



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 Medicaid Third-Party Liability  
(TPL) Match and Recovery Services**

**RFP# OMIG 23-03**

**Designated Contacts** pursuant to State Finance Law Sections 139-j and 139-k:

*Edwin Lake*  
*Contract Management Specialist 2*  
*Office of the Medicaid Inspector General*  
*800 North Pearl Street*  
*Albany, New York 12204*  
[Procurements@omig.ny.gov](mailto:Procurements@omig.ny.gov)  
*(518) 408-5996*

*Alicia Wilson*  
*Senior Budgeting Analyst*  
*Office of the Medicaid Inspector General*  
*800 North Pearl Street*  
*Albany, New York 12204*  
[Procurements@omig.ny.gov](mailto:Procurements@omig.ny.gov)  
*(518) 402-1625*

**PROPOSALS MUST ONLY 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 <b>not</b> 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: <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/>				
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 ( <b>Proposals Due</b> )	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	

## - Table of Contents -

<b>I. GENERAL INFORMATION .....</b>	<b>6</b>
A. Paragraph Headings .....	6
B. Issuing Agency.....	6
C. Introduction .....	6
D. Program Description .....	7
E. Third-Party Liability Match and Recovery Program Background.....	7
F. Purpose of this RFP .....	10
G. Pertinent Statistics .....	10
<b>II. SCOPE OF WORK .....</b>	<b>10</b>
A. Overview .....	10
B. Modules .....	12
Module 1 - Pre-Payment Insurance Verification.....	12
Module 2 - Third-Party Retroactive Recovery Projects .....	15
C. Required Project Reporting.....	21
D. SEcure Web-Based Provider Portal.....	21
E. Free-Standing Recovery Claims Database.....	23
F. Collections Case Tracking System .....	24
G. Receipt and Documentation of Recovered Funds.....	25
H. Provider Education and Outreach Program .....	27
I. Risk Assessment .....	27
J. Current Medicaid Third-Party Liability Match and/or Recovery contracts.....	27
<b>III. OFFICE AND STAFFING REQUIREMENTS.....</b>	<b>27</b>
A. Offeror References .....	29
B. Organizational Capability and Experience .....	30
<b>IV. CONTRACTOR RESPONSIBILITIES.....</b>	<b>32</b>
<b>V. CONTRACTOR ACCOUNTABILITY.....</b>	<b>32</b>
A. General Accountability Process .....	32
<b>VI. PROPOSAL SUBMISSION GUIDELINES.....</b>	<b>35</b>
<b>VII. METHOD OF AWARD .....</b>	<b>39</b>
A. Proposal Evaluation .....	39
B. Proposal Clarification.....	40
C. Evaluation Process Overview .....	40
D. Proposal Review.....	41
E. Notification of Award .....	43
F. Contract Approval .....	43
<b>VIII. ADMINISTRATIVE REQUIREMENTS.....</b>	<b>43</b>
A. Inquiries .....	43
B. Optional Offeror’s Conference .....	43
C. Errors and Omissions .....	44
D. Contract Award .....	44
E. Payment.....	45
F. Invoicing.....	46
G. Contract Transition.....	47

H.	Confidential Information .....	49
I.	Confidentiality Clauses .....	49
J.	Request for Debriefing .....	51
K.	Protest of Contract Award .....	51
L.	Term of Contract .....	52
M.	Minority and Women-Owned Businesses (MWBE) & EEO .....	52
N.	Contractor's Forfeit of Rights .....	54
O.	Insurance Requirements .....	54
P.	Vendor Responsibility .....	56
Q.	Piggybacking .....	57
R.	Proposal Ownership .....	57
S.	Legal Entitlement to Work .....	57
T.	Notices .....	57
U.	Subcontracting .....	58
V.	OMIG's Rights Reserved .....	58
W.	Offeror Certification Requirements .....	60
X.	IT Security language .....	60
Y.	Information Security Breach and Notification Act .....	61
Z.	Indemnification .....	61
<b>IX.</b>	<b>STANDARD CONTRACT REQUIREMENTS .....</b>	<b>61</b>
A.	Appendices (Available Electronically) .....	61
B.	Attachments .....	66

## **I. GENERAL INFORMATION**

### **A. PARAGRAPH HEADINGS**

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

### **B. 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.

### **C. INTRODUCTION**

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 into a contract, upon full execution of the contract, accepts the responsibilities as outlined within this RFP; 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. Some of how OMIG achieves its goal of effectively carrying out its mission are:

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 New York State Medicaid program;
2. Keeping the Governor and the heads of agencies with responsibility for the administration of the New York State 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.ny.gov](http://www.omig.ny.gov).

#### **D. PROGRAM DESCRIPTION**

The Third- Party Liability Match and Recovery Services Contract (TPL) oversees the activities of the Third-Party Liability Contractor to OMIG in accordance with the Medicaid Match & Recovery Contract requirements and State and Federal laws and regulations. The TPL contract contains two modules: Prepayment Insurance Verification (PPIV) services, and Third-Party retroactive recovery projects.

#### **E. THIRD-PARTY LIABILITY MATCH AND RECOVERY PROGRAM BACKGROUND**

Medicaid is the payor of last resort, and all other health care coverage must be exhausted before Medicaid is billed. The following federal and state laws and regulations pertaining to TPL and relevant to this contract 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, Social Services Law Section 367-a, Insurance Law Section 3212 and New York Code Rules and Regulations Title 18 NYCRR Section 540.6. Under these federal and state laws and regulations, any third-party liability or insurance benefits, including health, hospital, assignable income protection, accident insurance, Medicare, etc., generally must be exhausted before Medicaid makes any payment. Exceptions are made for prenatal and preventive pediatric

care, good cause recipients or for medical care provided at a time when the source of payment may be in question, as in automobile insurance settlements. Benefits are available through a wide variety of sources including, but not limited to: employers, unions, colleges, fraternal organizations, liability carriers, court actions, private insurers, or the federal government – Medicare and TRICARE (CHAMPUS, CHAMPVA).

If it is determined that Medicaid benefits that have already been paid could have been covered by a third-party, the State may exercise its right to recover the payment through subrogation (Title 18 NYCRR §542) for up to three (3) years, after the medical service has been rendered.

Following is a brief description of the methods for identifying other payor sources as well as the use of this information in pre-payment claims processing and post payment review and recovery:

### **Identification of Third-Party Insurance**

Currently, there are three (3) primary methods for determining if an enrollee has third-party insurance coverage:

- Disclosure of insurance through NY State of Health (NYSoH) or the LDSS

Currently, most new applicants for Medicaid coverage complete an application on NYSoH's website, where third-party health insurance coverage is indicated, including policy information. Medicare eligible applicants continue to apply for Medicaid at their LDSS office. Liabilities are identified with an insurer code and are maintained on the Medicaid Management Information System (MMIS). Medicaid enrollees who became enrolled prior to the establishment of the NYSoH may continue to annually renew Medicaid coverage and update insurance coverage through their LDSS.

- Identification and verification process

The State, or its contractor, routinely process matches with the Centers for Medicare & Medicaid Services (CMS) and commercial insurance carriers to identify Third-Party insurance coverage. Weekly files with the new verified coverage are submitted and uploaded to the MMIS only after verification has been completed by the State or its TPL contractor. Responsible relatives (such as absent parents) are also matched with insurance carrier files.

- The Medicare Modernization Act (MMA) File

On a weekly basis, the Department of Health creates a file of all dual eligible beneficiaries and forwards it to the CMS. CMS matches the individuals with their files and returns Medicare eligibility data on a response file, which is referred to as the Medicare Modernization Act (MMA) file. The Medicare data is then loaded to MMIS.

The information entered in the client subsystem is used by both a Medicaid Eligibility Verification System (MEVS) and during claims processing. Providers are required to



determine recipient eligibility for Medicaid by querying the MEVS. The eligibility response the provider receives includes Medicare eligibility and other third-party liability information if present.

### **Application of Third-Party Insurance**

Currently, the State uses two (2) approaches to ensure the application of third-party coverage for Medicaid enrollees: The first approach is claims processing edits, including the Medicare crossover process, and the second is post-payment reviews/audits and recovery.

1. The MMIS applies edits that identify the existence of an enrollee's other insurance during claims processing. Medicaid claims for these enrollees are denied when available third-party insurance has not been used. These front-end edits prevent inappropriate payment from being made in cases where a third-party carrier could cover part, or all of the cost for the service provided. When Medicaid providers submit claims to Medicare for dual eligible beneficiaries, Medicare will pay the claim, apply a deductible/co-insurance or co-pay amount, and then automatically forwards the balance of the claim to Medicaid. MMIS receives these Medicare crossover claims directly from Medicare's Coordination of Benefits contractor.
2. A State contractor also conducts post-payment reviews/audits of Medicaid paid claims for the existence of third-party payments. The availability of third-party insurance for the specific services provided is verified and, where determined appropriate, Medicaid recovery activities are undertaken.

OMIG's Bureau of Third-Party and Payment Oversight is responsible for Medicaid recovery initiatives and cost avoidance when third-party resources are available and have not been utilized. The Bureau utilizes internal State management staff to oversee and manage all TPL identification and recovery activities performed by the TPL contractor. OMIG must ensure that this procurement does not delay the identification and updating of available third-party coverage as well as continue the post payment activities without loss of recoveries.

To that end, the winning Offeror will be required to have third-party matching agreements in place, with at a minimum, the insurers listed in Attachment 7 of the RFP. Additionally, the Offeror must be able to perform all required post payment recovery activities within ninety (90) calendar days of the contract start date. This will ensure that there is no interruption of updates to insurance coverage for Medicaid enrollees, therefore allowing a continuous cost avoidance and recovery process. The cost avoidance and recovery processes are crucial to minimize Medicaid expenditures.

Improvements, enhancements and/or variations to these activities are anticipated and may be necessary at the time of procurement or in the future, for the functions to remain up to date and be effective. This is a comprehensive contract that involves all aspects of other payor identification and third-party recovery efforts related to commercial insurance, TRICARE (CHAMPUS and CHAMPVA), Medicare Parts A, B, C, and D as well as any other liable third-parties.

This function requires the resources and technical skills to manipulate large data files and interface with the State's MMIS computer systems, as well as have experience and knowledge

in the third-party laws and regulations. It is necessary that the Contractor have expertise and access to the insurance industry and CMS to broker agreements, as well as conduct computer matches to accomplish the identification and verification of third-party coverage. A strong provider relations team is also necessary to engage providers with questions and provide clarification regarding work processes.

More information about the Office of the Medicaid Inspector General can be found on the website

<https://omig.ny.gov>.

## **F. PURPOSE OF THIS RFP**

In its performance of the requirements of this RFP, the Contractor must meet and fulfill all federally mandated and state required actions regarding TPL Contractors, including, but 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, State Social Services Law Section 367-a, Insurance Law Section 3212 and New York Codes Rules and Regulations Title 18 NYCRR Section 540.6. Federal laws and regulations require that states take all reasonable measures to ascertain the legal liability of third parties to pay for medical services provided to Medicaid Enrollees. To comply with these requirements, OMIG is seeking proposals from Offerors to assist and supplement OMIG's mission to identify, verify, and recover Medicaid overpayments from liable third parties for cost savings and recovery purposes. The goal is to ensure that Medicaid is the payor of last resort for health care services and supports, that liable third- parties cover their appropriate share of the costs and that the State recover on paid Medicaid claims for which TPL was not known or available at the time of Medicaid payment.

## **G. PERTINENT STATISTICS**

The following statistics provide information on TPL cost avoidance and TPL recoveries for calendar year 2021

- **TPL recoveries** = \$207,655,738
- **New insurance segments/ loaded** = 735,596
- **Insurance segments terminated**= 257,037

## **II. SCOPE OF WORK**

### **A. OVERVIEW**

The goal of this procurement is to ensure that Medicaid costs are paid by appropriate, liable third parties, as well as to recover on paid Medicaid claims for which TPL was not known or available at the time of Medicaid payment. All provider types and claim types shall be considered for review under the scope of this procurement. The Contractor will be required to operate in conformance with OMIG program requirements or as otherwise directed.

**Note:** OMIG reserves the right to limit the reviews/audits by region, claim type, provider type, time period, or for any other reason that OMIG believes is in the best interest of the New York State Medicaid Program. This notice will be in writing (paper or electronic) and will be effective immediately.

Each project module must include an objective, general requirements, scope, prohibitions, criteria, specifications, method of recovery, and reimbursement.

**Module 1** - Prepayment Insurance Verification

**Module 2** - Third-Party Retroactive Recovery Projects

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 shall they access any OMIG protected health information outside of the United States without OMIG's prior written consent. The Offeror must have the technical capability to interface with computer systems in specified formats necessary to accomplish third-party recoveries. This also requires online File Transfer Protocol (FTP) transfers of large data files in a secure environment.

The Offeror must meet all reporting requirements of all work performed as defined in the Required Project Reporting section. The Offeror must have the ability to accommodate process enhancements, improvements, and/or expansion into new work areas to accomplish OMIG's mission.

The Contractor must submit a work plan, by project module, for approval by OMIG within thirty (30) business days of approval of the Contract. The work plan must be approved, in writing, each subsequent year prior to December 1st and before any additional audit work may begin. Each year the work plan must contain an updated organizational chart, description of their education and outreach program, and a detailed description of the Contractor's performance against its goals in the prior year, and goals for the upcoming year including descriptions of each planned audit project under the TPL contract. OMIG will provide necessary revisions and establish the priority of all assigned projects expected to be completed by the Contractor. All revisions provided by OMIG must be incorporated within the work plan. Projects must be finished to completion, unless agreed upon by OMIG in writing. Contractor revisions to the work plan, overpayment project updates, problems occurring with the recovery work, and other items of importance for discussion must be approved by OMIG each subsequent year. Any Contractor revisions to the workplan must be submitted to OMIG, in writing, within one (1) week of discussing the workplan revision(s). 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.

The Offeror must present a thorough description of the activities, techniques, and methodologies that will be used to execute payment reviews and may include identification of new or novel approaches. The following is a listing of some of the criteria that may be considered by OMIG's subject matter experts (SME) during their review of responses to this component:

- Demonstrates the use of Data Mining Techniques and analytical tools in its proposed projects/ideas;
- Demonstrates a comprehensive understanding of healthcare policy
- The quantity and quality of automated and complex reviews considering multiple Provider types and services;
- Shows innovation.

A written report of progress, project status, and accomplishments will be required to be presented during monthly meetings. At OMIG's discretion, meetings will be held virtually, at OMIG's Albany office or an alternate site approved by OMIG and more frequently upon request. Core staff assigned to OMIG's TPL 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 winning Offeror will be required to establish and maintain an office within New York State. The 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 presented to OMIG's Albany office.

The selected Offeror must be able to submit claims for voiding and adjusting original paid claims in accordance with MMIS specifications, requirements, and time frames. Additionally, the winning Offeror, must be prepared to modify its system to interface with the current and/or new Medicaid payment system.

All data furnished by DOH and OMIG shall only be used for the express purpose of completing the work plan approved by OMIG. The data to be provided by DOH will include but may not be limited to, the data files listed in Attachment 6. *For cost avoidance purposes, the current frequency of data matching is at least monthly for all carriers except two, which are quarterly.*

## **B. MODULES**

The Offeror will be required to perform the project modules listed below for OMIG independently and with minimal impact on State staff and resources.

### **Module 1 - Pre-Payment Insurance Verification**

#### Requirements

The Offeror must describe in its work plan the specific functions of identifying and verifying new commercial insurance coverage and loading updated TPL information to the MMIS. Additionally, this information may be provided to any other State agency for cost avoidance purposes. By identifying third-party coverage and updating the MMIS Third-Party File prior to payments being made by Medicaid, claims are rejected until third-party resources are utilized.

OMIG's evaluation team may take into consideration any applicable, creative, viable,

innovative, or constructive solutions that the Offeror proposes to meet or exceed the mandatory requirements of this section.

On a weekly basis, liable third parties are added to the MMIS database after matching Medicaid recipient files with commercial insurance, Medicare, military, and any other available third-party files. The Offeror must have the technical ability to match with private insurance carriers, employment unions, military, and State agency databases. The Offeror must upload new insurance segments following business rules approved by OMIG.

The Offeror must have carrier matching agreements in place, at minimum, with the insurance carriers/PBMs listed in Attachment 7, within ninety (90) calendar days of the contract start date. Additional commercial insurance carriers nationwide are currently matched under agreements with the existing TPL contractor as well as TRICARE/CHAMPUS and CHAMPVA. Medicare matches are conducted utilizing the Federal Eligibility Data Base Finder File (EDB), BENDEX, SDX, Medicare Part B Buy-in files and Medicare Part C/D data to identify Medicare coverage. State Wage File and National New Hire Files are matched, and employee surveys are sent to employers of absent parents and recipients who are not currently identified on MMIS as having health insurance coverage. File matching with the major NYS carriers must occur, at minimum, on a monthly basis. However, greater, and more timely cost avoidance can be achieved through more frequent matching processes.

The Offeror must verify all insurance segments with a high rate of proficiency, performing quality control steps to ensure that the most current and accurate data is added to the file on a timely basis. The Offeror must verify the following information with carriers; however, this may be subject to change at OMIG's request:

- 1) Carrier name;
- 2) Policy holder name;
- 3) Policyholder's Social Security number;
- 4) Policyholder's relationship to member;
- 5) Policy ID;
- 6) Coverage Types;
- 7) Policy, Group, BIN, and/or PCN numbers;
- 8) Carrier billing address; and
- 9) Effective and termination dates

The Offeror must work with OMIG to develop a process for end-dating policies that have terminated since originally loaded to MMIS. When the Offeror receives updated Third-Party coverage information from a carrier or verifies with a carrier that a segment is terminated, it must update the termination date of a record that is already on MMIS. The Offeror shall terminate insurance segments following business rules approved by OMIG. End dating is also performed through weekly batch uploads to MMIS. Quarterly billing adjustments will be made for inaccurately loaded or terminated insurance segments.

These processes provide verified Third-Party carrier-specific eligibility information to the front-end of the State payment system for categories of service including major medical, dental, prescription drug, and optical claims.

At a minimum, the Offeror must possess the following capabilities:

1. Direct inquiry to insurance carriers;
2. Online electronic capabilities;
3. Highly accurate quality control process;
4. Proficient carrier relations staff;
5. LDSS, NYSoH, and Other State Agency interaction capability;
6. Reconcile weekly loads to the MMIS Third-Party database with output reports; and
7. Meet MMIS specifications for updating and corrective action

#### Other PPIV Initiatives

The third-party file match and verification process described above is the primary source for cost avoidance; however, this process may be supplemented, with OMIG's approval, by any other expertise, technologies, enhancements, or new resources an Offeror can provide to OMIG.

Subsequent to this award, the Offeror should have the ability to perform similar data matching activity for additional State programs if the State chooses.

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

#### Cost Avoidance for the Child Medical Support Enforcement (IV-D) Program

In addition to Medicaid, the current contract includes Child Medical Support Enforcement data matching for the IV-D program in the Office of Temporary & Disability Assistance.

In April of 2005, DOH entered into a Memorandum of Understanding (MOU) with OTDA for the purpose of identifying health insurance information for children receiving child support services under Title IV-D of the Federal Social Security Act. This activity was implemented at no cost to DOH and generates Medicaid cost saving through the identification of medical support for Medicaid eligible children.

The current vendor coordinates the delivery, receipt, and management of all files needed for processing and conducts the required monthly matches and verifications. Not only does coordinating this effort through one vendor significantly ease the workload and resource burden on Medicaid and Child Support, but it also saves the State money by only paying for the information one time, versus having each agency possibly pay a different vendor for the same effort. The ability to provide like services to this program under a single contract has provided economies and efficiencies during a time of limited staff resources and has

prevented duplication of administrative effort regarding procurement and contract oversight. The Offeror must continue to provide the services outlined in “Cost Avoidance for the IV-D Program”, above.

The current task, that will continue to be performed, is a data match of insurance segments identified and verified in accordance with the PPIV Module 1 (Section II. Scope of Work, Subsection B. Modules) with the Child Support Eligibility file. The “dual population” is then passed on to Child Support. Essentially, the Contractor acts as a conduit for data sharing between Medicaid and Child Support. Because the Contractor will be compensated for each segment loaded under the PPIV Module (#1), there will be no additional fee(s) charged to the State by the Contractor for performing this data match for the IV-D program.

Information regarding the number of children within the IV-D population that are Medicaid eligible and have a child support order that includes medical support coverage must be obtained from the NYS Office of Temporary Disability Assistance (OTDA).

## **Module 2 - Third-Party Retroactive Recovery Projects**

### Overview

An ongoing comprehensive TPL retroactive recovery process is the central component of OMIG’s efforts for recovery of Medicaid expenditures.

The Offeror must describe in its work plan the specific functions of TPL recoveries including but not limited to, direct billing carriers, conducting provider reviews, and Medicaid managed care reviews.

Upon the final determination of an overpayment, the Contractor will be responsible for the recovery of such payments by implementing and administering a Medicaid recoveries process established and directed by OMIG.

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

Under OMIG’s direction, the Offeror must develop a recovery process that utilizes the known third-party liability coverage information maintained on MMIS. Sources of this information include the NYSoH, LDSS, MMA file uploads, and the contracted Third-Party File matches (commercial insurance companies, military carriers, State and Federal files, and input from employers, etc.). The updated Third-Party File is matched against the MMIS claims extract file to identify claims for which potential or verifiable third-party liability exists. The Offeror must process the files immediately upon delivery from MMIS.

The claims must be separated into rate-based claims (Provider Recovery), fee-based claims (Direct Billing) and Managed Care encounter claims. Rate based claims are primarily inpatient and clinic services where recoveries are achieved by the Offeror through provider recovery reviews/audits. Fee based claims (i.e., practitioner, laboratory, and pharmacy claims) with potential third-party coverage are directly billed to the insurance carriers by the

Offeror. Managed Care encounter claims are reviewed for the existence of unbilled third-party health care coverage.

#### Provider Recovery Reviews/Audits

The Offeror must prepare and send to providers reports in a format approved by OMIG that show claim information and comprehensive insurance billing data. The report cover letter must instruct providers to bill the insurance carrier and submit to the Offeror, within ninety (90) calendar days, documentation of a denial or indicate they have voided/adjusted the Medicaid claim. The provider may also allow the Offeror to submit the claim to MMIS for voiding/adjusting. The Offeror must submit data to OMIG for vetting prior to reviews/audits going out. In addition, the provider must maintain an accounts receivable database tracking system to manage the recovery system and interface with MMIS to process the voids and adjustment recoveries.

A secure, OMIG-approved, web-based provider portal must be established by the Offeror to allow provider access and responses to the recovery projects. See "Provider Web Portal", Section II, D., for additional information.

In many cases TPL overpayments are recorded on the books of providers as credit balances. The Offeror must describe in its work plan and perform specific functions for identifying and recovering TPL overpayments that exist as credit balances. Credit balance reviews shall only be conducted on providers that have been approved by OMIG. The Offeror must submit the provider identification number and provider name to OMIG for vetting prior to the initiation of a credit balance review. Credit balance reviews shall be for TPL overpayments only. Non-TPL related overpayments are covered under a separate Medicaid RAC contract and shall not be part of this Scope of Work.

Non-Compliance audits must be conducted for both encounter and fee-for-service claims monthly. These reviews will encompass all claims where the provider has either failed to respond to the Offeror's initial review, the Offeror and the provider cannot come to an agreement, or the full recovery amount has not been satisfied. The Offeror must submit the provider identification number, NPI, and OCN to OMIG for vetting prior to the initiation of a Non-Compliance audit. Fields may be subject to change, at OMIG's request.

#### Overpayments - Notice to Providers

Upon completion of the review, the Contractor must first notify OMIG of their findings and upon OMIG approval, notify providers of the audit results, in accordance with Title 18 of the Official Compilation of the Codes, Rules and Regulations of the State of New York (NYCRR) Part 517. Following issuance of a Draft Audit Report (DAR) and prior to the issuance of a Final Audit Report (FAR), the Contractor will be required, unless otherwise directed by OMIG, to review any supporting documentation or arguments from the provider that may alter the determination of an overpayment. The Contractor must mail via certified mail the DAR/FAR to the provider on the date in which it is dated. With the exception of the DAR/FAR, audit notification letter, and any other documents identified by OMIG requiring physical mailing, the Contractor may communicate electronically with the provider if the provider agrees to accept electronic communication. These procedures may include but are not limited to distributing audit exhibits to providers, obtaining and monitoring repayment



agreements, reacting to payment interruptions via phone, email, and mail communications to providers, assisting with hardship requests, making referrals for OMIG withholds, monitoring/updating receivables, submitting collections weekly action reports, imposing pre-collections and post-collections interest, reporting on pre-collections and post-collections interest, monitoring recoveries including lockboxes/ACH account and voided claims, conducting voids and/or adjustments on behalf of a provider, submitting judgement lien filling documents to OMIG, reporting unpaid liabilities to OMIG for referral to the AG, and reporting on approved write-offs. The Contractor will abide by any OMIG instructions or interpretations of these regulatory requirements. OMIG reserves the right to modify its processes.

The Contractor will also be required to maintain an “audit file” for each audit or review conducted, and where a Medicaid provider requests an administrative hearing following issuance of a Final Audit Report, promptly furnish the “audit file” to OMIG, and, if necessary, make Contractor staff available to assist in the preparation of such administrative hearings, and testify at such administrative hearings.

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

Each audit template and their exhibits will be reviewed and approved by OMIG prior to implementation.

1) Draft Audit Report (DAR)

- The DAR must comply with the requirements of 18 NYCRR § 517.5
- The DAR exhibits, at a minimum, must include the latest Transaction Control Number (TCN) and the Original Claim Number (OCN) of each claim line with discrepancies. OMIG will define additional DAR exhibit fields based on the review or audit type conducted by the Contractor.

2) Final Audit Report (FAR)

- Prior to the mailing of the FAR, the Contractor is responsible for notifying OMIG of any documentation/responses submitted to the Contractor upon issuance of the DAR or any requests for extensions.
- Prior to mailing of the FAR, the Contractor must review and consider any documentation or written arguments submitted by the Medicaid provider in response to the DAR.
- The FAR must comply with the requirements of 18 NYCRR § 517.6.
- The FAR must inform the provider of the amount identified as an improper payment for each TCN/OCN.

For sixty (60) calendar days from issuance of the first Final Audit Report (FAR), OMIG will assist the Contractor in facilitating and administering the collections process. After sixty (60) calendar days, the accurate and timely facilitation and administration of the collections process is the responsibility of the Contractor.

## Customer Service Measures

The Contractor, at its own expense, will ensure that varying communication and language needs are addressed. The Offeror must maintain a Provider Relations Unit with professional staff required to perform the following tasks:

- Train and supervise clerical and line staff in the provider relations and recovery functions, State regulations, policies, and processes.
- Review responses the provider may submit, refuting third-party liability.
- Determine the adequacy of provider response regarding the existence of third-party coverage. If the response is adequate the claim will not be voided.
- Respond to provider inquiries regarding the initial mailings and provide explanations before and after the Medicaid recovery has occurred.
- Investigate and resolve provider disagreements resulting from voiding of claims.
- Perform queries of the third-party database as requested or necessary.
- Prepare void and adjustment files for MMIS submission and fiscal reporting.
- Reconcile void and adjustment files to MMIS output reports.
- Troubleshoot with OMIG and DOH staff to accurately make recoveries and adjustments to provider claims to maintain the integrity of the MMIS claiming system.
- Pursue follow-up on outstanding accounts receivables
- Investigate and resolve denial reasons including but not limited to:
  - Untimely filing
  - Duplicate claim/payment
  - Client not eligible at time of service
  - No prior authorization
  - Formulary not on file, etc.
- Provide professional, prompt, and courteous customer service. Staff must greet the caller and identify themselves by name when answering, treat all callers with dignity, and respect the caller's right to privacy and confidentiality.
- Provide translation and/or interpretation services when requested.
- Ensure that personnel responding to inquiries and requests are fully trained and knowledgeable about New York State Medicaid standards and protocols, the Third-Party Liability program, and recovery processes.
- Ensure all electronic email responses are HIPPA-compliant when responding to inquiries and requests.
- Provide enough properly functioning toll-free telephone numbers/line (in-state and

out-of-state) for providers to call for services as described in this RFP. The Contractor must provide the toll-free customer service number in all provider correspondence.

- Contractor must have staff available to handle all toll-free customer service telephone calls during hours of (8:00am-5:00pm) in the Eastern time zone, and the scale-ability to handle any additional call volume as it may become necessary.
- The Contractor must compile and maintain provider approved addresses and points of contact for customer service responses.
- The Contractor must maintain a log of communications between the provider and the Contractor for all reviews/audits.
- Agree to relinquish ownership of the toll-free telephone numbers upon contract termination, at which time OMIG will take title to these numbers; any amount owing on these numbers will be the sole obligation of the Contractor.
- Provide sufficient fax and electronic document capabilities with sufficient memory or buffers to handle multiple incoming and outgoing transmissions. There must be a written backup plan to implement in the event of a fax system failure.
- The Contractor must accept provider submissions of electronic medical records on CD/DVD or via facsimile at the providers' request.

OMIG's SME reviewers will consider the applicability, creativity, viability, and degree of innovation of the proposed customer service measures that are presented by the Offeror.

#### Direct Billing

Claims that are direct billed to carriers are payable by check to NYSDOH and are mailed or electronically transferred to a designated State controlled bank account that shall be established by the Offeror (See "Receipt, Storage, and Reporting of Recovered Funds for Third-Party Retroactive Recovery Projects" in Section II, B.3). The Offeror must reconcile all claims on its accounts receivable system, and posts payments received. State staff reconciles the bank statements and approves fee payments based on verified recovery amounts. The State will arrange for periodically sweeping funds from this account or other transfer arrangement. All claims submitted to OMIG must have an accurate OCN match to OMIG's system. Any claims that do not match will be rejected by OMIG and will not be eligible for payment.

The Offeror must maintain a Carrier Relations Unit with professional staff required to perform the following tasks:

- Train and supervise clerical and line staff in the carrier relations and recovery functions, State regulations, policies, and processes;
- Review responses the carrier may submit, refuting third-party liability;
- Pursue follow-up on outstanding accounts receivables;
- Research and respond to all carrier inquiries;

- Investigate and resolve denial reasons including but not limited to:
- Untimely filing
- Duplicate claim/payment
  - Client not eligible at time of service
  - No prior authorization
  - Formulary not on file, etc.

### Medicaid Managed Care Reviews

NYS offers several Medicaid Managed Care plan types including:

- Health Maintenance Organizations (HMO);
- Prepaid Health Service Plans (PHSP);
- Preferred Provider Organizations (PPO);
- HIV Special Needs Plan (SNP);
- Managed Long-Term Care (LTC);
- Primary Care Partial Capitation Providers (PCPCP); and
- Family Health Plus (FHP).

All of these plan types are subject to review under module 2, “Third-Party Retroactive Recovery Projects,” which are guided by the following model contracts.

- Primary Care Partial Capitation Provider (PCPCP) Model contract;
- Medicaid Managed Care/Family Health Plus/HIV Special Needs Plan Model contract; and
- Medicaid Advantage Model contract.

The links to these contracts are found on the NYSDOH website at the following address:

[http://www.health.ny.gov/health\\_care/managed\\_care/mamctext.htm](http://www.health.ny.gov/health_care/managed_care/mamctext.htm)

Retroactive Third-Party recovery on encounter claims is pursued through both provider recovery and the direct billing processes as described under Sections 1, “Provider Recovery Reviews/Audits” and 2, “Direct Billing”. With these reviews/audits the Offeror must include encounter claim information on a come from behind basis following the six-month timeframe established by the Medicaid Managed Care Model contract.

### Other TPL Recovery Initiatives

The Third-Party Retroactive Recovery Project described above is the primary source for TPL recoveries, however this process may be supplemented by any other expertise, technologies, enhancements, or new resources an Offeror can provide.

Subsequent to this award, the Offeror must have the ability to perform similar recovery activities for additional State programs if the State chooses.

## **C. REQUIRED PROJECT REPORTING**

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

### 1. Reporting for All Modules

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

### 2. Additional Reporting for TPL Recoveries

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

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

### 3. Ad Hoc Reports

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

## **D. SECURE WEB-BASED PROVIDER PORTAL**

To track and support audit activity, the Contractor will be responsible for creating and maintaining a secure web-based provider portal that OMIG staff can directly access. Tracking should be by both claim and designated OMIG project number.

Within three (3) months of the Contract begin date, the Contractor must create a secure, HIPAA-compliant, password-protected, web-based system for managing reviews/audits and tracking review and audit findings.

OMIG will require agency access credentials to the Contractor's secure web-based provider portal within the same period described above. The system must have the ability to do the following:

1. To be securely accessed by providers who are being reviewed or audited; or have been audited by the TPL to allow them to determine the status of their review or audit.
2. The secure web-based provider portal must at a minimum contain: bill provider IDs, NPIs, provider names, and FACTS case project numbers. Fields may be subject to change, at OMIG's request.
3. Providers must have the ability to submit requested documentation and/or medical records to the Contractor via the portal. The secure web-based provider portal must include the ability for providers to upload documents, access and view uploaded documents, and must list a date and time stamp for all provider entries.
4. The secure web-based provider portal also must include the ability for providers to consent to having the Contractor void or adjust claims on the provider's behalf. The secure web-based provider portal must capture an electronic affirmation from the provider and a timestamp of the affirmation.
5. The Contractor must inform OMIG within thirty (30) calendar days of any changes to their information technology systems.
6. The Contractor must ensure that secure protection, backup, and disaster recovery measures are in place and operational as of the start of the contract and for the duration of the contract and will ensure the integrity of the data and availability of data to OMIG.
7. All provider submissions received by the Contractor, under this project, will be the sole property of New York State and, upon request, must be provided to OMIG in a format approved by OMIG.
8. Within thirty (30) calendar days of separation, the Contractor will provide OMIG a final data extract of documentation stored within the secure web-based provider portal that encompasses the entire contract term. If this data extract is not provided within this timeframe, final payment will be withheld or the amount equivalent to all outstanding provider collections will be due to the agency until the information is provided.

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

Requirements of this secure web-based provider portal may be subject to change at the determination of OMIG.

**E. FREE-STANDING RECOVERY CLAIMS DATABASE**

The Contractor must build and maintain a Third- Party Liability Recovery Claims Database that will be operational for all projects within three (3) months of the Contract begin date. The database must be a free-standing system where Medicaid claim details recovered by the Contractor can be accessed by OMIG and compatible with FACTS, through provisioned credentials, to minimize duplication of effort among all the entities performing audits and review work.

1. The Offeror must have appropriate security measures in place to protect health information to comply with HIPAA and HITECH requirements. The TPL Recovery Claims Database must include all components of the specific claim lines required by OMIG. The following is a list of the currently required fields; however, additional fields may be added or subject to change at OMIG’s request:

ELECTRONIC SUBMISSIONS	RECOVERED BY CHECK
• BILL_PROV_ID	• OCN
• MBR_ID	• TCN
• DOS	• CHECK_NUM
• OCN	• AMT_TRANSACTED
• TCN	• NAMI_INDICATOR
• LINE_NUM	• MBR_ID
• AMT_TRANSACTED	• DOS
• PROJECT NUMBER	• BILL_PROV_ID
	• PROJECT NUMBER

2. The New York State Medical Assistance data, as maintained in MMIS, will always be considered the correct data if there are ever any discrepancies between Offeror and Medicaid data.
3. OMIG must be able to remotely extract data from the Offeror’s TPL Recovery Claims Database.
4. The Offeror must inform OMIG in advance of any changes to information technology systems that would affect the Offeror’s ability to fulfill the obligations of this RFP.
5. The Offeror must supply a secure, HIPAA compliant methodology for data exchange per OMIG’s specifications. This can be in the form of a secure website that the Offeror gives OMIG access to, a secure database connection that allows OMIG to access the Offeror’s data directly, or any other OMIG-approved technology that is secure and HIPAA compliant.
6. The Offeror must ensure that secure protection, backup, and disaster recovery measures are in place and operational as of the start of the contract and for the duration of the contract and must ensure the integrity of the data and availability of data to OMIG.

7. The Offeror's Recovery Claims Database must be compatible with any new MMIS system adopted by the State during the term of the contract.
8. All data files and programs (claim data and query results) created under this project shall be the sole property of the State and, upon request, must be provided to OMIG in a format approved by OMIG.

Within thirty (30) calendar days of separation, the Contractor will provide OMIG a final data extract encompassing the entire contract term. If this data extract is not provided within this timeframe, final payment will be withheld or the amount equivalent to all outstanding provider collections will be due to the agency until the information is provided. Requirements of this recovery claims database may be subject to change.

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

## **F. COLLECTIONS CASE TRACKING SYSTEM**

The Contractor must build and maintain a Collections Case Tracking System that will be operational for all projects within three (3) months of the Contract begin date. OMIG will require credentials to the system within the same period described above. The system must have the ability to do the following:

The Collections Case Tracking System must, at a minimum contain: bill provider IDs, NPIs, provider names, FACTS case project numbers, audit department, project type, amount due, balance due, financial control numbers (FCNs), case ledger data (such as receipt amounts for checks/ACHs/withholds/voids, check numbers, automated clearing house (ACH) confirmation numbers, refund/returned transaction amounts, deposit/transaction dates, offsets, uncollectables, etc.), collections status, date assigned to collector, last receipt date, collections follow-up date, last comments, collections cases work queue, and post-collections interest calculator that exports completed calculations to Excel. Fields may be subject to change, at OMIG's request.

The Contractor must update the system in real-time, documenting collection activities as they occur. The required information includes, but is not limited to: eMedNY receivable information, post-collections interest calculations, case ledger data in a format dictated by OMIG including but not limited to for voids, withholds, checks, ACHs, refunds, and write-offs, documentation of communications with the provider and/or their representative including emails, letters, and phone calls, follow-up dates for impending collections actions, other general collections case notes, contact information for the provider and/or their representative, documentation of repayment terms, documentation of hardship requests, determinations, and renewals, documentation of judgment liens, and current case status (open or closed).

The Contractor must establish a secure database connection that allows OMIG to remotely access, query, extract, and export data from the Collections Case Tracking System through OMIG provisioned access credentials.



The Contractor must inform OMIG within thirty (30) calendar days of any changes to their information technology systems.

The Contractor must ensure that secure protection, backup, and disaster recovery measures are in place and operational as of the start of the contract and for the duration of the contract and will ensure the integrity of the data and availability of data to OMIG.

All information saved in the system, under this project, will be the sole property of New York State, and upon request, must be provided in a format approved by OMIG.

Within thirty (30) calendar days of separation, the Contractor will provide OMIG a final data extract of documentation stored within the system that encompasses the entire contract term. If this data extract is not provided within this timeframe, final payment will be withheld or the amount equivalent to all outstanding provider collections will be due to the agency until the information is provided. Requirements of this system may be subject to change by OMIG.

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

## **G. RECEIPT AND DOCUMENTATION OF RECOVERED FUNDS**

The Offeror must establish a comprehensive recovery process that includes the following:

Implementation and administration of a recovery process, directed by OMIG, including utilization of a lockbox and/or ACH payments, which serves as a repository for Medicaid recoveries. The Contractor cannot remove money from the lockbox; however, is required to monitor and report on the lockbox activity;

The Contractor must develop policies and procedures for maintaining any, and all requested documentation needed by OMIG for implementing and administering the recovery process (such as photocopies of checks received by providers, collection letters to providers, repayment agreements, etc.).

The Contractor must update the Collections Case Tracking System in real-time in accordance with requirements and timeframes set by OMIG;

At minimum, two members of the Offeror' staff must account for all claims on its accounts receivable system, posting of payments received, refunds issued for accuracy, and information entered into the Collections Case Tracking System. State staff will reconcile the bank statements and approve fee payments based on verified recovery amounts.

The State will arrange for the periodic sweeping of funds from this account or other transfer arrangement.

## The Offeror:

- Must comply with the applicable requirements of state and federal laws and regulations, and specifically, but not limited to, the provisions of 18 NYCRR Part 518.
- Must train and supervise the Offeror's staff in the provider relations and recovery functions, State regulations, policies and processes;
- Must review provider responses, including documentation for the Medicaid payment, remittance statements, and any other documentation the provider may submit;
- Must determine incomplete or inadequate responses and notify the Provider, in writing, that the response to the Contractor's request for recovery is incomplete;
- Must respond to provider inquiries in a timely manner, as determined by OMIG, regarding the initial mailings and provide explanations before and after the Medicaid recovery has occurred;
- Must investigate and resolve provider disagreements resulting from the request for recovery;
- Must seek assistance from OMIG staff immediately for providers whom the Contractor is unable to provide successful customer service.
- Must perform reconciliations and document Medicaid recoveries, as requested or necessary, and to reconcile recoveries with the monthly status report. This includes the reconciliation of recoveries by their designated project number. Performed and documented reconciliations must be verified by a second Contract staff member prior to OMIG submission;
- Must prepare fiscal reports on recoveries, as required;
- Must maintain documentation from providers who authorize the Contractor to void and/or adjust claims on the provider's behalf.
- Must develop policies and document the reconciliation of checks that are sent to the wrong lockbox and/or are made out to unacceptable payees.
- Must develop policies and document improper refunds that are issued to providers. The Contractor must report to OMIG that an improper refund was issued to a provider within five (5) business days of discovery. The Contractor must develop mechanisms for identifying and recovering the improper refund. If recovery of the improper refund is not accomplished within sixty (60) calendar days, then OMIG will reduce the Contractor's contingency fee payment by the improperly issued refund amount (inclusive of interest).
- Must develop internal procedures, consistent with OMIG requirements and timeframes, including but not limited to, obtaining and monitoring repayment agreements, reacting to payment interruptions via phone, email, and mail communications to providers, assisting with hardship requests, making referrals for OMIG withholds, monitoring/updating receivables, submitting collections weekly action reports, imposing pre-collections and post-collections interest, reporting on pre-collections and post-collections interest, monitoring recoveries including lockboxes/ACH account and voided claims, submitting judgment lien filing documents to OMIG, reporting unpaid liabilities to OMIG for referral to the AG, and reporting on approved write-offs.

- Must resolve discrepancies with OMIG and provider staff to accurately document recoveries, inclusive of the Contractor's payment voucher submissions, within five (5) business days.

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

#### **H. PROVIDER EDUCATION AND OUTREACH PROGRAM**

Develop an education and outreach program in coordination with OMIG, which includes notifying providers of TPL match and recovery policies and protocols.

The Contractor must educate providers as to appropriate payment policies with Medicaid as the payor of last resort. Any vulnerabilities identified by the Contractor that may need to be addressed through provider correspondence, Medicaid Update articles, through other methods of provider education, or a system edit must be reported back to OMIG and accessible at OMIG's request.

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.

#### **I. RISK ASSESSMENT**

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

#### **J. CURRENT MEDICAID THIRD-PARTY LIABILITY MATCH AND/OR RECOVERY CONTRACTS**

List all Medicaid TPL Match and/or Recovery contracts for which the Offeror is currently engaged and for each, include the Contact Name, Contact Phone, state for which the services are being performed, the contract number, beginning and end dates, and indicate which scope of service(s)/module(s) are being performed by your company within each particular contract. OMIG will evaluate and confirm that the information is accurate.

### **III. OFFICE AND STAFFING REQUIREMENTS**

It is mandatory that all Offerors provide a current organizational chart that lists **all** positions (including staff who are sub-contractors and their sub-contracting company, if applicable), location of staff, name and title, contract assignment, and full-time equivalents (FTEs) who would be assigned solely to New York State's Contract. The vendor is responsible for notifying OMIG

of all onboarding and offboarding of all staff including subcontractors. Notification must be sent to OMIG at least fourteen (14) calendar days in advance, or as soon as any known onboarding or offboarding changes occur. Any, and all state equipment must be returned immediately to OMIG upon separation of service.

The 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.

The Offeror's key personnel must include an IT Specialist, Project Director, Project Manager, PPIV Project Manager and certified professional coder. Key personnel assigned solely to OMIG's TPL 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 will 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 will 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.

Any staff assigned to this contract must possess a current, active, and unrestricted license in one or more United States licensing jurisdictions (if applicable).

### Key Personnel

It is mandatory that all Offerors provide résumés for all Key Personnel. Key Personnel must be full-time employees solely designated to New York State's TPL Contract. A single individual may not hold more than one key position unless otherwise approved by OMIG. The Offeror must notify OMIG at least five (5) business days in advance, or as soon as any change in key personnel is known.

- IT Specialist

The IT Specialist must have a minimum of three (3) years' experience in information technology.

- Project Director

The Project Director must have, at a minimum, three (3) years of experience in Healthcare Program Integrity/Compliance.

- Project Manager

The Project Manager must have, at a minimum, three (3) years of experience in Healthcare Program Integrity/Compliance.

- PPIV Project Manager

The PPIV Project Manager must have, at a minimum, three (3) years of experience in Healthcare Program Integrity/Compliance.

- Certified Professional Coder

The Certified Professional Coder must have an active professional coding certification from a recognized credentialed program. The Certified Professional Coder must have, at a minimum, three (3) years of relevant work experience.

### Support Personnel

The Offeror must have the following support personnel accessible:

- Customer Service Representative(s)
- Attorney who is licensed to practice in New York State
- Quality Improvement Manager
- Insurance Verifier(s)

## **A. OFFEROR REFERENCES**

### **Third-Party Liability Match and Recovery Experience**

Provide at least three (3) client references (Attachment #2 "Offeror References Form"), for which you performed a Third-party Retroactive Recovery Project that includes specific functions for direct billing carrier, conducting provider reviews, and Medicaid managed care reviews within the last three (3) years. The client reference must be able to verify the scope of the project performed and available to be contacted by OMIG. If more than three (3) references are submitted, they will be contacted in the order they appear in the proposal until three (3) interviews are completed.

### **Pre-payment Insurance Verification (PPIV) Experience**

Provide at least three (3) client references, for which they have performed specific functions of identifying and verifying new commercial insurance coverage within the three (3) years. If more than three (3) references are submitted, they will be contacted in the order they appear in the proposal until three (3) interviews are completed.

Contact will be made during the hours of 8:00 a.m. EST to 5:00 p.m. EST, Monday through Friday.

OMIG will be confirming the work that had been performed and will seek details regarding the quality of work performed.

If OMIG is unable to contact or obtain information from a supplied reference, the Offeror will be afforded the opportunity, with a deadline, to assist in obtaining cooperation from said reference(s).

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

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.

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.

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.

## **B. 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 the identification and billing of third-party coverage, recovery of inappropriate payments and Medicare maximization. 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 TPL functions as directed by OMIG.

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

- 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.
  - 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 three (3) years' experience in performing TPL functions as described in the qualification requirements.

Describe relevant experience and success related to the Scope of Services for TPL including the following information concerning the Offeror's and any proposed

subcontractor's experience with other contracts or projects similar to the type of service 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.

- 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.
- 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.
- 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.**

- 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.
- 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.
- 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 amount.
- List all sanctions, fines, penalties, or letters of non-compliance issued against the Offeror by any of the contracting entities listed above. The list shall 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.
- Describe how the Offeror's proposed TPL Model will enhance and improve OMIG's current Program and how it will integrate its proposed TPL processes into a seamless TPL Model.
- Submit a staffing plan that includes current staff and the percent of time each key, proposed position will work on OMIG's TPL Program or when your organization will hire staff and orient them to your organization, the TPL Program, and their roles and responsibilities.

## **IV. CONTRACTOR RESPONSIBILITIES**

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

## **V. CONTRACTOR ACCOUNTABILITY**

Contractor accountability is managed through three processes which may modify invoicing. General accountability applies to all contract provisions. Segment reconciliation only applies to Module I. Fee adjustments apply only to Module II.

### **A. GENERAL ACCOUNTABILITY PROCESS**

While it is expected that the Contractor will 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/BCM):

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 from OMIG notification, 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 Contract Unit for review. The OMIG 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 Counsel for review. The OMIG 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.

1. Segment Reconciliation:

Segment Reconciliation, encompassed under module I of the contract, is carried out on a continuous basis to reflect monthly billings of insurance segments loaded or terminated in the Medicaid Data Warehouse (MDW). OMIG will provide a quarterly reconciliation to address any inaccuracies within the segments loaded and adjust invoices appropriately.

2. Fee Adjustment Schedule:

The Fee Adjustment Schedule represents adjustments that are separate and apart from the General Accountability Process, further below, 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 promptly remedy the issue.

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

- Reduce the agreed upon contingency fee by 0.50% for the applicable payment vouchering month if the web-based provider portal is not created within the timeframe or requirements specified within the RFP and agreed to by the Offeror are not delivered. For each subsequent month that the web-based provider portal is not created, or the agency does not have access to the portal, the 0.50% reduction in contingency fee will, again, be assessed for that month.
- Reduce the agreed upon contingency fee by 0.50% for the applicable payment vouchering month if the free-standing recovery claims database is not created within the timeframe or requirements specified in the RFP and agreed to by the Offeror are not delivered. For each subsequent month that the free-standing recovery claims database is not created, or the agency does not have access to the portal, the 0.50% reduction in contingency fee will, again, be assessed for that month.
- Reduce the contingency fee by 0.50% for the applicable payment vouchering month if

the Collections Case Tracking System is not created within the timeframe or requirements specified in the RFP and agreed to by the Offeror are not delivered. For each subsequent month that the Collections Case Tracking System is not created, or the agency does not have access to the system, the 0.50% reduction in contingency fee will, again, be assessed for that month.

- If the Contractor has known, written directives, from OMIG regarding a review, audit, or agency position on a topic, and the Contractor is found by OMIG to be in violation of the agency's written directive then OMIG will reduce the Contractor's contingency fee by 1% for the applicable payment vouchering month.
- 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 payment vouchering month. If at any point in time, one of the 'Key Personnel' positions becomes vacant, the Contractor must notify OMIG within five (5) 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 payment vouchering month.
- If the Contractor fails to produce a complete audit file OMIG will reduce the Contractor's contingency fee by 0.5% for the applicable month. A complete audit file includes at a minimum all work product used to produce the audit and all related correspondence and must be maintained for the time period required by law and regulation, or for any longer period designated by OMIG.
- Monthly data feeds not received by OMIG by the 15<sup>th</sup> of each month from the Contractor (as outlined in the RFP), may result in a reduction of the Contractor's contingency fee of 0.25% for the entire electronic and check data feeds.
- If within a six (6) month period, OMIG receives ten (10) or more complaints from providers relating to activities being conducted by the Contractor, OMIG reserves the right to discontinue projects relating to the complaints. OMIG also reserves the right to reduce the Contractor's contingency fee by 0.25% for six (6) months until documented resolution of each complaint in provider relations is known. Examples of complaints will include, but are not limited to:
  - Failure to adhere to audit processes as outlined in the law or regulation,
  - Failure to follow agency (DOH/OMIG) guidance and/or procedures,
  - Failure to respond to provider inquiries within three (3) business days, and
  - Failure to conduct reviews/audits as outlined within the agreed upon project plan parameters
- OMIG-identified inaccuracies or discrepancies in the Contractor's submitted monthly payment vouchers to OMIG, from the prior month, will result in a contingency fee reduction of 0.25%.
- After the expiration of the sixty (60) day template/exhibit review period, if OMIG identifies an error in the completion or delivery of a template or exhibit then a reduction in contingency fee of 0.25% will be applied. Accuracy of the completed/issued

DAR/FAR template or exhibits is the responsibility of the vendor, not OMIG.

- The System Availability window shall span from 6:00AM to 9:00PM Eastern Standard Time, Monday through Friday. Should the Contractor fail to achieve System Availability in duration of one hour or more during a calendar month, a contingency fee reduction of 0.25% will be applied during the same month in which the outage occurred, on a per-occurrence basis, up to the maximum allowed contingency.
- Upon identification by any party of inaccuracies or discrepancies in the Contractor's receipt and documentation of recovered funds, the Contractor must complete a correction. Failure to correct the error within seven (7) calendar days of identification will result in a contingency fee reduction of 0.25% per each type of error, inclusive, but not limited to calculations, maintenance, or submissions of the following:
  - Collections weekly action reports of eMedNY receivable transaction requests
  - Reporting on pre-collections and post-collections interest,
  - Submitting judgment lien filing documents to OMIG,
  - Reporting of unpaid liabilities to OMIG for referral to the AG,
  - Provider or agency specific collections documents and activities
  - Monitoring lockboxes/ACH account activities and voided claims, and
  - Collections data feeds.
- All claims submitted to OMIG must have an accurate OCN match to OMIG's system. Any claims that do not match, will be rejected by OMIG. If OMIG identifies an error in the invoicing, then a reduction in contingency fee of 0.25% will be applied.

## **VI. PROPOSAL SUBMISSION GUIDELINES**

The Offeror must submit a proposal that provides a complete and sufficient response to all the requirements of Sections II through V. 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 VI. 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 23-03 Technical Proposal" or "RFP# OMIG 23-03 Financial Proposal". No information beyond that which has been specifically requested is required.

Proposals and other forms must have original/wet signatures. Offerors must respond to every specification stated in this RFP. Moreover, Offerors 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](mailto:procurements@omig.ny.gov) with hard copies of the signature pages submitted to the address listed in the Designated Contacts listed on page 1 of this RFP.

**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**

### **Transmittal Letter**

The Transmittal Letter, which will be 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:

Be submitted on the Offeror's official business letterhead and must be signed in blue ink by an authorized representative of the Offeror.

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.

Include a statement to the effect that the price quoted in the Financial Proposal constitutes a firm and irrevocable offer for ninety (90) calendar days.

Include a statement that the Offeror complies with or meets all Administrative Requirements, as outlined in Section X of this RFP.

Include a statement as to the willingness of the Offeror to enter into a contractual agreement containing, at a minimum, those terms and provisions identified in the Scope of Work section of this RFP. Any exceptions to these terms and conditions must be explicitly stated in accordance with the terms of the Comments and Limitations section of this RFP.

### **A 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.

## **Title Page and Table of Contents**

The Title Page must identify the following:

- The RFP, Solicitation Number: OMIG 23-03, Medicaid Third-Party Liability Match and Recovery Services (TPL);
- 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 23-03 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 should be sent as a separate document labeled "RFP# OMIG 23-03 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, Offerors must provide a Per Segment fee for Module 1 and a Contingency Fee percentage for Module 2. 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 23-03,**" or "**Proposal Withdrawal for RFP# OMIG 23-03,**" 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 Offerors for a period of ninety (90) calendar 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 e-mail address: [omigFOIL@omig.ny.gov](mailto: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 will be liable for any costs incurred by Offerors in preparation for, or prior to approval of, an executed contract.

## **VII. METHOD OF AWARD**

### **A. PROPOSAL EVALUATION**

As required by the New York State 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.

## **B. 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.

## **C. EVALUATION PROCESS OVERVIEW**

### **1. Vendor Selection**

This is a competitive procurement that will result in a contract to implement the RFP #OMIG 23-03 TPL Project. At the sole discretion of the State, any and/or 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 III. Proposal Submission Guidelines;
- The Financial Proposal includes all components, as itemized in Section III. D Financial Proposal; 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.



## D. 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 Overview	15
Scope of Work Module 1 PPIV	10
Scope of Work Module 2 Retroactive Recovery Projects	5
Scope of Work Module 2 DAR/FAR Process	5
Secure Web-based Provider Portal	5
Recovery Claims Database	5
Collections Case Tracking System	5
<b>Third-party Liability Match &amp; Recovery Experience</b>	<b>15</b>
Office and Staffing Requirements	10
<b>Total</b>	<b>75</b>

All Desirable (D) items in the Technical Proposal are measurable and will be reviewed and scored by a team of SME 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 thirty-five (35) 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 **Third-party Liability Match & Recovery Experience** section are worth fifteen (15) total points out of the seventy-five (75) available for Technical score. The references will be asked a series of questions

regarding the quality of work that the Offeror's company provided to that reference. Once a score is tallied for an individual reference, the reviewer will move to the next reference and follow the same steps. The scores from all three (3) reference will be added together and divided by three (3) to obtain the final score for an individual Offeror, for the reference section. Point will also be awarded based upon the quantity of Medicaid RAC contracts currently held by the Offeror.

3. The Offeror's responses to the measurable portions of the Office and Staffing Requirements section are worth 10 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 (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:

$$F = (A \div B) * 25 \text{ where:}$$

**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:

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.

#### **E. 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 will not be made without prior written approval by the State and then only in conjunction with the issuing office.

#### **F. 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 New York State contract approval process.

### **VIII. ADMINISTRATIVE REQUIREMENTS**

#### **A. 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](mailto:procurements@omig.ny.gov) or directed to:

New York State Office of the Medicaid Inspector General  
Ed Lake, Contract Management Specialist 2  
Bureau of Procurement and Fiscal Management  
800 North Pearl Street, 2<sup>nd</sup> 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 7, 2023, at 2:30 pm EST.

#### **B. 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 will not be bound in any way by any such verbal answer(s).*

### **C. 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 will 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 will assume the risk. If awarded the contract, the Offeror will not be entitled to additional compensation or time by reason of the error or its late correction.*

### **D. 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 will 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.

## **E. PAYMENT**

If awarded a contract, the Contractor will submit monthly invoices to:

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

Simultaneously, please email a copy of the invoice to [omigpurchasing@omig.ny.gov](mailto:omigpurchasing@omig.ny.gov) to expedite the process.

OMIG will make periodic payments for services rendered, as follows: (1) payment will be made after OMIG verifies that all work has been performed in satisfactory manner, (2) subject to receipt of an appropriate invoice and all supporting documentation as requested by OMIG, and (3) subject to the regular processing of such payments by the State, in accordance with the NYS Finance Law. Payment of such invoices by the State (OMIG) will be made in accordance with Article XI-A of the NYS Finance Law. Payment for invoices submitted by the Contractor will only be rendered electronically and such electronic payments will be made in accordance with ordinary State procedures and practices. The Contractor must comply with the State Comptroller’s procedures to authorize electronic payments. Offerors should refer to the OSC website (<http://www.osc.state.ny.us/epay/index.htm>) for information related to the electronic payments policies and procedures. All payments are based upon a Per Segment fee for Module 1 and a Contingency Fee percentage for Module 2, as proposed in the Offeror’s Cost Proposal, incorporated into Appendix D of the resulting contract, subject to satisfactory submission of specified deliverables and mandatory requirements as detailed in Section II, Scope of Work of this RFP. The contingency fee due to the Contractor will be a fixed percentage of actual recovered funds deposited to the lockbox referenced in Section III, subsection D (Comprehensive Recovery Process), or through an OMIG approved electronic recovery solution.

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

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

## **F. 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's TPL 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 TPL 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:

### Module 1

All invoices must include the following information:

- Offeror name;
- Remittance address;
- Statewide Financial System (SFS) Vendor Identification Number;
- Invoice period;
- Invoice date;
- Invoice number;
- State assigned contract number; and
- Amount due, including number of segments loaded for the period and the applicable Per Segment fee. The invoice should clearly outline the calculation performed to arrive at the invoiced amount due to the Offeror.

### Module 2

All invoices must include the following information:

- Offeror name;
- Remittance address;
- Statewide Financial System (SFS) Vendor Identification Number;
- Invoice period;

- Invoice date;
- Invoice number;
- State assigned contract number; and
- 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 Offeror.

The invoice must clearly outline the calculation that was performed to arrive at the invoiced amount due to the Contractor.

Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

*\*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.*

## **G. CONTRACT TRANSITION**

**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/audits. The current Contractor's cutoff for reviews will be ninety (90) calendar days prior to the end date of the existing contract.

A ninety (90) calendar day transition period will begin on the day this contract becomes effective. During the transition, the new Contractor will work cooperatively with OMIG to ensure an efficient and timely commencement of contract responsibilities.

The new Contractor can begin working on audits but cannot send them out until after the (ninety) 90-day period.

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:**

- The Contractor's proposed approach to the transition;
- The Contractor's tasks, subtasks, and schedule for all transition activities; and
- An updated organizational chart and list of the Contractor's staff (titles, phone, fax, email) responsible for transition activities.
- OMIG must approve the Transition Plan before it can be implemented.

- OMIG and the new Contractor will work together to define the initial claim file required to be transferred during this transition period. OMIG will have the final authority for determining the information transmitted.
- 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.
- 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.

### **Contract Conclusion Transition Requirements**

If a new Contractor is selected, the current Contractor will 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.

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) calendar days of the date of notification of termination by OMIG.

#### **The Exit Transition Plan must include, at a minimum:**

- Proposed approach to transition operations to another vendor;
- Working with OMIG to determine the appropriate State-owned documents to be released;
- Within the ninety (90) calendar day transition period, the current Contractor will provide to OMIG, all audit files in their entirety, all accounts receivable documentation in their entirety, and any other state-owned data.
- The Contractor would need to send over one final data feed, prior to the closeout of ninety (90) calendar days of claims recovered during transition period.
- 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);
- 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.
- Any additional payments received by the Contractor past the transition period must still be sent to the lockbox
- Access to the lockbox
- Any transactions fully received and processed by the State within the ninety (90) calendar day transition period will be paid in accordance with the terms of the contract. Transactions received after this time may not be subject to payment.



- Maintenance and transition of telephone services, including current toll-free numbers;
- 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
- Proposed timeline for the transfer process.

OMIG must approve the Exit Transition Plan before it can be implemented.

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.

The current Contractor will 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 to providers and OMIG during the transition period.

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.

## **H. 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 will 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 will 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.

## **I. CONFIDENTIALITY CLAUSES**

All proposals, documents and materials submitted with a proposal will 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 New York State's 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 Offerors to claim the exemption from disclosure provided by this provision of law, Offerors must mark as "CONFIDENTIAL" any specific proprietary information contained in their proposal(s) that they wish to protect from further disclosure or dissemination. A blanket claim of confidentiality for the entire document will not suffice and will not meet this requirement.

BY THE ACT OF SUBMITTING A PROPOSAL IN RESPONSE TO THIS SOLICITATION, OFFERORS ACKNOWLEDGE THAT (1) THE SUBMISSION OF THE OFFEROR'S PROPOSAL WILL 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 Offerors. Simply stating a claim for exemption from disclosure or dissemination will not be binding upon OMIG or the State. In addition to so marking the information, Offerors 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 so, 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 will be deemed a waiver of any claim of confidentiality.

## **J. 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:

- the strengths and weaknesses of the Offeror's proposal; and
- 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) business days from notice of contract award. The debriefing will be scheduled within thirty (30) business days of receipt of written request by OMIG or as soon as practicable under the circumstances.

## **K. 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) business 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](mailto: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 will 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.

#### **L. TERM OF CONTRACT**

The contract resulting from this RFP will be effective January 7, 2024, or upon approval of OSC, whichever is later, and will run for three (3) years with two (2) optional 1-year renewals. The contract may be terminated by OMIG in accordance with Appendix B 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 will be effective.

#### **M. MINORITY AND WOMEN-OWNED BUSINESSES (MWBE) & EEO**

##### **General Provisions**

1. OMIG is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
2. The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OMIG, to fully comply and cooperate with OMIG in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities (EEO) for minority group members and women and contracting opportunities for certified minority and women-owned business enterprises (MWBEs). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR Part 142.8 will be a part of these requirements. These provisions will be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law

Article 15 (the "Human Rights Law") or other applicable federal, state, or local laws.

3. Failure to comply with all the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages, or enforcement proceedings as allowed by the Contract.

OMIG values the MWBE program and although it has not identified a NYS MWBE vendor capable of performing these services, MWBEs who believe they meet the eligibility requirements of a particular RFP are encouraged to submit a proposal as a prime or reach out to existing primes to offer their services as a subcontractor.

### **Contract Goals**

Per DMWBD direction, based upon the highly specialized nature of the work required, as well as the size and the general lack of interest/expertise available via the Directory for NYS Certified MWBE vendors available to provide these services, it was determined that a 0% goal is appropriate 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.

### **Equal Employment Opportunity (EEO)**

By submission of a proposal in response to this solicitation, the Offeror agrees with all the terms and conditions of Appendix A including Clause 12 – Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that the provisions of Appendix A, Clause 12 are included in every subcontract, where applicable, in such a manner that the requirements of these provisions will be binding upon each subcontractor as to work in connection with the State contract.

The following forms are required to ensure Offeror's compliance with the Equal Employment Opportunity requirements:

- **Staffing Plan (Form [EEO 100](#))**

To ensure compliance with the foregoing section, the Offeror will submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of this Contract broken down by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Offerors will complete the Staffing Plan form and submit it as part of their proposal or within a reasonable time thereafter, but no later than the time of award of the Contract.

A Contractor's failure to submit the Staffing Plan prior to the time required will result in the rejection of the proposal.

- **Workforce Employment Utilization/Compliance Report (Form [EEO 101](#))**

Once a contract has been awarded, the Contractor is responsible for updating OMIG on any changes to the Staffing Plan submitted. This information is to be submitted on a quarterly

basis during the life of the Contract to report the actual workforce utilized in the performance of the Contract broken down by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Workforce Employment Utilization/Compliance Report (Utilization/Compliance Report) must be submitted to report this information. Separate forms are to be complete for the Contractor and any subcontractor performing work on this Contract.

The Utilization/Compliance Report is to be completed for the quarters ending on March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup>, and December 31<sup>st</sup> and submitted to OMIG's BFM within fifteen (15) calendar days of the end of each quarter. If there are no changes to the workforce utilized on the Contract during the reporting period, the Contractor can submit a copy of the previously submitted report with the date and reporting period updated, indicating no change.

## **N. CONTRACTOR'S FORFEIT OF RIGHTS**

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

## **O. 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 will not be construed as relief of the Offeror's obligations, responsibilities, or liabilities under the contract.

All required insurances must be:

- Obtained at the sole cost and expense of the Offeror;
- 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;
- Insured with a carrier that is rated at least and "A" Class VII in the most recently published Best Insurance Report; and
- 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:**

- Must have a limit of not less than \$5,000,000 for each occurrence;
- Must be written on the ISO Occurrence form CG 00 01, or a substitute form

providing equivalent coverage;

- If such insurance contains an aggregate limit, it will apply separately per assignment per investigator (project) basis; and
- Coverage for the use of reasonable force to protect persons and property must be included.

2. Employee dishonesty coverage:

- Must have a coverage limit of not less than \$1,000,000;
- Must include money, securities, or property other than money and securities, including property in your care, custody, or control;
- Must include all employees including contract and temporary, whether identified or not, acting alone or in collusion with others; and
- A joint loss payable endorsement will be attached naming OMIG as loss payee due to any loss arising out of this contract.

3. Commercial Business Automobile Liability Insurance:

- Must have coverage limit not less than \$1,000,000 per accident; and
- Must cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.

4. Errors and Omissions Liability Insurance:

- Must have a limit of not less than \$5,000,000 per loss;
- Must apply to professional errors, acts, or omissions arising out of the scope of services covered by this contract;
- If the coverage is written on a claims-made policy, any applicable retroactive date precedes the effective date of this contract; and
- Continuous coverage will be maintained, or an extended discovery period exercised, for a period of not less than two (2) 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 will 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.

**P. VENDOR RESPONSIBILITY**

New York State 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 New York State 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 New York State VendRep System, Offerors should refer to the VendRep System Instructions available at [www.osc.state.ny.us/vendrep](http://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](mailto: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,” in the event that 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 New York State, 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.

## **Q. 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 New York State Agencies, and other authorized purchasers, subject to conditions and the Offeror's consent.

## **R. 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.

## **S. 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 as a result of this solicitation. In accordance with such laws, OMIG does not discriminate against individuals on the basis of national origin or citizenship.

## **T. NOTICES**

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

Any such notice will 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) calendar 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.

## **U. 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:

- Legal Name, Address, Federal Employer Identification Number (FEIN);
- Contact Person Name, Title, Telephone Number, Fax Number, E-mail Address;
- Services to be provided;
- Subcontract Agreement Term;
- A sample subcontract must be included in an appropriately tabbed "Appendices" section of the proposal; and
- 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.

## **V. OMIG'S RIGHTS RESERVED**

OMIG may:

- Withdraw the solicitation at any time, at the agency's sole discretion.
- Reject any or all proposals received in response to this solicitation.
- Choose to make no award.
- Award to several Offerors.
- Adjust or correct any arithmetical error in the proposal and so notify the Offeror.
- Waive or modify minor irregularities in proposals received after prior notification to the Offeror.
- Eliminate any mandatory, non-material specification that cannot be complied with by all the prospective Offerors.
- 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.
- Change any scheduled dates.
- Amend and modify the solicitation specifications after the release and so notify all vendors.
- Consider modifications to proposals at any time before the award is made, if such action is in the best interest of OMIG.

- 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.
- Find Offeror in breach if Offeror no longer meets staffing requirements set forth in this solicitation.
- Negotiate with Offerors, within the scope of solicitation requirements, to serve the best interests of OMIG.
- Begin contract negotiations with another Offeror in order to serve the best interest of OMIG in the event that OMIG is unsuccessful in negotiating a contract with the selected Offeror.
- Review the Offeror's records used in determining its proposal.
- Require the Offeror to demonstrate, to the satisfaction of OMIG, any feature(s) presented as a part of its proposal.
- 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.
- 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.
- Invalidate an Offeror's scores at any time during the evaluation process if the Offeror's proposal is deemed non-responsive or is disqualified.
- 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.
- 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.
- 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.
- Submission of an invoice and payment, or electronic transmission, thereof by OMIG will 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.

## **W. 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:

- OMIG reserves the sole right of judgment and acceptance of an Offeror's written proposal and/or interview.
- The Offeror's proposal must remain in effect for ninety (90) calendar 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 will be notified of such rejection.
- The Offeror certifies that, if selected, all services described under Section II, Scope of Work can and will be provided.
- The Offeror warrants that, if selected, it will not delegate or subcontract its responsibilities under the contract without prior written approval from OMIG.
- Written subcontracting agreements must be submitted for review and approval by OMIG before any subcontracting arrangement may take place.
- The Offeror warrants that all information provided in connection with this proposal is true and accurate.
- 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.
- New York State law requires that a proposal will 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.
- The successful Offeror agrees that no New York State 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.
- 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.

## **X. IT SECURITY LANGUAGE**

At the discretion and determination of the agency, the vendor will, in consultation with the agency, establish all necessary agreements to secure the required data resources.

## **Y. 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>.

## **Z. 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 will 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 will inure to the benefit of any insurer or other Third-Party.

## **IX. STANDARD CONTRACT REQUIREMENTS**

### **A. 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 New York State 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 the Office of the Medicaid Inspector General.

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 will 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). The New York State Department of Health 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 New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State 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:

- Contractor Certification (ST-220-TD)  
[http://www.tax.ny.gov/pdf/current\\_forms/st/st220td\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf)
- Contractor Certification to Covered Agency (ST-220-CA)  
[http://www.tax.ny.gov/pdf/current\\_forms/st/st220ca\\_fill\\_in.pdf](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-I 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.

## **B. 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

### 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.

### 6. Attachment 6 – Third-party Identification and Recovery Data Files

For cost avoidance purposes, the current frequency of data matching is at least monthly for all carriers except two, which are quarterly.

### 7. Attachment 7 - Third-party Insurance File Matches

The Offeror must have carrier matching agreements in place, at minimum, with the following insurance carriers, prior to the start of the contract.

### 8. Attachment 8 –List of Current Medicaid Third-party Match and/or Recovery Services contracts

List up to five (5) Medicaid TPL Match and/or Recovery contracts for which the Offeror is currently engaged and for each, include the Contact Name, Contact Phone, state for which the services are being performed, the contract number, beginning and end dates, and indicate which scope of service(s)/module(s) are being performed by the Offeror within each particular contract. The OMIG will confirm that the information is accurate.

Currently held Medicaid TPL Match and/or Recovery Contracts involving any or all of the work outlined within the three (3) modules described in the Scope of Work may be provided but maximum points per contract may only be achieved for contracts where all three (3) modules are being performed and are being done so for a state/federal-administered Medicaid program.

# Cost Proposal Form

## New York State Office of the Medicaid Inspector General Cost Proposal Form For Third-Party Liability Match and Recovery Services (TPL)

To Whom It May Concern:

The Offeror indicated below agrees to perform all Medicaid Third-Party Liability Match and Recovery Services as specified herein for the following bid price:

\$ \_\_\_\_\_ **Per Segment Fee** (Module 1)

\_\_\_\_\_ % **Contingency Fee Percentage** (Module 2)

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**Name and title of person authorized to submit Cost Proposal**

\_\_\_\_\_  
**Signature** / /  
**Date**

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**FEDERAL ID NUMBER**

**COMPANY/OFFEROR**

( )
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**\*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 23-03 Financial Proposal".**

## Attachment 1 - Offeror's Checklist

### (To be completed and included with Proposal)

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

1.	<b>Scope of Work (Overview)</b>	M, D	Response on Proposal Page #s
	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 shall they access any OMIG protected health information outside of the United States without OMIG's prior written consent	<b>M</b>	
	The Offeror must meet all reporting requirements of all work performed as defined in the Required Project Reporting section.  The Offeror must have the ability to accommodate process enhancements, improvements, and/or expansion into new work areas to accomplish the mission of OMIG.	<b>M</b>	
	The Offeror must have the technical capability to interface with computer systems in specified formats necessary to accomplish Third-Party recoveries. This also requires online FTP transfers of large data files in a secure environment.	<b>M</b>	
	The Contractor must submit a work plan, by project module, for approval by OMIG within thirty (30) business days of approval of the Contract. The work plan must be approved, in writing, each subsequent year prior to December 1st and before any additional audit work may begin. Each year the work plan must contain an updated organizational chart, description of their education and outreach program, and a detailed description of the Contractor's performance against its goals in the prior year, and goals for the upcoming year including descriptions of each planned audit project under the TPL contract.	<b>M</b>	
	Each project module must include an objective, general requirements, scope, prohibitions, criteria, specifications, method of recovery, and reimbursement.	<b>M</b>	
	Provide a description of activities, techniques, and methodologies that will be used to conduct retroactive recovery reviews.	<b>D</b>	

	<p>OMIG's expert reviewers will consider the viability and innovation of the proposed data analysis techniques to identify additional retroactive recovery reviews in new areas that are not currently being reviewed.</p>	<p><b>D</b></p>	
	<p>The Contractor, at its own expense, will ensure that varying communication and language needs are addressed. The Offeror must maintain a Provider Relations Unit with professional staff required to perform the following tasks:</p> <ul style="list-style-type: none"> <li>• Train and supervise clerical and line staff in the provider relations and recovery functions, State regulations, policies, and processes.</li> <li>• Review responses the provider may submit, refuting Third-Party liability.</li> <li>• Determine the adequacy of provider response regarding the existence of Third-Party coverage. If the response is adequate the claim will not be voided.</li> <li>• Respond to provider inquiries regarding the initial mailings and provide explanations before and after the Medicaid recovery has occurred.</li> <li>• Investigate and resolve provider disagreements resulting from voiding of claims.</li> <li>• Perform queries of the Third-Party database as requested or necessary.</li> <li>• Prepare void and adjustment files for MMIS submission and fiscal reporting.</li> <li>• Reconcile void and adjustment files to MMIS output reports.</li> <li>• Troubleshoot with OMIG and DOH staff to accurately make recoveries and adjustments to provider claims to maintain the integrity of the MMIS claiming system.</li> <li>• Pursue follow-up on outstanding accounts receivables</li> <li>• Investigate and resolve denial reasons including but not limited to: <ul style="list-style-type: none"> <li>• Untimely filing</li> <li>• Duplicate claim/payment</li> <li>• Client not eligible at time of service</li> <li>• No prior authorization</li> </ul> </li> </ul>	<p><b>M</b></p>	

	<ul style="list-style-type: none"> <li>• Formulary not on file, etc.</li> <li>• Provide professional, prompt, and courteous customer service. Staff must greet the caller and identify themselves by name when answering, treat all callers with dignity, and respect the caller's right to privacy and confidentiality.</li> <li>• Provide translation and/or interpretation services when requested.</li> <li>• Ensure that personnel responding to inquiries and requests are fully trained and knowledgeable about New York State Medicaid standards and protocols, the Third-Party Liability program, and recovery processes.</li> <li>• Ensure all electronic email responses are HIPPA-compliant when responding to inquiries and requests.</li> <li>• Provide enough properly functioning toll-free telephone numbers/line (in-state and out-of-state) for providers to call for services as described in this RFP. The Contractor must provide the toll-free customer service number in all provider correspondence.</li> <li>• Contractor must have staff available to handle all toll-free customer service telephone calls during hours of (8:00am-5:00pm) in the Eastern Time zone, and the scale-ability to handle any additional call volume as it may become necessary.</li> <li>• The Contractor must compile and maintain provider approved addresses and points of contact for customer service responses.</li> <li>• The Contractor must maintain a log of communications between the provider and the Contractor for all reviews/audits.</li> <li>• Agree to relinquish ownership of the toll-free telephone numbers upon contract termination, at which time OMIG will take title to these numbers; any amount owing on these numbers will be the sole obligation of the Contractor.</li> <li>• Provide sufficient fax and electronic document capabilities with sufficient memory or buffers to handle multiple incoming and outgoing transmissions. There must be a written backup plan to implement in the event of a fax system failure.</li> <li>• The Contractor must accept provider submissions of electronic medical records on CD/DVD or via facsimile at the providers' request.</li> </ul>		
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1A.	Scope of Work (Module 1 – PPIV)	M, D	Response on Proposal Page #s
	The Offeror must describe in its work plan the specific functions of identifying and verifying new commercial insurance coverage and loading updated TPL information to the MMIS. Additionally, this information may be provided to any other State agency for cost avoidance purposes.	M	
	<p>Present a thorough description of the activities, techniques, and methodologies that will be used to execute PPIV identification, verification, and uploading new insurance coverage to MMIS. The following are examples of the criteria that will be considered by OMIG's SME reviewers during their review of responses to this module:</p> <ul style="list-style-type: none"> <li>• Quality of the PPIV Plan (e.g., frequency of file matching, timeliness of uploads of coverage following carrier match, quality assurance measures);</li> <li>• Shows innovation with proposal, projects, and ideas that supplement the PPIV Module (e.g., expertise, new technologies, enhancements, new resources an Offeror can provide);</li> <li>• Demonstrates information technology capability necessary to accomplish the project scope.</li> </ul>	D	
	The Offeror must have the technical ability to match with private insurance carriers, employment unions, military, and State agency databases. The Offeror must upload new insurance segments following business rules approved by OMIG	M	
	<p>At a minimum, the Offeror must possess the following capabilities:</p> <ul style="list-style-type: none"> <li>• Direct inquiry to insurance carriers;</li> <li>• Online electronic capabilities;</li> <li>• Highly accurate quality control process;</li> <li>• Proficient carrier relations staff;</li> <li>• LDSS, NYSoH, and Other State Agency interaction capability;</li> </ul>	M	

	<ul style="list-style-type: none"> <li>Reconcile weekly loads to the MMIS Third-Party database with output reports; and</li> <li>Meet MMIS specifications for updating and corrective action</li> </ul>		
	In addition to Medicaid, the current contract includes Child Medical Support Enforcement data matching for the IV-D program in the Office of Temporary & Disability Assistance. The Offeror must continue to provide the services outlined in “Cost Avoidance for the IV-D Program”.	<b>M</b>	
<b>1B.</b>	<b>Scope of Work (Module 2 – Third-Party Retroactive Recovery Projects)</b>	<b>M, D</b>	<b>Response on Proposal Page #s</b>
	<p>The Offeror must present a thorough description of the activities, techniques, and methodologies that will be used to execute payment reviews and may include identification of new or novel approaches. The following is a listing of some of the criteria that may be considered by OMIG’s subject matter experts (SME) during their review of responses to this component:</p> <ul style="list-style-type: none"> <li>Demonstrates the use of Data Mining Techniques and analytical tools in its proposed projects/ideas;</li> <li>Demonstrates a comprehensive understanding of healthcare policy</li> <li>The quantity and quality of automated and complex reviews considering multiple Provider types and services;</li> <li>Shows innovation.</li> </ul>	<b>M</b>	
	<p>The Offeror must describe in its work plan the specific functions of TPL recoveries including but not limited to, direct billing carriers, conducting provider reviews, and Medicaid managed care reviews.</p> <p>Upon the final determination of an overpayment, the Contractor will be responsible for the recovery of such payments by implementing and administering a Medicaid recoveries process established and directed by OMIG.</p>	<b>M</b>	
	OMIG’s evaluation team may take into consideration any applicable, creative, viable, innovative, or constructive solutions that the Offeror proposes to meet or exceed the mandatory requirements of this section.	<b>D</b>	



	<p>The Offeror must establish a comprehensive recovery process that includes the following:</p> <ul style="list-style-type: none"> <li>• Implementation and administration of a recovery process, directed by OMIG, including utilization of a lockbox and/or automated clearing house (ACH) payments, which serves as a repository for Medicaid recoveries. The Contractor cannot remove money from the lockbox; however, is required to monitor the lockbox activity;</li> <li>• The Contractor must develop policies and procedures for maintaining any and all requested documentation needed by OMIG for implementing and administering the recovery process (such as photocopies of checks received by providers, collection letters to providers, repayment agreements, etc.).</li> <li>• The Contractor must update the Collections Case Tracking System in real-time in accordance with requirements and timeframes set by OMIG;</li> <li>• At minimum, two members of the Offeror's staff must account for all claims on its accounts receivable system, posting of payments received, refunds issued for accuracy, and information entered into the Collections Case Tracking System. State staff will reconcile the bank statements and approve fee payments based on verified recovery amounts.</li> <li>• The State will arrange for the periodic sweeping of funds from this account or other transfer arrangement;</li> <li>• Must comply with the applicable requirements of state and federal laws and regulations, and specifically, but not limited to, the provisions of 18 NYCRR Part 518.</li> <li>• Must train and supervise the Offeror's staff in the provider relations and recovery functions, State regulations, policies and processes;</li> <li>• Must review provider responses, including documentation for the Medicaid payment, remittance statements, and any other documentation the provider may submit;</li> <li>• Must determine incomplete or inadequate responses and notify the Provider, in writing, that the response to the Contractor's request for recovery is incomplete;</li> <li>• Must respond to provider inquiries in a timely manner, as determined by OMIG, regarding the initial mailings and provide explanations before and after the Medicaid recovery has</li> </ul>	<p><b>M</b></p>	

	<p>occurred;</p> <ul style="list-style-type: none"> <li>• Must investigate and resolve provider disagreements resulting from the request for recovery;</li> <li>• Must seek assistance from OMIG staff immediately for providers whom the Contractor is unable to provide successful customer service.</li> <li>• Must perform reconciliations and document Medicaid recoveries, as requested or necessary, and to reconcile recoveries with the monthly status report. This includes the reconciliation of recoveries by their designated project number. Performed and documented reconciliations must be verified by a second Contract staff member prior to OMIG submission;</li> <li>• Must prepare fiscal reports on recoveries, as required;</li> <li>• Must maintain documentation from providers who authorize the Contractor to void and/or adjust claims on the provider's behalf.</li> <li>• Must develop policies and document the reconciliation of checks that are sent to the wrong lockbox and/or are made out to unacceptable payees.</li> <li>• Must develop policies and document improper refunds that are issued to providers. The Contractor must report to OMIG that an improper refund was issued to a provider within five (5) business days of discovery. The Contractor must develop mechanisms for identifying and recovering the improper refund. If recovery of the improper refund is not accomplished within sixty (60) calendar days, then OMIG will reduce the Contractor's contingency fee payment by the improperly issued refund amount (inclusive of interest).</li> <li>• Must develop internal procedures, consistent with OMIG requirements and timeframes, including but not limited to, obtaining and monitoring repayment agreements, reacting to payment interruptions via phone, email, and mail communications to providers, assisting with hardship requests, making referrals for OMIG withholds, monitoring/updating receivables, submitting collections weekly action reports, imposing pre-collections and post-collections interest, reporting on pre-collections and post-collections interest, monitoring recoveries including lockboxes/ACH account and voided claims, submitting judgment lien filing documents to OMIG, reporting unpaid liabilities to OMIG for referral to the AG, and reporting on approved write-offs.</li> <li>• Must resolve discrepancies with OMIG and provider staff to accurately document recoveries, inclusive of the Contractor's</li> </ul>		
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	payment voucher submissions, within five (5) business days.		
	OMIG's evaluation team may take into consideration any applicable, creative, viable, innovative, or constructive solutions that the Offeror proposes to meet the mandatory requirements of this section.	<b>D</b>	
<b>1C.</b>	<b>Scope of Work (Module 2 – DARS/FARS)</b>	<b>M, D</b>	<b>Response on Proposal Page #s</b>
	Under OMIG's direction, the Offeror must develop a recovery process that utilizes the known Third-Party liability coverage information maintained on MMIS.	<b>M</b>	
	Upon completion of the review, the Contractor must first notify OMIG of their findings and upon OMIG approval, notify providers of the audit results, in accordance with Title 18 of the Official Compilation of the Codes, Rules and Regulations of the State of New York (NYCRR) Part 517. Following issuance of a Draft Audit Report (DAR) and prior to the issuance of a Final Audit Report (FAR), the Contractor will be required, unless otherwise directed by OMIG, to review any supporting documentation or arguments from the provider that may alter the determination of an overpayment.	<b>M</b>	
	These procedures may include but are not limited to distributing audit exhibits to providers, obtaining and monitoring repayment agreements, reacting to payment interruptions via phone, email, and mail communications to providers, assisting with hardship requests, making referrals for OMIG withholds, monitoring/updating receivables, submitting collections weekly action reports, imposing pre-collections and post-collections interest, reporting on pre-collections and post-collections interest, monitoring recoveries including lockboxes/ACH account and voided claims, conducting voids and/or adjustments on behalf of a provider, submitting judgement lien filing documents to OMIG, reporting unpaid liabilities to OMIG for referral to the AG, and reporting on approved write-offs.	<b>D</b>	
	The contractor will be required to provide data in a standard format, with all required fields, as directed by OMIG, to support reporting and other business processes for audit tracking and integration within OMIG Fraud Activity Comprehensive Tracking System (FACTS).	<b>M</b>	

	OMIG's SME reviewers will consider the applicability, creativity, viability, and degree of innovation of the proposed customer service measures that are presented by the Offeror.	D	
<b>2.</b>	<b>Secure Web Based Provider Portal</b>	M, D	<b>Response on Proposal Page #s</b>
	To track and support audit activity, the Contractor will be responsible for creating and maintaining a secure web-based provider portal that OMIG staff can directly access. Tracking should be by both claim and designated OMIG project number.	M	
	<ul style="list-style-type: none"> <li>• Within three (3) months of the Contract begin date, the Contractor must create a secure, HIPAA-compliant, password-protected, web-based system for managing reviews and audits, and tracking review and audit findings.</li> <li>• OMIG will require agency access credentials to the Contractor's secure web-based provider portal within the same period described above.</li> <li>• The system must have the ability to do the following: <ul style="list-style-type: none"> <li>• To be securely accessed by providers who are being reviewed or audited; or have been audited by the RAC to allow them to determine the status of their review or audit.</li> </ul> </li> <li>• The secure web-based provider portal must at a minimum contain: bill provider ids, NPIs, provider names, and FACTS case project numbers. Fields may be subject to change, at OMIG's request.</li> <li>• Providers must have the ability to submit requested documentation and/or medical records to the Contractor via the portal. The secure web-based provider portal must include the ability for providers to upload documents, access and view uploaded documents, and must list a date and time stamp for all provider entries.</li> <li>• The secure web-based provider portal also must include the ability for providers to consent to having the Contractor void or adjust claims on the provider's behalf. The secure web-based provider portal must capture an electronic affirmation from the provider and a timestamp of the affirmation.</li> <li>• The Contractor must inform OMIG within thirty (30) calendar</li> </ul>	M	

	<p>days of any changes to their information technology systems.</p> <ul style="list-style-type: none"> <li>• The Contractor must ensure that secure protection, backup, and disaster recovery measures are in place and operational as of the start of the contract and for the duration of the contract and will ensure the integrity of the data and availability of data to OMIG.</li> <li>• All provider submissions received by the Contractor, under this project, will be the sole property of New York State and, upon request, must be provided to OMIG in a format approved by OMIG.</li> <li>• Within 30 calendar days of separation, the Contractor will provide OMIG a final data extract of documentation stored within the secure web-based provider portal that encompasses the entire contract term. If this data extract is not provided within this timeframe, final payment will be withheld or the amount equivalent to all outstanding provider collections will be due to the agency until the information is provided.</li> </ul> <p><b><i>Requirements of this secure web-based provider portal may be subject to change.</i></b></p>														
	<p>OMIG's evaluation team may take into consideration any applicable, creative, viable, innovative, or constructive solutions that the Offeror proposes to meet the mandatory requirements of this section.</p>	<b>D</b>													
<b>3</b>	<b>Recovery Claims Database</b>	<b>M, D</b>	<b>Response on Proposal Page #s</b>												
	<p>The Offeror must have appropriate security measures in place to protect health information to comply with HIPAA and HITECH requirements. The TPL Recovery Claims Database must include all components of the specific claim lines required by OMIG. The following is a list of the currently required fields; however, additional fields may be added or subject to change at OMIG's request:</p> <table border="1" data-bbox="230 1499 1151 1793"> <thead> <tr> <th data-bbox="230 1499 721 1549">ELECTRONIC SUBMISSIONS</th> <th data-bbox="721 1499 1151 1549">RECOVERED BY CHECK</th> </tr> </thead> <tbody> <tr> <td data-bbox="230 1549 721 1600">• BILL_PROV_ID</td> <td data-bbox="721 1549 1151 1600">• OCN</td> </tr> <tr> <td data-bbox="230 1600 721 1650">• MBR_ID</td> <td data-bbox="721 1600 1151 1650">• TCN</td> </tr> <tr> <td data-bbox="230 1650 721 1701">• DOS</td> <td data-bbox="721 1650 1151 1701">• CHECK_NUM</td> </tr> <tr> <td data-bbox="230 1701 721 1751">• OCN</td> <td data-bbox="721 1701 1151 1751">• AMT_TRANSACTED</td> </tr> <tr> <td data-bbox="230 1751 721 1801">• TCN</td> <td data-bbox="721 1751 1151 1801">• NAMI_INDICATOR</td> </tr> </tbody> </table>	ELECTRONIC SUBMISSIONS	RECOVERED BY CHECK	• BILL_PROV_ID	• OCN	• MBR_ID	• TCN	• DOS	• CHECK_NUM	• OCN	• AMT_TRANSACTED	• TCN	• NAMI_INDICATOR	<b>M</b>	
ELECTRONIC SUBMISSIONS	RECOVERED BY CHECK														
• BILL_PROV_ID	• OCN														
• MBR_ID	• TCN														
• DOS	• CHECK_NUM														
• OCN	• AMT_TRANSACTED														
• TCN	• NAMI_INDICATOR														

• LINE_NUM	• MBR_ID
• AMT_TRANSACTED	• DOS
• PROJECT_NUMBER	• BILL_PROV_ID
	• PROJECT_NUMBER

The New York State Medical Assistance data, as maintained in MMIS, will always be considered the correct data if there are ever any discrepancies between Offeror and Medicaid data.

OMIG must be able to remotely extract data from the Offeror's TPL Recovery Claims Database.

The Offeror must inform OMIG in advance of any changes to information technology systems that would affect the Offeror's ability to fulfill the obligations of this RFP.

The Offeror must supply a secure, HIPAA compliant methodology for data exchange per OMIG's specifications. This can be in the form of a secure website that the Offeror gives OMIG access to, a secure database connection that allows OMIG to access the Offeror's data directly, or any other OMIG-approved technology that is secure and HIPAA compliant.

The Offeror must ensure that secure protection, backup, and disaster recovery measures are in place and operational as of the start of the contract and for the duration of the contract and must ensure the integrity of the data and availability of data to OMIG.

The Offeror's Recovery Claims Database must be compatible with any new MMIS system adopted by the State during the term of the contract.

All data files and programs (claim data and query results) created under this project shall be the sole property of the State and, upon request, must be provided to OMIG in a format approved by OMIG.

Within thirty (30) calendar days of separation, the Contractor will provide OMIG a final data extract encompassing the entire contract term. If this data extract is not provided within this timeframe, final payment will be withheld or the amount equivalent to all outstanding provider collections will be due to the agency until the information is provided. Requirements of this recovery claims database may be subject to change.

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

	OMIG's evaluation team may take into consideration any applicable, creative, viable, innovative, or constructive solutions that the Offeror proposes to meet the mandatory requirements of this section.	D	
<b>4</b>	<b>Collections Case Tracking System</b>	M, D	<b>Response on Proposal Page #s</b>
	<p>The contractor must build and maintain a Collections Case Tracking System that will be operational for all projects within three (3) months of the Contract begin date. OMIG will require credentials to the system within the same period described above. The system must have the ability to do the following:</p> <p>The Collections Case Tracking System must at a minimum contain: bill provider ids, NPIs, provider names, FACTS case project numbers, financial control numbers (FCNs), and case ledger data (such as receipt amounts for checks/ACHs/withholds/voids, check numbers, ACH confirmation numbers, refund/returned transaction amounts, deposit/transaction dates, offsets, uncollectables, etc.). Fields may be subject to change, at OMIG's request.</p> <p>The contractor must update the system in real-time, documenting collection activities as they occur. The required information includes but is not limited to: eMedNY receivable information, post-collections interest calculations, case ledger data in a format dictated by OMIG including but not limited to for voids, withholds, checks, ACHs, refunds, and write-offs, documentation of communications with the provider and/or their representative including emails, letters, and phone calls, follow-up dates for impending collections actions, other general collections case notes, contact information for the provider and/or their representative, documentation of repayment terms, documentation of hardship requests, determinations, and renewals, and current case status (open or closed).</p> <p>The Contractor must establish a secure database connection that allows OMIG to remotely access, query, extract, and export data from the Collections Case Tracking System through OMIG provisioned access credentials.</p> <p>The Contractor must inform OMIG within thirty (30) calendar days of any changes to their information technology systems.</p> <p>The contractor must ensure that secure protection, backup, and disaster recovery measures are in place and operational as of the start of the contract and for the duration of the contract and will</p>	M	

	<p>ensure the integrity of the data and availability of data to OMIG.</p> <p>All information saved in the system, under this project, will be the sole property of New York State, and upon request, must be provided to OMIG in a format approved by OMIG.</p> <p>Within 30 calendar days of separation, the Contractor will provide OMIG a final data extract of documentation stored within the system that encompasses the entire contract term. If this data extract is not provided within this timeframe, final payment will be withheld or the amount equivalent to all outstanding provider collections will be due to the agency until the information is provided.</p> <p><i>Requirements of this system may be subject to change.</i></p>		
	<p>OMIG's evaluation team may take into consideration any applicable, creative, viable, innovative, or constructive solutions that the Offeror proposes to meet the mandatory requirements of this section.</p>	<b>D</b>	

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

<b>5.</b>	<b>Offeror References (Third-party Liability Match &amp; Recovery &amp; PPIV Experiences)</b>	<b>M, D</b>	<b>Response on Proposal Page #s</b>
A1.	<p>It is mandatory that all Offerors provide at least three (3) client references, for which they have performed Third-party Liability Match &amp; Recovery reviews within the last three (3) years. If more than three (3) references are submitted, they will be contacted in the order they appear in the proposal until three (3) interviews are completed.</p>	<b>M</b>	
A2.	<p>The references will be graded upon quality of work performed for each reference.</p>	<b>D</b>	
B3	<p>It is mandatory that all Offerors provide at least three (3) client references, for which they have performed specific functions of identifying and verifying new commercial insurance coverage within the three (3) years. If more than three (3) references are submitted, they will be contacted in the order they appear in the proposal until three (3) interviews are completed.</p>	<b>M</b>	
B4	<p>The references will be graded upon quality of work performed for each reference.</p>	<b>D</b>	



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

6.	Office and Staffing Requirements	M, D	Response on Proposal Page #s
A.	<p>It is mandatory that all Offerors provide a current organizational chart that lists <b>all</b> positions (including staff who are sub-contractors and their sub-contracting company, if applicable), location of staff, name and title, contract assignment, and full-time equivalents (FTEs) who would be assigned solely to New York State's Contract. The vendor is responsible for notifying OMIG of all onboarding and offboarding of all staff including subcontractors. Notification must be sent to OMIG at least fourteen (14) calendar days in advance, or as soon as any known onboarding or offboarding changes occur.</p>	<b>M</b>	
B1.	<p>It is mandatory that all Offerors provide résumés for all Key Personnel. Key Personnel must be full-time employees solely designated to New York State's TPL Contract. A single individual may not hold more than one key position unless otherwise approved by OMIG. The Offeror must notify OMIG at least five (5) business days in advance, or as soon as any change in key personnel is known.</p> <ul style="list-style-type: none"> <li>• <u>IT Specialist</u> The IT Specialist must have a minimum of three (3) years' experience in information technology.</li> <li>• <u>Project Director</u> The Project Director must have, at a minimum, three (3) years of experience in Healthcare Program Integrity/Compliance.</li> <li>• <u>Project Manager</u> The Project Manager must have, at a minimum, three (3) years of experience in Healthcare Program Integrity/Compliance.</li> <li>• <u>PPIV Project Manager</u> The PPIV Project Manager must have, at a minimum, three (3) years of experience in Healthcare Program Integrity/Compliance.</li> <li>• <u>Certified Professional Coder</u></li> </ul>	<b>M</b>	

	The Certified Professional Coder must have an active professional coding certification from a recognized credentialed program. The Certified Professional Coder must have, at a minimum, three (3) years of relevant work experience.		
	The Offeror must have the following support personnel accessible: <ul style="list-style-type: none"> <li>○ <u>Customer Service Representative(s)</u></li> <li>○ <u>Attorney who is licensed to practice in New York State</u></li> <li>○ <u>Quality Improvement Manager</u></li> <li>○ <u>Insurance Verifier(s)</u></li> </ul>	<b>M</b>	
B2.	Résumés will be scored based upon number of years of experience of identifying and verifying new commercial insurance coverage.	<b>D</b>	
B3	Résumés will be scored based upon number of years of experience with a comprehensive TPL retroactive recovery process.	<b>D</b>	

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: \_\_\_\_\_

## 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

## Attachment 6 – Third-party Identification and Recovery Data Files

*For cost avoidance purposes, the current frequency of data matching is at least monthly for all carriers except two, which are quarterly.*

<b><u>DATA FILE REFERENCE</u></b>	<b><u>FREQUENCY</u></b>	<b><u>SOURCE</u></b>
S-F-100-DW Analytical Extract – Claims	Weekly	DOH
B-ADR-SPN-TB Client Case Address Span File	Monthly	DOH
B-COE-SPN-TB Client Case Eligibility Span File	Monthly	DOH
B-DEM-SPN-TB Client Case Demographic Span File	Monthly	DOH
P-F-400 Provider TP Interface Output File	Monthly	DOH
P-F-401 Provider Address Table Extract	Monthly	DOH
R-F-400 Procedure Base File	Monthly	DOH
R-F-401 Procedure Category of Service File	Monthly	DOH
R-F-402 Procedure Provider Specialty File	Monthly	DOH
R-F-403 Procedure Place of Service File	Monthly	DOH
R-F-404 Procedure Medicare Coverage File	Monthly	DOH
R-F-405 Procedure Pricing File	Monthly	DOH
R-F-406 Drug Base File	Monthly	DOH
R-F-407 Drug Category of Service File	Monthly	DOH
R-F-408 Drug Miscellaneous File	Monthly	DOH
R-F-409 Drug Pricing File	Monthly	DOH
R-F-410 Procedure Client File	Monthly	DOH
T-F-059 TPL Buy in Span Table Extract File	Monthly	DOH
T-F-060 TPL Medicare Span Table Extract File	Monthly	DOH
T-F-xxx TPL Medicare Span Part D Extract File	Monthly	DOH
T-F-061 TPL Carrier Address Extract File	Monthly	DOH
T-F-062 TPL Carrier Table Extract File	Monthly	DOH
T-F-063 TPL Good Cause Table Extract File	Monthly	DOH
T-F-064 TPL Coverage Client Table Extract File	Monthly	DOH
T-F-065 TPL Policy Coverage Code Table Extract File	Monthly	DOH
T-F-067 TPL Policy Table Extract File	Monthly	DOH
T-F-070 TPL HIC Table Extract File	Monthly	DOH
T-F-003 TPL Offeror Resource Update File	Monthly	Offeror
SDX File (discontinued)	Monthly	DOH
Bendex File	Monthly	DOH
Medicare EDB Finder File	Monthly	CMS
MMA File	Monthly	DOH
OTDA Absent Parent File	Monthly	OCSE
OTDA Adds Tape	Monthly	Offeror
PPIV Submission File	Weekly	Offeror
PPIV Activity Report	Weekly	DOH
PPIV Error Report	Weekly	DOH
PPIV Suspected Duplicate Report	Weekly	DOH
Potential Coverage Report	Monthly	DOH

**DATA FILE REFERENCE****FREQUENCY****SOURCE**

SSI Referrals	Monthly	DOH
New York Void and Adjustment Trigger File	Bi-Weekly	Offeror
New York Void and Adjustment Transaction Report	Weekly	DOH
New York Credit History Report	Bi-Weekly	DOH
Workers Compensation Board Extract	Quarterly	WCB
New York City Employees Benefits File	Quarterly	NYC
New York State Employees Benefits File	Quarterly	DCS
EPIC Eligibility File	Monthly	EPIC
EPIC Paid Claims File	Monthly	EPIC
EPIC Pharmacy Provider File	Monthly	EPIC
EPIC COB File	Monthly	EPIC



## Attachment 7 - Third-party Insurance File Matches

The Offeror must have carrier matching agreements in place, at minimum, with the following insurance carriers, prior to the start of the contract.

Company	PBM
BCBS Empire	Express Script
United Healthcare	Optum RX
BCBS Excellus	Medimpact
Group Health Incorporated (GHI)	Express Script
Aetna	Aetna RX
BCBS NJ Horizon	Prime Therapeutics
CIGNA	Argus
BCBS Western NY (Healthnow)	Express Script
HIP Health Plan of NY	Express Script
1199 SEIU Benefit Funds	Express Script (Medco)
MVP Health Care	Caremark
AARP	Optum RX
Anthem West (Unicare, Blue Cross CA, BCBS GA, BCBS CO)	Express Script
Independent Health Association	Internal
Capital District Physicians Health Plan (CDPHP)	Caremark
POMCO Group	Express Script (Medco)
MagnaCare	Express Script (Medco)
Federal Employee Program (FEP)	Caremark
EBS RMSCO	Caremark
BCBS MA	Express Script
1199 SEIU Benefit Fund (Dental)	N/A
CIGNA Dental	N/A
Davis Vision	N/A
Delta Dental	N/A
Humana EM (Dental)	N/A
United HealthCare CDB (Spectra Vision)	N/A

Attachment 8 –List of Current Medicaid Third-party Match and/or Recovery Services contracts

List up to five (5) Medicaid TPL Match and/or Recovery contracts for which the Offeror is currently engaged and for each, include the Contact Name, Contact Phone, state for which the services are being performed, the contract number, beginning and end dates, and indicate which scope of service(s)/module(s) are being performed by the Offeror within each particular contract. The OMIG will confirm that the information is accurate.

Currently held Medicaid TPL Match and/or Recovery Contracts involving any or all of the work outlined within the three (3) modules described in the Scope of Work may be provided but maximum points per contract may only be achieved for contracts where all three (3) modules are being performed and are being done so for a state/federal-administered Medicaid program.

Contact Name	Contact Phone	State	Contract #	Begin Date	End Date	PPIV	TPL Recovery
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>

## 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
	APPENDIX B	Reserved
	APPENDIX C	Reserved
	APPENDIX D	Reserved
<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 checked="" type="checkbox"/>	APPENDIX K	Affidavit of Sexual Harassment Prevention Certification
<input type="checkbox"/>	APPENDIX L	Information Security & Privacy Provisions
	APPENDIX X	APPENDIX X

### 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
<input checked="" type="checkbox"/>	Attachment 6	Third-party Identification and Recovery Data Files
<input checked="" type="checkbox"/>	Attachment 7	Third-party Insurance File Matches
<input checked="" type="checkbox"/>	Attachment 8	List of Current Medicaid Third-party Matches