

**New York State Department of Health
Office of Health Insurance Programs**

Request for Proposals (RFP) #20242: Consultative Examinations for Medicaid Eligibility

**Questions and Answers
Posted February 1, 2023**

Question #	Corresponding RFP Section	Question	Answer
1.	General	Is the use of autodialing and texting technology in the scheduling process allowable?	No.
2.	General	Is it permissible to perform the mailing using a third-party vendor?	If the contracting agency would like to use a third-party vendor for mailing, the contracting agency must obtain written permission from The Department. The Department reserves the right to approve or deny such request.
3.	General	Is it possible to use different reports/forms to send back information regarding scheduling? Reviewing the exhibits, the forms referenced do not look to be official DOH forms and therefore customizable.	There is flexibility in the design of the form, but all content must be approved by The Department's State Disability Review Unit (SDRU) prior to use.
4.	4.3.3 Security Requirements (Page 8)	Attachment L: The link to this document is not working. Could you please provide us with a copy of Attachment L, Security Requirements for our review?	Please see Amendment 2
5.	4.4.2 Staffing Requirements (Page 8)	This section references provider credentials. The Social Security Administration now recognizes Physician Assistants (PA) and Nurse Practitioners (NP) as acceptable sources to provide Social Security Disability Examinations. Are PA's and NP's able to perform examinations under this contract?	Yes. Please see Amendment 2 .
6.	4.4.11 Staffing Requirements (Page 9)	This section states the Consultant Enrollment form for each staff person must be completed as an original and only by the Chief Medical Physician in each location. The form must be signed and dated by each physician in blue ink. These forms are usually completed by the physician providing examinations and serve as an attestation. Please clarify what is meant by Chief Medical Physician in this instance. Is the doctor or psychologist who is to provide examinations at each location to complete, sign and date the form?	Please see Amendment 2 . If a chief medical physician is not available, the doctor/psychologist who is to provide the examinations at each location may complete, sign, and date the form.

Question #	Corresponding RFP Section	Question	Answer
7.	4.5.7 General Requirements (Page 9)	This section states estimated volumes are referenced in Exhibit 8. We find Exhibit 8 to contain Examination forms. Exhibit 9 contains estimated Examination volumes. Please clarify.	Please see Amendment 2 .
8.	4.6.10 Appointment Scheduling Process (Page 11)	Can you please clarify if this form for Exhibit 4 needs to be completed for all appointments scheduled or only when requested by the SDRU?	Exhibit 4 needs to be completed only when requested by the SDRU.
9.	4.6.8 Appointment Scheduling Process (Page 11)	Section 4.6.8 states that if an A/R cannot be reached by telephone or the A/R does not have a telephone, an appointment letter will be mailed to the A/R within 2 business days from the time the order is received. 4.6.11.4.1, 4.6.11.4.2 and 4.6.11.4.4 also discuss this issue and seem to contradict 4.6.8, could you please clarify? It is our experience that 4.6.11.4 would yield better results for turnaround time.	<p>The differentiation in the mentioned sections is as follows:</p> <p>Section 4.6.8 refers to the A/R who cannot be reached by telephone in the initial contact for the first exam.</p> <p>Section 4.6.11 refers to the procedure regarding a client who failed to show for the first and second appointment.</p> <p>Section 4.6.11.4 refers to the call-in letter procedure after the A/R is determined unable to be contacted.</p>
10.	4.6.9 Appointment Scheduling Process (Page 11)	This section references exhibit 3 and 13. Exhibits 2 and 3 meet this requirement. Exhibit 13 does not appear to be something that would be sent. Could you please clarify?	Please see Amendment 2 .
11.	4.6.11.6 Appointment Scheduling Process (Page 11)	This section states a reminder notice be sent to the A/R as appropriate following 4.6.5.3. However, 4.6.5.3 references a specific time interval for psychological examinations. Could you please clarify what is being requested here?	Please see Amendment 2 .
12.	5.5 Minority & Woman-Owned Business Enterprise Requirements (Page 17)	Is there an MWBE requirement for this contract? If so, please provide the percentage goal expected. Also, are the DOH M/WBE forms hyperlinked on Page 31 required for proposal submission?	<p>The total MWBE Participation Goal for this RFP is 0%.</p> <p>A utilization plan is only required when there is a MWBE goal greater than zero. Forms 4 and 5 are always required.</p>

Question #	Corresponding RFP Section	Question	Answer
13.	Attachment 8 DOH Agreement (Hyperlinked on Page 31)	<p>Would the department consider modifying the language as identified below?</p> <p>NEW YORK STATE DEPARTMENT OF HEALTH CONTRACT</p> <p><i>I. General Terms and Conditions. Section M. –</i></p> <p>If the DEPARTMENT is of the opinion that the services required by the specifications cannot satisfactorily be performed because of insufficiency of personnel, the DEPARTMENT shall have the authority to require the CONTRACTOR to use such additional personnel, to take such steps necessary to perform the services satisfactorily at no additional cost to DEPARTMENT.</p> <p>If the DEPARTMENT is of the opinion that the services required by the specifications cannot satisfactorily be performed because of insufficiency of personnel, the DEPARTMENT may request the CONTRACTOR use such additional personnel and take such steps necessary to perform the services satisfactorily.</p>	<p>As part of Attachment 7, Bidder's Certified Statements, bidders are required to certify that they accept the contract terms and conditions as set forth in the RFP. NYSDOH reserves the right to negotiate terms of the contract that are nonmaterial in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions as set forth in the RFP without modification should NYSDOH determine that that constitutes the best interests of New York State.</p>
14.	Attachment 8 DOH Agreement (Hyperlinked on Page 31)	<p>Would the department consider modifying the language as identified below?</p> <p>NEW YORK STATE DEPARTMENT OF HEALTH CONTRACT</p> <p><i>III. Term and Termination. Section C. –</i></p> <p>This Contract may be terminated by the DEPARTMENT for cause upon the failure of the CONTRACTOR to comply with the terms and conditions of this Contract, including the attachments hereto, provided that the DEPARTMENT shall give the CONTRACTOR written notice via registered or certified mail, return receipt requested, or shall deliver same by hand-receiving CONTRACTOR'S failure and the termination of this Contract. Termination shall be effective ten (10) business days from receipt of such notice, established by the receipt returned to the DEPARTMENT. The CONTRACTOR agrees to incur no new obligations</p>	<p>As part of Attachment 7, Bidder's Certified Statements, bidders are required to certify that they accept the contract terms and conditions as set forth in the RFP. NYSDOH reserves the right to negotiate terms of the contract that are nonmaterial in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions as set forth in the RFP without modification should NYSDOH determine that that constitutes the best interests of New York State.</p>

Question #	Corresponding RFP Section	Question	Answer
		<p>nor to claim for any expenses made after receipt of the notification of termination.</p> <p>This Contract may be terminated by the DEPARTMENT for cause upon the failure of the CONTRACTOR to comply with the terms and conditions of this Contract, including the attachments hereto, provided that the DEPARTMENT shall give the CONTRACTOR written notice via registered or certified mail, return receipt requested, or shall deliver same by hand-receiving CONTRACTOR'S failure and the termination of this Contract. Termination shall be effective twenty (20) business days from receipt of such notice, established by the receipt returned to the DEPARTMENT.</p> <p>The CONTRACTOR agrees to incur no new obligations nor to claim for any expenses, unless such expenses were non-cancellable, made after receipt of the notification of termination.</p>	
15.	Attachment 8 DOH Agreement (Hyperlinked on Page 31)	<p>Would the department consider modifying the language as identified below?</p> <p>NEW YORK STATE DEPARTMENT OF HEALTH CONTRACT</p> <p><i>III. Term and Termination. Section G(2). –</i></p> <p>If, in the judgment of the DEPARTMENT, the CONTRACTOR acts in such a way which is likely to or does impair or prejudice the interests of the DEPARTMENT, the DEPARTMENT shall thereupon have the right to terminate this Contract by giving notice in writing of the fact and date of such termination to the CONTRACTOR.</p> <p>The CONTRACTOR shall receive equitable compensation for such services as shall, in the judgment of the State Comptroller, have been satisfactorily performed by the CONTRACTOR prior to the effective date of termination of this Contract, such compensation shall not exceed the total cost incurred for the work which the CONTRACTOR</p>	As part of Attachment 7, Bidder's Certified Statements, bidders are required to certify that they accept the contract terms and conditions as set forth in the RFP. NYSDOH reserves the right to negotiate terms of the contract that are nonmaterial in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions as set forth in the RFP without modification should NYSDOH determine that that constitutes the best interests of New York State.

Question #	Corresponding RFP Section	Question	Answer
		<p>was engaged in at the time of termination, subject to audit by the State Comptroller.</p> <p>If, in the reasonable judgment of the DEPARTMENT, the CONTRACTOR acts in such a way which is likely to or does impair or prejudice the interests of the DEPARTMENT, the DEPARTMENT shall thereupon have the right to terminate this Contract by giving notice in writing of the fact and date of such termination to the CONTRACTOR. The CONTRACTOR shall receive equitable compensation for such services as shall, in the reasonable judgment of the State Comptroller, have been satisfactorily performed by the CONTRACTOR prior to the effective date of termination of this Contract, such compensation shall not exceed the total cost incurred for the work which the CONTRACTOR was engaged in at the time of termination, subject to audit by the State Comptroller.</p>	
16.	Attachment 8 DOH Agreement (Hyperlinked on Page 31)	<p>Would the department consider modifying the language as identified below?</p> <p>NEW YORK STATE DEPARTMENT OF HEALTH CONTRACT</p> <p><i>IV. Contract Insurance Requirements. Section B(3)(a). –</i></p> <p>Be in the form approved by the Department. Be in the form that is commonly accepted in the industry.</p>	<p>As part of Attachment 7, Bidder's Certified Statements, bidders are required to certify that they accept the contract terms and conditions as set forth in the RFP. NYSDOH reserves the right to negotiate terms of the contract that are nonmaterial in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions as set forth in the RFP without modification should NYSDOH determine that that constitutes the best interests of New York State.</p>
17.	Attachment 8 DOH Agreement (Hyperlinked on Page 31)	<p>Would the department consider modifying the language as identified below?</p> <p>NEW YORK STATE DEPARTMENT OF HEALTH CONTRACT</p>	<p>As part of Attachment 7, Bidder's Certified Statements, bidders are required to certify that they accept the contract terms and conditions as set forth in the RFP. NYSDOH reserves the right to negotiate terms of the contract that are nonmaterial in nature with the contract awardee, within the scope of the RFP and in the best</p>

Question #	Corresponding RFP Section	Question	Answer
		<p><i>VIII. Subcontracting. Section D. –</i></p> <p>All subcontracts shall be in writing and shall contain provisions which are functionally identical to and consistent with the provisions of this Contract, including, but not limited to, the body of this Contract, Appendix A – Standard Clauses for New York State Contracts and, if applicable, Appendix B. Unless waived in writing by the DEPARTMENT, all subcontracts between the CONTRACTOR and subcontractors shall expressly name the DEPARTMENT as the sole intended third party beneficiary of such subcontract.</p> <p>The DEPARTMENT reserves the right to review and approve or reject any subcontract, as well as any amendment to said subcontract(s), and this right shall not make the DEPARTMENT a party to any subcontract or create any right, claim, or interest in the subcontractor or proposed subcontractor against the DEPARTMENT. All subcontracts shall be in writing and shall contain provisions which are substantially similar to and consistent with the provisions of this Contract, including, but not limited to, the body of this Contract, Appendix A – Standard Clauses for New York State Contracts and, if applicable, Appendix B.</p> <p>The DEPARTMENT reserves the right to review and approve or reject any subcontract, as well as any material amendment to said subcontract(s), and this right shall not make the DEPARTMENT a party to any subcontract or create any right, claim, or interest in the subcontractor or proposed subcontractor against the DEPARTMENT.</p>	<p>interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions as set forth in the RFP without modification should NYSDOH determine that that constitutes the best interests of New York State.</p>
18.	Attachment 8 DOH Agreement (Hyperlinked on Page 31)	<p>Would the department consider modifying the language as identified below?</p> <p>NEW YORK STATE DEPARTMENT OF HEALTH CONTRACT</p>	<p>As part of Attachment 7, Bidder’s Certified Statements, bidders are required to certify that they accept the contract terms and conditions as set forth in the RFP. NYSDOH reserves the right to negotiate terms of the contract that are nonmaterial in nature with the contract awardee, within the scope of the RFP and in the best</p>

Question #	Corresponding RFP Section	Question	Answer
		<p><i>IX. General Specifications. Section B. –</i></p> <p>The CONTRACTOR will be required to complete the entire work or any part thereof as the case may be, to the satisfaction of the DEPARTMENT in strict accordance with the specifications and pursuant to this Contract.</p> <p>The CONTRACTOR will be required to complete the entire work or any part thereof as the case may be, to the reasonable satisfaction of the DEPARTMENT in accordance with the specifications and pursuant to this Contract.</p>	<p>interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions as set forth in the RFP without modification should NYSDOH determine that that constitutes the best interests of New York State.</p>
19.	Attachment 8 DOH Agreement (Hyperlinked on Page 31)	<p>Would the department consider modifying the language as identified below?</p> <p>APPENDIX F TECHNOLOGY TERMS AND CONDITIONS</p> <p><i>A. General Requirements –</i></p> <p>CONTRACTOR agrees that it shall provide technology and/or services, including Cloud Solution, Commercial Off-the-Shelf (OTS), and Customer Product or Service, in a manner consistent with the following requirements: CONTRACTOR agrees that, to the extent applicable under this Contract, it shall provide technology and/or services, including Cloud Solution, Commercial Off-the-Shelf (OTS), and Customer Product or Service, in a manner consistent with the following requirements:</p> <p style="padding-left: 40px;">A. General Requirements. Section 1 – Host all DEPARTMENT Data and maintain and implement procedures to physically and logically segregate DEPARTMENT’S Data from CONTRACTOR’S data and data belonging to CONTRACTOR’S other customers.</p> <p>Host all DEPARTMENT Data and maintain and implement procedures to physically or logically segregate DEPARTMENT’S Data from CONTRACTOR’S data and data belonging to CONTRACTOR’S other customers.</p>	<p>As part of Attachment 7, Bidder’s Certified Statements, bidders are required to certify that they accept the contract terms and conditions as set forth in the RFP. NYSDOH reserves the right to negotiate terms of the contract that are nonmaterial in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions as set forth in the RFP without modification should NYSDOH determine that that constitutes the best interests of New York State.</p>

Question #	Corresponding RFP Section	Question	Answer
20.	Attachment 8 DOH Agreement (Hyperlinked on Page 31)	<p>Would the department consider modifying the language as identified below?</p> <p>APPENDIX F TECHNOLOGY TERMS AND CONDITIONS</p> <p><i>K. Requests for Data by Third Parties –</i></p> <p>Unless prohibited by law, CONTRACTOR shall notify the DEPARTMENT in writing within 24 hours of any request for Data (including requestor, nature of Data requested and timeframe of response) by a person or entity other than the DEPARTMENT, and the CONTRACTOR shall secure written acknowledgement of such notification from the DEPARTMENT before responding to the request for Data. Unless compelled by law, the CONTRACTOR shall not release Data without the DEPARTMENT'S prior written approval.</p> <p>Unless prohibited by law, CONTRACTOR shall notify the DEPARTMENT in writing within 72 hours of any request for Data (including requestor, nature of Data requested and timeframe of response) by a person or entity other than the DEPARTMENT, and the CONTRACTOR shall secure written acknowledgement of such notification from the DEPARTMENT before responding to the request for Data. Unless compelled by law, the CONTRACTOR shall not release Data without the DEPARTMENT'S prior written approval.</p>	<p>As part of Attachment 7, Bidder's Certified Statements, bidders are required to certify that they accept the contract terms and conditions as set forth in the RFP. NYSDOH reserves the right to negotiate terms of the contract that are nonmaterial in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions as set forth in the RFP without modification should NYSDOH determine that that constitutes the best interests of New York State.</p>