Medicaid Casualty and Estate Recovery Services;
- the Due Date, August 28, 2023, at 12:00 pm EST, for which the proposal is being submitted;
- the Offeror's name; and

- the name, address, email address, and telephone number of the Offeror's contact person(s).

The Table of Contents must identify each major section of the proposal and should follow this proposal format.

TECHNICAL PROPOSAL

The Technical Proposal must contain the Offeror's response to each of the required portions from Section II, "Scope of Work." An Offeror's Checklist has been included as Attachment 1 and may be used to ensure that all mandatory requirements are met. All aspects of the Technical Proposal must be sent as a separate document labeled "RFP# OMIG 23-01 Technical Proposal." 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.

FINANCIAL PROPOSAL

All aspects of the Financial Proposal must be sent as a separate document labeled "RFP# OMIG 23-01 Financial Proposal." Complete the Cost Proposal Form and submit it only with your Financial Proposal.

Financial Statements must be included with the Financial Proposal and will be used to determine the Offeror's financial stability but will not be scored as part of the Financial Proposal.

- Audited financial statements for the last three (3) years including income/operating statements, balance sheets, statements of cash flow, and footnotes to financial statements.
- 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.
- Provide Dun and Bradstreet DUNS number and comprehensive reports for the last three (3) years, if available.

The Offeror must provide documentation attesting to any significant line(s) of credit that are available to the Offeror. This documentation must include information identifying the source of such lines and detailing the maximum credit amount(s) available to the Offeror, outstanding balance(s), and current amount(s) available.

- The Offeror must provide the name and phone number of a contact at its primary bank for a bank reference to be obtained as part of the financial stability evaluation.

All costs associated with the fulfillment of the requirements of the resultant contract must be considered by the Offeror when developing its Financial Proposal. This may include improvements to applications and processes developed exclusively for OMIG to meet those requirements more appropriately. This is in reference only to those processes that are developed to fulfill the terms of the RFP and any improvements that might be required to continue to fulfill the terms as the Contract Term advances. Additional processes that would require separate compensation do not fall within the scope of this RFP.

STATEMENT OF COMPETING COMMITMENTS

Each Offeror must provide a Statement of Competing Commitments; a list of any contractual obligations it has entered which requires effort on its part during the period that the Offeror will be working on the contract resulting from this RFP.

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.

PROPOSAL INFORMATION AND PRICING

On the included Cost Proposal form, the Offeror must provide a contingency fee percentage of Medicaid recoveries resulting from the Offeror's recovery activities. The proposal price will be net, excluding any pre- or post-collection interest, and will include all costs and expenses, incident to completing the Offeror's obligations under the Contract including, but not limited to, personnel costs, fringe benefits, indirect costs (overhead, administrative, mark-up, etc.), travel and training. All proposals must be submitted exclusive of Federal, State, and local taxes.

All employees of the Winning Offeror who are assigned to work on this project must, at the discretion of OMIG, complete HIPAA and other mandatory training, made available by OMIG.

The Contractor will not bill OMIG for any hours that the employee devotes to said training.

PROPOSAL AMENDMENT / WITHDRAWAL

A proposal may be amended or withdrawn prior to the proposal due date and time. An Offeror who wishes to amend or withdraw its proposal, must submit the amended proposal or proposal withdrawal in an envelope which is clearly marked on the outside, "**Amended proposal for RFP# OMIG 23-01,**" or "**Proposal Withdrawal for RFP# OMIG 23-01,**" as appropriate. Any such amendment or withdrawal must be signed by a company representative who is duly authorized to amend or withdraw such proposal on behalf of the Offeror (preferably the individual who signed the original proposal).

Amended proposals and proposal withdrawals may be sent via email, by regular mail, or via overnight delivery, or delivered in person to the attention of Edwin Lake in the Bureau of Fiscal Management (BFM), at the address indicated in the Designated Contact section of this RFP.

Amendments received after the proposal due date and time will be considered late and will be subject to the conditions outlined in "**Rejection of Proposals,**" below. Proposal withdrawals received after the proposal due date and time will be considered late and therefore invalid, null and void, and of no effect.

Unless properly withdrawn as specified herein, all proposals submitted in response to this RFP will remain binding upon the Offeror for a period of ninety (90) days after the proposal due date.

PROPOSAL RESULTS

Copies of the proposal packages opened by the State may be requested after the award and execution of the contract by writing to:

Records Access Office
New York State Office of the Medicaid Inspector General
800 North Pearl Street
Albany, New York 12204

Or electronically by email address: omigFOIL@omig.ny.gov

REJECTION OF PROPOSALS

OMIG reserves the right to reject any or all proposals, in whole or in part, and to waive technicalities, irregularities, and omissions if, in its sole judgment, such action will be in the best interest of the State. If there are no satisfactory proposals, which fully comply with the proposal specifications, OMIG reserves the right to consider late or non-conforming proposals. OMIG will only award a contract to a “responsible” and “responsive” Offeror (as defined by State Finance Law Section 163(9)(f)), that OMIG determines to be qualified to satisfy the terms and conditions of this solicitation. OMIG reserves the right and sole discretion to qualify an Offeror as responsible and responsive. Neither OMIG nor the State of New York must be liable for any costs incurred by the Offeror in preparation for, or prior to approval of, an executed contract.

IX. METHOD OF AWARD

PROPOSAL EVALUATION

As required by the NYS Finance Law, §163, the award(s) will be made based on “best value” (the proposal which optimizes quality, cost, and efficiency) to responsive and responsible Offeror(s), as determined in the evaluation process. The contract(s) will not be awarded based on lowest bid. However, the Offeror(s) with the lowest bid(s) may be awarded a contract if it provides the best value, as defined above.

PROPOSAL CLARIFICATION

OMIG reserves the right to require an Offeror to provide clarification and validation of its proposal through any means OMIG deems necessary. Other than to provide such information as may be requested by OMIG, no vendor will be allowed to alter its proposal or add new information after the final filing date and time. Failure of an Offeror to cooperate with these efforts to clarify or validate proposal information may result in the proposal being labeled as non-responsive and given no further consideration.

EVALUATION PROCESS OVERVIEW

1. Vendor Selection

This is a competitive procurement that will result in a contract to implement the RFP #OMIG 23-01 Casualty and Estate Project. At the sole discretion of the State, any and all proposals may be rejected.

2. Initial Compliance Evaluation

All responses to the RFP will be subject to an Initial Compliance Evaluation. In completing the Initial Compliance Evaluation, OMIG has the right to request additional information. Proposals not in compliance with the items below will be determined non-responsive; their proposal will have failed the Initial Compliance Evaluation and will be removed from further evaluation.

The responses will be screened for the following items:

- Responsiveness to RFP – meets delivery due date, transmittal letter signed by an official, format and content requirements, as specified herein;
- Inclusion and completion of all forms and proposal components in their entirety, required by the RFP;
- The Technical Proposal includes all components, as itemized in Section VIII. Proposal Submission Guidelines;
- The Financial Proposal includes all components, as itemized in Section VIII. Proposal Submission Guidelines; and
- The Contractor complies with all insurance requirements.

All responses that pass the Initial Compliance Evaluation will be submitted to both the Technical Evaluation Committee and the Financial Evaluation Committee.

3. Evaluation Committees

The proposals will be evaluated by a Technical Evaluation Committee and a Financial Evaluation Committee. Both committees will be comprised of State government staff that are experienced in the Program area as well as contract management. Both Committees will independently recommend the proposal that best meets the State's requirements to the Selection Committee.

PROPOSAL REVIEW

The **Technical Proposal** is worth seventy-five percent (75%) of the Offeror's final score. OMIG will evaluate the capability of the Offeror to perform the required services at the time of the proposal, and the Offeror's experience in providing services of a similar or greater scope. References will be verified and included in the Technical Evaluation. The qualifications, experience, and overall work narrative will be evaluated. If a mandatory component is not met, the entire proposal will be deemed non-responsive and the review will end.

The following chart represents the maximum points available per section of the Technical Proposal:

Section	Points Available
Scope of Work	25
Case Management System	25
Office and Staffing Requirements	25
Total	75

All Desirable (D) items in the Technical Proposal are measurable and will be reviewed and scored by a team of expert evaluators. All evaluators' scores will be totaled together, per section. Once the section is calculated, all three (3) sections will be added together to obtain the composite technical score for each Offeror. The maximum points available for Technical Score are 75.

1. The Offeror's responses to the measurable portions of the **Scope of Work** section are worth twenty-five (25) 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.
2. The Offeror's responses to the measurable portions of the **Case Management System** section are worth twenty-five (25) 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.
3. The Offeror's responses to the measurable portions of the **Office and Staffing Requirements** section are worth twenty-five (25) total points out of the seventy-five (75) available for technical score. The Organizational Chart will be scored based upon quantity of FTEs assigned to the project. Résumés will be scored based upon number of years of experience and level of education.

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.

The Financial proposals will be normalized as follows:

F = (A÷B) * 25 where:

F is the normalized score.

A is Total Price of lowest Proposal

B is Total Price of Proposal being scored

OMIG, at its own discretion, may require the top Offeror(s) to give a Presentation/Interview or arrange for a Site Visit to further document their ability to provide the required services. The Offeror will be notified in writing of the date, time, and place of this event. The Offeror, as well as any key personnel, should be present and participate in the Presentation/Interview/Site Visit.

OMIG will provide a list of subjects to be covered during the Presentation/Interview/Site Visit to ensure that the Offeror is given the opportunity to address all subject areas of concern.

Sufficient time to present/visit should be reserved for a Site Visit. Questions may be asked by OMIG representatives based on material covered in the Presentation/Interview/Site Visit and/or in the proposal.

The Presentation/Interview would take place at the following location:

Office of the Medicaid Inspector General
800 North Pearl Street
Albany, New York 12204

The Offeror will be responsible for all costs associated with the Presentation/Interview/Site Visit.

OMIG would consider the Presentation/Interview/Site Visit as a non-graded addendum to the Technical Evaluation and OMIG evaluators may use the information they gather during this process to revise their evaluation scores, based on the merits and clarification provided during the Presentation/Interview/Site Visit.

OMIG reserves the right to disqualify an Offeror if, in OMIG's sole opinion, the proposal does not pass the evaluation for any or all the evaluation criteria.

NOTIFICATION OF AWARD

After evaluation and selection of the vendor, all Offerors will be notified in writing of the acceptance or rejection of their proposals. The name of the successful Offeror may be disclosed. Press releases pertaining to this project must not be made without prior written approval by the State and then only in conjunction with the issuing office.

CONTRACT APPROVAL

The contract(s) between OMIG and the successful Offeror(s) will not be binding until approved by the NYS Office of the State Comptroller, in accordance with the NYS contract approval process.

X. ADMINISTRATIVE REQUIREMENTS

INQUIRIES

Any questions concerning this solicitation must be received by July 24, 2023, at 2:30 PM EST via email at procurements@omig.ny.gov or directed to:

New York State Office of the Medicaid Inspector General
Edwin Lake, Contract Management Specialist 2
Bureau of Fiscal Management
800 North Pearl Street, 2nd Floor
Albany, New York 12204

Questions and Answers, as well as any RFP updates and/or modifications, will be e-mailed to prospective Offerors by August 07, 2023, at 2:30 pm EST.

OPTIONAL OFFEROR'S CONFERENCE

At OMIG's discretion, an Offeror's Conference may be held after questions are received by the Offerors but prior to the proposal due date. If OMIG determines that an Offeror's Conference is necessary to offer clarification on a specific issue or issues, attendance at the Offeror's Conference would be required by anyone who intends to Offer a proposal. Each Offeror would be allowed to send no more than three (3) representatives to the conference. Pre-Registration would be required (instructions would be sent upon notice of said Offeror's Conference) and a picture identification would be required for admittance to the Offeror's Conference.

The conference would be held at OMIG's headquarters, located at 800 North Pearl Street, Albany, New York 12204.

The intent of an Offeror's Conference is to offer an interactive exchange of information, and appropriate OMIG staff would attend to clarify RFP content. Offerors should clearly understand that the only official answers or positions of OMIG are those stated in writing. Verbal responses provided during the Offeror's Conference (or at any other time) do not represent the official answer or position of OMIG and OMIG must not be bound in any way by any such verbal answer(s).

ERRORS AND OMISSIONS

If an Offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, immediately contact the person listed in Designated Contacts of such error and request the clarification or modification thereof. Notice to OMIG of any problems described above must be made in writing and received at OMIG on or before the date shown as the final filing date. Any modifications deemed necessary by OMIG must be given by written notice to all parties who receive the RFP from OMIG.

If an Offeror fails prior to the final filing date for submission to notify OMIG of a known error or an error that reasonably should have been known, the Offeror must assume the risk. If awarded

the contract, the Offeror must not be entitled to additional compensation or time by reason of the error or its late correction.

CONTRACT AWARD

OMIG will award one contract as a result of this RFP. The Offeror who has been found to be both responsive and responsible and has offered the Proposal that is selected as the Best Value to the State, will be selected as the winning Offeror. To be considered responsive, the Offeror must have submitted its proposal on time and in accordance with the terms of this RFP. To be responsible, the Offeror will have met all criteria listed within the Scope of Work section of this RFP and will have successfully passed the vendor responsibility review.

The contract will be awarded to the Offeror that provides the best value, has complied with all proposal submission requirements, and is considered qualified by OMIG to perform its contractual obligations as specified herein.

Contract award is subject to availability of funds. OMIG is not liable for any costs for work performed by the Offeror in preparation of its proposal or for any travel and/or other expenses incurred in the preparation and/or submission of its proposal or interviews. Further, OMIG is not liable for any costs incurred by the successful Offeror for services performed or costs incurred until the contracting process has been completed and all required approvals are obtained.

Upon full execution of the contract, such Offeror will thereafter be referred to as the "Contractor." The contract must be deemed to be fully executed and binding upon the State, upon execution by OSC. OMIG will provide Offeror with a copy of the fully executed contract upon execution by OSC.

OMIG will send written notice to all Offerors notifying them that a contract has been awarded. If an Offeror has been deemed "non-responsive" and/or "not responsible" in the process of determining an award, such Offeror will receive as part of the written notice the reason(s) why its proposal was so deemed.

PAYMENT

If awarded a contract, the Contractor must 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 to expedite the process and a copy of the invoice must also be sent to OMIG Casualty and Estate Contract Manager at the following address:

casualtyandestates@omig.ny.gov

OMIG must make periodic payments for services rendered, as follows: (1) payment must 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) must be made in accordance with Article XI-A of the NYS Finance Law. Payment for invoices submitted by the Contractor must only be rendered electronically and such electronic payments must be made in accordance with ordinary State procedures and practices. The Contractor must comply with the State Comptroller's procedures to authorize electronic payments. 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 contingency fee 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.

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 must 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 must include the payment terms of the discount on the applicable invoice(s).

CONTRACT TRANSITION

1. Contract Commencement Transition Requirements (this section may be waived if OMIG deems it to be unnecessary)

The current Contractor will be able to recover all payments identified during its reviews. The current Contractor's cutoff for reviews will be 90 days prior to the end date of the existing contract.

- a. A ninety (90) day transition period must begin on the day this contract becomes effective. During the transition, the new Contractor must work cooperatively with OMIG to ensure an efficient and timely commencement of contract responsibilities.
- b. The new contractor can begin working on lead reviews but cannot send out correspondence or information requests until after the 90 day period.
- c. Within ten (10) business days of contract commencement, the new Contractor must submit to OMIG a Transition Plan and Schedule of Activities to facilitate the assumption of responsibilities, information, computer databases, software and documentation, materials, etc. The Transition Plan must include, at a minimum:
 - 1) The Contractor's proposed approach to the transition;
 - 2) The Contractor's tasks, subtasks, and schedule for all transition activities; and

- 3) An updated organizational chart and list of the Contractor's staff (titles, phone, fax, email) responsible for transition activities.
- d. OMIG must approve the Transition Plan before it can be implemented.
- e. OMIG and the new Contractor must define the initial data file required to be transferred during this transition period. OMIG will have the final authority for determining the information transmitted.
- f. The new Contractor must work closely and cooperatively with OMIG to acquire appropriate software, hardware, records, equipment, and other materials that are necessary to fulfill the Offeror's obligations.
- g. If OMIG determines the new Contractor is ready to commence work prior to the end of the transition period, OMIG may give the new Contractor approval via a Notice-To-Proceed to begin performing the duties and tasks outlined in the Scope of Work.

2. Contract Conclusion Transition Requirements

If a new Contractor is selected, the current Contractor must work cooperatively with OMIG and the successor Contractor at the end of this contract to ensure an efficient and timely transition of contract responsibilities with minimal disruption of services.

- a. The Contractor must prepare and submit an Exit Transition Plan and Schedule of Activities to facilitate the transfer of responsibilities, information, software and documentation, materials, etc., to a successor Offeror and/or OMIG. The Exit Transition Plan must be submitted by the Contractor within thirty (30) days of the date of notification of termination by OMIG. The Exit Transition Plan must include, at a minimum:
 - 1) Proposed approach to transition operations to another vendor;
 - 2) Working with OMIG to determine the appropriate State owned documents to be released;
 - 3) Within the ninety (90) day transition period, the current contractor will provide to OMIG, all lead review files in their entirety and any other state owned data.
 - 4) Contractor would need to send over one final data feed prior to the closeout of 90 days of lead reviews recovered during transition period.
 - 5) If requested by OMIG, electronic records or files to be turned over to another entity, in an acceptable format to OMIG (the cost of converting to the appropriate format will be the responsibility of the Offeror);
 - 6) Collaborate with OMIG to reconcile receipts and payments from the lockbox or received by the contractor through other OMIG approved processes to ensure OMIG is up-to-date in transitioning repayments.
 - 7) Any additional payments received by the contractor past the transition period must still be sent to the lockbox

- 8) Access to the lockbox
- b. Any transactions fully received and processed by the State within the 90 days transition period will be paid according to the agreed upon contingency fee. Transactions received after the 90 days may not be paid.
 - 1) Maintenance and transition of telephone services, including current toll-free numbers;
 - 2) Designation of a knowledgeable person who will be available daily to assist OMIG during the transition process and for one month following the transition date; and
 - 3) Proposed timeline for the transfer process.
- c. OMIG must approve the Exit Transition Plan before it can be implemented.
- d. OMIG and the successor Contractor will define all data files related to the contract for transfer during this transition period and deadlines for submission. OMIG will have the final authority for determining the information required.
- e. The current Contractor must work closely and cooperatively with OMIG and the successor Contractor to transfer appropriate non-proprietary software, records, and other items deemed necessary by OMIG, and to ensure uninterrupted services during the transition period.
- f. At its sole discretion, OMIG may elect to hold the final contract payment until all elements of the Exit Transition Plan are completed to OMIG's satisfaction.

CONFIDENTIAL INFORMATION

OMIG Confidential Information includes but is not limited to: (i) the meaning ascribed to “*Nonpublic Personal Information*” in Title V of the Gramm-Leach-Bliley Act of 1999 (“*GLBA*”) or any successor Federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time, as it relates to OMIG’s consumers; (ii) “*Protected Health Information (PHI)*” as such term is defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), or any successor Federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time; and (iii) any personally identifiable or other information protected under any other applicable State or Federal statute, rule or regulation. All material made available to the Contractor or its staff will remain the property of OMIG. In addition, the Contractor, subcontractor, and staff must maintain the confidentiality of all material, including the identity of any parties and content of any material to which they are exposed or have access. All improvements to applications and processes developed at OMIG’s expense and within the scope of the services provided to OMIG must be the sole and exclusive property of OMIG. The Contractor will not divulge, disclose, or furnish to any other party the information or processes utilized at OMIG, disclosed to the Contractor, or developed by the Contractor or another during the project unless such information is in the public domain. Any request for information from third parties must be reported to OMIG in writing within twenty-four (24) hours. News releases pertaining to this Agreement will not be made without prior State approval and then only in conjunction with OMIG.

CONFIDENTIALITY CLAUSES

All proposals, documents and materials submitted with a proposal must become the property of OMIG.

OMIG will notify all Offerors that the contract has been awarded to the winning vendor. Prior to issuing notification of contract award, OMIG will not disclose the content of any proposals, correspondence, working papers, or any other medium submitted to OMIG in response to this solicitation (excepting the dissemination of Offerors' questions to all Offerors as described in this solicitation).

After OMIG issues notification of the contract award, all proposals, and contracts in OMIG's possession are considered agency records pursuant to the NYS Freedom of Information Law (FOIL) (see Public Officers Law, Article 6).

Agency records are generally available to the public upon request; however, pursuant to Public Officers Law Section 87(2)(d), OMIG may "...deny access to records or portions thereof that: are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise;". For the Offeror to claim the exemption from disclosure provided by this provision of law, the Offeror must mark as "CONFIDENTIAL" any proprietary information contained in their proposal(s) that they wish to protect from further disclosure or dissemination.

BY THE ACT OF SUBMITTING A PROPOSAL IN RESPONSE TO THIS SOLICITATION, OFFERORS ACKNOWLEDGE THAT (1) THE SUBMISSION OF THE OFFEROR'S PROPOSAL MUST BE THE OFFEROR'S SOLE OPPORTUNITY TO CLAIM SUCH EXEMPTION FROM DISCLOSURE OR DISSEMINATION OF INFORMATION CONTAINED IN ITS PROPOSAL, AND (2) FAILURE TO MARK SUCH INFORMATION AS "CONFIDENTIAL" WILL CONSTITUTE A WAIVER OF CONFIDENTIALITY AND WILL RELEASE OMIG AND THE STATE FROM ANY LIABILITY FOR DISCLOSURE OR DISSEMINATION THEREOF.

OMIG is charged with making the final determination concerning any exemption from disclosure claimed by the Offeror. Simply stating a claim for exemption from disclosure or dissemination must not be binding upon OMIG or the State. In addition to so marking the information, the Offeror must provide OMIG with a detailed written justification for classifying the information as "CONFIDENTIAL." A conclusory declaration that disclosure would be injurious will not suffice. Offerors must assert, in a written justification for exemption, that disclosure of claimed proprietary information or any portion thereof would be injurious and must provide sufficient detail to support their claim for exemption from disclosure or dissemination under FOIL.

The parties acknowledge that OMIG may be required to release any such information if ordered by a court of competent jurisdiction. In such event, the Offeror will be notified of the commencement of legal action to compel disclosure, and the Offeror must either participate in the defense of such action or waive its claim of confidentiality. Failure to participate in the defense of such action must be deemed a waiver of any claim of confidentiality.

REQUEST FOR DEBRIEFING

Notice of contract award will be provided to all Offerors who submit a proposal in response to this solicitation. Such notice will be provided to Offerors by email and by regular mail.

In accordance with State Finance Law Section 163(9)(c), OMIG will, upon request, provide a debriefing to any Offeror that submitted a proposal in response to this solicitation and was not selected for an award of contract.

Debriefings are not provided as a forum for unsuccessful Offerors to elicit evidence of wrongdoing by OMIG. Debriefings are provided to assist the unsuccessful Offeror in becoming a more viable competitor for the provision of goods and services to the State of New York. To fulfill that objective, the scope of debriefings will be limited to the following:

3. the strengths and weaknesses of the Offeror's proposal; and
4. Identification of any areas in the proposal which OMIG found to be deficient.

OMIG will not discuss information concerning competitors' proposals. Such information may be obtained by submitting a FOIL request.

If any entity provides an unsatisfactory reference for the Offeror, OMIG will disclose the nature of the unsatisfactory reference but will not identify the entity.

Offerors must submit a written request for a debriefing to OMIG's BFM within ten (10) days from notice of contract award. The debriefing must be scheduled within 30 business days of receipt of written request by OMIG or as soon as practicable under the circumstances.

PROTEST OF CONTRACT AWARD

After OMIG has awarded the contract to a successful Offeror, an interested party, meaning a participant in the procurement process, and those whose participation in the procurement process has been ended by the actions of OMIG, may file an initial protest of contract award with the New York State Office of State Comptroller (OSC) in conformance with OSC's "Contract Award Protest Procedure for Contract Awards Subject to The Comptroller's Approval." A copy of such procedure may be obtained directly from OSC's website at:

<https://web.osc.state.ny.us/agencies/guide/MyWebHelp/Content/XI/17.htm>

Such protest must be made in writing, within ten (10) days from notice of the contract award; and an initial protest may be made where the facts that give rise to the protest are not known to, and could not have been reasonably known to, an interested party.

If the interested party is not provided with notice of the contract award, the interested party may file a protest with OSC at any time after the contract award and prior to OSC's approval of the Contract.

The protest to the OSC Bureau of Contracts must contain specific factual and/or legal allegations setting forth the basis upon which the protesting party challenges the contract award by OMIG. The protest must be filed with OSC at the following address:

Bureau Director
Bureau of Contracts
New York State Office of the State Comptroller
110 State Street, 11th Floor
Albany, NY 12236
bidprotests@osc.state.ny.us

The protesting party must simultaneously deliver a copy of the protest to OMIG and the successful Offeror if the protesting party does know the identity of the successful Offeror and must attach to its protest an affirmation in writing as to such delivery. If the protesting party does not know the identity of the successful Offeror, the protesting party must state so in its affirmation and the OSC Bureau of Contracts must provide the successful Offeror with a copy of the protest. Any filing deadlines may be waived by the OSC Bureau of Contracts in its sole discretion.

TERM OF CONTRACT

The contract resulting from this RFP will be effective January 8, 2024, or upon approval of OSC, whichever is later, and will run for three (3) years with two optional 1-year renewals. The contract may be terminated by OMIG in accordance with Appendix B, attached hereto, without incurring any liability for breach of contract, or liability for payment of any charges beyond payment for conforming goods and/or services accepted by OMIG up to and including the date of termination. Contractor must use due diligence and must provide any outstanding deliverables up to the date in which such termination must be effective.

MINORITY AND WOMEN-OWNED BUSINESSES (MWBE) & EEO

Contract Goals

For purposes of this procurement, OMIG has received an exemption (**based upon the lack of MWBE providers of this specialized service**) thus hereby establishes an overall goal of **0%** for Minority and Women-Owned Business Enterprises (MWBE) participation, **0%** for Minority-Owned Business Enterprises (MBE) participation and **0%** for Women-Owned Business Enterprises (WBE) participation. OMIG values the MWBE program and although it has not identified a NYS MWBE prime vendor capable of performing these services, MWBEs who believe they meet the eligibility requirements of this RFP are encouraged to submit a proposal as a prime or reach out to existing primes to offer their services as a subcontractor.

CONTRACTOR'S FORFEIT OF RIGHTS

If the contract is terminated for breach, the Contractor forfeits the right to collect all contingency fees for claims that remain unrecovered.

INSURANCE REQUIREMENTS

Prior to the commencement of the contract, the Offeror must file with OMIG certificates of Insurance, as evidence of compliance with all requirements contained in the contract. Such certificates must be of a form and substance acceptable to OMIG.

Acceptance and/or approval of the Certificates by OMIG do not and must not be construed as relief of the Offeror's obligations, responsibilities, or liabilities under the contract.

All required insurances must be:

- (1) Obtained at the sole cost and expense of the Offeror;
- (2) Maintained with an insurance carrier licensed to do business in the State of New York; Payment of all deductibles and self-insured retentions subject to the policies must be approved by OMIG and are the sole responsibility of the Offeror;
- (3) Insured with a carrier that is rated at least and "A" Class VII in the most recently published Best Insurance Report; and
- (4) Must include OMIG as additional insured.

The Offeror must cause all insurance to be in full force and effect as of the commencement date of this contract and to remain in full force and effect throughout the term of this contract and as further required by this contract.

The Offeror must provide:

1. Commercial General Liability Insurance:
 - a. Must have a limit of not less than \$5,000,000 for each occurrence;
 - b. Must be written on the ISO Occurrence form CG 00 01, or a substitute form providing equivalent coverage;
 - c. If such insurance contains an aggregate limit, it must apply separately per assignment per investigator (project) basis; and
 - d. Coverage for the use of reasonable force to protect persons and property must be included.
2. Employee dishonesty coverage:
 - a. Must have a coverage limit of not less than \$1,000,000;
 - b. Must include money, securities, or property other than money and securities, including property in your care, custody, or control;
 - c. Must include all employees including contract and temporary, whether identified or not, acting alone or in collusion with others; and

- d. A joint loss payable endorsement must be attached naming OMIG as loss payee due to any loss arising out of this contract.
3. Commercial Business Automobile Liability Insurance:
 - a. Must have coverage limit not less than \$1,000,000 per accident; and
 - b. Must cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.
 4. Errors and Omissions Liability Insurance:
 - a. Must have a limit of not less than \$5,000,000 per loss;
 - b. Must apply to professional errors, acts, or omissions arising out of the scope of services covered by this contract;
 - c. if the coverage is written on a claims-made policy, any applicable retroactive date precedes the effective date of this contract; and
 - d. Continuous coverage will be maintained or an extended discovery period exercised, for a period of not less than two years from the time work under this contract is completed.

The Offeror must require that any subcontractors that are hired to provide service(s) for this contract must carry insurance with the same limits and provisions provided. This additional insurance requirement does not replace or apply those required for Workers Compensation or Disability Benefits Coverage.

1. Workers' Compensation, for which one of the following is incorporated into this contract as Appendix E-1:
 - CE-200, Affidavit For New York Entities and Any Out-of-State Entities with No Employees, that NYS Workers' Compensation and/or Disability Benefits Insurance Coverage is NOT Required; OR
 - C-105.2 – Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the U-26.3; OR
 - SI-12 – Certificate of Workers' Compensation Self-Insurance, OR GSI-105.2 – Certificate of Participation in Workers' Compensation Group Self-Insurance.
2. Disability Benefits coverage, for which one of the following is incorporated into this contract as Appendix E-2:
 - CE-200, Affidavit for New York Entities and Any Out-Of-State Entities with No Employees, that NYS Workers' Compensation and/or Disability Benefits Insurance Coverage is NOT Required; OR
 - DB-120.1 – Certificate of Disability Benefits Insurance; OR
 - DB-155 – Certificate of Disability Benefits Self-Insurance.

VENDOR RESPONSIBILITY

NYS Finance Law Article XI requires that contracts be awarded to responsible Offerors. Agencies must conduct an affirmative review of the responsibility of any Offeror to whom they propose to make a contract award and determine that such Offeror is responsible. Offerors are invited to file the required Vendor Responsibility Questionnaire online, via the NYS VendRep System. Offerors may elect to submit with their proposal a completed, written questionnaire, in lieu of using this electronic format.

To enroll in and use the NYS VendRep System, Offerors should refer to the VendRep System Instructions available at www.osc.state.ny.us/vendrep. For assistance using the VendRep System, Offerors may contact the OSC Help Desk at 866-370-4672 or 518-408-4672, or by email at helpdesk@osc.state.ny.us. Offerors electing to file a hard-copy questionnaire can obtain the questionnaire form at the VendRep website, or they may contact OMIG or OSC to obtain a copy. Offerors must also complete and submit the Vendor Responsibility Attestation.

OMIG reserves the right to verify all information provided by the Offeror to whom an award of contract is made. OMIG reserves the right to disqualify an Offeror as “not responsible,” if the Offeror has intentionally provided false or incomplete information or has intentionally failed to disclose pertinent information. OMIG reserves the right to make continuing responsibility determinations at any time during the term of the contract.

The Offeror must always during the contract term remain responsible. The Offeror agrees, if requested by the Medicaid Inspector General (MIG) or his or her designee, to present evidence of its continuing legal authority to do business in NYS, integrity, experience, ability, prior performance, and organizational and financial capacity.

Suspension of Work (for Non-Responsibility): The MIG or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this contract, at any time, when he or she discovers information that calls into question the responsibility of the Offeror. In the event of such suspension, the Offeror will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Offeror must comply with the terms of the suspension order. Contract activity may resume at such time as the MIG or his or her designee issues a written notice authorizing the resumption of performance under the contract.

Termination (for Non-Responsibility): Upon written notice to the Offeror, and a reasonable opportunity to be heard with appropriate OMIG officials or staff, the contract may be terminated by the MIG or his or her designee at the Offeror’s expense where the Offeror is determined by the MIG or his or her designee to be non-responsible. In such event, the MIG 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.

PIGGYBACKING

STF Section 163(10)(e) (<https://ogs.ny.gov/procurement/piggybacking-using-other-existing-contracts-0>) allows the Commissioner of the NYS Office of General Services to consent to the use of this contract by other NYS Agencies, and other authorized purchasers, subject to conditions and the Offeror's consent.

PROPOSAL OWNERSHIP

All proposals and accompanying documentation become the property of the State of New York and will not be returned. OMIG reserves the right to use any portions of the Offeror's proposal not specifically noted as proprietary. This includes, but is not limited to, the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and authorize others to do so. This includes all products and documentation.

LEGAL ENTITLEMENT TO WORK

Employers are required by Federal law to verify that all employees are legally entitled to work in the United States. Accordingly, OMIG reserves the right to request legally mandated employer-held documentation attesting to the same for each consultant assigned work under any project awarded because of this solicitation. In accordance with such laws, OMIG does not discriminate against individuals based on national origin or citizenship.

NOTICES

All notices permitted or required hereunder must be in writing and must be transmitted either: certified or registered United State mail, return receipt requested; personal delivery; expedited delivery services; or by email. Such notices must be addressed to the Designated Contacts listed or to such different addresses as the parties may from time-to-time designate.

Any such notice must be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein.

OMIG and Contractor (the parties) may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

SUBCONTRACTING

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.

Include the following information about each proposed subcontractor:

- (5) Legal Name, Address, Federal Employer Identification Number (FEIN);
- (6) Contact Person Name, Title, Telephone Number, Fax Number, Email Address;
- (7) Services to be provided;
- (8) Subcontract Agreement Term;
- (9) A sample subcontract must be included in an appropriately tabbed "Appendices" section of the proposal; and
- (10) A Letter of Intent, (A written statement expressing the intention of the undersigned to enter into a formal agreement, especially a business arrangement or transaction), from each subcontractor indicating intent to perform the services to be provided throughout the entire contract period.

All subcontracts must contain provisions specifying:

- (1) That the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, and
- (2) That the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the AGREEMENT between the STATE and the CONTRACTOR.

OMIG'S RIGHTS RESERVED

OMIG may:

- (1) Withdraw the solicitation at any time, at the agency's sole discretion.
- (2) Reject any or all proposals received in response to this solicitation.
- (3) Choose to make no award.
- (4) Award to several Offerors.
- (5) Adjust or correct any arithmetical error in the proposal and so notify the Offeror.
- (6) Waive or modify minor irregularities in proposals received after prior notification to the Offeror.
- (7) Eliminate any mandatory, non-material specification that cannot be complied with by all the prospective Offerors.
- (8) Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an Offeror's proposal and/or to determine an Offeror's compliance with the requirements of the solicitation.
- (9) Change any scheduled dates.
- (10) Amend and modify the solicitation specifications after the release and so notify all vendors.
- (11) Consider modifications to proposals at any time before the award is made, if such action is in the best interest of OMIG.

- (12) Adopt as OMIG property all information obtained through the submitted proposal, site visits, management interviews and the State's investigation of an Offeror's qualifications, experience, ability or financial standing, and any material or information submitted by the Offeror in response to the agency's request for clarifying information during evaluation and/or selection under the solicitation.
- (13) Find Offeror in breach if Offeror no longer meets staffing requirements set forth in this solicitation.
- (14) Negotiate with Offerors, within the scope of solicitation requirements, to serve the best interests of OMIG.
- (15) Begin contract negotiations with another Offeror to serve the best interest of OMIG if OMIG is unsuccessful in negotiating a contract with the selected Offeror.
- (16) Review the Offeror's records used in determining its proposal.
- (17) Require the Offeror to demonstrate, to the satisfaction of OMIG, any feature(s) presented as a part of its proposal.
- (18) Make inquiries, at OMIG's discretion and by means which it may choose, into the Offeror's background or statements made in the proposal to determine the truth and accuracy of all statements made therein.
- (19) After an unsuccessful attempt to speak with the contact person noted on the reference form, survey another person knowledgeable and familiar with the Offeror from the submitted reference due to time constraints.
- (20) Invalidate an Offeror's scores at any time during the evaluation process if the Offeror's proposal is deemed non-responsive or is disqualified.
- (21) Evaluate, accept and/or reject any and all proposals, in whole or in part, and waive technicalities, irregularities, and omissions if, in OMIG's considered judgment, the best interests of OMIG will be served. Separable portions of proposals may also be accepted or rejected. In the event compliant proposals are not received, OMIG reserves the right to consider late or non-conforming proposals offered.
- (22) In any case where a question of non-performance of a contract arises, payment may be withheld, in whole or in part, at the discretion of OMIG. Should the amount withheld be finally paid, a cash discount originally offered may be taken by OMIG as if no delay in payment had occurred.
- (23) If OMIG must terminate the contract for non-performance or if the Offeror is unable to maintain the support required, OMIG reserves the right, with the approval of the OSC, to award a contract to the next highest Offeror of the original proposal submission within the first twelve (12) months of the award.
- (24) Submission of an invoice and payment, or electronic transmission, thereof by OMIG must not preclude OMIG from reimbursement or demanding a price adjustment in any case where the service delivered is found to deviate from the terms and conditions of the proposal and award documents. Any delivery made which does not meet such terms and conditions may be rejected or accepted on an adjusted price basis as may be determined by OMIG.

- (25) OMIG reserves the right to adjust the terms of the contract. If, during the term of the contract, OMIG becomes capable of performing the services autonomously, either in whole or in part, the vendor will work with OMIG to transition portions of the outstanding recovery work at OMIG's discretion, and the contract may be adjusted proportionally.

OFFEROR CERTIFICATION REQUIREMENTS

Any Offeror submitting a proposal in response to this RFP must certify in writing acceptance of the following contract conditions that relate to consideration of the proposal:

- (1) OMIG reserves the sole right of judgment and acceptance of an Offeror's written proposal and/or interview.
- (2) The Offeror's proposal must remain in effect for 90 days from the proposal due date. However, a non-successful Offeror may withdraw its proposal upon notice any time after the selection of the successful Offeror, upon written notice to OMIG. Offerors whose proposals have been rejected by OMIG must be notified of such rejection.
- (3) The Offeror certifies that, if selected, all services described under Section II, Scope of Work can and will be provided.
- (4) The Offeror warrants that, if selected, it will not delegate or subcontract its responsibilities under the contract without prior written approval from OMIG.
- (5) Written subcontracting agreements must be submitted for review and approval by OMIG before any subcontracting arrangement may take place.
- (6) The Offeror warrants that all information provided in connection with this proposal is true and accurate.
- (7) The Offeror agrees not to make any claims for or have any right to damages because of any misinterpretation or misunderstanding of the specifications or because of any lack of information.
- (8) NYS law requires that a proposal must not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Offeror or with any competitor.
- (9) The successful Offeror agrees that no NYS or local sales tax, transportation tax or Federal Excise tax will be charged on any part of this project, since OMIG is an agency of the State of New York and tax exempt by statute.
- (10) The successful Offeror will save and hold harmless OMIG and its personnel from all claims, suits, litigation and legal liability from any acts or omissions committed by the Offeror during the contract term. OMIG reserves the right to retain counsel of OMIG's choice, at the expense of the Offeror, to advise and represent OMIG in connection with any such suits or actions including, without limitation, the initiation or defense of any litigation or other legal action.

INFORMATION SECURITY BREACH AND NOTIFICATION ACT

Section 208 of the State Technology Law (STT) and Section 899-aa of the General Business Law (GBS) require that businesses conducting business in New York must disclose any breaches of computerized data which include private information by notifying the offices of the New York Attorney General; the NYS Division of State Police; and the Department of State's Division of Consumer Protection.

Note: State entities subject to Section 208 of the State Technology Law that experience breaches of computerized data which include private information must file notices with the New York Attorney General; Department of State's Division of Consumer Protection; and the Office of Information Technology Services' Enterprise Information Security Office (EISO). Information relative to the law and the notification process is available at: <https://its.ny.gov/breach-notification>.

INDEMNIFICATION

The Contractor must fully indemnify, defend and hold harmless OMIG, and the employees, agents and officers of OMIG, from and against any and all losses, costs, liabilities, damages or deficiencies, including interest, penalties, and reasonable attorney's fees, in connection with any action, suit, proceeding or other claim of any nature whatsoever, to the extent that such losses, costs, liabilities, damages or deficiencies arise out of, are based upon, or result from a material breach of any of the express terms of an Agreement, as a result of this solicitation, by the Contractor, or which are based upon or result from acts or omissions constituting bad faith, willful misfeasance, negligence or reckless disregard of duties in connection with the performance by the Contractor or any or its agents, officers, directors or employees of any of the Contractor's duties, responsibilities or obligations under an Agreement as a result of this solicitation. The indemnification contained in this section is in addition to and not in lieu of any other rights or remedies which OMIG or the employees, agents, or officers of OMIG may have against the Contractor and must not be construed to limit in any way the duties and obligations of the Contractor contained in an Agreement resulting from this solicitation. Nothing contained herein must inure to the benefit of any insurer or other third party.

XI. STANDARD CONTRACT REQUIREMENTS

APPENDICES (AVAILABLE ELECTRONICALLY)

The following will be incorporated as appendices into any contract resulting from this RFP. This RFP will, itself, be referenced as an appendix of the contract. All Offerors are required to agree with the terms and/or complete the forms, as required, of the following appendices and attachments (All forms may be accessed on OMIG website) at:

<https://omig.ny.gov/forms-and-appendices>) or by clicking the links within the following descriptions:

1. [APPENDIX A - Standard Clauses for New York State Contracts](#)
Appendix A includes several Federal and NYS laws, rules, and regulations which impact State procurements. This document is always the controlling document.

2. [APPENDIX B – General Specifications](#)

These are specific terms and conditions applicable to procurements entered in to by OMIG.

3. [APPENDIX C – Request for Proposals](#)

This solicitation document, including all addendums or questions and answers issued by OMIG.

4. [APPENDIX D – Proposal](#)

The Offeror's proposal (if selected for award), including any required forms.

5. [APPENDIX E – Contractual Insurances](#)

This appendix contains documentation that the Contractor complies with all the insurance requirements of the Contract. In addition to the required insurances listed in the "Insurance Requirements" section of this RFP, the Contractor must supply a copy of Worker's Compensation and Disability Benefits certificates with its proposal. The following are the only forms considered acceptable proof of coverage:

Workers' Compensation, for which one of the following is incorporated into this Contract as Appendix E-1:

- [CE-200](#), Affidavit For New York Entities and Any Out-of-State Entities with No Employees, that NYS Workers' Compensation and/or Disability Benefits Insurance Coverage is NOT Required; OR
- [C-105.2](#) – Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the U-26.3; OR
- [SI-12](#) – Certificate of Workers' Compensation Self-Insurance, OR [GSI-105.2](#) – Certificate of Participation in Workers' Compensation Group Self-Insurance.

Disability Benefits coverage, for which one of the following is incorporated into this contract as Appendix E-2:

- [CE-200](#), Affidavit for New York Entities and Any Out-Of-State Entities with No Employees, that NYS Workers' Compensation and/or Disability Benefits Insurance Coverage is NOT Required; OR
- [DB-120.1](#) – Certificate of Disability Benefits Insurance; OR
- [DB-155](#) – Certificate of Disability Benefits Self-Insurance.

6. [APPENDIX F - Procurement Lobbying Legislation](#)

Chapter 1 of the Laws of 2005, as amended by Chapter 596 of the Laws of 2005 (collectively referred to as the "Lobbying Law"), makes major changes to the Legislative Law and State Finance Law (STF) relative to lobbying on government procurements. More specifically, the Lobbying Law creates two new sections in the STF: Section 139-j addresses the restrictions on "contacts" during the procurement process; and Section 139-k addresses the disclosure of contacts and the responsibility of Offerors during the procurement process. The Lobbying Law applies to all procurements initiated on or after January 1, 2006, and with an annual expenditure greater than \$15,000 for a commodity,

service, technology, public work, or construction; purchase, sale, or lease of real property; or revenue contract. In conformity with the Lobbying Law – during the procurement’s restricted period [the period of time commencing with the earliest written notice, advertisement, or solicitation of an Invitation for Bid (IFB), Request for Proposal (RFP), or any other method for soliciting responses from Offerors intending to result in a procurement contract by OMIG]; and ending with the final contract award and approval by OMIG and OSC (if required) – the only OMIG employee(s) that the Offeror may contact is/are OMIG’s designated contact person(s) for that procurement. In this regard, “contact” means any oral, written, or electronic communication under circumstances where a reasonable person would infer that the communication was intended to influence the procurement. An Offeror must not, under any circumstances, attempt to influence an OMIG procurement in a way that violates or attempts to violate: Public Officers Law Section 73(5), relating to gifts intended to influence; or Public Officers Law Section 74, relating to the code of ethics for employees of State agencies.

New York STF Section 139-k(4) obligates OMIG to make a written record of any contacts made during a procurement’s restricted period, and the written record(s) of contact become part of the applicable procurement record. OMIG employees who are designated as contacts must advise Offerors or those designated, employed, or retained by the Offeror, of OMIG’s intent to record the contact. Information that will be recorded includes the person’s name, address, telephone number, place of principle employment, and occupation; a summary of the form and topic of each communication will be included. Designated contacts will also inquire and record whether the person or organization that made the contact was the Offeror or was retained, employed, or designated on behalf of the Offeror to appear before or contact OMIG. It should be noted, however, that communications received from members of the State Legislature, or their staff, when acting in their official capacity, are not considered to be a contact, and must not be recorded. A separate form must be completed for each permissible and impermissible contact received, including each of multiple contacts by a single person or Offeror.

A Bidder or Offeror that submits a bid, proposal, or other response to an OMIG RFP, IFB, or other solicitation method must: (a) affirm that it understands and agrees to comply with these guidelines regarding permissible contacts during a procurement and the prohibition of inappropriate lobbying influence; (b) certify that all information provided to OMIG with respect to the STF Section 139-k is complete, true, and accurate; and (c) disclose whether any governmental entity has, within the prior four years, found the Bidder/Offeror non-responsible due to a violation of the STF Section 139-j, or the intentional provision of false or incomplete information. To satisfy the requirement regarding Bidder/Offeror’s disclosure, the governmental entity must specifically request information regarding prior findings of non-responsibility for violations of STF Sections 139-j or 139-k. A general request for prior findings of non-responsibility is not sufficient. Further, all OMIG procurement contracts will contain a provision authorizing OMIG to terminate the contract in the event such certification is found to be intentionally false or incomplete. General contract termination provisions, such as the authority to terminate for convenience, will not satisfy this requirement. The contract provision must specifically authorize termination if the certification is subsequently found to be intentionally false or intentionally incomplete.

The completion of OMIG “Procurement Lobbying Act – Offeror Affirmation and Certification Form” provides the Offeror’s affirmation of understanding and agreement to comply with OMIG’s guidelines on permissible contacts during a procurement, and the prohibition of inappropriate lobbying influence; certification that all information provided is complete, true, and accurate; disclosure of prior non-responsibility determinations; and acknowledgement of the understanding of the contract termination provision subsequent to OMIG’s finding that the information provided was intentionally false or intentionally incomplete.

7. [APPENDIX G – Affidavit of Non-Collusion](#)

In accordance with Section 139-d of the State Finance Law, if this contract is awarded based upon the submission of bids, the Bidder/Offeror affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Bidder/Offeror further affirms that, at the time the Bidder/Offeror submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on the Bidder’s/Offeror’s behalf.

8. [APPENDIX H - Health Insurance Portability and Accountability Act \(HIPAA\)](#)

This agreement contains information about the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). DOH has summarized the criteria for compliance as a Business Associate, and OMIG attaches Appendix H – “Federal Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement Governing Privacy and Security” to each applicable procurement. Offerors should understand the criteria for remaining in compliance with HIPAA regulations and should read and retain a copy for their files.

9. [APPENDIX I - Confidentiality Agreement](#)

Each Offeror must certify that, if awarded the contract, its employees and/or subcontractors are restricted from divulging any knowledge or information, data, documents, and/or other matter of a confidential nature obtained during their assignment. This agreement applies to any form of disclosure: Verbal, Electronic or Paper.

10. [APPENDIX J - Certification of Compliance with State Finance Law § 139-k\(5\)](#)

Section 5-a of the Tax Law, as amended effective April 26, 2006, requires certain Contractors awarded certain State contracts valued at more than \$100,000 to certify to the Department of Taxation and Finance (Tax) that they, and to the best of their knowledge, their affiliates and subcontractors, are registered to collect NYS and local sales and compensating use taxes, if they made sales delivered by any means to locations within NYS of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the immediately preceding four consecutive sales tax quarters. The Contractor must also certify to the procuring agency, under penalty of perjury, in writing (via ST-220-CA) that the requisite certification (ST-220-TD) has been made to Tax, or that the certification is not required to be filed, and that the certification is correct and complete. Where the Contractor is obligated to make certification to the procuring agency, in accordance with the Tax Law Section 5-a, procuring agencies must include a copy of ST-220-CA in all contract packages submitted to OSC for approval. The certification to the procuring agency must be included in the procurement record. Tax

Law Section 5-a applies to all contracts exceeding \$100,000 for the purchase by a covered agency of commodities or services, awarded pursuant to Article XI of the State Finance Law. The Law does not apply to grants, intergovernmental agreements, or purchases of commodities or services from a preferred source.

Information on Tax Law Section 5-a is available at:

<http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf>.

Fill-in versions of the required contract forms are available online from the NYS Department of Tax and Finance (Tax) website:

- a) Contractor Certification (ST-220-TD)
http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf
- b) Contractor Certification to Covered Agency (ST-220-CA)
http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf

11. [APPENDIX K - Affidavit of Sexual Harassment Prevention Certification](#)

State Finance Law Section 139-l requires Bidders/Offerors on state procurements to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment training (that meets the Department of Labor's model policy and training standards) to all its employees.

Proposals that do not contain the certification will not be considered for award; provided however, that if the Bidder/Offeror cannot make the certification, the Bidder/Offeror may provide a signed statement with its proposal detailing the reasons why the certification cannot be made.

12. [APPENDIX L – Information Security & Privacy Provisions](#)

This appendix encompasses a suite of clauses that pertain to OMIG's boilerplate Information Security and Privacy Provisions.

13. [APPENDIX X – Modification Agreement Form](#)

This appendix is to accompany any modifications to the above referenced appendices. This includes modification to change the term or consideration on an existing period or for renewal periods.

ATTACHMENTS

1. [Attachment 1 - Offeror's Checklist](#)

A summary of all mandatory and desirable components that must be submitted with the proposal.

2. [Attachment 2 - References](#)

Each Offeror can provide up to three (3) programmatic references. The contact person must be an individual familiar with the organization and its day-to-day performance.

Offerors are strongly encouraged to call or write their references to ensure the accuracy of their contact information and their willingness and capability to be references. If the Offeror's submission proposes the use of subcontractor(s) for service provision, the Offeror's proposal must also include three (3) programmatic references for each proposed subcontractor.

3. Attachment 3 - Subcontractor Forms; if applicable

4. Attachment 4 - Conflict of Interest

Each Offeror must include a statement in its proposal describing all actual or potential relationships which may be considered a "conflict of interest." The "conflict of interest" will be taken under consideration by OMIG Proposal Evaluation Committee. The Committee's determination of a disqualifying "conflict of interest" is final. The statement will be included in the contract as Attachment 2 to the RFP.

5. Attachment 5 – Statement of Competing Commitments

Each Offeror must provide a Statement of Competing Commitments, a list of any contractual obligations it has entered which requires effort on its part during the period that the Offeror will be working on the contract resulting from this RFP. The statement will be included in the contract as Attachment 3 to the RFP.

COST PROPOSAL FORM

**New York State Office of the Medicaid Inspector General Cost Proposal Form
For New York State's Medicaid Casualty and Estate Recovery Services**

To Whom It May Concern:

The Offeror indicated below agrees to perform all New York State's Medicaid Casualty and Estate Recovery Services, as specified herein, for the following bid price:

_____ % **Contingency Fee Percentage**

Name and title of person authorized to submit Cost Proposal

Signature

/ /

Date

FEDERAL ID NUMBER

COMPANY/OFFEROR

()

***NOTE* This Cost Proposal Form must be submitted as a separate electronic attachment, and included as part of the financial proposal, marked as "RFP# OMIG 23-01 Financial Proposal".**

ATTACHMENT 1 - OFFEROR'S CHECKLIST

(To be completed and included with Proposal)

M = Mandatory (pass/fail), **D** = Desirable (gradable)

1.	Scope of Work	M, D	Response on Proposal Page(s) #
A1	Develop a system and processes for rigorous case identification and management.	M	
A2	Present a thorough understanding of established recovery process for monitoring the lockbox and ACH mechanisms OMIG utilizes to serve as a repository for Medicaid recoveries.	M	
A3	Develop a process for receiving Casualty and Estate recoveries, documenting recoveries against the appropriate cases in the Offeror's case management system, and invoicing for the recoveries.	M	
B	Present a thorough description of the type and quantity of quality assurance reviews of activities that will be implemented to ensure appropriate, accurate and timely case creation, lien or claim valuation, recovery, and case closure.	D	
C	<p>Provide a thorough description of the proposed customer service plan. The following is a listing of some of the criteria that will be considered by OMIG's expert reviewers during their review of responses to this component:</p> <p>Number and quality of customer service staff dedicated to both the public and LDSS. Shows innovation in proposed processes for providing information timely and accurately to inquiries.</p>	D	

D1	<p>Present a thorough description of the sources, leads, and innovative techniques that will be used to proactively identify possible Casualty and Estate reviews for potential recovery.</p> <p>The following is a listing of some of the criteria that will be considered by OMIG’s expert reviewers during their review of responses to this component:</p> <p>Demonstrates understanding of Medicaid claim billing;</p> <p>Demonstrates an understanding of both Casualty and Estate litigation processes and the various stakeholders potentially involved;</p> <p>The quantity and quality of lead and referral sources presented;</p> <p>Shows innovation in proposed processes.</p>	D	
D2	<p>Present a thorough description of the processes and innovative techniques that will be used to obtain and document all necessary information on identified Casualty and Estate cases. OMIG’s reviewers will be considering the quantity, quality, and proposed timeframes during their review of this component.</p>	D	
D3	<p>Provide a thorough description of proposed processes and innovative techniques that will be used to identify, value and document claims related to an unrelated to Casualty and Estate cases, and to file, update and lift liens and claims in the various counties as appropriate.</p>	D	
D4	<p>Provide a description of processes and protections that will ensure the proper release of HIPAA protected information.</p>	M	
E5	<p>Present a thorough description of the proposed processes for review and determination or recommendation relevant to cases where negotiation or compromise is requested. OMIG reviewers will consider the Offeror’s understanding of laws, regulations, and policies in place for Casualty and Estate recovery as well as an understanding of the various stakeholders involved.</p>	D	
E6	<p>Present a thorough description of any additional areas of recovery the Offeror proposes be considered under this contract.</p>	D	

F	Present a description of all required reporting, including data points within the system that are available for ad hoc report extraction, as well a detailed proposal for any additional reporting recommended.	D	
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M = Mandatory (pass/fail), **D** = Desirable (gradable)

2.	Case Management System	M, D	Response on Proposal Page(s) #
A1	It is mandatory that the Offeror's case management system be able to accommodate in capacity and functionality the volume of historical, current, and future leads and subsequent cases as described.	M	
A2	Present a thorough description of processes, including stages and/or other process points, which illustrate the workflow of the system and ensure timely and accurate lead identification, recipient eligibility and demographic identification, claim or lien valuation and filing, communication with stakeholders, documentation, and document generation.	D	
A3	Present a thorough and detailed proposal for workflow and process improvements.	D	

M = Mandatory (pass/fail), **D** = Desirable (gradable)

3.	Office and Staffing Requirements	M, D	Response on Proposal Page(s) #
A.	It is mandatory that all Offerors provide a current organizational chart that lists all positions, locations, and full-time equivalents (FTEs) assigned solely to New York State.	M	
B1.	It is mandatory that all Offerors provide résumés for all Key Personnel.	M	
B2.	Résumés will be scored based upon number of years of Program Integrity/Compliance experience and level of education.	D	

M = Mandatory (pass/fail), **D** = Desirable (gradable)

4.	Contractor Experience	M, D	Response on Proposal Page(s) #
A.	OMIG reviewers will consider the reference's responses relative to the scope or function of the work performed by the Offeror.	D	

M = Mandatory (pass/fail), **D** = Desirable (gradable)

5.	Disaster Recovery	M, D	Response on Proposal Page(s) #
A.	It is mandatory that all Offerors provide an Emergency Preparedness Plan outlining disaster recovery procedure in the event of destruction or corruption of the case management system, or disasters or emergencies which require the Offeror to restore backup information.	M	

ATTACHMENT 2 – REFERENCES FORM

Provide three (3) specific programmatic references for the Offeror. References must be persons able to comment on the Offeror's capability to perform the services specified in this RFP. The contact person must be an individual familiar with the organization and its day-to-day performance. If the Offeror has been a Contractor for the State of New York within the last three (3) years, the Offeror must include a State of New York reference. Offerors are strongly encouraged to call or write their references to ensure the accuracy of their contact information and their willingness and capability to be references. References must include the organization's name, name of a specific contact person, mailing address, telephone number, and e-mail address. OMIG will use these references in its evaluation of an Offeror's responsibility. A non-responsive or negative reference may disqualify the Offeror by establishing it as a non-responsible Offeror.

1. Company Name: _____
Company _____
Address: _____
Contract Number: _____
Contact Phone: _____
Contact Email: _____
Contact Person: _____

2. Company Name: _____
Company Address: _____
Contract Number: _____
Contact Phone: _____
Contact Email: _____
Contact Person: _____

3. Company Name: _____
Company Address: _____
Contract Number: _____
Contact Phone: _____
Contact Email: _____
Contact Person: _____

ATTACHMENT 3 - SUBCONTRACTOR FORMS; IF APPLICABLE

ORGANIZATION SUBCONTRACTORS

Offeror: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Signature: _____ Phone #: _____

The Offeror must indicate with an "X" whether they intend to use subcontractors:

YES _____ No _____

If "YES" is indicated, the Offeror must provide the following information.

1. Provide the following information for any organizations with which the Offeror will subcontract:

Subcontractor Legal Name: _____
Subcontractor Address: _____
Federal Employer Identification Number (FEIN): _____
Services to be provided: _____
Mechanism for Assuring Effective and Efficient Operations: _____

2. Provide the Contact Person Name, Title, Telephone Number, Fax Number, E-mail Address:

Contact Person Name: _____
Title: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____

3. Provide the Subcontract Agreement Term: _____

4. Provide a Letter of Intent (a written statement expressing the intention of the undersigned to enter into a formal agreement, especially a business arrangement or transaction from each subcontractor, indicating intent to perform the services to be provided throughout the entire contract period.)

5. List any financial interests the Offeror has in the proposed subcontractors:

If necessary, Offerors may use additional pages to complete this form.

ATTACHMENT 4 - CONFLICT OF INTEREST

ATTACHMENT 5 - STATEMENT OF COMPETING COMMITMENTS

SUMMARY OF REQUIRED DOCUMENTS

APPENDICES

OMIG requires that all the appendices with a check box, listed below, be completed, and submitted with your proposal. OMIG maintains fillable versions of all its appendices on its website at the following location: (<https://omig.ny.gov/forms-and-appendices>):

- | | | |
|-------------------------------------|------------|--|
| | APPENDIX A | (Reserved) Standard Clauses for New York State Contracts |
| | APPENDIX B | (Reserved) General Specifications |
| | APPENDIX C | (Reserved) RFP# OMIG 23-01 |
| | APPENDIX D | (Reserved) Winning Offeror's Response to RFP# OMIG 23-01 |
| <input type="checkbox"/> | APPENDIX E | Contractual Insurances |
| <input checked="" type="checkbox"/> | APPENDIX F | Procurement Lobbying Legislation |
| <input checked="" type="checkbox"/> | APPENDIX G | Affidavit of Non-Collusion |
| <input checked="" type="checkbox"/> | APPENDIX H | Health Insurance Portability and Accountability Act (HIPAA) |
| <input checked="" type="checkbox"/> | APPENDIX I | Confidentiality Agreement |
| <input checked="" type="checkbox"/> | APPENDIX J | Certification of Compliance with State Finance Law 139 k (5) |
| <input type="checkbox"/> | APPENDIX K | Affidavit of Sexual Harassment Prevention Certification |
| <input type="checkbox"/> | APPENDIX L | Information Security & Privacy Provisions |
| | APPENDIX X | Reserved |

ATTACHMENTS

- | | | |
|-------------------------------------|--------------|------------------------------------|
| <input checked="" type="checkbox"/> | Attachment 1 | Offeror's Checklist |
| <input checked="" type="checkbox"/> | Attachment 2 | References Form |
| <input type="checkbox"/> | Attachment 3 | Subcontractor Forms; if applicable |
| <input checked="" type="checkbox"/> | Attachment 4 | Conflict of Interest |
| <input checked="" type="checkbox"/> | Attachment 5 | Statement of Competing Commitments |