



**NEW YORK**  
STATE OF  
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# Department of Health

**Request for Offers (RFO)**

**RFO # 20039**

## **New York State Fiscal Intermediaries for the Consumer Directed Personal Assistance Program**

**Issued: DECEMBER 18, 2019**

**DESIGNATED CONTACT:**

Pursuant to State Finance Law §§ 139-j and 139-k, the Department of Health identifies the following designated contact to whom all communications attempting to influence the Department of Health's conduct or decision regarding this procurement must be made.

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**PERMISSIBLE SUBJECT MATTER CONTACT:**

Pursuant to State Finance Law § 139-j(3)(a), the Department of Health identifies the following allowable contact for communications related to the submission of written offers, written questions, pre-bid questions, and debriefings.

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## 1.0 CALENDAR OF EVENTS

NEW YORK STATE FISCAL INTERMEDIARY FOR CONSUMER DIRECTED PERSONAL ASSISTANCE PROGRAM – RFO #20039 CALENDAR OF EVENTS	
EVENT	DATE
Issuance of Request for Offers	December 18, 2019
Deadline for Submission of Written Questions	January 3, 2020
Responses to Written Questions Posted by DOH on or about	January 17, 2020
Deadline for Submission of Offers by All FIs Operating on or before April 1, 2019	February 18, 2020
<i>Anticipated</i> Contract Start Date	July 1, 2020

## 2.0 OVERVIEW AND IMPORTANT INFORMATION REGARDING REQUIREMENTS FOR SUBMITTING OFFERS UNDER THIS RFO

Under the authority and provisions of section 365-f of the Social Services Law, see paragraphs (a) and (b) of subdivision (4-a) in particular, the New York State Department of Health (“DOH” or “Department”) is seeking competitive responses to this Request for Offers (“RFO”) from potentially qualified entities to enter into contract with the Department to provide Fiscal Intermediary (FI) services under the Consumer Directed Personal Assistance Program (CDPAP) for persons enrolled in fee for service Medicaid and the Medicaid managed care program (collectively “NY Medicaid”).

Entities eligible to submit an offer under this RFO in accordance with SSL § 365-f include:

- a) A service center for independent living (ILC) under Section 1121 of the New York State Education Law; OR
- b) An entity that has been established as a Fiscal Intermediary prior to January 1, 2012 and has been continuously providing services for CDPAP consumers under section 365-f of the Social Services Law; OR
- c) Entities capable of appropriately providing fiscal intermediary services, performing the responsibilities of a fiscal intermediary and complying with SSL § 365-f

***Per the provisions of section 365-f (4-a)(b)(iv) all entities providing FI services to NY Medicaid on or before April 1, 2019, herein after referred to as “current FIs”, must submit an offer to contract with the Department to provide FI services by responding to this RFO within 60 days of its issuance and posting to the Department’s website.***

***Current FIs that respond to the RFO as a Lead FI or collaborating partner may continue to provide FI services during the selection process and until further notice provided by the Department. Current FIs that fail to submit a response to this RFO within 60 days of its posting or that are not selected under this RFO to provide FI services will be required to cease operations in accordance with the Department’s transition policies and procedures to be released by the Department. Those transition procedures will include requiring the Department to provide at least 45 calendar days written notice to the FI that it must cease operations and to the affected consumers; consumer representatives; personal assistants; local departments of social services (LDSS); and managed care organizations (MCOs).***

Following a transition period to be determined by the Department, only entities that have successfully entered into a contract with the Department under the terms of this RFO may continue to provide FI services either directly or through contract with a Medicaid managed care organization (MCO). The Department will make available and post to its website a list of all approved and contracted FIs.

Entities chosen to contract with the Department for FI services under this RFO will agree to provide FI services to

any CDPAP consumers enrolled in NY Medicaid in the FIs authorized service area. Entities chosen to contract with the Department may also enter into administrative service agreements/contracts with MCOs to serve CDPAP members enrolled in managed care plans. Entities under contract with the Department for FI services will not be required to enter into additional contracts directly with LDSS to serve CDPAP fee-for-service members located in counties in their authorized service area.

## **2.1 Background Information**

The Consumer Directed Personal Assistance Program (“CDPAP”) is a Medicaid program that operates pursuant to section 365-f of the New York State Social Services Law (“SSL”) and implementing regulations in section 505.28 of title 18 of the NY Codes Rules and Regulations (“NYCRR”). CDPAP is designed and intended to permit eligible chronically ill and/or physically disabled individuals (referred to as consumers) that are eligible to receive home care services greater flexibility and freedom of choice in obtaining those services by self-directing their care. Under CDPAP, consumers may receive assistance with personal care services (authorized under SSL § 365-f), home health aide services, and skilled nursing tasks (authorized under Article 36 of the Public Health Law) performed by a consumer directed personal assistant (“personal assistant” or “PA”) under the instruction, supervision, and direction of the consumer or the consumer’s designated representative. The role of the Fiscal Intermediary (“FI”), as set forth in SSL § 365-f, is to assist the consumer in carrying out his or her responsibilities by performing administrative services required in statute and regulation (SSL § 365-f(4-a)(a)(ii) and 18 NYCRR § 505.28 (i), respectively) including wage and benefit processing, processing all income tax and other required wage withholdings, and maintaining various types of records. Consumers have the sole right to select an FI.

The terms “offerors”, “bidders”, “vendors” and “proposers” are used interchangeably throughout this RFO. The term “lead fiscal intermediary/lead FI” and “prime contractor” are also used interchangeably throughout this RFO. For purposes of this RFO, the use of the terms “shall”, “must” and “will” are used interchangeably when describing the Contractor’s/Offeror’s duties.

Under this RFO, organizations that contract with the Department will be prime contractors or Lead FIs (herein after referred to as “Lead FI”). Lead FIs are responsible for the delivery of all services under this RFO.

## **2.2 Other Important NYS Contracting Information for Offerors**

The Offeror is required to review, and is requested to have legal counsel review, RFO [Attachment 8](#): DOH Agreement, “Standard Clauses for New York State Contracts”. A successful Offeror that is selected for contract award must be willing to enter into an Agreement substantially in accordance with the terms of [Attachment 8](#). Please note that this RFO and the awarded Offeror’s offer will become part of the contract as Appendix B and C, respectively.

It should be noted that Appendix A of RFO [Attachment 8](#): DOH Agreement, “Standard Clauses for New York State Contracts”, contains important information related to the contract to be entered into as a result of this RFO and will be incorporated, without change or amendment, into the contract entered into between the Department and the successful Offeror. By submitting a response to the RFO, the Offeror agrees to comply with all the provisions of Appendix A.

RFO [Attachment 7](#): Bidder’s Certified Statements, must be submitted and includes a statement that the bidder accepts, without any added conditions, qualifications or exceptions, the contract terms and conditions contained in this RFO including any exhibits and attachments. It also includes a statement that the Offeror acknowledges that, should any alternative offers or extraneous terms be submitted with the offer, such alternate offers or extraneous terms will not be evaluated by the DOH.

Any qualifications or exceptions proposed by an Offeror to this RFO should be submitted in writing using the process set forth in [Section 5.2](#) (Questions) prior to the deadline for submission of written questions indicated in RFO [Section 1.0](#): (Calendar of Events). Any amendments DOH may make to the RFO as a result of questions and answers will be publicized on the DOH web site.

### 2.3 Term of the Agreement and Termination Provisions

This contract term is expected to be for a period of five (5) years, commencing on the date the contract is approved by the NYS Office of the State Comptroller. The start date and contract term are subject to continued statutory authority and federal financial participation, successful contractor performance, and required approvals from the New York State Attorney General (AG) and the Office of the State Comptroller (OSC). The selected Offerors must be able to provide these services throughout the five-year contract term.

In addition to the termination clauses found in [Attachment 8](#), General Specifications, under the provisions of section 365-f(4-b) of the Social Services Law, the Department may terminate an FI's contract or suspend or limit their rights and privileges under the contract upon 30 days written notice to the Contractor if the Department finds that the FI has failed to comply with the provisions of law or regulations. The written notice shall include:

- A description of the conduct and the issues related that have been identified as failure of compliance, and
- The timeframe of the conduct that fails compliance.

Notwithstanding the provisions above, if the Department determines that the public health or safety would be imminently endangered by the continued operation or actions of the FI, the Department may terminate the FI's contract or suspend or limit their rights and privileges under the contract immediately upon written notice.

### 3.0 OFFEROR QUALIFICATIONS

#### 3.1 Eligible Offerors

Entities eligible to submit an offer under this RFO in accordance with SSL § 365-f include:

- a) A service center for independent living (ILC) under Section 1121 of the New York State Education Law;

**OR**

- b) An entity that has been established as a Fiscal Intermediary prior to January 1, 2012 and has been continuously providing services for CDPAP individuals under section 366-f of the Social Services Law;

**OR**

- c) Entities capable of appropriately providing fiscal intermediary services, performing the responsibilities of a fiscal intermediary and complying with SSL § 365-f.

**AND all Offerors must:**

- Complete [Attachment B](#) and demonstrate how the Offeror meets the qualifications described above.
- Acknowledge their status as a joint employer for the consumer directed personal assistant by signing the acknowledgement form in [Attachment B](#).

***Offerors that are not deemed eligible will be found non-responsive and eliminated from consideration.***

#### 3.2 Collaborations

The Department invites offers in which an eligible Offeror, acting as the Lead FI, partners with entities that meet the qualifications described in section 3.1 to deliver FI services as defined in this RFO across an Offeror's proposed area of service. Such collaborations may be formed to best meet the needs of consumers, provide operational efficiencies, provide geographic distribution that would ensure access in rural and underserved areas, and provide cultural and language competencies specific to the consumers it will serve and those of the available workforce.

Each offer may only include one Lead FI which will be required to fulfill all program and contractual requirements. Lead FIs may only submit one offer. Collaborating partners must meet the eligible offeror qualifications in Section

3.1 but will be considered subcontractors for the purposes of that offer. Collaborating partners should complete Attachment C. There is no limit to the number of offers that an eligible entity may join as a collaborating partner.

Current FIs that submit an offer as a Lead FI OR that are included as a subcontractor in at least one offer (within 60 days of the posting of this RFO) shall remain authorized to provide FI services pursuant to SSL § 365-f(4-a)(b)(iv) until further notice from the Department.

Collaborating partners, as subcontractors, may not bill Medicaid, Managed Care Plans, Consumers, or PAs for services provided in relation to an award under this RFO.

For further information about subcontracting rules and responsibilities, please see Section 5.7.

## **4.0 FISCAL INTERMEDIARY SERVICES**

### **4.1 Required Fiscal Intermediary Services**

This Section describes the Fiscal Intermediary services that are required to be provided by the selected Offerors.

Offerors should provide responses in Section 6.0: Offer Content that address the requirements of this Section as part of its Technical Offer.

Contractors will be required to perform the FI services described in SSL § 365-f (4-a)(a)(ii), 18 NYCRR § 505.28(i) and 10 NYCRR § 766.11(c)-(d). These services include:

- a) Processing wages and benefits for each personal assistant (PA), including establishing the amount of each PA's wages;
- b) Processing all applicable income tax and other required wage withholdings, including Social Security and federal, State and local taxes;
- c) Complying with worker's compensation, disability and unemployment requirements;
- d) Ensuring the health status of each PA is assessed prior to service delivery pursuant to 10 NYCRR § 766.11(c) and (d) or any successor regulation;
- e) Maintaining personnel records for each PA, including time records and other documentation needed for wages and benefit processing and a copy of the medical documentation required above by 4.1(b);
- f) Maintaining records for each consumer including copies of Local Departments of Social Services' (LDSS') or Managed Care Organization's (MCO's) service authorizations or reauthorizations;
- g) Monitoring the consumer's (or if applicable, the consumer's designated representative's) continuing ability to fulfill the consumer's responsibilities under CDPAP and promptly notifying the authorizing entity (i.e., the LDSS or MCO) of any circumstance that may affect the consumer's (or if applicable, the consumer's designated representative's) ability to fulfill those responsibilities;
- h) Entering into administrative and reimbursement agreements with MCOs for the provision of fiscal intermediary services;
- i) Entering into Department approved memoranda of understanding with Consumer that describes the parties' (Consumer, FI and LDSS or MCO as appropriate) responsibilities under CDPAP; and
- j) Any additional services required to be performed pursuant to regulations established by the Commissioner of Health specifying the responsibilities of FIs providing services under this title.

Fiscal Intermediaries are not responsible for, and fiscal intermediary services **shall not** include fulfillment of the responsibilities of the consumer which include:

- a) Managing their own plan of care including recruiting and hiring PAs;
- b) Training, scheduling and supervising PAs including arranging and scheduling substitute coverage when a PA is temporarily unavailable for any reason;
- c) Assuring PAs competently and safely perform the required services;
- d) Timely approving and attesting to the accuracy of PA time records and transmitting such information to the FI according to the FIs procedures;
- e) Timely notifying the FI of changes in employment status of any PA;
- f) Timely distributing PAs employment checks, if necessary; and
- g) Terminating PAs.

## **4.2 Best Practices**

In carrying out the specific duties described in Section 4.1, FIs may use creative approaches in delivering high quality FI services that best meet the needs of consumers. Offerors should identify these approaches in Section 6.2 of the Technical Offer. Such practices may include but are not limited to:

- a) Providing a peer supports, including peer mentoring and counseling for consumers and their families in to assist in navigating their employer responsibilities;
- b) Conducting onsite visit(s) with the consumers;
- c) With the consent of consumers, conducting face-to-face orientation for PAs;
- d) Providing training for consumers to assist them in their role as an employer in areas including, but not limited to recruiting, interviewing, dealing with difficult employees, effective supervision and termination of employment;
- e) Establishing a consumer advisory committee that includes PAs, FI staff, MCOs, LDSS and consumer representatives in the FI's service area;
- f) Establishing, maintaining and monitoring an electronic email or user-friendly website that provides information to consumers/caregivers and provide a means to report and/or resolve complaints and answer inquiries; and
- g) Other practices as may be determined by the Offeror.

## **4.3 Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements**

Offerors and successful Contractors accept and acknowledge their role as Fiscal Intermediary is that of a joint employer, with the CDPAP consumer, of the personal assistant (PA). Refer to the acknowledgement language in [Attachment B](#), a copy of which must be signed and submitted with every offer.

In the delivery of the services described in Section 4.1, the **Lead Fiscal Intermediary**, on its behalf and on behalf of the consumers it serves, is responsible for:

- a) Ensuring full and timely payment of wages established by the Contractor, per applicable labor laws, preferably by direct deposit, and providing all statements and maintaining all records required by the New York State Labor Law;
- b) Maintaining all documentation needed to process and submit all required income tax and other required withholdings and any optional deductions;
- c) Tabulating appropriate hours for employee paychecks when services are rendered for multiple consumers by a single PA and/or multiple PA's for a single consumer.
- d) Complying with all applicable social security, Worker's Compensation, disability and unemployment insurance employer requirements.
- e) Ensuring all PA employment forms are completed correctly and adequately and identify the FI as the employer of record, including but not limited to:
  - I-9 Employment Eligibility Verification
  - NYS 100 Registration for Unemployment Insurance Withholding Tax and Wage Reporting
  - W-4 Federal Employee's withholding Allowance Certificate and
  - IT-2104 State Employee's Withholding Allowance certificate.
- f) Coordinating PA benefits, including annual leave, health insurance and employee benefits as applicable;
- g) Reporting wages paid and taxes withheld using appropriate forms (e.g., Form W-2, Wage and Tax Statement, Form NYS-45)
- h) Maintaining and making available to the Consumer information detailing the wage rates and benefits of PAs;
- i) Auditing Consumer's PA billing records, and resolving any anomalies;
- j) Processing termination documentations once notified by the Consumer that their PA has been terminated; and
- k) Processing wage verification requests, Paid Family Leave (PFL) claims and Family Medical Leave Act (FMLA) claims.

#### **4.4 Fiscal Intermediary Compliance Requirements**

In performing FI and other related services described within the Scope of Work, Contractors must comply with all applicable laws, rules, and guidance, including, but not limited to:

- a) Contractors will be required to enroll as a CDPAP-FI enrolled Medicaid provider. An Offeror that is not a CDPAP-FI enrolled Medicaid provider must successfully enroll before any contract awarded under this procurement will become effective. Any award under the terms of this RFO will be conditioned on such enrollment;
- b) N.Y. Soc. Servs. Law § 365-f and any successor law or laws;
- c) 18 N.Y. Codes Rules and Regulations § 505.28 and any successor rule or rules;
- d) 18 N.Y. Codes Rules and Regulations § 504.3 that specify the responsibilities of providers enrolled in Medicaid and any successor rule or rules;
- e) N.Y. Pub. Health Law § 3614-c (Wage Parity) and any successor law or laws;

- f) State and federal labor laws;
- g) Wage and labor agreements, including union contracts and collective bargaining agreements;
- h) Electronic Visit Verification requirements the Department will implement to comply with the federal 21<sup>st</sup> Century Cures Act. Please see [https://www.health.ny.gov/health\\_care/medicaid/redesign/evv/index.htm](https://www.health.ny.gov/health_care/medicaid/redesign/evv/index.htm) for additional information; and
- i) Department issued guidance and directives, and any other guidance, templates or directives the Department may issue with respect to the FI's marketing and marketing materials.

#### **4.5 Fiscal Intermediary Organizational Requirements**

The Contractor will:

- a) Be willing and able to serve any consumer in the Contractor's selected service area;
- b) Have and maintain an effective organizational structure with qualified administrative staff to deliver all the services of the Contractor and ensure all FI personnel have the appropriate training and knowledge to fulfill their duties to the FI;
- c) Maintain an organizational chart with professional and managerial lines of authority and submit such chart to the Department upon request. Where the FI is also a Licensed Home Care Services Agency (LHCSA), maintain adequate firewalls between the LHCSA and FI lines of business to ensure the avoidance of actual or perceived conflicts of interest between the two lines of business;
- d) Document and maintain written FI policies and procedures, including policies for FI administrative staff;
- e) Ensure that it has the appropriate cultural and linguistic competencies to serve its consumers and those of the available PAs that assist consumers;
- f) Certify that all physical location(s), at a minimum, satisfy the 2010 Americans with Disabilities Act Standards for Accessible Design ([https://www.ada.gov/2010ADASTandards\\_index.htm](https://www.ada.gov/2010ADASTandards_index.htm)), and meet all State and municipal building codes. In satisfying this standard, the location's accessible features must include, but are not limited to the entrance, path of travel, restrooms, and meeting spaces. The location must provide at least one "family assistance" restroom to allow a person to receive assistance from an attendant. Parking must not only comply with ADA standards, but also with New York law (<https://northeastada.org/resource/accessible-parking-and-public-accommodations-overview-of-requirements-frequently-asked-questions>) i.e., all accessible parking spaces must be van accessible;
- g) Maintain a local presence, commensurate with the Contractor's selected service area, that ensures the Contractor can effectively and timely deliver the services required in Section 4.0; and
- h) Establish, maintain, and periodically review a disaster preparedness and emergency plans and procedures related to the provision of required FI services.

#### **4.6 Fiscal Monitoring and Oversight Requirements**

The Contractor will:

- a) Submit annual direct care and administrative cost reports required pursuant to SSL 365-f(4-a)(c)(i);
- b) Maintain written fiscal procedures that comply with generally accepted accounting principles and Medicaid rules and regulations, including internal control procedures;
- c) Maintain financial records that facilitate fiscal monitoring and audits;

- d) Provide fiscal oversight and actively investigate issues regarding fiscal integrity;
- e) Conduct annual risk assessment of the FIs operations;
- f) Establish and implement corporate compliance policies and procedures in accordance with the Federal Deficit Reduction Act and the False Claims Act to prevent, detect and report fraud, waste and abuse by board members, employees and consumers, and develop strategies to prevent and detect such fraud. For more information, see the CMS website on the Medicaid Integrity Program, found here: <https://www.cms.gov/Medicare-Medicaid-Coordination/Fraud-Prevention/MedicaidIntegrityProgram/index.html>
- g) Align with Office of Medicaid Inspector General (OMIG) Compliance Program required duties (see <https://regs.health.ny.gov/content/section-5213-compliance-program-required-provider-duties>); and
- h) Work cooperatively with the Department of Health, Office of the State Comptroller (OSC), OMIG, the New York State Office of the Attorney General, the Department of Health and Human Services (DHHS), the DHHS Office of Inspector General (OIG), and their designated representatives.

#### **4.7 Quality Monitoring and Reporting Requirements**

The Contractor will be required to submit reports to the Department that include, but are not limited to, quality measures and other data to assist the Department, FIs, consumers, LDSS and MCOs with evaluating the effectiveness and quality of services provided by FIs under this contract and their impact on the overall quality and effectiveness of CDPAP. These reports are in addition to the requirement that Contractors submit annual direct care and administrative cost reports as required by Section 4.1 and section 365-f of the Social Services Law. The Department reserves the right to make any and all reports public.

The data to be collected and reported, the format of such reports, and the frequency for filing such reports will be determined by the Department. FIs will be given no less than 90 calendar days advance notice of any Department requirement for an FI to begin to collect and report any data that is not identified below. With respect to the data that is listed below, the 90 calendar days' notice will begin on the date that the Department provides a reporting template and instructions, but such date shall be no earlier than 90 calendar days after the effective date of the FIs contract under this RFO.

- a) Number of timely processed payroll cycles and number of total processed payroll cycles
- b) Number of accurate paychecks processed each cycle and number of total paychecks processed each cycle
- c) Number of days to onboard a PA (the number of days between receipt of authorization of services and date service begins for the PA and consumer). FIs may report circumstances that impact this measure.
- d) Tracking of Consumer and PA complaints to the FI including:
  - date complaint submitted,
  - the nature of the complaint,
  - how the complaint was resolved and
  - the date the complaint was resolved.

If applicable FI shall report any corrective measures or actions the FI may have taken to ensure the nature of the complaint does not become systemic.

- e) The total number of referrals made each month by an LDSS and/or MCO to the FI

In addition to the information and data identified above, the Contractor will be required to cooperate with other efforts by the Department to assess FI services under the CDPAP including conducting a consumer satisfaction survey. The Department will consult with interested parties in development of the survey.

#### **4.8 Information Technology Requirements**

All applications and all systems and components supporting the application, including but not limited to any forms and databases that include personal health, personal identification or other NYS information, must comply with all NYS security policies and standards listed at <http://its.ny.gov/tables/technologypolicyindex.htm>.

#### **4.9 Privacy, Security and Confidentiality Requirements**

The Contractor will comply fully with all NYS privacy, confidentiality, and security policies and standards, as well as with all applicable State and federal requirements, in performance of this contract. This shall include all privacy and security policies and procedures of the Department (<https://its.ny.gov/eiso/policies/security>) and applicable state and federal law and administrative guidance with respect to the performance of this contract. The Contractor will comply fully with all current and future updates of the security procedures of the DOH, as well as with all applicable State and Federal requirements, in performance of this contract.

Medicaid data may not be used for purposes other than the administration of the Medicaid program. The Contractor may not, without written authorization from the DOH, divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees while performing contract work. The DOH will have absolute authority to determine if, and when, any other party may be allowed to access information. Confidentiality is the concept that data will be viewable only by those who are explicitly permitted to view it. The Contractor will maintain and retain all programmatic records, supporting documents, statistical record and other records related to the performance of the FI contract for a minimum of six (6) years from the expiration of the contract.

The Contractor and subcontractor may be required to execute a number of security and privacy agreements, including but not limited to a Data Use Agreements and/or Business Associate Agreements.

The Contractor will implement and maintain plans, procedures, policies, internal controls, and appropriate administrative, technical, and physical safeguards, consistent with applicable laws and rules to ensure the security, confidentiality, integrity, and availability of personal identifiable information and protected health information (collectively referred to herein as "protected information") created, collected, used, transferred, and/or disclosed by the Contractor. At a minimum, such plans, procedures, policies, internal controls, and appropriate administrative, technical, and physical safeguards shall address:

- The secure and confidential storage of hard copy and electronically stored information;
- Protected information is only used by or disclosed to those authorized to receive or view it;
- Protected information is protected against any reasonably anticipated threats or hazards to the confidentiality, integrity, and availability of such information;
- Protected information is protected against any reasonably anticipated uses or disclosures of such information that are not permitted or required by law; and
- Protected information is securely destroyed or disposed of in an appropriate and reasonable manner and in accordance with retention schedules.

The Contractor is required to maintain and provide to the Department upon request their data privacy and security plans and procedures as well as a plan for meeting HIPAA requirements, including all plans as they relate to subcontractor work where applicable. Such plans should contain procedures to periodically assess, and update the security controls and related system risks to ensure the continued effectiveness of those controls.

The Contractor must notify DOH immediately if any breach of privacy or confidentiality occurs.

The Contractor will develop and maintain adequate fully trained staff to respond to all stakeholder inquiries while protecting confidentiality and maintaining the security and integrity of all systems. Staff must be trained to understand and observe requirements related to confidentiality and operating guidelines for functions included in this RFO.

The Contractor must ensure that they are in compliance with all applicable New York State security policies and standards defined in the New York State ITS security policies and standards (<http://its.ny.gov/eiso/policies/security>), including, but not limited to:

- NYS-P03-002 – Information Security Policy,
- NYS-P10-006 – Identity Assurance Policy,
- NYS-S13-001 – Secure System Development Life Cycle Standard,
- NYS-S13-002 – Secure Coding Standard (if applicable),
- NYS-S13-004 – Identity Assurance Standard,
- NYS-S14-003 – Information Security Controls Standard,
- NYS-S14-005 – Security Logging Standard,
- NYS-S14-007 – Encryption Standard,
- NYS-S15-008 – Secure Configuration Standard
- NYS-S14-013 – Account Management / Access Control Standard
- NYS-S15-001 – Patch Management Standard (if applicable) and
- NYS-S15-002 – Vulnerability Scanning Standard

#### **4.10 Transition Requirements**

The transition represents a period when the current contract activities performed by the Contractor must be turned over to the Department, another Department agent or successor Contractor during or at the end of the contract.

In addition to complying with the transition requirements provided in section 365-f(4-d) of the Social Services Law and any directives or guidance the Department may issue to facilitate a transition, Contractors shall generally ensure that any transition to the Department, Departmental agency or successor Contractor be done in a way that provides the Department with uninterrupted administrative functions and responsibilities as currently required under statute and regulation for FI services. This includes a complete and total transfer of all data, files, reports, and records generated from the inception of the contract through the end of the contract to the Department or another Department agent should that be required during or upon expiration of its contract.

The Contractor shall manage and maintain the appropriate number of staff to meet all requirements listed in the RFO during the transition. All reporting and record requirements, security standards, and performance standards are still in effect during the transition period.

The Contractor is required to develop a work plan and timeline to securely and smoothly transfer any data and records generated from the inception of the Contract through the end of the contract to the Department or another Department agent should that be required during or upon expiration of its contract. The plan and documentation must be submitted to the Department no later than four (4) months before the last day of its contract with the Department of Health or upon request of the Department.

### **5.0 ADMINISTRATIVE INFORMATION**

The following administrative information will apply to this RFO. Failure to comply fully with this information may result in disqualification of your offer.

#### **5.1 Restricted Period**

“Restricted period” means the period of time commencing with the earliest written notice, advertisement, or solicitation of a Request for Offers (“RFO”), Invitation for Bids (“IFB”), or solicitation of offers, or any other method for soliciting a response from Offerors intending to result in a procurement contract with DOH and ending with the final contract award and approval by DOH and, where applicable, final contract approval by the Office of the State Comptroller.

This prohibition applies to any oral, written, or electronic communication under circumstances where a reasonable person would infer that the communication was intended to influence this procurement. Violation of any of the requirements described in this Section may be grounds for a determination that the Offeror is non-responsible and

therefore ineligible for this contract award. Two (2) violations within four (4) years of the rules against impermissible contacts during the “restricted period” may result in the violator being debarred from participating in DOH procurements for a period of four (4) years.

Pursuant to State Finance Law §§139-j and 139-k, the Department of Health identifies a designated contact on face page of this RFO to whom all communications attempting to influence this procurement must be made.

## **5.2 Questions**

As provided in Section 1.0: Calendar of Events, there is an opportunity to submit written questions and requests for clarification regarding this RFO. All questions and requests for clarification must cite the particular RFO Section and paragraph number where applicable and must be submitted via email to:

[OHIPContracts@health.ny.gov](mailto:OHIPContracts@health.ny.gov). It is the Offeror’s responsibility to ensure that email containing written questions and/or requests for clarification is received at the above address no later than the Deadline for Submission of Written Questions as specified in [Section 1.0](#) (Calendar of Events). Questions received after the deadline may **not** be answered.

## **5.3 Right to Modify RFO**

DOH reserves the right to modify any part of this RFO, including but not limited to, the date and time by which offers must be submitted and received by DOH, at any time prior to the deadline for Submission of Offers listed in [Section 1.0](#) (Calendar of Events). Modifications to this RFO shall be made by issuance of amendments and/or addenda.

Prior to the Deadline for Submission of Offers, any such clarifications or modifications as deemed necessary by DOH will be posted to the DOH website.

If the Offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFO, the Offeror shall immediately notify DOH of such error in writing at [OHIPContracts@health.ny.gov](mailto:OHIPContracts@health.ny.gov) and request clarification or modification of the document.

If, prior to the Deadline for Submission of Offers, an Offeror fails to notify DOH of a known error or an error that reasonably should have been known, the Offeror shall assume the risk of proposing. If awarded the contract, the Offeror shall not be entitled to additional compensation by reason of the error or its correction.

It is the intention of the Department to award a sufficient number of contracts from this RFO to ensure consumer access to FI services; however, the Department may reoffer contracts under the same terms of SSL § 365-f if determined necessary, to ensure consumer access to, and choice of, FI services.

## **5.4 Payment**

Contracts awarded under this RFO will authorize the Offeror to provide Fiscal Intermediary Services to consumers enrolled in the NY-Medicaid CDPA Program.

Fiscal Intermediaries that serve CDPAP consumers in fee-for-service Medicaid will directly bill the State, i.e., EmedNY, for FI administrative costs and will be reimbursed in accordance with the policies in effect on the date the services are rendered.

Fiscal Intermediaries contracted by the Department through this RFO will be qualified to enter contracts with the MCOs. The terms of these contracts shall be consistent with State laws, rules and applicable guidance.

Payment is subject to change. Medicaid providers, including FIs, are not entitled to any particular rate. Rates of payment shall be set in accordance with a methodology established by the Department, in accordance with federal and state law including title XIX of the federal Social Security Act.

## 5.5 Equal Employment Opportunity (EEO) Reporting

By submission of a bid in response to this RFO, the Offeror agrees with all of the terms and conditions of [Attachment 8](#) Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. Additionally, the successful Offeror will be required to certify they have an acceptable EEO (Equal Employment Opportunity) policy statement in accordance with Section III of Appendix M in [Attachment 8](#).

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the Contractor, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

To ensure compliance with this Section, the Offeror should submit with the bid or offer an Equal Employment Opportunity Staffing Plan ([Attachment 5](#), Form #4) identifying the anticipated work force to be utilized on the Contract. Additionally, the Offeror should submit a Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement ([Attachment 5](#), Form # 5), to DOH with their bid or offer.

## 5.6 Contract Insurance Requirements

Prior to the start of work under this Contract, the CONTRACTOR shall procure, at its sole cost and expense, and shall maintain in force at all times during the term of this Contract, insurance of the types and in the amounts set forth in [Attachment 8](#), the New York State Department of Health Contract, Section IV. Contract Insurance Requirements as well as below.

## 5.7 Subcontracting

Offerors may propose the use of subcontractors consistent with this section. The Department reserves the right to review and approve all subcontractor agreements. Awards may be made conditional on the review and approval of subcontractors or subcontract agreements.

All subcontracting agreements shall contain provisions specifying that the work performed by the subcontractor must be in accordance with the terms of the prime contract, and that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the agreement, including Section 4.9, Privacy, Security and Confidentiality Requirements between the DOH and the Contractor.

During the term of the prime contract, Contractors may submit a request to the Department to add, change, or remove subcontractors. The Department reserves the right to review and approve the new subcontractors or subcontract agreements.

DOH reserves the right to require removal of any subcontractor or subcontractor staff, either upon review of a bid, or during the FI contract, for reasons including, but not limited to, non-performance, poor performance, and being on an OIG or OMIG exclusion list. In the event that a subcontractor is removed from the Program due to performance or for any other reason, the contractor must promptly develop, and submit to DOH, a plan to cover

the services and functions the subcontractor was performing in accordance with the offer submitted and approved by DOH.

As outlined in Section 3.2, collaborating partners are considered subcontractors, must be an eligible entity as defined in Section 3.1, and must complete [Attachment C](#).

Other subcontractors (e.g. payroll vendors and IT providers) do not need to be eligible entities.

Subcontractors may only provide services in the service area in which the Lead FI has been authorized and contracted to provide services.

Subcontractors may provide services and support functions that assist or enable the Contractor to perform FI services. Subcontractors may NOT directly perform any of the following:

- enter into FI contract with the Department;
- set wages and establishing benefits for PAs;
- maintain workers compensation, disability, or unemployment insurance policies for PAs;
- appear at workers compensation, disability or unemployment hearings;
- maintain personnel records for each PA and maintain records of Consumers' service authorization or plan of care (subcontractors may maintain copies or duplicate records);
- enter into Department approved memoranda of understanding with Consumers; or
- enter into contract with managed care organizations.

In any arrangement between a Lead FI and a collaborating partner, the Lead FI shall retain and acknowledge responsibility as joint employer of the PA, to the extent of such employment responsibilities, as if contractor had not engaged a subcontractor for the performance of any duties, best practices, or other services related to this RFO and FI services.

In addition, the Lead FI shall:

- Require subcontractors to promptly notify Lead FI of any court case, administrative hearing, or other proceeding in which the subcontractor is named with respect to any PA's labor or employment-related claim (including, but not limited to, claims for lost wages, unemployment insurance, workers compensation, etc.); and
- Agree to intervene in any such proceeding and to indemnify and hold harmless subcontractors with regard to any liability incurred as a result of a decision, verdict, or other determination rendered with respect to such claims.

The Department may introduce additional requirements and restrictions on subcontracting after the award, through the contract with the Department.

## **5.8 DOH's Reserved Rights**

The Department of Health reserves the right to:

1. Reject any or all offers received in response to the RFO;
2. Withdraw the RFO at any time, at the agency's sole discretion;
3. Make an award under the RFO in whole or in part;
4. Disqualify any Offeror whose conduct, and/or offer fails to conform to the requirements of the RFO;
5. Seek clarifications and revisions of offers;
6. Use offer information obtained through site visits, management interviews and the state's investigation of a 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 in the course of evaluation and/or selection under the RFO;
7. Prior to the bid opening, amend the RFO specifications to correct errors or oversights, or to supply

- additional information, as it becomes available;
8. Prior to the bid opening, direct Offerors to submit offer modifications addressing subsequent RFO amendments;
  9. Change any of the scheduled dates;
  10. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective Offerors;
  11. Waive any requirements that are not material;
  12. Negotiate with the successful Offeror within the scope of the RFO in the best interests of the state, including requiring an awarded entity to serve counties where there are not an adequate number of awarded entities;
  13. Conduct contract negotiations with the next responsible Offeror, should the Department be unsuccessful in negotiating with the selected Offeror;
  14. Utilize any and all ideas submitted in the offers received;
  15. Every offer shall be firm and not revocable for a period of three hundred and sixty-five days from the bid opening, to the extent not inconsistent with section 2-205 of the uniform commercial code. Subsequent to such three hundred and sixty- five days, any offer is subject to withdrawal communicated in a writing signed by the offeror; and,
  16. 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 offer and/or to determine an offeror's compliance with the requirements of the RFO.

## 5.9 Freedom of Information Law ("FOIL")

All offers may be disclosed or used by DOH to the extent permitted by law. DOH may disclose an offer to any person for the purpose of assisting in evaluating the offer or for any other lawful purpose. All offers will become State agency records, which will be available to the public in accordance with the Freedom of Information Law. **Any portion of the offer that a Offeror believes constitutes proprietary information entitled to confidential handling, as an exception to the Freedom of Information Law, must be clearly and specifically designated in the offer.** If DOH agrees with the proprietary claim, the designated portion of the offer will be withheld from public disclosure. Blanket assertions of proprietary material will not be accepted, and failure to specifically designate proprietary material may be deemed a waiver of any right to confidential handling of such material.

## 5.10 Lobbying

Chapter 1 of the Laws of 2005, as amended by Chapter 596 of the Laws of 2005, made significant changes as it pertains to development of procurement contracts with governmental entities. The changes included:

- a) made the lobbying law applicable to attempts to influence procurement contracts once the procurement process has been commenced by a state agency, unified court system, state legislature, public authority, certain industrial development agencies and local benefit corporations;
- b) required the above mentioned governmental entities to record all contacts made by lobbyists and contractors about a governmental procurement so that the public knows who is contacting governmental entities about procurements;
- c) required governmental entities to designate persons who generally may be the only staff contacted relative to the governmental procurement by that entity in a restricted period;
- d) authorized the New York State Commission on Public Integrity, (now New York State Joint Commission on Public Ethics), to impose fines and penalties against persons/organizations engaging in impermissible contacts about a governmental procurement and provides for the debarment of repeat violators;
- e) directed the Office of General Services to disclose and maintain a list of non-responsible Offerors pursuant to this new law and those who have been debarred and publish such list on its website;

- f) required the timely disclosure of accurate and complete information from offerors with respect to determinations of non-responsibility and debarment; (Offerors responding to this RFO should submit a completed and signed Attachment 1, "Prior Non-Responsibility Determination".)
- g) increased the monetary threshold which triggers a lobbyist's obligations under the Lobbying Act from \$2,000 to \$5,000; and
- h) established the Advisory Council on Procurement Lobbying.

Subsequently, Chapter 14 of the Laws of 2007 amended the Lobbying Act of the Legislative Law, particularly as it related to specific aspects of procurements as follows: (i) prohibiting lobbyists from entering into retainer agreements on the outcome of government grant making or other agreement involving public funding; and (ii) reporting lobbying efforts for grants, loans and other disbursements of public funds over \$15,000.

The most notable, however, was the increased penalties provided under Section 20 of Chapter 14 of the Laws of 2007, which replaced old penalty provisions and the addition of a suspension option for lobbyists engaged in repeated violations. Further amendments to the Lobbying Act were made in Chapter 4 of the Laws of 2010.

Questions regarding the registration and operation of the Lobbying Act should be directed to the New York State Joint Commission on Public Ethics.

## **5.12 Debriefing**

Once an award has been made, Offerors may request a debriefing of their offer. Please note the debriefing will be limited only to the strengths and weaknesses of the Offeror's offer and will not include any discussion of other offers. Requests must be received no later than fifteen (15) calendar days from date of award or non-award announcement.

## **5.13 Protest Procedures**

In the event unsuccessful Offerors wish to protest the award resulting from this RFO, Offerors should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found in Chapter XI Section 17 of the Guide to Financial Operations (GFO). Available on-line at: <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>

## **5.14 Iran Divestment Act**

By submitting a bid in response to this RFO or by assuming the responsibility of a Contract awarded hereunder, Offeror/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Offerors/Offerors Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website (currently found at this address: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Offeror/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the RFO, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should DOH receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, DOH will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then DOH shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default. DOH reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

### **5.15 Piggybacking**

New York State Finance Law section 163(10)(e) (see also <http://www.ogs.ny.gov/purchase/snt/sflxi.asp>) 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 Contractor's consent.

### **5.16 Encouraging Use of New York Businesses in Contract Performance**

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, Offerors/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. All Offerors should complete [Attachment 6](#), Encouraging Use of New York Businesses in Contract Performance, to indicate their intent to use/not use New York Businesses in the performance of this contract.

### **5.17 Participation Opportunities for NYS Certified Service-Disabled Veteran-Owned Businesses**

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. DOH recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of DOH contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Offerors/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, DOH conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Offeror/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/veterans/>

Offerors are encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or [VeteransDevelopment@ogs.ny.gov](mailto:VeteransDevelopment@ogs.ny.gov) to discuss methods of maximizing participation by SDVOBs on the Contract.

### **5.18 Intellectual Property**

Any work product created pursuant to this agreement and any subcontract shall become the sole and exclusive property of the New York State Department of Health, which shall have all rights of ownership and authorship in such work product.

### **5.19 Vendor Assurance of No Conflict of Interest or Detrimental Effect**

All Offerors responding to this RFO should submit [Attachment 4](#) to attest that their performance of the services outlined in this IFB does not create a conflict of interest and that the Offeror will not act in any manner that is detrimental to any other State project on which they are rendering services.

## 5.20 Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics. In accordance with Executive Order No. 177, the Offeror certifies that they do not have institutional policies or practices that fail to address those protected status under the Human Rights Law.

## 6.0 OFFER CONTENT

The following includes the format and information to be provided by each Offeror. Offerors responding to this RFO must satisfy all requirements stated in this RFO. All Offerors are requested to submit complete Administrative and Technical Offers. An offer that is incomplete in any material respect may be rejected.

To expedite review of the offers, Offerors are requested to submit offers in separate Administrative, Technical, and Cost packages inclusive of all materials as summarized in [Attachment A](#), Offer Documents. This separation of information will facilitate the review of the material requested. No information beyond that specifically requested is required, and Offerors are requested to keep their submissions to the shortest length consistent with making a complete presentation of qualifications. Evaluations of the Administrative and Technical Offers received in response to this RFO will be conducted separately.

**DOH will not be responsible for expenses incurred in preparing and submitting the Offer.**

### 6.1 Administrative Offer

The Administrative Offer should contain all items listed below. An offer that is incomplete in any material respect may be eliminated from consideration. The information requested should be provided in the prescribed format. Responses that do not follow the prescribed format may be eliminated from consideration. All responses to the RFO may be subject to verification for accuracy. Please provide the forms in the same order in which they are requested.

A. Offeror's Disclosure of Prior Non-Responsibility Determinations

Submit a completed and signed [Attachment 1](#), "Prior Non-Responsibility Determination."

B. Freedom of Information Law – Offer Redactions

Offerors must clearly and specifically identify any portion of the offer that a Offeror believes constitutes proprietary information entitled to confidential handling as an exception to the Freedom of Information Law. See Section 5.9, (Freedom of Information Law)

C. Vendor Responsibility Attestation

Complete, certify, and file a New York State Vendor Responsibility Questionnaire. DOH recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions at <http://www.osc.state.ny.us/vendrep/index.htm> or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the OSC Help Desk at 866-370-4672 or 518-408-4672 or by email at [ciohelpdesk@osc.state.ny.us](mailto:ciohelpdesk@osc.state.ny.us).

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website, [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep), or may contact the Office of the State Comptroller's Help Desk for a copy of the paper form. Offeror's should complete and submit the Vendor Responsibility Attestation, [Attachment 3](#).

D. Vendors Assurance of No Conflict of Interest or Detrimental Effect

Submit [Attachment 4](#), Vendor's Assurance of No Conflict of Interest or Detrimental Effect, which includes information regarding the Offeror, members, shareholders, parents, affiliates or subcontractors. [Attachment 4](#) must be signed by an individual authorized to bind the Offeror contractually.

E. Offeror's Certified Statements

Submit [Attachment 7](#), "Offeror's Certified Statements", which includes information regarding the Offeror. Attachment A must be signed by an individual authorized to bind the Offeror contractually. Please indicate the title or position that the signer holds with the Offeror. DOH reserves the right to reject an offer that contains an incomplete or unsigned [Attachment 7](#) or no [Attachment 7](#).

F. Encouraging Use of New York Businesses in Contract Performance

Submit [Attachment 6](#), "Encouraging Use of New York State Businesses" in Contract Performance to indicate which New York Businesses you will use in the performance of the contract.

G. Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination

Submit [Attachment 11](#) certifying that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

## 6.2 Technical Offer

The purpose of the Technical Offer is to demonstrate the qualifications, competence, and capacity of the Offeror to perform the services contained in this RFO. The Technical Offer should demonstrate the qualifications of the Offeror and the staff to be assigned to provide services related to the services included in this RFO.

A Technical Offer that is incomplete in any material respect may be eliminated from consideration. The following outlines the information requested to be provided by Offerors. The information requested should be provided in the prescribed format. Responses that do not follow the prescribed format may be eliminated from consideration. All responses to the RFO may be subject to verification for accuracy.

While additional data may be presented, the following should be included. Please provide the information in the same order in which it is requested. Your offer should contain sufficient information to assure DOH of its accuracy. Failure to follow these instructions may result in disqualification.

The selection of contractors shall be based on criteria reasonably related to the contractors' ability to:

- Meet the offeror qualifications for bidding; and
- Best meet the fiscal intermediary services as included in Sections 4.0 through 4.7.

### A. Title Page

Submit a Title Page providing:

- RFO subject and number;
- Offeror's name and address,

- Other names by which the Offeror may be known (e.g., d/b/a)
- Offeror's FEIN
- Offeror's MMIS Number (if applicable)
- Offeror's NPI (if applicable)
- Name, address, telephone number, and email address of the Offeror's contact person; and
- Date of the Offer.

## **B. Table of Contents**

The Table of Contents should clearly identify all material (by section and page number) included in the offer.

## **C. Documentation of Offeror and Collaborating Partner Eligibility Responsive to Section 3.1 of RFO**

Offerors must complete **Attachment B – Offeror's Demonstration of Meeting Offeror Qualifications** to demonstrate how they are eligible to submit an offer as defined in Section 3.1 of the RFO. Include additional information, where required, with the form in the offer submission.

If the offer includes collaborating partners as subcontractors, as described in Sections 3.2 and 5.7, complete **Attachment C – Collaborating Partner Demonstration of Eligibility** for EACH collaborating partner to demonstrate how they would otherwise be eligible to submit an offer. Include additional information, where required, with the form in the offer submission.

## **D. Documentation of Lead FI Service Area and Subcontractor Service Descriptions**

Each Offeror must complete **Attachment D – Documentation of Lead FI Service Area**, to identify the counties in which they with their partners are proposing to provide FI services to CDPAP consumers. The Offeror should identify where they, as lead FI, will serve consumers and fulfill all required FI services.

Using **Attachment E – Description of Services to be Provided by Subcontractors**, list all subcontractors included in the offer with their address, list the service area by county they will serve under the offer, determine if they are a collaborating partner or other subcontractor, and provide a brief description of the services they will provide under the offer.

## **E. Program Specific Certifications and Attestations**

Offerors should complete **Attachment F** to certify and attest to the following:

- Offeror attests that, as Lead FI, Offeror and every subcontractor has met and will continue to meet the requirements of section 220(3-a)(a)(iii) of the Labor Law that sets forth the certified payrolls and obligations related to such payrolls.
- Offeror attests that they will accept consumers in additional service areas if the Department cannot make awards in all rural or underserved areas.
- Offeror certifies that all physical location(s), at a minimum, satisfy the 2010 Americans with Disabilities Act Standards for Accessible Design ([https://www.ada.gov/2010ADASTandards\\_index.htm](https://www.ada.gov/2010ADASTandards_index.htm)), and meet all State and municipal building codes. In satisfying this standard, the location's accessible features must include, but are not limited to the entrance, path of travel, restrooms, and meeting spaces. The location must provide at least one "family assistance" restroom to allow a person to receive assistance from an attendant. Parking must not only comply with ADA standards, but also with New York law (<https://northeastada.org/resource/accessible-parking-and-public-accommodations-overview-of-requirements-frequently-asked-questions>) i.e., all accessible parking spaces must be van accessible.
- Offeror attests they will work cooperatively with Department of Health, Office of the State Comptroller

(OSC), OMIG, the New York State Office of the Attorney General, the Department of Health and Human Services (DHHS), the DHHS Office of Inspector General (OIG), and their designated representatives.

- Offeror attests they will, in performing FI and other related services described in Section 4.0, comply with all applicable laws, rules and guidance including, but not limited to, those outlined in Section 4.4 Fiscal Intermediary Compliance Requirements.
- Offeror attests that they as Lead FI will, and subcontractors will NOT, directly perform any of the following FI duties:
  - enter into FI contract with the Department;
  - set wages and establishing benefits for PAs;
  - maintain workers compensation, disability, or unemployment insurance policies for PAs;
  - appear at workers compensation, disability or unemployment hearings;
  - maintain personnel records for each PA and maintain records of Consumers' service authorization or plan of care (subcontractors may maintain copies or duplicate records);
  - enter into Department approved memoranda of understanding with Consumers; and
  - enter into contract with managed care organizations.

Offerors must agree to all certifications and attestations in Attachment F and sign the form indicating acceptance.

## F. Technical Offer Narrative/Executive Summary

Per statute, the Department will select Contractors based on the contractor's ability to demonstrate they can provide the services described in Section 4.0: Fiscal Intermediary Services. The Department reserves the right to ensure that the selection of contractors will result in access and choice for consumers statewide.

The technical offer should provide satisfactory evidence of the Offeror's ability to meet, and expressly respond to, each requirement and information requested in this RFO in Section 4.0. The summary should include any experience, attributes, special techniques, skills or abilities the Offeror possesses.

Offerors should respond to each element of the scope of work outlined below and label each section by its corresponding letter/number in the scope of work. **When developing offer responses, Offerors should identify whether each service will be provided by the Lead FI or subcontractor(s), and in which county(ies) the services will be provided.**

In addition to the responses included in the Offeror's offer, the responses provided in a Offeror's Vendor Responsibility Questionnaire will be considered in the evaluation of the Offeror's compliance with all federal and state laws and regulations.

### F.1 Required Fiscal Intermediary Services

1. Offerors should describe their ability and experience with providing, or how they are qualified to provide, the FI services defined by SSL § 365-f (4-a)(a)(ii) and 18 NYCRR § 505.28(i), including the list below. For all items, the Offeror should specify whether the task will be performed by the lead entity and/or a subcontractor, noting that certain services, as outlined in Section 5.7, may only be performed by the Lead FI. Where applicable, specify the name of the subcontractor(s) and the county(ies) of responsibility for each. Describe, for any subcontractors, their past experience in providing these services.
  - a) Processing wages and benefits for each personal assistant (PA), including establishing the amount of each PA's wages;
  - b) Processing all applicable income tax and other required wage withholdings including Social Security and federal, state, local income taxes;

- c) Complying with worker's compensation, disability and unemployment requirements;
  - d) Ensuring the health status of each PA is assessed prior to service delivery pursuant to 10 NYCRR § 766.11(c) and (d) or any successor regulation;
  - e) Maintaining personnel records for each PA, including time records and other documentation needed for wages and benefit processing and a copy of the medical documentation required above by 4.1(b);
  - f) Maintaining records for each consumer including copies of Local Departments of Social Services' (LDSS') or Managed Care Organization's (MCO's) service authorizations or reauthorizations;
  - g) Monitoring the consumer's (or if applicable, the consumer's designated representative's) continuing ability to fulfill the consumer's responsibilities under CDPAP and promptly notifying the authorizing entity (i.e., the LDSS or MCO) of any circumstance that may affect the consumer's (or if applicable, the consumer's designated representative's) ability to fulfill those responsibilities;
  - h) Entering into administrative and reimbursement agreements with MCOs for the provision of fiscal intermediary services;
  - i) Entering into a Department approved memoranda of understanding with Consumers that describes the parties' (Consumer, FI and LDSS or MCO as appropriate) responsibilities under CDPAP; and
  - j) Any additional services required to be performed pursuant to regulations established by the Commissioner of Health specifying the responsibilities of FIs providing services under this title.
2. Describe the ability and experience the Offeror or its subcontractors have in serving members with disabilities.
  3. Describe the ability and experience of the Offeror or its subcontractors to provide cultural and linguistic competencies that reflect the needs of the consumers they propose to serve.

## **F.2 Best Practices**

1. Describe how, in carrying out the specific duties described in Section 4.0, the Offeror will use any creative approaches in delivering high quality FI services that best meet the needs of consumers including but not limited to:
  - a) Providing peer supports, including peer mentoring and counseling for consumers and their families in to assist in navigating their employer responsibilities;
  - b) Conducting onsite visit(s) with the consumers;
  - c) With the consent of consumers, conducting face-to-face orientation for PAs;
  - d) Providing training for consumers to assist them in their role as an employer in areas including, but not limited to recruiting, interviewing, dealing with difficult employees, effective supervision and termination of employment;
  - e) Establishing a consumer advisory committee that includes PAs, FI staff, MCOs, LDSS and consumer representatives in the FI's service area;
  - f) Establishing, maintaining and monitoring an electronic email or user-friendly website that provides information to consumers/caregivers and provide a means to report and/or resolve complaints and answer inquiries; and

- g) Other practices as may be determined by the Offeror.

The Offeror should specify whether the task will be performed by the Lead FI or a subcontractor. Specify the name of the subcontractor(s), the county(ies) of responsibility for each and describe their past experience in providing these services.

### **F.3 Fiscal Intermediary Organizational Requirements**

Provide responses for the following:

1. Describe how the FI is willing and able to serve any consumer in the selected service area;
2. Describe how the FIs plans to maintain a local presence, commensurate with the Contractor's selected service area, that ensures the Contractor can effectively and timely deliver the services required by Section 4.0.
3. Describe how the FI has and will maintain an effective organizational structure with qualified administrative staff to deliver all the services of the Contractor.
4. Submit an organizational chart with professional and managerial lines of authority and subcontractor relationships.
5. Where the FI is also a Licensed Home Care Services Agency (LHCSA), describe how the FI will maintain adequate firewalls between the LHCSA and FI lines of business to ensure the avoidance of actual or perceived conflicts of interest. If the FI is not also a LHCSA, state that they are not.
6. Describe the qualifications and training required of FI administrative personnel and how the qualifications and training are appropriate for ensuring personnel have the knowledge and ability to fulfill their duties to the FI.
7. Provide a list of all written FI policies and procedures, including policies for FI administrative staff. The Department reserves the right to request copies of all policies and procedures or conduct on-site visits to review all policies and procedures.
8. Describe how the Offeror will ensure the availability of cultural and language competencies to serve its consumers and those of the available PAs that assist consumers.
9. Describe the establishment, maintenance, and periodic review of the Offeror's disaster preparedness and emergency plans and procedures related to the provision of required FI services.

### **F.4 Fiscal Monitoring and Oversight**

1. Describe how the Offeror will:
  - a) Maintain written fiscal procedures that comply with generally accepted accounting principles and Medicaid rules and regulations, including internal control procedures;
  - b) Maintain financial records that facilitate fiscal monitoring and audits;
  - c) Provide fiscal oversight and actively investigate issues regarding fiscal integrity;
  - d) Conduct annual risk assessment of the FIs operations;
  - e) Establish and implement corporate compliance policies and procedures in accordance with the Federal Deficit Reduction Act and the False Claims Act to prevent, detect and report fraud, waste and abuse by

board members, employees and consumers, and develop strategies to prevent and detect such fraud. For more information, see the CMS website on the Medicaid Integrity Program, found here: <https://www.cms.gov/Medicare-Medicaid-Coordination/Fraud-Prevention/MedicaidIntegrityProgram/index.html>; and

- f) Align with OMIG Compliance Program required duties (see <https://regs.health.ny.gov/content/section-5213-compliance-program-required-provider-duties>)

## **F.5 Quality Monitoring and Reporting**

1. Describe how the Offeror will comply with the reporting requirements in Section 4.7, including systems to be used to track required data.

### **6.3 Cost Offer**

Offerors are not required to submit a Cost Offer and will be solely scored based on their Technical Offer.

## **7.0 OFFER SUBMISSION**

An offer consists of two (2) distinct parts: (1) the Administrative Offer, and (2) the Technical Offer. The table below outlines the requested format and volume for submission of each part. Offers should be submitted in the format as prescribed below.

Submit a complete offer via email to: [OHIPcontracts@health.ny.gov](mailto:OHIPcontracts@health.ny.gov) with the subject "Offer Submission Under RFO #20039". Include, as attachments to the email, two complete distinct PDF files labeled "Administrative Offer" and "Technical Offer". In the event an electronic submission cannot be read by the Department, the Department reserves the right to request a hard copy and/or electronic resubmission of any unreadable files. Offeror shall have 2 business days to respond to such requests and must certify the resubmission is identical to the original submission.

**The offer must be received by the NYSDOH, no later than the Deadline for Submission of Offers specified in [Section 1.0](#), (Calendar of Events). Late offers will not be considered.**

### **7.1 No Bid Form**

Offerors choosing not to bid are requested to complete the No-Bid form [Attachment 2](#).

## **8.0 METHOD OF AWARD**

### **8.1 General Information**

The Department will evaluate each offer solely on a Technical Score.

The Department, at its sole discretion, will determine which offers best satisfy its requirements. The Department reserves all rights with respect to the awards. All offers deemed to be responsive to the requirements of this procurement will be evaluated and scored for technical qualities. Offers failing to meet the requirements of this document may be eliminated from consideration. The evaluation process will be comprised of a technical evaluation, and the result of the evaluation shall remain confidential until evaluations have been completed and selection of the winning offers is made.

The evaluation process will be conducted in a comprehensive and impartial manner, as set forth herein, by an Evaluation Committee. The Technical Offer and compliance with other RFO requirements will be weighted 100% of an offer's total score.

Offerors may be requested by the Department to clarify the contents of their offers. Other than to provide such information as may be requested by the Department, no Offeror will be allowed to alter its offer or add information after the Deadline for Submission of Offers listed in [Section 1.0](#) (Calendar of Events).

## **8.2 Submission Review**

The Department will examine all offers that are received in a proper and timely manner to determine if they meet the offer submission requirements, as described in [Section 6.0](#) (Offer Content) and [Section 7.0](#) (Offer Submission), including documentation requested for the Administrative Offer, as stated in this RFO. Offers that are materially deficient in meeting the submission requirements or have omitted material documents, in the sole opinion of the Department, may be rejected.

## **8.3 Technical Evaluation**

The evaluation process will be conducted in a comprehensive and impartial manner. A Technical Evaluation Committee comprised of Department program staff will review and evaluate all offers.

Offers will undergo a preliminary evaluation to verify the Offeror meets the Offeror Qualifications as outlined in Section 3.1.

The Technical Evaluation Committee members will independently score each Technical Offer that meets the submission requirements of this RFO. The individual Committee Member scores will be averaged to calculate the Technical Score for each responsive Offeror.

The technical evaluation is **100% (up to 100 points)** of the final score.

In the event of a tie, the raw scores for the following criteria will be used to break the tie(s):

- First tiebreaker: Section 6.2.F.1.1.a-j – Description of ability and experience with providing, or how they are qualified to provide, the FI services defined by SSL § 365-f (4-a)(a)(ii) and 18 NYCRR § 505.28(i)
- Second tiebreaker: Section 6.2.F.1.2 – Description of the ability and experience serving members with disabilities
- Third tiebreaker: Section 6.2.F.1.3 – Description of the ability and experience to provide cultural and linguistic competencies that reflect the needs of the consumers they are proposing to serve

## **8.4 Cost Evaluation**

A Cost evaluation is not applicable to this RFO.

## **8.5 Award Recommendation**

In accordance with Social Services Law § 365-f the Department shall make multiple awards from this RFO to the Offerors that best meet the criteria for selection and are best suited to serve the needs of consumers. The selection of contractors shall be based on:

- ability to appropriately serve individuals participating in the program;
- geographic distribution that would ensure access in rural and underserved areas;
- demonstrated cultural and language competencies specific to the population of consumers and those of the available workforce;
- ability to provide timely consumer assistance, experience serving individuals with disabilities, the availability of consumer peer support; and
- demonstrated compliance with all applicable federal and state laws and regulation, including but not limited to those relating to wages and labor;

Further, it is the Department's intent to award the fewest number of contracts that preserve statewide access and consumer choice.

Offerors may not be awarded for every county they propose to serve.

Pursuant to the statute, the commissioner is authorized to reoffer contracts under this procurement if determined necessary by the Department in order to meet geographical, cultural, linguistic, or other unique needs of the consumers.

The Department will provide Offerors notice of award and non-award. The awarded Offeror(s) will enter into a written Agreement substantially in accordance with the terms of [Attachment 8](#), DOH Agreement, modified as appropriate, to provide the required services as specified in this RFO. The resultant contract shall not be binding until fully executed and approved by the New York State Office of the Attorney General and the Office of the State Comptroller.

## **ATTACHMENTS**

The following attachments are included in this RFO and are available via hyperlink or can be found at: <https://www.health.ny.gov/funding/forms/>.

1. [Offeror's Disclosure of Prior Non-Responsibility Determination](#)
2. [No-Bid Form](#)
3. [Vendor Responsibility Attestation](#)
4. [Vendor Assurance of No Conflict of Interest or Detrimental Effect](#)
5. Intentionally Omitted
6. [Encouraging Use of New York Businesses in Contract Performance](#)
7. [Offeror's Certified Statements](#)
8. [DOH Agreement](#) (Standard Contract)
9. Intentionally Omitted
10. Intentionally Omitted
11. [Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination](#)

The following attachments are attached and included in this RFO:

- A. Offer Document Checklist
- B. Offeror's Demonstration of Eligibility to Submit an Offer
- C. Collaborating Partner Demonstration of Eligibility to Otherwise Submit an Offer
- D. Documentation of Lead FI Service Area
- E. Description of Services to be Provided by Subcontractors
- F. Program Specific Certifications and Attestations

**ATTACHMENT A**  
OFFER DOCUMENT CHECKLIST

Please reference Section 7.0 for the appropriate format and quantities for each offer submission.

RFO 20039 – New York State Fiscal Intermediaries for the Consumer Directed Personal Assistance Program		
FOR THE ADMINISTRATIVE OFFER		
RFP §	SUBMISSION	INCLUDED
§ 6.1.A	Attachment 1 – Bidder’s Disclosure of Prior Non-Responsibility Determinations, completed and signed.	<input type="checkbox"/>
§ 6.1.B	Freedom of Information Law – Offer Redactions (If Applicable)	<input type="checkbox"/>
§ 6.1.C	Attachment 3- Vendor Responsibility Attestation	<input type="checkbox"/>
§ 6.1.D	Attachment 4 - Vendor Assurance of No Conflict of Interest or Detrimental Effect	<input type="checkbox"/>
§ 6.1.E	Attachment 6- Encouraging Use of New York Businesses	<input type="checkbox"/>
§ 6.1.F	Attachment 7 – Offeror’s Certified Statements	<input type="checkbox"/>
§ 6.1.G	Attachment 11 – Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination	<input type="checkbox"/>
FOR THE TECHNICAL OFFER		
RFO§	SUBMISSION	INCLUDED
§ 6.2.A	Title Page	<input type="checkbox"/>
§ 6.2.B	Table of Contents	<input type="checkbox"/>
§ 6.2.C	Attachment B – Offeror’s Demonstration of Eligibility to Submit an Offer (Requirement)	<input type="checkbox"/>
	Attachment C – Collaborating Partner Demonstration of Eligibility to Otherwise Submit an Offer (if applicable)	<input type="checkbox"/>
§ 6.2.D	Attachment D – Documentation of Lead FI Service Area	<input type="checkbox"/>
	Attachment E – Description of Services to be Provided by Subcontractors (if applicable)	<input type="checkbox"/>
§ 6.2.E	Attachment F – Program Specific Certifications and Attestations	<input type="checkbox"/>
§ 6.2.F	Technical Offer Narrative	<input type="checkbox"/>

**ATTACHMENT B**

**OFFEROR'S DEMONSTRATION OF ELIGIBILITY TO SUBMIT AN OFFER**

**OFFEROR NAME:** \_\_\_\_\_

**The Offeror, as named above, attests to meeting one or more of the following (check all that apply):**

A service center for independent living (ILC) under section 1121 of the New York State Education Law;

An entity that has been established as a Fiscal Intermediary prior to January 1, 2012 and has been continuously providing services for CDPAP individuals under section 366-f of the Social Services Law;

**Include with this form a list of LDSS or MCOs the Lead FI has contracted with, including the name of the MCO/LDSS and the term of the contracts, to demonstrate how the entity meets this eligibility criterion.**

An entity capable of appropriately providing fiscal intermediary services, performing the responsibilities of a fiscal intermediary and complying with SSL § 365-f

**Include with this form a description of how the Lead FI meets this eligibility criterion.**

**Joint Employment Attestation:**

In addition, the Offeror, as named above, accepts and acknowledges their role as Fiscal Intermediary is that of a joint employer, with the CDPAP consumer, of the personal assistant (PA).

In the delivery of the services described in Section 4.3, the **Lead Fiscal Intermediary**, on its behalf and on behalf of the consumers it serves, is responsible for:

- a) Ensuring full and timely payment of wages established by the Contractor, per applicable labor laws, preferably by direct deposit, and providing all statements and maintaining all records required by the New York State Labor Law;
- b) Maintaining all documentation needed to process and submit all required income tax and other required withholdings and any optional deductions;
- c) Tabulating appropriate hours for employee paychecks when services are rendered for multiple consumers by a single PA and/or multiple PA's for a single consumer.
- d) Complying with all applicable social security, Worker's Compensation, disability and unemployment insurance employer requirements.
- e) Ensuring all PA employment forms are completed correctly and adequately and identify the FI as the employer of record, including but not limited to:
  - I-9 Employment Eligibility Verification
  - NYS 100 Registration for Unemployment Insurance Withholding Tax and Wage Reporting

- W-4 Federal Employee's withholding Allowance Certificate and
  - IT-2104 State Employee's Withholding Allowance certificate.
- f) Coordinating PA benefits, including annual leave, health insurance and employee benefits as applicable;
- g) Reporting wages paid and taxes withheld using appropriate forms (e.g., Form W-2, Wage and Tax Statement, Form NYS-45)
- h) Maintaining and making available to the Consumer information detailing the wage rates and benefits of PAs;
- i) Auditing Consumer's PA billing records, and resolving any anomalies;
- j) Processing termination documentations once notified by the Consumer that their PA has been terminated; and
- k) Processing wage verification requests, Paid Family Leave (PFL) claims and Family Medical Leave Act (FMLA) claims.

Name of individual authorized to bind the Offeror to the above terms: \_\_\_\_\_

Email/Phone number of authorized individual: \_\_\_\_\_

Signature of authorized individual: \_\_\_\_\_

**ATTACHMENT C**

**COLLABORATING PARTNER DEMONSTRATION OF ELIGIBILITY TO OTHERWISE SUBMIT AN OFFER**

**NAME OF COLLABORATING PARTNER:** \_\_\_\_\_

\_\_\_\_\_ **attests to meeting one or more of the following (check all that apply):**  
(Name of Collaborating Partner)

A service center for independent living (ILC) under section 1121 of the New York State Education Law;

An entity that has been established as a Fiscal Intermediary prior to January 1, 2012 and has been continuously providing services for CDPAP individuals under section 366-f of the Social Services Law;

**Include with this form a list of LDSS or MCOs the lead agency has contracted with, including the name of the MCO/LDSS and the term of the contracts, to demonstrate how the entity meets this eligibility criterion.**

An entity capable of appropriately providing fiscal intermediary services, performing the responsibilities of a fiscal intermediary and complying with SSL § 365-f

**Include with this form a description of how the entity meets this eligibility criterion.**

Name of individual authorized to bind the Collaborating Partner to the above:

\_\_\_\_\_

Email/Phone number of authorized individual: \_\_\_\_\_

Signature of authorized individual: \_\_\_\_\_

**ATTACHMENT D**

**LEAD FI DOCUMENTATION OF SERVICE AREA**

**Offeror/Lead FI Name:** \_\_\_\_\_

Please put an "X" in all counties to be served by the Lead FI.

(A) County Name	(B) FI Proposed Service Area
Albany	
Alleghany	
Bronx	
Broome	
Cattaraugus	
Cayuga	
Chautauqua	
Chemung	
Chenango	
Clinton	
Columbia	
Cortland	
Delaware	
Dutchess	
Erie	
Essex	
Franklin	
Fulton	
Genesee	
Greene	
Hamilton	
Herkimer	
Jefferson	
Kings	
Lewis	
Livingston	
Madison	
Monroe	
Montgomery	
Nassau	
New York (Manhattan)	
Niagara	
Oneida	
Onondaga	
Ontario	

**ATTACHMENT D - CONTINUED**

**LEAD FI DOCUMENTATION OF SERVICE AREA**

**Offeror/Lead FI Name:** \_\_\_\_\_

Please put an "X" in all counties to be served by the Lead FI.

<b>(A) County Name</b>	<b>(B) FI Proposed Service Area</b>
Orange	
Orleans	
Oswego	
Otsego	
Putnam	
Queens	
Rensselaer	
Richmond	
Rockland	
St. Lawrence	
Saratoga	
Schenectady	
Schoharie	
Schuyler	
Seneca	
Steuben	
Suffolk	
Sullivan	
Tioga	
Tompkins	
Ulster	
Warren	
Washington	
Wayne	
Westchester	
Wyoming	
Yates	



## ATTACHMENT F

### PROGRAM SPECIFIC CERTIFICATIONS AND ATTESTATIONS

\_\_\_\_\_ attests and certifies the following:  
(Offeror Name)

- Offeror attests that, as Lead FI, Offeror and every subcontractor has met and will continue to meet the requirements of section 220(3-a)(a)(iii) of the Labor Law that sets forth the certified payrolls and obligations related to such payrolls.
- Offeror attests that they will accept consumers in additional service areas if the Department cannot make awards in all rural or underserved areas.
- Offeror certifies that all physical location(s), at a minimum, satisfy the 2010 Americans with Disabilities Act Standards for Accessible Design ([https://www.ada.gov/2010ADASTandards\\_index.htm](https://www.ada.gov/2010ADASTandards_index.htm)), and meet all State and municipal building codes. In satisfying this standard, the location's accessible features must include, but are not limited to the entrance, path of travel, restrooms, and meeting spaces. The location must provide at least one "family assistance" restroom to allow a person to receive assistance from an attendant. Parking must not only comply with ADA standards, but also with [New York law \(https://northeastada.org/resource/accessible-parkingand-public-accommodations-overview-of-requirements-frequently-asked-questions\)](https://northeastada.org/resource/accessible-parkingand-public-accommodations-overview-of-requirements-frequently-asked-questions) i.e., all accessible parking spaces must be van accessible.
- Offeror attests they will work cooperatively with Department of Health, Office of the State Comptroller (OSC), OMIG, the New York State Office of the Attorney General, the Department of Health and Human Services (DHHS), the DHHS Office of Inspector General (OIG), and their designated representatives.
- Offeror attests they will, in performing FI and other related services described in Section 4.0, comply with all applicable laws, rules and guidance including, but not limited to, those outlined in Section 4.4 Fiscal Intermediary Compliance Requirements.
- Offeror attests that they as Lead FI will, and subcontractors will NOT, directly perform any of the following FI duties:
  - enter into FI contract with the Department;
  - set wages and establishing benefits for PAs;
  - maintain workers compensation, disability, or unemployment insurance policies for PAs;
  - appear at workers compensation, disability or unemployment hearings;
  - maintain personnel records for each PA and maintain records of Consumers' service authorization or plan of care (subcontractors may maintain copies or duplicate records);
  - enter into Department approved memoranda of understanding with Consumers; and
  - enter into contract with managed care organizations.

Name of individual authorized to bind the Offeror to the above terms: \_\_\_\_\_

Email/Phone number of authorized individual: \_\_\_\_\_

Signature of authorized individual: \_\_\_\_\_