UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA, *Plaintiff*, v. PUBLIC PARTNERSHIPS, LLC, *et. al*., *Defendants*.	Case No. 1:cv-26-3601-OEM-JRC **NOTICE OF MOTION TO DISMISS COMPLAINT PURSUANT TO FED. R. CIV. P. 12(b)(1),(6), 12(f)**

PLEASE TAKE NOTICE that Defendant Public Partnerships, LLC ("Defendant" or "PPL"), by and through the undersigned attorneys, shall move before the Honorable Orelia E. Merchant, United States District Judge for the Eastern District of New York, as soon as Defendant may be heard, for an Order (i) dismissing Counts I and II of the Complaint with prejudice pursuant to Fed. R. Civ. P. 12(b)(1) and 12(b)(6), and (ii) striking Plaintiff's request for appointment of a receiver pursuant to Fed. R. Civ. P. 12(f).

PLEASE TAKE FURTHER NOTICE that Defendant's accompanying Memorandum of Law, Declaration in support of the Motion, accompanying exhibits, and a proposed form of Order are enclosed herewith.

[SIGNATURE ON FOLLOWING PAGE]

Dated: August 10, 2026

Respectfully submitted,

s/ *Philip J. O'Beirne*

Philip J. O'Beirne*
POBeirne@steinmitchell.com
Nicholas W. Cannon*
NCannon@steinmitchell.com
Samantha P. Christensen*
SChristensen@steinmitchell.com
Melissa S. Fox (N.Y. Bar No. 4507729)
MFox@steinmitchell.com
STEIN MITCHELL BEATO
& MISSNER LLP
2000 K Street, N.W., Suite 600
Washington, D.C. 20006
(202) 737-7777 (telephone)
(202) 296-8312 (fax)

Counsel for Defendant PPL

* admitted *pro hac vice*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served on this 10th day of August 2026 via electronic mail upon all counsel of record as reflected in the below Service List.

s/ Philip J. O'Beirne
Philip J. O'Beirne

Counsel for Public Partnerships LLC

SERVICE LIST

Patrick R. Runkle
Patrick.R.Runkle@usdoj.gov
Francisco L. Unger
Franscico.L.Unger@usdoj.gov
Shimeng Zhang
Shimeng.Zhang@usdoj.gov
U.S. Department of Justice
Civil Division
P.O. Box 386
Washington, DC 20044

Michael S. Blume
Michael.Blume@usdoj.gov
U.S. Attorney's Office
Eastern District of New York
271 Cadman Plaza East
Brooklyn NY 11201

Counsel for United States

Arun G. Rao
ARao@igint.com
Mayer Brown LLP
1999 K Street NW
Washington, DC 20006

Gina M. Parlovecchio
GParlovecchio@mayerbrown.com
Mayer Brown LLP
1221 Avenue of the Americas
New York, NY 10020

Counsel for Defendants McDonald and Bassiri

Guy Petrillo
GPetrillo@pkbllp.com
Emma Susanne Spiro
ESpiro@pkbllp.com
Petrillo Klein & Boxer LLP
655 Third Avenue
New York, NY 10017

Counsel for Defendant Bassiri

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA, *Plaintiff*, v. PUBLIC PARTNERSHIPS, LLC, *et al*. *Defendants*.	Case No. 1:26-cv-3601 (OEM)

DEFENDANT PUBLIC PARTNERSHIP, LLC'S MEMORANDUM OF LAW IN SUPPORT OF ITS MOTION TO DISMISS

TABLE OF CONTENTS

INTRODUCTION 1
FACTUAL BACKGROUND 4
I. NEW YORK ANNOUNCES CONSOLIDATION OF CDPAP 5
A. Self-Directed Home Care Programs and New York's CDPAP. 5
B. New York Considers Changes to CDPAP. 6
C. New York Issues the RFP. 7
D. New York Modifies the Compensation Structure Under the RFP. 9
II. PPL IS NAMED THE STATEWIDE FI FOR CDPAP. 11
A. PPL is Awarded the CDPAP Contract. 11
B. PPL Accomplishes a Historic Transition Despite Former FIs' Legal Challenges and Unlawful Obstruction. 11
III. DESPITE RECEIVING PRE-LITIGATION EVIDENCE DISPROVING ITS CASE, AND DESPITE NO CRIMINAL INVESTIGATION OR PROSECUTION, DOJ FILES SUIT. 14
LEGAL STANDARD 15
ARGUMENT 16
I. DOJ MISUSES THE INJUNCTION MECHANISM OF 18 U.S.C. § 1345, WHICH IS NOT AVAILABLE WHEN – AS HERE – DOJ HAS DISCLAIMED ANY CRIMINAL MATTER. 16
A. The Text and Structure of 18 U.S.C. § 1345, its Legislative History, Judicial Interpretation, and Common Sense Require a Criminal Case or Investigation. 17
B. Any Attempt by DOJ to Initiate A Criminal Matter Here Would Constitute a Misuse of Parallel Proceedings. 20
C. DOJ's Attempt to Salvage Its Freestanding Use of §1345 to Obtain Permanent Monetary Punishment without Due Process Fails. 21
II. THE COURT SHOULD ABSTAIN FROM ENTERTAINING DOJ'S TRANSPARENT EFFORT TO RELITIGATE FAILED CHALLENGES TO THE STATE'S CDPAP AWARD. 22
III. DOJ'S CONCLUSORY FRAUD ALLEGATIONS FALL FAR SHORT OF THE GOVERNING PLEADING STANDARD. 23
A. DOJ's Allegations that PPL Lied in its RFP Response – Apart from Being Totally False – Fail to Allege Fraud as a Matter of Law. 24
B. DOJ's Vague Allegations Regarding PPL's Statements During CDPAP are Legally Defective Under Rule 9(b). 27
C. DOJ Fails to Allege Any Facts Demonstrating Fraudulent Intent. 30
D. DOJ's Own Allegations Foreclose the Existence of Materiality Under Section 1035. 32
IV. DOJ'S CONSPIRACY CLAIM UNDER 18 U.S.C. § 1349 IS BARRED BY THE INTRA-CORPORATE DOCTRINE. 33

V. DOJ DOES NOT EVEN ATTEMPT TO PLEAD ANY FACTS IN SUPPORT OF ITS MISGUIDED – AND FACIALLY ILLEGITIMATE – REQUEST FOR A RECEIVER. 34

CONCLUSION 35

TABLE OF AUTHORITIES

Cases — Page(s)

A&J Staffing, Inc. d/b/a Direct Care v. McDonald,
Index. No. 912368-2024, (N.Y. Sup. Ct. Albany Cty. Dec. 16, 2024) 12

Am. Exp. Travel Related Servs. Co. v. Henein,
257 B.R. 702 (E.D.N.Y. 2001) 23, 25, 30

Ashcroft v. Iqbal,
556 U.S. 662 (2009)..... 15, 32, 33

ATSI Commc'ns, Inc. v. Shaar Fund, Ltd.,
493 F.3d 87 (2d Cir. 2007)..... 15

Bartels v. Inc. Vill. of Lloyd Harbor,
97 F. Supp. 3d 198 (E.D.N.Y. 2015) 33

BAT, LLC v. TD Bank, N.A.,
2018 WL 4693644 (E.D.N.Y. Sept. 28, 2018) 30

Bethphage Lutheran Serv., Inc. v. Weicker,
777 F. Supp. 1093 (D. Conn. 1991)..... 2, 22

Bethphage Lutheran Serv., Inc. v. Weicker,
965 F.2d 1239 (2d Cir. 1992)..... 23

Burford v. Sun Oil,
319 U.S. 315 (1943)..... 22

Burnett v. Halyard Health, Inc.,
2016 WL 11746743 (N.D.N.Y. Oct. 12, 2016) 28

Capital Solutions, LLC v. Konica Minolta Business Solutions U.S.A., Inc.,
2009 WL 1635894 (D. Kan. June 11, 2009)..... 35

Capital Source, LLC, et al. v. Goldner Capital Mgmt., et al.,
2026 WL 1694672 (E.D.N.Y. June 11, 2026) 28

Cappone v. Morrissey,
2018 WL 4054871 (E.D.N.Y. Aug. 24, 2018)..... 24, 30

Cappone v. Morrissey,
2018 WL 4055280 (E.D.N.Y. July 27, 2018)..... 24

City Calibration Centers Inc. v. Heath Consultants Inc.,
727 F. Supp. 3d 332 (E.D.N.Y. 2024) 30

Eckert et al. v. McDonald,
Index No. 94315-2025 (N.Y. Sup. Ct. Cattaraugus Cty. Jan. 30, 2025) 12

Eden Alpha CI LLP v. Polished.com Inc.,
763 F. Supp. 3d 270 (E.D.N.Y. 2025) 16

Freedom Care LLC, v. New York State Dep't of Health, et al.,
Index No. 161036/2024 (N.Y. Sup. Ct. N.Y. Cty. Nov. 25, 2024) 12

Green Mountain Holdings (Cayman) Ltd. v. LV 35 Ave. Corp.,
2023 WL 11984988 (E.D.N.Y. Nov. 17, 2023)..... 4, 34, 35

Greenspan v. Allstate Ins. Co.,
937 F. Supp. 288 (S.D.N.Y. 1996) 27

Hagigi v. Yukhananov,
2024 WL 4028333 (E.D.N.Y. Sept. 3, 2024) 16

Harris v. Mills,
572 F.3d 66 (2d Cir. 2009)..... 15

In re Winship,
397 U.S. 358 (1970)..... 19

Jeannot v. New York, et al.,
Case No. 1:24-cv-05896 (E.D.N.Y. Aug. 22, 2024) 12

Kaikov v. Kaikov,
2020 WL 9812923 (E.D.N.Y. Oct. 5, 2020)..... 27

Lerner v. Fleet Bank, N.A.,
459 F.3d 273 (2d Cir. 2006)..... 27

Marks Homecare CDPAP v. McDonald, et al.,
Index. No. 912368-2024, (N.Y. Sup. Ct. Albany Cty. Dec. 6, 2024) 12

McCrae v. Town of Brookhaven,
759 F. Supp. 3d 372 (E.D.N.Y. 2024) 34

Medicaid Consumers for Continuity of Care, et al. v. McDonald,
Case No. 1:25-cv-00565 (S.D.N.Y. Jan. 21, 2025) 12

Negrete v. Citibank, N.A.,
237 F. Supp. 3d 112 (S.D.N.Y. 2017)..... 28

New York State Ass'n for Retarded Child., Inc. v. Carey,
727 F.2d 240 (2d Cir. 1984)..... 3, 23

O'Brien v. Nat'l Prop. Analysts Partners,
936 F.2d 674 (2d Cir. 1991) 15

Principle Homecare, LLC et al. v. McDonald,
Case No. 1:24-cv-7071 (S.D.N.Y. Feb. 26, 2025) 12

Republic of Colombia v. Diageo N. Am. Inc.,
531 F. Supp. 2d 365 (E.D.N.Y. 2007) 15

Sait Commc'ns v. Chapman,
1992 WL 198326 (E.D.N.Y. Aug. 5, 1992) 16

SHHA, LLC v. Opal Holdings LLC,
2021 WL 9678663 (E.D.N.Y. Dec. 1, 2021) 27

Soper v. Simmons Int'l, Ltd.,
632 F. Supp. 244 (S.D.N.Y. 1986) 30

Styleline Studios Int'l Ltd. v. Litvack,
2025 WL 2306738 (E.D.N.Y. Apr. 22, 2025) 15, 34

United States ex rel. Att'y Gen. v. Delaware & Hudson Co.,
213 U.S. 366 (1909) 19

United States ex rel. Ladas v. Exelis, Inc.,
824 F.3d 16 (2d Cir. 2016) 16

United States ex rel. O'Donnell v. Countrywide Home Loans, Inc.,
822 F.3d 650 (2d Cir. 2016) 24, 25

United States v. Cath. Health Sys. of Long Island Inc.,
2017 WL 1239589 (E.D.N.Y. Mar. 31, 2017) 4, 33

United States v. Fang,
937 F. Supp. 1186 (D. Md. 1996) 2, 16, 18, 22

United States v. Gonzalez,
686 F.3d 122 (2d Cir. 2012) 18

United States v. Jones,
652 F. Supp. 1559 (S.D.N.Y. 1986) 34

United States v. Kordel,
397 U.S. 1 (1970) 17, 20

United States v. Mahaffy,
446 F. Supp. 2d 115 (E.D.N.Y. 2006) 20

United States v. Natale,
719 F.3d 719 (7th Cir. 2013) 32

United States v. New York City Hous. Auth.,
347 F. Supp. 3d 182 (S.D.N.Y. 2018) 1, 17

United States v. Payment Processing Ctr., LLC,
443 F. Supp. 2d 728 (E.D. Pa. 2006) 17

United States v. Petters,
667 F. Supp. 2d 1043 (D. Minn. 2009) 17, 20

United States v. William Savran & Assocs., Inc.,
755 F. Supp. 1165 (E.D.N.Y. 1991) 17, 21

Varsames v. Palazzolo,
96 F. Supp. 2d 361 (S.D.N.Y. 2000) 4

Wexner v. First Manhattan Co.,
902 F.2d 169 (2d Cir. 1990) 16

Statutes

18 U.S.C. § 1035 ..... 3, 32
18 U.S.C. § 1345 ..... *passim*
18 U.S.C. § 1347 33
18 U.S.C. § 1349 ..... 33, 34
18 U.S.C. § 3486 14
18 U.S.C. § 1341 16
18 U.S.C. § 1343 16
N.Y. Soc. Serv. Law § 365-f(4-a) 9

Rules

Fed. R. Civ. P. 9(b) 15, 16
Fed. R. Civ. P. 12(b)(1) 15
Fed. R. Civ. P. 12(b)(6) 15
Fed. R. Civ. P. 12(f) 15

Regulations

N.Y. Comp. Codes R. & Regs. tit. 18, § 505.28 9

INTRODUCTION

In an unprecedented misuse of federal criminal statutes, the U.S. Department of Justice ("DOJ") seeks to use facially invalid allegations of (non-existent) fraud to resuscitate rejected bid protest arguments challenging New York State Department of Health's ("NYSDOH's") 2024 contract award to Public Partnerships LLC ("PPL") as a tool to attack the policy choices of the Administration's political opponents. This maneuver is so brazen – and legally deficient – that DOJ is reluctant to state plainly what it asks this Court to do: (1) countenance the use of criminal remedies where DOJ has disclaimed a criminal case; (2) ignore multiple court decisions upholding the validity of New York's procurement award; and (3) subvert the will of the New York legislature and unwind New York's successful transition to a statewide fiscal intermediary. Perhaps unsurprisingly given its improper purpose, DOJ's case is based on illogical and unsupported accusations of "fraud" that do not come close to satisfying the rigorous pleading standards of the Federal Rules. The Court should dismiss this misguided political project.

DOJ Cannot Invoke 18 U.S.C. § 1345 Having Disclaimed Any Contemplated Criminal Proceeding. DOJ repeatedly and explicitly has assured PPL that there is no criminal investigation and no intention by DOJ to pursue any criminal matter against PPL. Indeed, in reliance on this assurance, PPL fully cooperated with DOJ's civil investigation for 15 months, produced tens of thousands of documents and submitted its most senior executives to extensive interviews. The information PPL provided disproves DOJ's misguided theories, but that is beside the point. PPL provided this information in express reliance on DOJ's assurances that this is a civil matter. DOJ's disclaiming of any criminal proceeding forecloses the use of § 1345 as a matter of law.

"18 U.S.C. § 1345 simply provides a procedural vehicle for the Government to enjoin substantive violations of enumerated federal fraud statutes or restrain the fruits of such violations ***during the pendency of a criminal prosecution***." *United States v. New York City Hous. Auth.*, 347

F. Supp. 3d 182, 198 (S.D.N.Y. 2018).[1] DOJ asks this Court to permanently freeze PPL's assets and appoint a receiver. Asset seizure under § 1345 "not followed by a criminal trial would be virtually impossible to justify and would undoubtedly invite serious constitutional challenge." *United States v. Fang*, 937 F. Supp. 1186, 1197 (D. Md. 1996). *Fang* was decided in 1996. DOJ throws out 30 years of good sense and asks this Court to sanction deploying § 1345 as a freestanding civil tool to impose criminal-law punishment without required criminal prosecution safeguards. DOJ appears to believe that it has found a way around these constitutional protections by using a civil case to publicly accuse a defendant of federal crimes and freeze its assets ***with no intention of bringing a criminal case***. DOJ's reading would transform § 1345 from a practical adjunct to criminal prosecution into a sweeping vehicle to thwart constitutional protections. Dismissal is necessary to avoid an unconstitutional application of § 1345.

DOJ is Attempting to Relitigate Numerous Failed Bid Protests – Indeed to Undo a Lawful State Procurement in Its Entirety – and the Court Should Abstain from Intervening in These Questions of State Policy. Numerous lawsuits challenging the award to PPL have been dismissed, including four separate bid protests that upheld the legality of the procurement. DOJ's suit is a thinly veiled attempt to champion those same failed arguments here. The Supreme Court's *Burford* abstention doctrine holds that federal courts should "avoid resolving difficult state law issues involving important public policies or avoid interfering with state efforts to maintain a coherent policy in an area of comprehensive regulation or administration." *Bethphage Lutheran Serv., Inc. v. Weicker*, 777 F. Supp. 1093, 1098 (D. Conn. 1991), *aff'd,* 965 F.2d 1239 (2d Cir. 1992). Indeed, the Second Circuit has repeatedly upheld abstentions from cases seeking to question state Medicaid policy, which is precisely what DOJ seeks to do here. *See*, *e.g.*, *Bethphage; see also*

[1] Emphasis is added throughout unless otherwise indicated.

New York State Ass'n for Retarded Child., Inc. v. Carey, 727 F.2d 240, 245 (2d Cir. 1984). *Burford* abstention requires dismissal of this case in favor of the state court proceedings that already have disposed of challenges to the 2024 contract.

DOJ's Fraud Allegations Pair Mischaracterization of the State Procurement with Conclusory Labels Unsupported by Any Facts. There was no fraud here and DOJ's Complaint utterly fails to allege any. Looking to conjure falsity where none exists, the Complaint badly misstates the requirements under "Request for Proposals #20524 New York State Fiscal Intermediary Services" (the "RFP") and the resulting contract between NYSDOH and PPL. DOJ barely quotes the relevant documents, because the actual terms disprove DOJ's case. With no evidence of fraud, DOJ resorts to vague and conclusory assertions, often failing even to allege that statements attributed to PPL were false (because they were not).

Apart from failing to allege fraud with ***any*** detail, let alone the particularity required by Rule 9(b), DOJ does not even attempt to allege scienter. No doubt because senior PPL executives told DOJ in interviews that everything PPL ever said to New York and the public ***was true***, DOJ asserts ***no facts*** suggesting knowledge of falsity. Instead, DOJ confines itself to naked, conclusory assertions insufficient to support a claim for fraud as a matter of law.

DOJ's fraud theory also fails on its face because DOJ affirmatively pleads that PPL's alleged false statements were not material. Materiality is an element of a claim under 18 U.S.C. § 1035 and must be pled with specificity under Rule 9(b). In DOJ's twisted view, PPL made false statements to NYSDOH that NYSDOH knew were false and yet NYSDOH approved PPL's conduct anyway. To be clear, PPL never said anything false to any audience in connection with its 2024 bid or subsequent contract performance. Regardless, by alleging New York knew of PPL's supposedly false statements and has continued to pay PPL under the contract, DOJ has conceded

that materiality is absent here. "[I]f the government regularly pays a particular type of claim in full despite actual knowledge that the requirements were violated, and has signaled no change in position, that is strong evidence that the requirements are not material." *United States v. Cath. Health Sys. of Long Island Inc.*, 2017 WL 1239589, at *21 (E.D.N.Y. Mar. 31, 2017).

DOJ Fails to Allege Any Facts Supporting Its Far-Fetched Request for the Appointment of a Receiver. "[T]he appointment of a receiver is an extraordinary remedy, which should be employed with the utmost caution and granted only in cases of *clear necessity* to protect plaintiff's interests in the property." *Green Mountain Holdings (Cayman) Ltd. v. LV 35 Ave. Corp.*, 2023 WL 11984988, at *7 (E.D.N.Y. Nov. 17, 2023). Section 1345(a)(2) allows for the freezing of assets, and/or appointment of a receiver, only if DOJ can prove that the purported criminal defendant is "alienating or disposing of property." PPL is the largest employer in the state of New York, administering the Consumer Directed Personal Assistant Program ("CDPAP") in close coordination with NYSDOH. The idea that PPL is poised to "alienate" funds in connection with CDPAP is absurd, which is why DOJ ***does not even attempt to allege it***. Nor does DOJ even attempt to plead that lesser remedies would be insufficient, which is a separate necessary element to obtain a receiver. *Varsames v. Palazzolo*, 96 F. Supp. 2d 361, 365 (S.D.N.Y. 2000). The failure to allege necessary elements of a requested remedy is a sufficient basis to strike the remedy under Rule 12(f), or dismiss the claim under Rule 12(b)(6).

Counts I and II of the Complaint should be dismissed with prejudice.

FACTUAL BACKGROUND

In levelling accusations of ***criminal fraud***, DOJ should be expected to present a clear, accurate, and intelligible factual narrative so the Court can assess whether the claims satisfy the heightened pleading burden of Rule 9(b). Not so here. DOJ's central assertions consist largely of vague generalizations, overheated adjectives, and declaratory asides that are unsupported by

specific factual allegations. PPL suspects this is the case because DOJ is sitting on tens of thousands of documents produced by PPL that disprove its case, as confirmed by PPL executive witness interviews. DOJ instead pleaded this Complaint as if tiptoeing through a factual thicket, levelling fraudulent ***conclusions*** while attempting to avoid the specific evidence it knows rejects those conclusions. That effort failed. DOJ has incorporated by reference, and thus offered for the Court's consideration, a handful of central documents that tell the actual factual story here and allow the Court to reject these claims under Rule 12.

I. New York Announces Consolidation of CDPAP.

A. Self-Directed Home Care Programs and New York's CDPAP.

In 2024, New York's increasing Medicaid costs threatened the viability of CDPAP, a critical state Medicaid program serving New York's most vulnerable population.[2] CDPAP is a self-directed home care program pursuant to which a consumer or "patient" hires their own caregivers – often family members or friends – to provide home care services as opposed to receiving services from a traditional home care agency. *See* Compl., ECF 1, ¶¶ 2, 14, 16-17. Because the consumer is the "employer" and caregivers are compensated hourly for the services they provide through the state's Medicaid funds (*id.* ¶¶ 1-2*)* self-direction programs are subject to unique program rules and regulations. For this reason, all states that offer a self-direction program hire a vendor to assist the consumer with the administrative burdens of being an employer – *e.g.*, processing payroll, issuing paychecks, providing benefits, and handling mandatory tax withholdings and remittances. *Id.* ¶ 16. These vendors are known as "fiscal intermediaries" ("FIs").

Self-direction programs, like CDPAP, are not unique to New York; most state Medicaid

[2] *See* Hammond, Bill, "Budget Deal Slows Medicaid Growth But Plants Seeds for Future Spending," EMPIRE CENTER, *available at* https://www.empirecenter.org/publications/budget-deal-slows-medicaid-growth-but-plants-seeds-for-future-spending/ (last visited June 30, 2026).

programs have a self-direction program in one form or another. *Id.* ¶ 15. However, unlike all other self-direction programs, before 2025, New York's CDPAP was administered by more than 600 unlicensed and unregulated FIs. *Id.* ¶ 16. This multiple FI model was an extreme outlier. Most states that offer self-direction programs have fewer than three FIs statewide; many states have just one.[3] The hundreds of former FIs in New York operated without any contractual relationship with the State of New York, with minimal oversight, and were incentivized to market CDPAP and drive up enrollment to increase profits.[4] These perverse incentives and the de-centralized structure meant the state agency responsible for overseeing the program, NYSDOH, could not implement even basic controls to manage program growth or prevent fraud, waste, and abuse.[5]

B. New York Considers Changes to CDPAP.

As of 2016, New York alone accounted for an estimated 40 percent of nationwide Medicaid spending on personal assistance.[6] In 2019, CDPAP spending was $2.5 billion. By 2023, the program accounted for $9.1 billion of New York's Medicaid spending and was on the brink of collapse.[7] In search of a sensible solution, New York consulted with other states, one of which recommended that New York contact PPL to explore consolidating CDPAP administration under a single statewide FI. Compl. ¶ 21. At the invitation of NYSDOH, PPL met with state officials in April 2024, weeks before the legislature implemented changes to CDPAP, and months before DOH would issue the RFP. *Id.* ¶ 26. DOJ does not allege that NYSDOH's consulting with PPL

[3] *See* Decl. A. Bassiri, at ¶¶ 8–12, *Freedom Care LLC v. New York State Dep't of Health et al.* Index # 161036/2024 (N.Y. Cty. Sup. Ct.) (Dkt.41).
[4] *Id.*
[5] *Id.*
[6] Bill Hammond, *New York Has Widened Its Lead in Per-Capita Spending on Medicaid*, EMPIRE CENTER, July 31, 2020 *available at* https://www.empirecenter.org/publications/new-york-has-widened-its-lead-in-per-capita-spending-on-medicaid/.
[7] *See* Dan Clark, *New York Begins Transition of $9 Billion Medicaid Program*, TIMESUNION, Jan. 7, 2025, *available at* https://www.timesunion.com/capitol/article/new-york-begins-transition-9-billion-medicaid-20018196.php.

prior to the RFP was improper or in violation of state procurement rules, because it was not.[8]

C. New York Issues the RFP.

On April 20, 2024, the New York legislature passed a law requiring the consolidation of CDPAP under one statewide FI selected through a competitive procurement process. *Id.* ¶ 20. Pursuant to this mandate, NYSDOH issued the RFP on June 17, 2024. *Id.* ¶ 24. On August 7, 2024, NYSDOH answered more than 1,300 questions ("Q&As") posed by potential bidders (*id.* ¶ 39) and issued a third amendment ("Amendment #3") (*id.* ¶ 38) which modified the RFP in substantial ways, including altering the compensation structure by adding an additional revenue stream for the single FI. DOJ repeatedly references and, therefore, incorporates by reference the RFP, Q&As, and the Amendment #3. *See* **Ex. A**, Request for Proposals #20524; **Ex. B,** Aug. 7, 2024 Questions & Answers; **Ex. C**, Aug. 7, 2024 Amendment 3 to RFP #20524.

The RFP makes explicit that the single FI (which would ultimately be PPL) would receive two compensation streams for the duration of the contract: (1) a fixed "per member, per month" fee (the "PMPM"), and (2) "separate[]" compensation from the health plans according to an hourly rate the statewide FI would negotiate directly with the health plans, i.e., the "bill rate." *See gen.* Exs. A & C, Sec. 5.4, 6.3. The PMPM and the bill rate each served a different purpose.

PMPM and Administrative Costs. Per Section 5.4, the PMPM was a set monthly fee that NYSDOH would pay to the statewide FI to cover the ***administrative*** costs of running the program:

[8] In an attempt to suggest impropriety where none exists, the Complaint repeatedly references "improper pre-***bid award*** communications[.]" Compl. ¶ 109. But DOJ points to no improper pre-bid award discussions, only the lawful pre-***RFP*** discussions between NYSDOH and PPL. *Id.* ¶ 19.

> 1. **Administrative Costs**
>
> - Payment for Administrative Costs will be based on the Contractor's Proposed Per Member Per Month (PMPM) price included in its submitted Attachment F: Cost Proposal. The Proposed PMPM will be an all-inclusive price to complete all FI Statewide Administrative functions through the resulting contract. The Contractor will not be reimbursed separately by NYS or any other entity for any Administrative Services outside of its Proposed PMPM bid under this RFP;
> - FI Administrative Costs will be reimbursed monthly in accordance with the policies in effect on the date the services are rendered.

See Exs. A & C at Sec. 5.4. Although the RFP was clear that "the Statewide FI will be reimbursed for ***both*** 1) Administrative Costs; and 2) Direct Care Service Costs[,]" bidders were "***only*** required to propose" as part of their RFP response "a single all-inclusive … PMPM price for the Administrative Services[.]" *Id.* at Sec. 6.3. The RFP did not require bidders to make any representations as to the bill rate, because, as explained in Section 5.4 of the RFP, "Direct Care Service Costs [would] be reimbursed separately from the Administrative Costs … according to the contracts" the statewide FI would negotiate with the health plans and, for Fee For Service ("FFS") members, with the state. *Id.* at Sec. 5.4.

Bill Rate and Direct Care Service Costs. The RFP expressly allowed the single FI to use the bill rate to reimburse and compensate the statewide FI for an entire category of costs –"direct care service costs." According to the RFP, direct care service costs would be "compensated separately" according to the terms in the statewide FI's contracts it would negotiate with health plans and other payers:

> The awarded Contractor will not be reimbursed separately for any costs outside of its submitted Attachment F: Cost Proposal and the direct care service delivery compensated separately as identified in Section 5.4: Payment.

> 2. **Direct Care Service Costs**
>
> - The awarded Statewide FI contracted by the Department through this RFP will also be qualified to enter into contracts with the managed care organizations (MCOs) or Local Departments of Social Services (LDSS) to support reimbursement for direct care service delivery by the CDPA. The terms of these contracts shall be consistent with State and federal laws, rules, regulations, and applicable guidance.
> - The Direct Care Service Costs will be reimbursed separately from the Administrative Costs outlined above, according to the contracts with the managed care organization or the Fee For Service (FFS) Fee Schedule for FFS Members.

Exs. A & C, Sec. 6.3, 5.4. The "bill rate" refers to the hourly rate the statewide FI would negotiate

with health plans to "support reimbursement for direct care service delivery by the [caregivers]." *Id.* at 5.4.

The Complaint refers to the difference between the hourly rate paid to the caregivers and the bill rate negotiated with the plans as the "spread." Compl. ¶ 37. Before CDPAP reform, the "spread" included various direct care service costs such as "other payroll and payroll-adjacent costs" and a "benefits package[.]" *Id*. After CDPAP reform, the statewide FI was still obligated to provide the same payroll processing services and benefits and, thus, cover those same costs via the bill rate. *See* Exs. A and C at Sec. 4.1; N.Y. Soc. Serv. Law § 365-f(4-a)(ii); N.Y. Comp. Codes R. & Regs. tit. 18, § 505.28(j)(i). The RFP obligated the single FI to cover, through the bill rate, the costs of:

- "Complying with all applicable social security, workers' compensation, disability and unemployment insurance employer requirements[,]" (Ex. A, at Attachment B)
- "Coordinating [caregiver] benefits, including annual leave, health insurance and employee benefits as applicable," (*id.*);
- "[P]urchasing the required policies" for workers' compensation coverage, disability benefits, and Paid Family Leave benefits coverage (Ex. B, at Q&A 1220); and
- Providing "full and timely payment of wages … per applicable federal and state labor laws, including wage parity and ***overtime*** laws," (Ex. A, at Attachment B).

Thus, the costs associated with "direct care service delivery" and reimbursable via the bill rate included not only the hourly wage paid to the caregivers, but the other costs associated with care delivery, such as employer-side payroll taxes, the cost of workers' compensation insurance, overtime pay, health benefits, and more. *See gen.* Exs. A and B.

Nothing in the RFP, Q&As, or contract prohibited PPL from negotiating a bill rate that was higher than the actual costs of direct service delivery – *i.e.*, that included a "spread."

D. New York Modifies the Compensation Structure Under the RFP.

After the RFP was issued, PPL internally expressed concern about the lack of

reimbursement for massive projected upfront transition costs and calculating a competitive PMPM that also properly accounted for the year one costs. *See* Compl. ¶ 43. For example, the July 12, 2024 PowerPoint referenced repeatedly in the Complaint[9] reflects PPL's internal reactions to the scoring criteria announced in the RFP: "the information contained in the Cost Proposal [would] be weighted ***35%*** of a proposal's total score" and the Technical and Administrative Proposals would have a combined weight of 65%. Ex. A at Sec. 8.1. As the PPL Business Development VP acknowledged in his July 12, 2024 PowerPoint, by assigning a substantial weight (*i.e.*, 35%) to the Cost Proposal "[t]he RFP scoring [was] driving" prospective bidders to submit "a recklessly low bid on the FI PMPM." Compl. ¶ 43 (screenshot). In recognition that the RFP scoring incentivized a low PMPM, the PPL VP warned that the administrative costs associated with the transitioning the program "in year one" would be higher and not adequately covered by a lower PMPM, and notes that the single FI might need an additional compensation stream to "make up the delta." *Id*.

PPL's concerns were shared by other bidders. As the Q&As show, prospective bidders understood that the single FI's administrative costs during the transition and the first year of the contract would be an outlier and far exceed the projected costs of administering the program in subsequent years. *See* Ex. B, at Q&A Nos. 711–15, 787. Bidders' concerns about a low PMPM covering year one administrative costs were mooted when NYSDOH issued Amendment #3 on August 7, 2024 (Ex. C) which allowed the single FI to collect additional compensation from the state for the transition period, beyond the administrative PMPM. *See* Ex. C at Sec. 5.4, 6.3. The Amended RFP invited bidders to propose a second PMPM to offset the massive year-one transition costs. *Id.*; *see also* Compl. ¶ 60. The second "all-inclusive PMPM for Initial Transition Costs" was an additional per-member monthly fee the single FI would collect from the State for the first twelve

[9] *See* Compl. ¶¶ 42, 43, 55, 62 (referring to July 2024 PowerPoint).

months of the contract. Ex. C at Sec. 6.3. This modification alleviated bidders' concerns, including those expressed by PPL in the PowerPoint, about the financial risks posed by year one costs.

II. PPL is Named the Statewide FI for CDPAP.

A. PPL is Awarded the CDPAP Contract.

Guided by the plain language of the Amended RFP and the Q&As, PPL timely submitted its comprehensive three-part bid – comprising its Administrative Proposal, Technical Proposal, and Cost Proposal – on August 21, 2024. Compl. ¶ 25. A true and correct copy of PPL's bid proposal is attached hereto as **Ex. D**. In its Cost Proposal, PPL proposed a PMPM of $68.50 to cover its anticipated administrative costs, (Compl. ¶ 40), and, in accordance with the Amendment, proposed $12.00 as a second all-inclusive PMPM for Initial Transition Costs, (Ex. D at 241). Because the RFP made clear that "direct care service delivery" would be "compensated separately" and "according to the contracts with the managed care organization[s] or the Fee For Service Schedule[,]" (Ex. A at Sec. 6.3; Ex. C. at Sec. 5.4, 6.3), PPL submitted its Cost Proposal without factoring in direct care service costs, (Ex. D at 241).

On September 30, 2024, NYSDOH announced that PPL had been selected as the sole statewide FI for CDPAP and the parties entered into a five-year contract. Upon award, PPL began taking steps to prepare for the transition, including by negotiating an hourly Fee For Service ("FFS") bill rate with the State of New York and an hourly bill rate with the MCOs as contemplated by the RFP. *See* Exs. A and C at Sec. 5.4, 6.3.

B. PPL Accomplishes a Historic Transition Despite Former FIs' Legal Challenges and Unlawful Obstruction.

Following the award to PPL, various unsuccessful bidders filed bid protest litigation in

state court,[10] and related challenges in federal court.[11] Notably, the allegations levelled by those disgruntled entities (and rejected by the courts) appear to have been repeated nearly verbatim in this case. For example, in *Freedom Care*, the prior FI argued "[t]he contract award to PPL should be invalidated because it was the product of a ***predetermined*** and ***sham bid process***." [12] Here, DOJ alleges "[n]otwithstanding that the New York State Legislature passed a statute requiring a competitive bid process for the selection of the fiscal intermediary, and notwithstanding NYSDOH's repeated public representations concerning the competitive nature of the bid process it established, PPL was ***preselected*** as the winner through a ***sham bid process***." Compl. ¶ 3. Borrowing from the bid protests filed by two other former FIs claiming that "the bidding process for the SFI 'was ***rigged*** from the beginning' for PPL,"[13] DOJ alleges without elaboration that "each stage" of the bid process "was ***skewed*** in PPL's favor." *Id*. ¶ 27. DOJ claims that the "sham bid

[10] *See e.g.*, *Freedom Care LLC*, Index No. 161036/2024 (N.Y. Sup. Ct. N.Y. Cty. Nov. 25, 2024) (dismissed action brought by former FI seeking to invalidate contract award to PPL); *Marks Homecare CDPAP v. McDonald, et al.*, Index. No. 912368-2024, (N.Y. Sup. Ct. Albany Cty. Dec. 6, 2024) (dismissed action brought by former FI seeking to invalidate contract award to PPL and reevaluation of petitioner's proposal); *A&J Staffing, Inc. d/b/a Direct Care v. McDonald*, Index. No. 912368-2024, (N.Y. Sup. Ct. Albany Cty. Dec. 16, 2024) (dismissed action brought by former FI seeking invalidation of contract award to PPL and declaration that CDPAP amendment is unconstitutional); *Eckert et al. v. McDonald*, Index No. 94315-2025 (N.Y. Sup. Ct. Cattaraugus Cty. Jan. 30, 2025) (dismissed class action brought by CDPAP participants consumers seeking invalidation of contract award to PPL and declaration that CDPAP amendment is unconstitutional).

[11] *See*, *e.g.*, *Jeannot v. New York, et al.*, Case No. 1:24-cv-05896 (E.D.N.Y. Aug. 22, 2024) (a consumer action seeking to invalidate the CDPAP amendment and prevent its implementation); *Medicaid Consumers for Continuity of Care, et al. v. McDonald,* Case No. 1:25-cv-00565 (S.D.N.Y. Jan. 21, 2025) (action brought by former FI seeking to invalidate the CDPAP legislative amendment); *Principle Homecare, LLC et al. v. McDonald,* Case No. 1:24-cv-7071 (S.D.N.Y. Feb. 26, 2025) (action brought by former FI seeking to invalidate the CDPAP amendment and enjoin its implementation).

[12] *See* Memorandum In Support of Petition at 9, *Freedom Care*, Index No. 161036/2024 (N.Y. Sup. Ct. Nov. 25, 2024)

[13] First Am. Petition, *AJ Staffing*, Index No. 912368, *supra* n. 10, at ¶ 64; *see also* Mem. In Support of Petition, *Marks Homecare*, Index No. 912081, *supra* n. 10, at 3 (describing the "Rigged RFP Process").

process" involved NYSDOH disqualifying bidders for "pretextual" reasons and lazily repeats the allegations asserted by three former FIs in their bid protests – Marks Homecare, Direct Care, and FreedomCare – allegations that were dismissed by the New York courts. *See id.* ¶ 29.

The legal challenges mounted by the former FIs were part of a much larger and well-funded opposition campaign to obstruct PPL's transition efforts and undermine the policy decision of the New York legislature. In fact, it was the former FIs' successful opposition campaign that was to blame for many of the transition issues described in the Complaint, not PPL. In March 2025, NYSDOH was forced to send a series of cease and desist letters to former FIs to put a stop to a misinformation campaign that actively discouraged patients and their caregivers from transitioning to PPL.[14] DOJ fondly refers to these former FIs as the "small- and medium-sized New York business put out of business[,]" (Compl. ¶ 1), refusing to acknowledge that their misinformation campaign directly contributed to many of the transition challenges referenced in the Complaint: the "enrollment logjam" (*id.* ¶ 67), lagging enrollment numbers early on (*id.* ¶¶ 75 –78, 80–81), and overwhelmed call-centers in March (*id.* ¶¶ 94–95, 98–99), as the consumers and caregivers the former FIs discouraged from transitioning to PPL realized they had been deceived and rushed to enroll by the April 1 deadline (*id.* ¶100).

Despite this unlawful obstruction, PPL accomplished one of the largest and most complex Medicaid administrative transitions in Medicaid history on a condensed timeline and despite fierce objection from the outgoing FIs. Although the New York law originally required the single FI to transition or enroll the entire CDPAP population – patients and their caregivers – from their prior

[14] *See* "New York State Department of Health Issues Cease and Desist Letters to Certain Fiscal Intermediaries and Licensed Home Health Care Service Agencies for Misleading CDPAP Consumers and Personal Assistants," Mar. 11, 2025 *available at* https://www.health.ny.gov/press/releases/2025/2025-03-11_cdpap.htm (last visited Aug. 4, 2026).

fiscal intermediaries by April 1, 2025, (*id*. ¶ 69), the statutory deadline was effectively extended by this Court to August 2025. *See gen. Engesser et al. v. McDonald,* No. 1:25-cv-01689 (E.D.N.Y.). As of June 2025, two months ahead of the court's extended deadline, NYSDOH reported that PPL had successfully transitioned 98% of the CDPAP population – hundreds of thousands of CDPAP patients and caregivers.[15] The State of New York has realized and publicly touted $1.2 billion in cost savings due to CDPAP reform.[16] Together, New York and PPL continue to enhance and streamline CDPAP to ensure its future operations.

III. Despite Receiving Pre-Litigation Evidence Disproving Its Case, and Despite No Criminal Investigation or Prosecution, DOJ Files Suit.

On or about February 20, 2025, PPL received a Subpoena Duces Tecum (the "Subpoena") from DOJ's former Consumer Protection Branch and issued pursuant to DOJ's authority set forth in 18 U.S.C. § 3486 of the Health Insurance Portability and Privacy Act ("HIPAA"). **Ex. 1**, Decl. of P. O'Beirne, at ¶ 2. Over the course of fifteen months, PPL voluntarily produced "tens of thousands of documents" and made four senior PPL executives available for witness interviews unlimited in scope or duration. *See* Gov't Ltr., ECF 25, at 2. Despite the written and witness evidence PPL provided to DOJ categorically disproving the allegations of fraud, DOJ filed its Complaint on June 16, 2026 purportedly "after the Government conducted a year-long investigation" into the allegations asserted therein. *Id.* at 1–2. Notably, however, DOJ has not commenced any criminal investigation concerning the matters at issue in this suit and, in fact, does not intend to. Ex. 1 at ¶¶ 9–13.

---

[15] *See* Def. Mem. of Law In Opp. to Pl's Mot. to Am. Preliminary Injunction at 3, *Engesser*, No. 1:25-cv-01689 (E.D.N.Y. June 16, 2025) (ECF 105).

[16] *See* Remarks as Prepared: Governor Hochul Unveils Highlights of the Fiscal Year 2027 Executive Budget: A Stronger, Safer, More Affordable New York. *available at* https://www.governor.ny.gov/news/remarks-prepared-governor-hochul-unveils-highlights-fiscal-year-2027-executive-budget-stronger (last visited August 3, 2026).

LEGAL STANDARD

The Court must dismiss a complaint under Rule 12(b)(6) if the plaintiff does not "provide the grounds upon which his claim rests through factual allegations sufficient to raise a right to relief above the speculative level." *ATSI Commc'ns, Inc. v. Shaar Fund, Ltd.*, 493 F.3d 87, 98 (2d Cir. 2007) (citation modified); Fed. R. Civ. P. 12(b)(6). "[A]lthough 'a court must accept as true all of the allegations contained in a complaint,' that 'tenet' 'is inapplicable to legal conclusions,' and '[t]hreadbare recitals of the elements of a cause of action, supported by mere conclusory statements, do not suffice.'" *Harris v. Mills*, 572 F.3d 66, 72 (2d Cir. 2009) (citing *Ashcroft v. Iqbal*, 556 U.S. 662 (2009)). Where a plaintiff fails to allege necessary elements of a requested remedy, the remedy may either be stricken under Rule 12(f) or dismissed under Rule 12(b)(6). *Styleline Studios Int'l Ltd. v. Litvack*, 2025 WL 2306738, at *18 (E.D.N.Y. Apr. 22, 2025).

Courts in this circuit evaluate the argument that "the subject matter is one over which the federal court should abstain from exercising jurisdiction" under Rule 12(b)(1). *Republic of Colombia v. Diageo N. Am. Inc.*, 531 F. Supp. 2d 365, 381 (E.D.N.Y. 2007). "The party asserting subject-matter jurisdiction bears the burden of proving by a preponderance of the evidence that jurisdiction exists." *Id*. And "[t]he district court *must* consider facts outside the pleadings if resolution of a proffered factual issue may result in the dismissal of the complaint for want of jurisdiction." *Id.* (internal citations omitted).

Under Fed. R. Civ. P. 9(b), a party alleging fraud must state the circumstances constituting fraud with particularity in order "to provide a defendant with fair notice of a plaintiff's claim, to safeguard a defendant's reputation from 'improvident charges of wrongdoing,' and to protect a defendant against the institution of a strike suit." *O'Brien v. Nat'l Prop. Analysts Partners*, 936 F.2d 674, 676 (2d Cir. 1991). Thus, even "[w]here pleading is permitted on information and belief, a complaint must adduce specific facts supporting a strong inference of fraud or it will not satisfy

even a relaxed pleading standard." *Wexner v. First Manhattan Co.*, 902 F.2d 169, 172 (2d Cir. 1990).[17] Finally, "in ruling on a motion to dismiss, the court may consider the complaint, any written instrument attached to the complaint, statements or documents incorporated into the complaint by reference...and documents possessed or known to the plaintiff and upon which it relied in bringing the suit." *Eden Alpha CI LLP v. Polished.com Inc.*, 763 F. Supp 3d 270, 293 (E.D.N.Y. 2025) (citation modified).

ARGUMENT

I. DOJ Misuses the Injunction Mechanism of 18 U.S.C. § 1345, Which is Not Available When – as Here – DOJ Has Disclaimed Any Criminal Matter.

Congress added the injunctive relief remedy available under § 1345 to allow for protection against ongoing fraud in connection with an active criminal proceeding. The legislative history is clear on this point and courts uniformly acknowledge this. Indeed, PPL can find no case sanctioning the use of § 1345 where no criminal case is intended. The only court to address this hypothetical noted that DOJ's action in this case "would be virtually impossible to justify and would undoubtedly invite serious constitutional challenge." *Fang*, 937 F. Supp. at 1197. Here, DOJ has repeatedly disclaimed any intent to initiate a criminal proceeding against PPL and yet seeks a permanent injunction freezing PPL's assets. DOJ's § 1345 claims are thus impossible to justify, constitutionally infirm, and must be dismissed.

[17] Courts routinely apply Rule 9(b)'s heightened pleading standard to claims sounding in fraud. *See, e.g., U.S. ex rel. Ladas v. Exelis, Inc.*, 824 F.3d 16, 26 (2d Cir. 2016) ("Rule 9(b) principles apply to complaints filed under the False Claims Act."); *Sait Commc'ns v. Chapman*, 1992 WL 198326, at *3 (E.D.N.Y. Aug. 5, 1992) ("A complaint alleging mail and wire fraud in violation of 18 U.S.C. §§ 1341 and 1343 must be pleaded with specificity."); *Hagigi v. Yukhananov*, 2024 WL 4028333, at *4 (E.D.N.Y. Sept. 3, 2024), ("Because allegations of mail, wire, and bank fraud are governed by Rule 9(b) of the Federal Rules of Civil Procedure, they must be pled with particularity.").

A. The Text and Structure of 18 U.S.C. § 1345, its Legislative History, Judicial Interpretation, and Common Sense Require a Criminal Case or Investigation.

This Court has noted that § 1345 presumes the presence of a criminal investigation. "The legislative history of § 1345 indicates a Congressional concern over the possibility that the consuming public could be victimized by permitting the continuance of a fraudulent scheme ***while a related criminal investigation or prosecution is underway***…." *United States v. William Savran & Assocs., Inc.*, 755 F. Supp. 1165, 1178 (E.D.N.Y. 1991). Courts consistently emphasize this structural assumption: "18 U.S.C. § 1345 simply provides a procedural vehicle for the Government to enjoin substantive violations of enumerated federal fraud statutes or restrain the fruits of such violations ***during the pendency of a criminal prosecution***." *U.S. v. New York City Hous. Auth.*, 347 F. Supp. 3d at 198; *United States v. Payment Processing Ctr., LLC*, 443 F. Supp. 2d 728, 734 (E.D. Pa. 2006) ("By enacting § 1345, Congress intended to prevent alleged fraud schemes by arming ***prosecutors*** with broad equitable civil injunctive remedies to preserve the status quo ***during an ongoing criminal investigation.***").

DOJ has affirmed this point. In *United States v. Petters*, the respondent argued that the Government's § 1345 proceeding was – under the Supreme Court's holding in *United States v. Kordel*[18] – an improper attempt to use a civil proceeding to obtain evidence for a criminal prosecution. 667 F. Supp. 2d 1043, 1045 (D. Minn. 2009). DOJ argued – and the Court agreed – that § 1345 inherently contemplates a companion criminal proceeding: "The Government also contends that information from the Civil Receivership case is properly shared in the Criminal case, since civil receiverships under 18 U.S.C. § 1345 ***are expressly structured to coordinate with parallel criminal proceedings***." *Id.*

[18] 397 U.S. 1, 11 (1970).

The Complaint is devoid of any reference to a criminal investigation or proceeding. Moreover, counsel for DOJ repeatedly assured PPL that there is no grand jury and no intention to initiate a criminal matter. *See* Ex. 1 at ¶ 9–13. DOJ did not mince words, repeatedly stating: "There is no intent to proceed criminally" and "this is not a criminal case." *Id.* PPL cannot find a single authority suggesting that § 1345 can be used to address conduct where – as here – DOJ has disclaimed any intention of initiating a criminal matter.

Indeed, apparently the only published case addressing what DOJ attempts – a permanent injunction under §1345 freezing PPL's assets apart from any criminal proceeding – ***rejected*** the legality of such a maneuver. In *Fang*, the court analyzed the standard for a *preliminary* injunction under 18 U.S.C. § 1345 and, in doing so, emphasized that DOJ's maneuver would be illegal, indeed unconstitutional:

> Although the statute contemplates the possibility of injunctive relief at any stage of the proceedings, as a practical matter any preliminary injunction freezing assets will almost certainly be followed in timely fashion by a criminal proceeding. **A permanent injunction freezing assets not followed by a criminal trial would be virtually impossible to justify and would undoubtedly invite serious constitutional challenge.**

937 F. Supp. at 1197. The consequences of permitting the Government to misuse § 1345 like this would be profound: the Government could level accusations of federal crimes against disfavored people – such as state officials from opposing political parties – without the protective guarantees of the Fifth and Sixth Amendments. "The Fifth Amendment made the right to indictment by grand jury mandatory in federal prosecutions in recognition of the fact that the intervention of a grand jury was a substantial safeguard against oppressive and arbitrary proceedings." *United States v. Gonzalez*, 686 F.3d 122, 127 (2d Cir. 2012). In fact, the accusation of criminal misconduct against PPL alone triggers the protections afforded by the Constitution to criminal defendants. The Supreme Court has long recognized that "the accused during a criminal prosecution has at stake

interest of immense importance, both because of the possibility that he may lose his liberty upon conviction and because of the certainty that he would be stigmatized by the conviction." *In re Winship*, 397 U.S. 358, 363 (1970). Here, PPL is accused of criminally defrauding New York, its citizens, and the United States, during the implementation of landmark CDPAP reform. This is not a frivolous accusation and has existential implications for PPL's business and reputation.

It is no surprise that this Government seeks to avoid the check on its power provided by the Constitution, especially the Grand Jury Clause. In seeking to prosecute its political opponents on spurious grounds, the Government has repeatedly either been thwarted by grand juries or has resorted to unprecedented and extreme abuse of that process.[19]

The Court must not adopt a construction that would raise such serious constitutional questions. Where a statute has two interpretations, "by one of which it would be unconstitutional and by the other valid, it is [the courts'] plain duty to adopt that construction which will save the statute from constitutional infirmity." *United States ex rel. Att'y Gen. v. Delaware & Hudson Co*., 213 U.S. 366, 407 (1909). That rule is decisive here. DOJ's reading transforms § 1345 from a practical adjunct to criminal enforcement into a sweeping vehicle for imposing punitive restraints in the absence of a criminal case. The Court should reject that construction and preserve the statute's constitutional limits. Dismissal is necessary to avoid an unconstitutional application of § 1345.

---

[19] *See*, *e.g.*, Mem. Op., at 24, *United States v. James Comey*, No. 1:25-cr-00272(E.D. Va. No. 17, 2025) (Dkt. 191) (concluding "the record points to a disturbing pattern of profound investigative missteps, missteps that led an FBI agent and a prosecutor to potentially undermine the integrity of the grand jury proceeding."); Gov't's Cons. Opp., at 1, *United States v. Michael Rabbit, et. al,* No. 1:25-cr-00693 (N.D. Ill. Aug. 4, 2026) (Dkt. 247) ("There can be no doubt mistakes were made in the prosecution of this case[] [which] is why the United States Attorney's Office has dismissed all charges and is not contesting former Defendants' entitlement to attorneys' fees."); *see also* Rep. of Grand Jury's Failure to Concur in an Indictment, *United States v. Letitia James*, No. 1:25-dm-00013 (E.D. Va. Dec. 11, 2025) (Dkt. No. 1).

B. Any Attempt by DOJ to Initiate A Criminal Matter Here Would Constitute a Misuse of Parallel Proceedings.

DOJ may attempt to pivot and argue that there could be an eventual criminal matter relating to its investigation. Setting aside whether such a maneuver could save its defective § 1345 claims – the answer should be no – DOJ cannot now transform this investigation into a criminal case without violating constitutional doctrines protecting defendants from such underhanded and deceptive tactics.

For example, defendants are protected from the misuse of parallel proceedings. As addressed in *Petters,* discussed *supra*, the Supreme Court held in *Kordel* that the Government may proceed with parallel civil and criminal proceedings unless there are certain hallmarks of abuse. 397 U.S. at 11. One such category of government "abuse" is where the Government denies or disguises the criminal nature of an inquiry to obtain information used in the eventual prosecution. As the Court explained in *United States v. Mahaffy*:

> *Kordel* hypothesizes that there may be instances in which the Government's conduct reflects such unfairness and want of consideration for justice as to warrant the court's reversal of a conviction or a dismissal of an indictment. For example, ***Kordel suggests that where the Government has brought a civil action solely to obtain evidence for its criminal prosecution or has failed to advise the defendant in its civil proceeding that it contemplates his criminal prosecution such a departure has occurred.***

446 F. Supp. 2d 115, 124 (E.D.N.Y. 2006). Here, DOJ did not merely fail to advise PPL of a contemplated criminal proceeding. DOJ repeatedly and categorically denied that this was a criminal matter ***and*** denied having any intention to initiate a criminal matter. *See* Ex. 1, at ¶ 9–13. PPL provided thousands of documents and offered its senior executives as witnesses to DOJ in reliance on this express assurance. *Id.* ¶ 4, 6–8. For DOJ to change course now – in a transparent attempt to resurrect its meritless § 1345 claim – would reflect such fundamental unfairness that dismissal of this matter would be independently warranted.

C. DOJ's Attempt to Salvage Its Freestanding Use of §1345 to Obtain Permanent Monetary Punishment without Due Process Fails.[20]

DOJ points to § 1345's reference to the Federal Rules of Civil Procedure governing a § 1345 action if no intervening criminal case is filed as justification for DOJ's blatant misuse of the statute here. "Congress thus plainly contemplated that some anti-fraud injunction suits may be litigated against entities that are *not* under criminal indictment or part of a parallel criminal proceeding." Gov't Ltr. at 2. DOJ's assertion fails for several reasons.

First, the statute directs that a hearing take place "as soon as practicable." 18 U.S.C. § 1345(b). This could easily occur before an indictment is returned. Thus, the language directing that the civil rules control unless an indictment occurs is consistent with an expectation of parallel criminal action. The text merely acknowledges that the statute contemplates injunctive relief against a defendant that is not ***yet*** under criminal indictment.

Second, PPL's argument is not that there must be an indictment. Rather, there must be, at a minimum, an actual criminal investigation for DOJ to deploy § 1345, as the cases cited above uniformly note. *U.S. v. William Savran & Assocs., Inc.*, 755 F. Supp. at 1178 ("while a related criminal ***investigation or prosecution*** is underway…"). Here, there is none, and DOJ disclaimed any intent to bring one. In the absence of even a ***contemplated*** criminal investigation, DOJ's § 1345 action clearly fails as a matter of law.

Third, and most importantly, DOJ's reference to the statutory text does nothing to support the idea that DOJ can ***permanently freeze and seize monetary assets*** from a § 1345 defendant with no eventual criminal due process. That is the scenario the *Fang* court said was "virtually impossible to justify and would undoubtedly invite serious constitutional challenge." 937 F. Supp. at 1197.

[20] PPL joins and incorporates by reference Co-Defendants' argument that injunctive relief is unavailable because Plaintiff has not alleged ongoing or imminent injury. *See* Defs.' Mem. of Law In Support of Mot. to Dismiss at 11–15 (Aug. 10, 2026).

DOJ has disclaimed any criminal matter ever occurring and cannot reverse course now. The use of § 1345 under these circumstances to seek the drastic relief DOJ requests is improper and the claim should be dismissed.

II. The Court Should Abstain From Entertaining DOJ's Transparent Effort to Relitigate Failed Challenges to the State's CDPAP Award.

Make no mistake: DOJ asks this Court to assist in unwinding the statutorily mandated and state court approved transition to PPL as the sole FI. DOJ repeatedly emphasizes that it brings this case on behalf of the prior FIs (Compl. ¶ 1) and "RFP #20524's losing bidders" (*id.* ¶ 113) and the Complaint asks the Court to issue injunctive relief "to help restore the status quo as much as possible…" (*id.* ¶ 121). That is code for "unwind the CDPAP award and transition." DOJ apparently hesitates to come right out and say that candidly, because of the massive improper overreach their Complaint represents.

There is a clear and persuasive line of cases counseling abstention by federal courts from adjudicating suits that would interfere with state Medicaid policy. In *Bethphage Lutheran Serv., Inc. v. Weicker*, the plaintiff Medicaid service provider challenged "the overall reimbursement rate and the method and rationale by which the reimbursement rate was determined." 777 F. Supp. 1093 at 1098. The district court applied each of the *Burford* factors in assessing whether to abstain: "the degree of specificity of the state regulatory scheme, the necessity of discretionary interpretation of state statutes, and whether the subject matter of the litigation is traditionally one of state concern." *Id*. at 1098 (applying *Burford v. Sun Oil*, 319 U.S. 315 (1943)). The court concluded that each factor weighed in favor of abstention because the administration of Connecticut's state Medicaid program satisfied each factor. *Id.* The court then held that recourse to state courts offered "an adequate remedy" to justify abstention. *Id*.

Bethphage's holding is directly on point. DOJ seeks to challenge both the award of CDPAP to PPL and the reimbursement rates under CDPAP. This case presents the same sort of state Medicaid policy decisions sufficient to warrant abstention in *Bethphage*. Indeed, the losing CDPAP bidders have already availed themselves of the adequate remedy in state court, and lost. As the Second Circuit counseled in affirming the district court's abstention in *Bethphage*:

> [A]bstention under *Burford* was appropriate ***because the subject matter of this case—reimbursement rates under the Medicaid Act—is an area of legitimate state interest***. The Court noted that the Medicaid Act itself requires the creation of a state administrative framework to establish methods and procedures for the procurement of and payment for care and services consistent with efficiency, economy, and quality of care. Thus, Congress has recognized that the establishment and review of reimbursement rates is a legitimate state concern.

965 F.2d at 1244.

For these reasons, the Court "should abstain from deciding [these] question[s], since it would needlessly interfere with New York's administration of its Medicaid system, which has its own procedures for administrative and judicial review of Medicaid rates. …Although the federal government has retained some control over Medicaid regulation, it has left the administration and fiscal responsibilities to the individual states." *N.Y. State Ass'n for Retarded Child., Inc.*, 727 F.2d at 245.

III. DOJ's Conclusory Fraud Allegations Fall Far Short of the Governing Pleading Standard.

"Baldly asserting the legal elements of a claim for fraud without the necessary factual allegations is not enough to survive a motion to dismiss." *Am. Exp. Travel Related Servs. Co. v. Henein*, 257 B.R. 702, 707 (E.D.N.Y. 2001). Yet that is all DOJ does here. DOJ alleges two categories of supposedly fraudulent statements by PPL: those made in PPL's RFP response and those made after PPL received the award. No matter the category, the fraud allegations fail for at least four reasons: (1) DOJ fails to allege that PPL lacked a present intent to perform the promises

in its RFP response; (2) DOJ fails to plead fraud with the particularity required under Rule 9(b); (3) DOJ fails to allege any evidence of scienter; and (4) in DOJ's own twisted formulation, the statements that DOJ alleges were false were not material.

A. DOJ's Allegations that PPL Lied in its RFP Response – Apart from Being Totally False – Fail to Allege Fraud as a Matter of Law.

The representations in PPL's RFP response (apart from being truthful and reliable) were for a promise of future performance, which cannot constitute fraud unless there is evidence that PPL lacked a present intention to perform. "Only if a contractual promise is made with no intent ever to perform it can the promise itself constitute a fraudulent misrepresentation." *United States ex rel. O'Donnell v. Countrywide Home Loans, Inc.*, 822 F.3d 650, 662 (2d Cir. 2016). But DOJ fails to plead ***any*** factual allegations evidencing a lack of intent to perform.

To be clear, PPL stands behind its RFP response and contract performance. But even accepting DOJ's allegations as true, DOJ's factual allegations merely establish that PPL's eventual performance did not exactly match what it committed to do in its bid. This is insufficient to state a claim for fraud. "[W]here a plaintiff alleges that defendant['s] failure to honor a promise (*i.e.,* contract nonperformance) is the basis of the alleged fraud," the plaintiff must establish "fraudulent intent at the time of contract execution; evidence of a subsequent willful breach cannot sustain the claim." *Cappone v. Morrissey*, 2018 WL 4055280, at *7 (E.D.N.Y. July 27, 2018), *R&R adopted*, 2018 WL 4054871 (E.D.N.Y. Aug. 24, 2018) (citation modified). Because DOJ pleads no facts suggesting that PPL lacked the intent to perform the contract according to the commitments and representations made in its RFP response, the allegations of false representations and certifications in PPL's bid are insufficient and should be dismissed.

PPL's Bid Representations as to Costs. The most glaring example of the absence of viable fraud allegations is DOJ's discussion of PPL's proposed PMPM in its successful bid. DOJ

alleges that PPL's $68.50 PMPM and certifications were "false" because it was "clear" from the RFP and contract that the single FI would be entitled to compensation "solely" from the PMPM and "'direct care [service]' costs" included in the billed rate "must flow to the CDPAP caregivers" and could not be used for "cost reimbursement." Compl. ¶¶ 4, 37, 38, 41. But these allegations rest on DOJ's mistaken interpretation of what the RFP and contract required or (in DOJ's view) prohibited.[21] As discussed *supra* Factual Background Sec. I(C), the RFP (i) expressly stated that the statewide FI would be "compensated separately" outside of the PMPM, and (ii) explicitly clarified that this additional compensation would be for "direct care service delivery" and come from the statewide FI's negotiated "contracts with the management care organizations" and the state. *See* Exs. A & C, at Sec. 5.4, 6.3.[22] Thus, PPL never "agree[d]" or "falsely certified" that "it would not be reimbursed by any source other than [its] PMPM[.]" Compl. ¶ 41. All bidders (including PPL) actually certified that they "would not be reimbursed separately … for ***any Administrative Services*** outside of its proposed all-inclusive PMPM … and its all-inclusive PMPM for Initial Transitions Costs[.]" Ex. E at 241.

Setting aside DOJ's mischaracterization of the RFP and PPL's representations in the contract, the Complaint is devoid of any factual allegations suggesting that PPL intended to violate

[21] In a tacit concession that DOJ's theory is not supported by the language of the RFP or Q&As, the Complaint carefully avoids quoting the RFP and Q&As. To illustrate, the Complaint references or purports to summarize RFP requirements in 21 instances, but only purports to quote the RFP or Q&As in 4 instances.

[22] In addition to mischaracterizing RFP language, DOJ selectively quotes from Q&As 724 and 708 as supposedly supporting its claim. *See* Compl. ¶ 39. But those Q&As also disprove DOJ's allegations. The quoted Q&As reiterate that PPL's "***administrative*** costs will be compensated via the … PMPM …exclusively[.]" Ex. B at Q&A No. 724; *see also id.* 708. The Q&As ***do not*** state (nor does the RFP or the contract) "that the sole FI would be compensated solely with a [PMPM] payment from the state to compensate the FI for ***all*** costs" or "that a constant, unchangeable PMPM for the five years of the contract would […] be the ***sole*** way that the FI could ***cover its costs***" as DOJ alleges. Compl. ¶ 38.

its supposed agreement or certification that it would not accept compensation beyond the PMPM. This dooms DOJ's theory that PPL submitted a fraudulent PMPM and false certifications.

PPL's Bid Representations Concerning its Financial Plan. The threadbare allegations concerning PPL's bid representations concerning its financial wherewithal are similarly insufficient. The Complaint notes that "PPL's bid submission also represented that PPL had 'a financial capital structure plan that supports the startup costs needed for this contract.'" Compl. ¶ 36. DOJ then makes the conclusory assertion that "in reality, PPL knew that its finances were insufficient to launch or competently execute the contract on day one." *Id.*

DOJ's only proffered support for this allegation is a post-RFP response board presentation discussing its financing plan for the initial CDPAP costs. *Id.* But, if anything, that presentation only confirms PPL had an intent to fulfill the various representations it made in its RFP response. *See* **Ex. E**, Oct. 2024 Board Presentation at 5, 12 (explaining capital was needed for staffing, etc.). DOJ does not, because it cannot, allege that the financing PPL successfully achieved was inconsistent with its representation in its RFP response that it had a financial "plan" in place. What is more, the Complaint lacks any claim that the transition was undercapitalized, because it was not. PPL spent tens of millions of dollars obtained through project financing to successfully accomplish the transition, which is exactly what PPL committed to do in its RFP response.

PPL's Other Allegedly False Bid Representations. DOJ also points to the representations in PPL's bid about its staffing plan as supposed examples of fraud. Compl. ¶¶ 32-33. DOJ wrongly alleges that the fulfillment of that plan fell short of PPL's prediction. *Id*. ¶¶ 91-95. PPL obviously contests DOJ's characterizations, but nowhere does DOJ allege any facts supporting the charge that PPL had no ***intention*** of following through on the staffing plan as described in the RFP. The same is true for DOJ's allegations about PPL's technology (*id*. ¶¶ 34–

35) and the transition timeline (*id.* ¶¶ 67, 90–91). DOJ simply points to the RFP response and mischaracterizes what occurred as if that were enough to allege a fraudulent lack of any intent to perform. It is not. As this Court routinely holds, "to make out a fraud claim based on a defendant's 'undisclosed intention to breach' a promise, 'proof of such intention must be based on more than a mere showing of non-performance.'" *Kaikov v. Kaikov*, 2020 WL 9812923, at *11 (E.D.N.Y. Oct. 5, 2020) (citation modified). PPL does not concede that it failed to perform on any of these representations. But the fact remains that all DOJ has alleged is failure to perform. The utter absence of any factual allegation that PPL lacked the intention to perform dooms DOJ's fraud allegations.

B. DOJ's Vague Allegations Regarding PPL's Statements During CDPAP are Legally Defective Under Rule 9(b).

As to the later allegedly false statements made by PPL during the CDPAP contract – to MCOs and the public – DOJ's allegations fail several times over. DOJ does not plead any such false statement with particularity and often fails to allege that the statements were even false. "[To] comply with Rule 9(b), the complaint must: (1) specify the statements that the plaintiff contends were fraudulent, (2) identify the speaker, (3) state where and when the statements were made, and (4) explain why the statements were fraudulent." *Lerner v. Fleet Bank, N.A.*, 459 F.3d 273, 290 (2d Cir. 2006). In other words, it "requires that a plaintiff set forth the who, what, when, where and how of the alleged fraud." *SHHA, LLC v. Opal Holdings LLC*, 2021 WL 9678663, at *5 (E.D.N.Y. Dec. 1, 2021). DOJ does not even attempt to satisfy this burden.

As a threshold matter, DOJ's entire fraud theory fails because fraud allegations "must link the allegedly fraudulent statement to an individual speaker; attribution to a corporate entity or its representative is insufficient." *Greenspan v. Allstate Ins. Co.*, 937 F. Supp. 288, 291 (S.D.N.Y. 1996). DOJ does not attribute a single fraudulent statement to any particular person at PPL. This

is fatal to its fraud claims without further analysis. *See, e.g., Burnett v. Halyard Health, Inc.*, 2016 WL 11746743, at *5 (N.D.N.Y. Oct. 12, 2016) ("Courts in this circuit have been clear that allegations of fraud cannot rely on generalized claims that corporations or their agents made fraudulent statements."); *Negrete v. Citibank, N.A.*, 237 F. Supp. 3d 112, 123 (S.D.N.Y. 2017), *aff'd,* 759 F. App'x 42 (2d Cir. 2019) ("Plaintiffs do not meet the particularity requirements of Rule 9(b) because they fail to identify the alleged Citibank employees who made these allegedly fraudulent statements.").[23]

DOJ offers the Court next to nothing in support of its allegations that PPL knowingly made false statements during performance of the CDPAP contract. The Complaint identifies two audiences to which PPL supposedly made false statements – the MCOs and the public – but never comes close to satisfying 9(b)'s particularity standard. For example, in its eventual fraud count, DOJ alleges that PPL made "false or misleading statements to MCOs" and paraphrases the topics of those supposed false statements as concerning "the financial structure of its direct care costs." Compl. ¶ 125(c). Yet the Court will search in vain through the Complaint for ***any*** allegation that either identifies ***who*** made the statements; ***what*** was specifically said; ***when*** the unidentified individual made the unspecified statements; ***where*** the alleged statements were made or in what manner; or ***how*** the statements concerning "the financial structure of its direct care costs" were false. Any one such failure dooms DOJ's fraud theory. Yet, the Complaint objectively fails to plead ***any*** of these necessary allegations as to ***any*** "fraudulent" statement made by a PPL employee to ***any*** MCO. The allegations therefore must be dismissed. *See*, *e.g.*, *Capital Source, LLC, et al. v.*

[23] DOJ may reference its policy not to name individuals when making accusations of criminal fraud. This misses the point completely. DOJ does not make any effort to identify unique individuals by title or position. Indeed, DOJ is intentionally vague and at times appears to attempt to confuse the reader by describing a single PPL employee as if it were two different people. It is this type of vague and impenetrable pleading that Rule 9(b) prohibits.

Goldner Capital Mgmt. et al., 2026 WL 1694672, at *16 (E.D.N.Y. June 11, 2026) (dismissing claim where pleading party failed to "allege a specific fraudulent statement or omission, fails to explain where, when, and by whom they were made, and fails to explain why they were fraudulent when made and how he reasonably relied on them.").

The same is true for the allegedly false statements PPL made to the public. DOJ makes vague reference to PPL's interactions with caregivers and patients with no attempt at particularity. According to the Complaint, "PPL assured caregivers that their eligibility and work would not change," Compl. ¶ 73, and "that it was not changing pay rates and assured patients that they would continue to receive services from the same caregivers if they wished…." *Id*. ¶ 106. But in both instances, DOJ fails to allege the time, location, speaker, and the specific words, and fails to provide the context revealing the statements were false. Even where DOJ purports to quote verbatim statements allegedly made to patients – such as "the only thing that is changing about CDPAP is that PPL will now be the company doing payroll" from an undated script (*id.* ¶ 73) and "[i]f you are eligible and participating in CDPAP, nothing changes there […] Same with your current services" from a separate undated presentation (*id.*) – the Complaint fails to allege who the speaker was, when and where the statements were made, and why or how they were false.

Unwilling or unable to provide more, DOJ fills the gap with baseless, vague and conclusory claims that "Defendants knew these assurances of continuity were false[,]" (*id.* ¶ 74), and "knew … it was altering benefits packages and reducing effective pay and benefits for many caregivers[,]" (*id*. ¶ 104). Apart from being devoid of any evidence that PPL thought any such statement was false, it is well-settled that these vague and conclusory allegations fail to state a claim for fraud as a matter of law. "[D]espite [Rule 9(b)'s] caveat that "[m]alice, intent, knowledge, and other condition[s] of mind of a person may be averred generally," courts still have required plaintiffs to

provide some factual basis for conclusory allegations as to state of mind." *Soper v. Simmons Int'l, Ltd.,* 632 F. Supp. 244, 248-49 (S.D.N.Y. 1986).

C. DOJ Fails to Allege Any Facts Demonstrating Fraudulent Intent.

While Rule 9(b) allows scienter to be alleged generally, that provision "must not be mistaken for a license to base claims of fraud on speculation and conclusory allegations. Accordingly, [DOJ] must allege ***facts*** that give rise to a ***strong inference*** of fraudulent intent." *Am. Exp. Travel Related Servs. Co. v. Henein*, 257 B.R. 702, 706 (E.D.N.Y. 2001). *See also Cappone*, 2018 WL 4055280, at *7 (dismissing fraud claims where "there are no allegations at all in the Complaint about [defendant's] state of mind, other than a single conclusory allegation[;] that is insufficient."). Even if DOJ had managed to allege specific actionable false statements (it has not), it must separately point to ***facts*** that PPL believed it was saying false things, not just DOJ's overheated rhetoric. The Complaint offers no such facts, only conclusory allegations, and thus its fraud claims fail for this independent reason.

"[DOJ's] allegations of scienter scattered throughout the [Complaint] are conclusory. …These allegations include no factual detail at all with respect to mental state. …They simply urge that the [PPL] 'knew.' Such conclusory assertions are not entitled to the presumption of truth and they cannot by themselves establish fraudulent intent." *BAT, LLC v. TD Bank, N.A.*, 2018 WL 4693644, at *7 (E.D.N.Y. Sept. 28, 2018). The Complaint "simply states in conclusory fashion that [PPL] knew its statements were false without alleging facts as to how [PPL] and/or its representatives possessed such knowledge." *City Calibration Centers Inc. v. Heath Consultants Inc.*, 727 F. Supp. 3d 332, 364 (E.D.N.Y. 2024):

Statements to Consumers. "PPL knew or was willfully blind to the fact that, contrary to its representations to program participants, it was altering benefits packages and reducing effective pay and benefits for many caregivers." Compl. ¶ 104. This is a naked argumentative assertion with

no facts supporting an inference fraudulent intent, no reference to a PPL employee, document, or witness.

Transition Timeline. "PPL's transition effort was dead in the water from the start, and PPL and NYSDOH knew it." *Id.* ¶ 75. No evidence, no facts. No reference to a PPL employee, document, or witness. Put aside that it is a matter of public record that PPL succeeded in completing the transition in the timeframe prescribed by court orders (which had extended the original deadline for reasons outside PPL's control). Overwrought assertions that PPL knew the transition was "dead in the water" do not satisfy Rule 9(b). DOJ should know this.

PPL's PMPM. Here DOJ's Complaint is at its most nonsensical. DOJ alleges that PPL's proposed PMPM included in its RFP response was "fraudulent" (*id.* ¶ 42), "artificially low" (*id.* ¶ 53), a "sham figure" (*id.* ¶ 55), and a "fig leaf of a pretend" (*id.* ¶ 56). One would expect such rhetoric to be supported with allegations explaining how PPL's PMPM was purportedly false. DOJ utterly fails to do so. This is partly because it was a proposed contract price to which NYSDOH agreed and pursuant to which PPL has been performing. It is not the kind of fact that can be "false."

What DOJ appears to be implying is that PPL did not believe in its PMPM, meaning PPL did not believe that it could deliver the CDPAP contract at that price. Yet DOJ cannot even bring itself to make that allegation directly, let alone support it with any ***asserted facts*** suggesting that PPL "knew" there was anything untrue about its proposed PMPM.

That is because DOJ's misguided assertion is based on a self-evidently faulty premise. Although DOJ claims that the RFP prohibited the single FI from receiving compensation from sources other than the PMPM, (*id.* ¶¶ 37–40), DOJ does not even attempt to allege that PPL ***knew*** that its PMPM would be "the sole way that [it] could cover its costs and earn a profit" and thus might be too low (*id.* ¶ 38). PPL had no such understanding ***because the RFP expressly stated the***

opposite. *See* Factual Background Sec. I(C) *supra*.

D. DOJ's Own Allegations Foreclose the Existence of Materiality Under Section 1035.

DOJ's claim under § 1035 should be dismissed for the additional reason that DOJ affirmatively pleads its way out of materiality, which is a required element. To allege a violation of 18 U.S.C. § 1035, DOJ must allege that PPL knowingly and willfully "falsifie[d], conceal[ed], or cover[ed] up … a ***material*** fact," or made a "***materially false, fictitious*** or ***fraudulent*** statement[] or representation[]." 18 U.S.C. § 1035 (1)–(2). Although DOJ repeatedly recites the legal conclusion that PPL's alleged misrepresentations were "material," (Compl. ¶ 3),[24] (i) legal conclusions are not accepted as true, *Iqbal*, 556 U.S. at 678; and (ii) the ***only*** facts DOJ alleges concerning materiality defeat this legal conclusion rather than support it.

Desperate for allegations suggesting NYSDOH was somehow complicit in PPL's alleged scheme, DOJ inadvertently defeats its own claim under § 1035 by pleading facts establishing that PPL's alleged false statements were not material. False statements are material if they "ha[ve] a natural tendency to influence, or [are] capable of influencing, the decision of" the health care benefit program." *United States v. Natale*, 719 F.3d 719, 737 (7th Cir. 2013) (finding plain error where district court failed to instruct jury that the false statements must be material although affirming conviction on other grounds).

According to DOJ's own allegations, NYSDOH supposedly knew that (i) PPL was unable to complete transition "on the contractually prescribed three-month timeline" "before the contract was signed" and signed it anyway (Compl. ¶ 5); (ii) PPL was undercapitalized and required "large upfront payments from NYSDOH" and, despite contrary language in the RFP, made those advance payments to PPL anyway (*id.* ¶¶ 59–60); (iii) PPL was also extracting "upfront payments" from

[24] *See also* Compl. ¶¶ 5, 31, 125(b), (d), (f), and 131(c).

the MCOs not contemplated by the contract and did nothing to stop it (*id.* ¶ 61); and (iv) PPL was flouting alleged prohibitions "in the RFP and contract about PPL not making profits form the billable rate" (*id*. ¶¶ 62, 64), NYSDOH internally disagreed with PPL's approach (*id.* ¶¶ 63, 65), but never enforced "the limitations in the RFP and contract" against PPL (*id.* ¶¶ 62, 66).

By alleging NYSDOH had knowledge of the falsity, "stood idly by[,]" took no "remedial action" and continued to pay PPL under the contract, (*id.* ¶ 58), DOJ has defeated the materiality element of its own claims. "[I]f the government regularly pays a particular type of claim in full despite actual knowledge that the requirements were violated, and has signaled no change in position, that is strong evidence that the requirements are not material." *U.S. v. Cath. Health Sys. of Long Island Inc.*, 2017 WL 1239589, at *21.

IV. DOJ's Conspiracy Claim Under 18 U.S.C. § 1349 Is Barred by the Intra-Corporate Doctrine.

DOJ's tacked-on claim for conspiracy under 18 U.S.C. § 1349 fails for the straightforward reason that PPL cannot conspire with itself. "Under the intra-corporate conspiracy doctrine, officers, agents, and employees of a single corporate or municipal entity, each acting within the scope of his or her employment, are legally incapable of conspiring with each other." *Bartels v. Inc. Vill. of Lloyd Harbor*, 97 F. Supp. 3d 198, 216–17 (E.D.N.Y. 2015), *aff'd sub nom. Bartels v. Schwarz*, 643 F. App'x 54 (2d Cir. 2016) (citation modified). Although DOJ pleads the legal conclusion that "PPL has conspired and attempted to violate, is conspiring and attempting to violate, and is about to conspire and attempt to violate 18 U.S.C. § 1347," Compl. ¶ 132, the Complaint does not contain any facts to support this legal conclusion. Legal conclusions are not accepted as true, even at the motion to dismiss stage. *Iqbal*, 556 U.S. at 678.

Here, the only parties to the conspiracy would be the PPL officers and employees referenced in the Complaint. Because they are all employees of a single corporate entity, *i.e.*, PPL,

and are each "acting in the scope of his or her employment," they are "legally incapable of conspiring with each other." *McCrae v. Town of Brookhaven*, 759 F. Supp. 3d 372, 396–97 (E.D.N.Y. 2024). There are no factual allegations that would support a conspiracy. DOJ's claim under § 1349 therefore fails, and because DOJ cannot identify any co-conspirators, the claim should be dismissed with prejudice.

V. DOJ Does Not Even Attempt to Plead Any Facts in Support of Its Misguided – and Facially Illegitimate – Request for a Receiver.

DOJ's request for appointment of a receiver reads as an afterthought and, regardless, should be stricken under Rule 12(f) because DOJ has not even attempted to allege facts that would warrant such a drastic remedy. Appointment of a receiver "is an extraordinary remedy" that must be "employed cautiously and granted only when clearly necessary to protect plaintiff's interests in the property." *Green Mountain Holdings (Cayman) Ltd. v. LV 35 Avenue Corp.*, 2023 WL 11984988, at *2 (E.D.N.Y. Nov. 17, 2023) (Merchant, J.). DOJ is entitled to this drastic relief only against a defendant who "is alienating or disposing of property, or intends to alienate or dispose of property" traceable to the alleged offense. 18 U.S.C. § 1345(a)(2); *United States v. Jones*, 652 F. Supp. 1559, 1560 (S.D.N.Y. 1986). And where relief is unavailable as a matter of law on the facts pleaded, courts in this Circuit strike it under Rule 12(f). *Cf. Styleline Studios*, 2025 WL 2306738, at *18 ("[A]mple authority permits striking prayers for punitive damages where such relief is unavailable as a matter of law.").[25]

As discussed *supra* Argument Sec. I(C), DOJ asks this Court to permanently freeze and

[25] In the alternative, PPL moves for dismissal of the receivership request under Fed. R. Civ. P. 12(b). As this Court has acknowledged, "there is "divided case authority" on whether striking or dismissing a punitive damages request is the better course of action," even though "many courts have stated that because "punitive damages are a form of damages, not an independent cause of action, a motion to dismiss a prayer for relief in the form of punitive damages is 'procedurally premature.'" *Styleline Studios*, 2025 WL 2306738, at *18.

seize PPL's monetary assets through a receivership. That remedy demands, at a minimum, allegations of "imminent danger of the property being lost, concealed, injured, diminished in value, or squandered." *Green Mountain*, 2023 WL 11984988, at *4 (citation modified). DOJ pleads none. Indeed, DOJ does not even attempt to allege that PPL "is alienating or disposing of… or intends to alienate or dispose of [its monetary assets]" because ***no such evidence exists***.

DOJ asks the Court to enter orders "freezing an amount equivalent to … any amounts beyond the $68.50 PMPM and any … money PPL obtains as the result of the difference between the amount it makes from the MCOs and the amounts it pays the caregivers." Compl. ¶ 139. That "difference" is spent on the caregivers' overtime pay, healthcare benefits, holiday pay, and paid time off. Thus, DOJ inexplicably asks the Court to freeze ***hundreds of millions of dollars*** that are either directly flowing to or directly benefiting CDPAP caregivers. Because DOJ pleads no facts showing that PPL is dissipating, or intends to dissipate, assets traceable to the alleged offense, it has "not made an adequate showing" for this extraordinary remedy, and "[n]o clear necessity is present here." *Green Mountain*, 2023 WL 11984988, at *4, *7. *See Capital Solutions, LLC v. Konica Minolta Business Solutions U.S.A., Inc.,* 2009 WL 1635894, at *9 (D. Kan. June 11, 2009) (refusing receivership where the claimant "fail[ed] to allege any reasons, let alone any compelling equitable reasons or extreme circumstances, such as imminent danger that its property will be lost, concealed or diminished in value, which would warrant the appointment of a receiver.").

CONCLUSION

For the foregoing reasons, PPL respectfully requests that the Court dismiss Counts I and II of the Complaint with prejudice.

Dated: August 10, 2026

Respectfully submitted,

s/ Philip J. O'Beirne

Philip J. O'Beirne*
POBeirne@steinmitchell.com
Melissa S. Fox (NY Bar 4507729)
MFox@steinmitchell.com
Samantha P. Christensen*
SChristensen@steinmitchell.com
Nicholas W. Cannon*
NCannon@steinmitchell.com
STEIN MITCHELL BEATO & MISSNER LLP
2000 K Street, N.W., Suite 600
Washington, D.C. 20006
(202) 737-7777 (telephone)
(202) 296-8312 (fax)

Counsel for Defendant Public Partnerships, LLC

* admitted *pro hac vice*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served on this 10th day of August 2026 via electronic mail upon all counsel of record as reflected in the below Service List.

s/ Philip J. O'Beirne
Philip J. O'Beirne

Counsel for Public Partnerships LLC

SERVICE LIST

Patrick R. Runkle
Patrick.R.Runkle@usdoj.gov
Francisco L. Unger
Franscico.L.Unger@usdoj.gov
Shimeng Zhang
Shimeng.Zhang@usdoj.gov
U.S. Department of Justice
Civil Division
P.O. Box 386
Washington, DC 20044

Michael S. Blume
Michael.Blume@usdoj.gov
U.S. Attorney's Office
Eastern District of New York
271 Cadman Plaza East
Brooklyn NY 11201

Counsel for United States

Arun G. Rao
ARao@igint.com
Mayer Brown LLP
1999 K Street NW
Washington, DC 20006

Gina M. Parlovecchio
GParlovecchio@mayerbrown.com
Mayer Brown LLP
1221 Avenue of the Americas
New York, NY 10020

Counsel for Defendants McDonald and Bassiri

Guy Petrillo
GPetrillo@pkbllp.com
Emma Susanne Spiro
ESpiro@pkbllp.com
Petrillo Klein & Boxer LLP
655 Third Avenue
New York, NY 10017

Counsel for Defendant Bassiri

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA, *Plaintiff*, v. PUBLIC PARTNERSHIPS, LLC, *et. al*. *Defendants*.	Case No. 1:cv-26-3601-OEM-JRC **DECLARATION OF PHILIP J. O'BEIRNE IN SUPPORT OF DEFENDANT PUBLIC PARTNERSHIPS, LLC'S MOTION TO DISMISS**

I, PHILIP J. O'BEIRNE, declare under penalty of perjury as follows:

1. I am a partner in the law firm of Stein Mitchell Beato & Missner, LLP ("Stein Mitchell") and lead counsel of record for Defendant Public Partnerships, LLC ("PPL") in the above-captioned matter.

2. I have personal knowledge of the matters set forth in this declaration and I make this declaration in support of PPL's Motion to Dismiss Counts I and II of the Complaint filed by Plaintiff United States of America ("Plaintiff" or the "Government") on June 16, 2026 (the "Motion"). The facts stated herein are true and correct to the best of my knowledge and belief.

3. On February 20, 2025, PPL received a Subpoena Duces Tecum (the "Subpoena") from the Consumer Protection Branch within the United States Department of Justice ("DOJ"). The Subpoena sought documents related to PPL's handling of New York's Consumer Directed Personal Assistance Program ("CDPAP"). New York awarded the CDPAP contract to PPL on September 30, 2024, following a competitive procurement process.

4. Between February 2025 and March 2026, PPL produced more than 19,000 documents in response to the Subpoena.

5. On March 25, 2026, counsel for the Government, Patrick Runkle and Francisco Unger, hosted members of my firm at DOJ's offices located at 450 Fifth Street NW in Washington, D.C. During a three-hour meeting, Mr. Runkle and Mr. Unger explained that their office had sought authorization to file civil litigation against PPL.

6. On April 30, 2026, Mr. Runkle emailed me requesting that PPL produce additional written evidence and make available for witness interviews four PPL executives. Specifically, DOJ requested to interview PPL's former Chief Executive Officer, Vince Coppola, President, Maria Perrin, and Chief Financial Officer, Sherwin Krug, and one of PPL's Vice Presidents for Business Development, Mark Altieri.

7. PPL agreed to made the witnesses available for DOJ interviews based on Mr. Runkle's prior representations that this was a civil matter. On Friday, May 8, 2026, I proposed interview dates for the PPL witnesses DOJ requested. I also offered for DOJ to interview a fifth witness, PPL's Chief Growth Officer, Ms. Bonnie Vaughn.

8. Ultimately, PPL and DOJ agreed that the interviews of Mr. Coppola and Ms. Perrin would occur on May 20, 2026, and DOJ's interviews of Mr. Krug and Ms. Vaughn were scheduled to occur the following week, on May 28, 2026.

9. On May 12, 2026, I emailed Mr. Runkle seeking written confirmation that this was not a criminal case. Mr. Runkle had repeatedly assured us that the lawsuit was not criminal, and I sought written assurances that DOJ continued to view the case as a civil matter given the impending voluntary witness interviews.

10. On May 13, 2026, Mr. Runkle responded: "Probably best to discuss the civil/criminal question on the phone, but bottom line is that the proposed action is a civil injunction action."

11. I spoke with Mr. Runkle the following day, on May 14, 2026, in a zoom meeting attended by four other members of my firm – *i.e.*, Jonathan Missner, Samantha Christensen and Nicholas Cannon.

12. During that call, Mr. Runkle immediately assured us that "this is not a criminal case." Mr. Runkle further confirmed that "[n]o grand jury subpoenas were issued in this investigation," "there's no intent to proceed criminally," and "it's not a criminal action."

13. Mr. Runkle explained why he was reluctant to acknowledge the civil nature of the lawsuit in writing. He stated (in exactly these words or close to them): "The civil action that we've talked about imports criminal law into it. That just adds a level of complexity to me saying that it's not a criminal investigation because, well, it's not, but it's a civil action that's based on criminal statutes."

14. Attached to the Motion as **Exhibit A** is a true and correct copy of Request for Proposals #20524 issued by the New York State Department of Health ("DOH") on June 17, 2024, to select a single statewide fiscal intermediary to administer CDPAP.

15. Attached to the Motion as **Exhibit B** is a true and correct copy of Questions and Answers issued by DOH on August 7, 2024.

16. Attached to the Motion as **Exhibit C** is a true and correct copy of Amendment #3 to Request for Proposals #20524 issued by DOH on August 7, 2024, which, among other things, modified the payment terms under Request for Proposals #20524.

17. Attached to the Motion as **Exhibit D** is a true and correct copy of PPL's Response to Request for Proposals #20524 submitted on August 21, 2024.

18. Attached to the Motion as **Exhibit E** is an excerpt of PPL's October 2024 Board Presentation.

I declare under penalty of perjury that the foregoing is true and correct.

This _10th___ day of August 2026.

Philip J. O'Beirne

EXHIBIT A

Request for Proposals

RFP #20524

New York State Fiscal Intermediary Services

Issued: June 17, 2024

DESIGNATED CONTACT:

Pursuant to State Finance Law §§ 139-j and 139-k, the New York State Department of Health (hereinafter referred to as the **Department** or as **DOH)** identifies the following designated person to whom all communications attempting to influence the Department's conduct or decision regarding this procurement must be made.

Sue Mantica
Bureau of Contracts
New York State Department of Health
Corning Tower, Room 2827
Governor Nelson A. Rockefeller Empire State Plaza
Albany, New York 12237
Telephone: 518-474-7896
Email Address: sue.mantica@health.ny.gov

PERMISSIBLE SUBJECT MATTER CONTACT:

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

Michael Lewandowski
New York State Department of Health
Office of Health Insurance Programs
Division of Finance and Rate Setting
Telephone: 518-473-4657
Email Address: OHIPContracts@health.ny.gov

TABLE OF CONTENTS

(Hyperlinked; click to go directly to desired topic.)

1.0 CALENDAR OF EVENTS 3
2.0 OVERVIEW AND IMPORTANT INFORMATION 3
2.1 Background Information 3
2.2 Other Important NYS Contracting Information for Bidders 3
2.3 Term of the Agreement and Termination Provisions 4
3.0 BIDDER QUALIFICATIONS 4
3.1 Minimum Qualifications 4
4.0 FISCAL INTERMEDIARY SCOPE OF WORK 5
4.1 Required Fiscal Intermediary Services 5
4.2 Best Practices 6
4.3 Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements 6
4.4 Statewide Fiscal Intermediary Compliance Requirements 7
4.5 Fiscal Intermediary Organizational Requirements 8
4.6 Fiscal Monitoring and Oversight Requirements 9
4.7 Quality Monitoring and Reporting Requirements 9
4.8 Information Technology Requirements 10
4.9 Privacy, Security and Confidentiality 10
4.10 Transition Requirements 11
5.0 ADMINISTRATIVE INFORMATION 11
5.1 Restricted Period 11
5.2 Questions 12
5.3 Right to Modify RFP 12
5.4 Payment 12
5.5 Minority & Women-Owned Business Enterprise (M/WBE) Requirements 13
5.6 Contract Insurance Requirements 13
5.7 Subcontracting 15
5.8 DOH's Reserved Rights 16
5.9 Freedom of Information Law ("FOIL") 16
5.10 Encouraging Use of New York Businesses in Contract Performance 17
5.11 Participation Opportunities for NYS Certified Service-Disabled Veteran-Owned Businesses 17
5.12 Intellectual Property 17
5.13 Vendor Assurance of No Conflict of Interest or Detrimental Effect 17
6.0 PROPOSAL CONTENT 17
6.1 Administrative Proposal 18
6.2 Technical Proposal 20
6.3 Cost Proposal 24
7.0 PROPOSAL SUBMISSION 25
7.1 No Bid Form 25
8.0 METHOD OF AWARD 25
8.1 General Information 25
8.2 Submission Review 26
8.3 Technical Evaluation 26
8.4 Cost Evaluation 26
8.5 Composite Score 26
8.6 Best and Final Offers 26
8.7 Award Recommendation 27
9.0 ATTACHMENTS 27
ATTACHMENT A 28
ATTACHMENT B 29
ATTACHMENT C 31
ATTACHMENT D 32
ATTACHMENT E 33
ATTACHMENT F 34
ATTACHMENT F-1 35

1.0 CALENDAR OF EVENTS

RFP #20524 – STATEWIDE FISCAL INTERMEDIARY SERVICES	
EVENT	**DATE**
Issuance of Request for Proposals	**June 17, 2024**
Deadline for Submission of Written Questions	Questions Due By **July 2,** 2024 **by 4:00 p.m. ET**
Responses to Written Questions Posted by DOH	On or About **July 19, 2024**
Deadline for Submission of Proposals	Proposals Due On Or Before **August 2, 2024 by 4:00 p.m. ET**
Anticipated Contract Start Date for Awarded Statewide Fiscal Intermediary	**October 1, 2024**

2.0 OVERVIEW AND IMPORTANT INFORMATION

Through this Request for Proposals (RFP), the New York State (State) Department of Health (the Department or DOH) is seeking competitive proposals from qualified bidders to provide Statewide Fiscal Intermediary services as further detailed in Section 4.0 (Scope of Work). It is the Department's intent to award one (1) contract from this procurement.

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).

Fiscal Intermediaries (FIs) are entities that perform administrative and financial functions for consumers within CDPAP, which may include assisting consumers with navigation of the program by providing individual consumer assistance and support as needed, consumer peer support, and education and training to consumers on their duties under the program.

The SFY2024-2025 NYS budget requires the state, managed care plans, managed long term care plans, local social service districts, and other appropriate long-term service programs offering Consumer Directed Personal Assistance Services (CDPAS) to contract with a statewide fiscal intermediary (Statewide Fiscal Intermediary or Statewide FI). Pursuant to the NYS budget and after execution of the contract between the Department and the awarded Statewide Fiscal Intermediary, all subcontractors of the awarded Statewide Fiscal Intermediary are required to register with the Department within 30 days of being selected as a subcontractor.

2.2 Other Important NYS Contracting Information for Bidders

The bidder **must** review, and is requested to have its legal counsel review, Attachment 8, the DOH Agreement (Standard Contract). The awarded Statewide FI must be willing to enter into the Contract awarded pursuant to this RFP and the terms of Attachment 8, **subject only to any amendments to the Standard Contract agreed by the Department during the Question and Answer Phase of this RFP** ***(see,*** Section 5.2**)**. Please note that this RFP and the awarded Statewide FI's bid will become part of the Contract as Appendix B and C, respectively.

It should be noted that Appendix A of Attachment 8, "Standard Clauses for New York State Contracts", contains important information, terms, and conditions related to the Contract to be entered into as a result of this RFP and **will be incorporated, without change or amendment**, into the Contract entered into between DOH and the successful bidder. By submitting a response to this RFP, the bidder agrees to comply with all the provisions of the Contract, including all the provisions of Appendix A.

Note, Attachment 7**,** the bidder's Certified Statements, **must** be submitted by each bidder and includes a statement that the bidder accepts, **without any added conditions, qualifications or exceptions,** the contract terms and conditions contained in this RFP including any exhibits and attachments, including, without limitation, Attachment 8. It also includes a statement that the bidder acknowledges that, should any alternative proposals or extraneous terms be submitted with its bid, such alternate proposals or extraneous terms will not be evaluated by the DOH.

Any qualifications or exceptions proposed by a bidder to this RFP 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 Section 1. (Calendar of Events). Any such qualifications or exceptions that are not proposed prior to the deadline for the submission of written questions will not be considered by DOH after contract award. Any amendments DOH makes to the RFP as a result of questions and answers will be publicized on the DOH web site and will be available and applicable to all bidders equally.

2.3 Term of the Agreement and Termination Provisions

This contract term is for a period of five (5) years commencing on the date the contract is approved by the Commissioner of Health, anticipated to begin on the start date identified in Section 1.0: Calendar of Events, as granted under the authority and provisions of N.Y. Social Services Law § 365-f (4-a)(b)), as amended by Part HH of chapter 57 of the Laws of 2024. The start date and contract term are subject to continued statutory authority and federal financial participation, successful contractor performance, and approval of the Commissioner of Health. The awarded Statewide FI 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 SSL § 365-f(4-b), the Department may terminate the awarded Statewide FI's contract or suspend or limit its rights and privileges under the contract upon 30 days written notice to the awarded Statewide FI 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 BIDDER QUALIFICATIONS

3.1 Minimum Qualifications

Entities eligible to submit a bid under this RFP in accordance with SSL § 365-f shall include:

a) An entity capable of performing statewide fiscal intermediary services with demonstrated cultural and language competencies specific to the population of consumers and those of the available workforce with experience serving individuals with disabilities **and** as of April 1st, 2024, is providing services as a fiscal intermediary on a statewide basis in at least one other state.

4.0 FISCAL INTERMEDIARY SCOPE OF WORK

The awarded Statewide Fiscal Intermediary will be responsible for the delivery of fiscal intermediary services to consumers receiving CDPAS as defined in Part HH of Chapter 57 of the Laws of 2024, including:

- Ensuring that subcontractors meet all applicable federal and state laws and regulations;
- Subcontracting to facilitate the delivery of fiscal intermediary services to each entity that is a service center for independent living under section 1121 of the New York State Education Law ("EDN") and has been providing fiscal intermediary services since January 1, 2024, or earlier; and
- Subcontracting with at least one entity per NYS DOH MLTC rate setting region, as seen in Attachment D, that has a proven record of delivering services to individuals with disabilities and the senior population and has been providing fiscal intermediary services since January 1, 2012, or earlier.

4.1 Required Fiscal Intermediary Services

This Section describes the Fiscal Intermediary services that are required to be provided by the Awarded Statewide FI. (See Attachment E for CDPAS Consumers by Region as of December 2023)

Each bidder should provide responses in Section 6.0: Bidder Content that address the requirements of this Section as part of its Technical Proposal.

The Statewide FI will be required to perform the fiscal intermediary (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 workers' 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), as well as documentation, where applicable, of completed background checks and completed training requirements;

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. Responsibilities of the consumer (or designated representative) 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 physical check distribution by the Consumer to the PA is the means of payment the Consumer and PA agree upon; and

g) Terminating PAs.

4.2 Best Practices

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

a) Providing peer supports, including peer mentoring and counseling for consumers and their identified supports to assist in navigating their responsibilities as joint employer;

b) Conducting visit(s) to the consumer's home;

c) With the consent of consumers, conducting face-to-face orientation for PAs;

d) Providing support for consumers to assist them in their role as a joint 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 consumers across the state; and

f) Establishing, maintaining, and monitoring an electronic email or an ADA compliant, user-friendly website that provides information to consumers and their identified supports and provide a means to report and/or resolve complaints and answer inquiries.

4.3 Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements

The awarded Statewide FI will accept and acknowledge its 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 proposal.

In the delivery of the services described in Section 4.1, the **Awarded Statewide FI**, 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 awarded Statewide FI, 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 PAs for a single consumer

d) Complying with all applicable social security, Workers' Compensation, disability and unemployment insurance employer requirements

e) Ensuring all PA employment forms are completed correctly and adequately and identify the awarded Statewide 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 Consumers 'PA billing records, and resolving any anomalies

j) Processing termination documentation 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 Statewide Fiscal Intermediary Compliance Requirements

In performing FI services described within the Scope of Work, the awarded Statewide FI must comply with all applicable State and federal laws, rules, regulations, and guidance, including, but not limited to:

a) The awarded Statewide FI will be required to enroll as a CDPAP-FI enrolled Medicaid provider. A bidder 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 RFP 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 Part 504, including but not limited to § 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, including but not limited to laws pertaining to overtime pay;

g) Wage and labor agreements, including union contracts and collective bargaining agreements;

h) Maintain personnel records for each PA, including time records and other documentation needed for wages and benefit processing and a copy of the medical documentation, as well as documentation, where applicable, of completed background checks and completed training requirements;

i) Electronic Visit Verification requirements the Department has implemented or will implement to comply with the federal 21st Century Cures Act. Please see https://www.health.ny.gov/health_care/medicaid/redesign/evv/index.htm for additional information; and

j) Department issued guidance and directives, and any other guidance, templates or directives the Department may issue with respect to marketing and marketing materials; and

k) The Department will require regular reporting from the Statewide FI as identified in Section 4.6 and 4.7 of the RFP. The frequency, format and content will be delineated after contract award.

4.5 Fiscal Intermediary Organizational Requirements

The awarded Statewide FI will:

a) Serve any consumer in a statewide capacity, and work with subcontractors and entities throughout the state;

b) Have and maintain an effective organizational structure with qualified administrative staff to deliver all the services of the Statewide FI 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;

d) Ensure the avoidance of actual or perceived conflicts of interest while operating as the Statewide FI (see Section 6.2.C and Attachment 4). Actual or perceived conflicts may include but are not limited to:
- An entity that is owned or controlled by a Licensed Home Care Services Agency (LHCSA) or a Managed Care Organization (MCO) in New York State or that owns or holds the controlling interest in a LHCSA or MCO in New York State;

e) Ensure that it has the appropriate cultural and linguistic competencies to serve 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 (ADA) (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. 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 in each region of the state (see Attachment D), that ensures the Statewide FI can effectively and timely deliver the services required in Section 4.0; and

h) Establish, maintain, and periodically review disaster preparedness and emergency plans and procedures related to the provision of required FI services; and

i) Provide a description of all pending audits related to fiscal intermediary services, both in New York and other states where the awarded Statewide FI is currently or has been operating.

4.6 Fiscal Monitoring and Oversight Requirements

The Awarded Statewide FI will:

a) Submit annual direct care and administrative cost reports required pursuant to SSL 365-f(4-a)(c);

b) Maintain written fiscal procedures that comply with generally accepted accounting principles and Medicaid rules and regulations, including internal control procedures;

c) Along with its subcontractors, the awarded Statewide FI will retain and preserve financial and other records that facilitate fiscal monitoring and audits, for a period of no less than six (6) years from the date that services were rendered.

d) Provide fiscal oversight and actively investigate issues regarding fiscal integrity;

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. The awarded Statewide FI along with its subcontractors, will refer to the Office of the Medicaid Inspector General (OMIG) any allegations of fraud, waste and abuse identified. 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

f) Comply with all provisions of 18 NYCRR Parts 514-520 and 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

g) Along with its subcontractors, the awarded Statewide FI will be subject to audit, investigation, and review by OMIG for a period consistent with the requirements outlined in 18 NYCRR Part 517. The awarded Statewide FI and its subcontractors will 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 by furnishing any records and information upon request.

h) Provide the Department with a quarterly report regarding the Contractor's EVV compliance with section 12006(a) of the 21st Century Cures Act and the bidder's EVV system's completeness and accuracy as required by 18 NYCRR Part 514.

i) Capture, verify, and accurately report with respect to any claims, the unique identifier of the PA as required by SSL § 365-f(3).

4.7 Quality Monitoring and Reporting Requirements

The awarded Statewide FI will be required to submit a Quality Management Plan. In addition, the awarded Statewide FI shall submit reports to the Department that include, but are not limited to, quality measures and other data to assist the Department, consumers, LDSS and MCOs with evaluating the effectiveness and quality of services provided by the FI under this contract and their impact on the overall quality and effectiveness of CDPAP. These reports are in addition to the requirement that the awarded Statewide FI submit annual direct care and administrative cost reports as required by Section 4.1 and SSL § 365-f. 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. The awarded Statewide FI will be required to cooperate with efforts by the Department to assess FI services under CDPAP including conducting a consumer satisfaction 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, as well as all NYS Electronic Visit Verification policies and standards.

4.9 Privacy, Security and Confidentiality Requirements

The awarded Statewide FI will comply fully with all current and future 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, rules, regulations, and administrative guidance with respect to the performance of this contract. The awarded Statewide FI 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 awarded Statewide FI may not, without written authorization from the DOH, divulge to third parties any confidential information obtained by the awarded Statewide FI or its agents, distributors, resellers, subcontractors, officers or employees while performing contract work. 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 awarded Statewide FI 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 awarded Statewide FI and subcontractors 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 awarded Statewide FI 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 awarded Statewide FI. 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 Statewide FI 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 awarded Statewide FI must notify DOH immediately if any breach of privacy or confidentiality occurs.

The awarded Statewide FI 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 RFP.

The awarded Statewide FI must ensure that it is 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 awarded Statewide FI must be turned over to the Department, another Department agent, or successor awarded Statewide FI during or at the end of the contract.

In addition to complying with the transition requirements provided in § 365-f (4-d) and any directives or guidance the Department may issue to facilitate a transition, the awarded Statewide FI and its subcontractors shall generally ensure that any transition to the Department, Departmental agent, or successor Statewide FI be done in a way that provides the Department with uninterrupted FI 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 awarded Statewide FI shall manage and maintain the appropriate number of staff to meet all requirements during the transition. All reporting and record requirements, security standards, and performance standards are still in effect during the transition period.

The awarded Statewide FI 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 Departmental 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 six (6) 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 RFP. Failure to comply fully with this information may result in disqualification of your proposal.

5.1 Restricted Period

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

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 bidder 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 the face page of this RFP 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 RFP. All questions and requests for clarification must cite the particular RFP Section and paragraph number where applicable and must be submitted via email to: OHIPContracts@health.ny.gov. It is the bidder'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 RFP

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

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

If the bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the bidder shall immediately notify DOH of such error in writing at OHIPContracts@health.ny.gov and request clarification or modification of the document.

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

5.4 Payment

The Contract awarded under this RFP will authorize the bidder to provide Fiscal Intermediary Services to consumers enrolled in the NY-Medicaid Consumer Directed Personal Assistance Program. In operating as the Statewide FI, the Statewide FI will be reimbursed for both: 1) Administrative Costs; and 2) Direct Care Service Costs.

1. **Administrative Costs**
   - Payment for Administrative Costs will be based on the Contractor's Proposed Per Member Per Month (PMPM) price included in its submitted Attachment F: Cost Proposal. The Proposed PMPM will be an all-inclusive price to complete all FI Statewide Administrative functions through the resulting contract. The Contractor will not be reimbursed separately by NYS or any other entity for any Administrative Services outside of its Proposed PMPM bid under this RFP;
   - FI Administrative Costs will be reimbursed monthly in accordance with the policies in effect on the date the services are rendered.

2. **Direct Care Service Costs**
   - The awarded Statewide FI contracted by the Department through this RFP will also be qualified to enter into contracts with the managed care organizations (MCOs) or Local Departments of Social Services (LDSS) to support reimbursement for direct care service delivery by the CDPA. The terms of these contracts shall be consistent with State and federal laws, rules, regulations, and applicable guidance.
   - The Direct Care Service Costs will be reimbursed separately from the Administrative Costs outlined above, according to the contracts with the managed care organization or the Fee For Service (FFS) Fee Schedule for FFS Members.

5.5 Minority & Women-Owned Business Enterprise (M/WBE) Requirements and Equal Employment Opportunity (EEO) Reporting

For purposes of this RFP, DOH hereby establishes an overall goal of 0% for M/WBE participation, based on the current availability of qualified MBEs and WBEs and outreach efforts to certified M/WBE firms.

By submission of a bid in response to this RFP, the bidder 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 awarded Statewide FI will be required to certify it has 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 awarded Statewide FI and subcontractors 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 awarded Statewide FI 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 awarded Statewide FI, 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 bidder 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 bidder 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.

The directory of New York State Certified M/WBEs can be viewed at: https://ny.newnycontracts.com. The directory is found in the upper right-hand side of the webpage under “Search for Certified Firms” and accessed by clicking on the link entitled “MWBE Directory”. Engaging with firms found in the directory with like product(s) and/or service(s) is strongly encouraged, and all communication efforts and responses should be well documented to establish Contractor’s “good faith efforts”.

A New York State certified Minority- and Women-Owned Businesses (M/WBE) may request that their firm’s contact information be included on a list of M/WBE firms interested in serving as a subcontractor for this procurement. The listing will be publicly posted on the Department’s website for reference by the bidding community. A firm requesting inclusion on this list should send contact information and a copy of its NYS M/WBE certification to OHIPContracts@health.ny.gov before the Deadline for Questions as specified in Section 1. (Calendar of Events). Nothing prohibits an M/WBE Vendor from proposing as a prime Contractor.

5.6 Contract Insurance Requirements

Prior to the start of work under the Contract, the awarded Statewide FI shall procure, at its sole cost and expense, and shall maintain in force at all times during the term of the 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.

5.6.1 Data Breach and Privacy/Cyber Liability including Technology Errors and Omissions

The Contractor and any subcontractor retained by the Contractor shall carry and maintain applicable coverage during and for a period of two (2) years after termination of this contract, Data Breach and Privacy/Cyber Liability Insurance, including coverage for failure to protect confidential information and failure of the security of the Contractor's computer systems or the Department's Authorized Users' systems due to the actions of the Contractor which results in the unauthorized access to the Department's data.

The Contractor shall maintain said insurance at the limit of $5,000,000 to provide coverage for damages arising from, but not limited to the following:

- Breach of duty to protect the security and confidentiality of nonpublic proprietary information;
- Personally identifiable nonpublic information (e.g., medical, financial, or personal in nature in electronic or non-electronic form);
- Privacy notification costs;
- Regulatory defense and penalties;
- Website media liability; and
- Cyber theft of the Department's property, including but not limited to money and securities. If the policy is written on a claims made basis, the Contractor must submit to the Department an Endorsement providing proof that the policy provides for the purchase an Extended Reporting Period ("tail coverage") to provide coverage for no less than three (3) year after termination of the contract.

5.6.2 Revolving Credit Facility

Without additional cost to the Department, and as a material condition of the Contract, the Contractor must furnish, for the duration of the contract term (including any extensions) plus one hundred eighty (180) calendar days thereafter, an irrevocable Revolving Credit Letter of Credit (LOC) or Revolving Line of Credit, for the third-party benefit of the Department in the amount of at least one hundred million U.S. Dollars ($100,000,000.00), to be used exclusively by the Contractor to meet its obligations and responsibilities under the Contract, including but in no way limited to, ensuring that the Contractor maintains sufficient liquidity to guaranty timely and uninterrupted payment to all PAs for the duration of the contract term. The LOC/Revolving Credit Agreement shall be issued by or entered into with a singular financial institution ("Issuer") licensed to do business under the laws of the State of New York. The Issuer shall be subject to the approval of the Department. The form for the LOC/Revolving Credit Agreement shall be subject to the approval of the Department. The Contractor must provide a draft LOC/Revolving Credit Agreement to the Department within ten (10) business days of notice from the Department of contract approval. Failure to provide the draft LOC/Revolving Credit Agreement to the Department within ten (10) business days of such notice will constitute grounds for termination for cause. The executed LOC/Revolving Credit Agreement must be provided to the Department within ten (10) business days of the Department's approval of the draft LOC/Revolving Credit Agreement. The Department reserves the right to extend the due date for the executed LOC/Revolving Credit Agreement based on circumstances the Department determines to be reasonable. Failure to provide the final LOC/Revolving Credit Agreement to the Department within the date set will constitute grounds for termination for cause. The LOC/Revolving Credit Agreement must contain provisions that satisfy the following requirements:

1. Indemnification of the Department: Any failure of the Contractor to abide by the terms of its LOC/Revolving Credit Agreement shall in no way result in liability to the Department or to the State of New York. The Contractor will indemnify the Department and the State of New York with regard to any claim by the Issuer against the Department or the State of New York with regard to the LOC/Revolving Credit Agreement, for any reason.

2. Required Notices: Issuer is required to provide the Department with written notice of: i) any failure by the Contractor to abide by its LOC/Revolving Credit Agreement with the issuer; ii) any failure of the Issuer to renew the LOC/Revolving Credit Agreement. Such written notice shall be provided so that it is received by the Department within five (5) business days of each such event. As set forth in ii, should the Contractor fail to obtain an LOC/Revolving Line of Credit from another financial institution, the Department shall be entitled to draw the balance of the LOC/Revolving Line of Credit within one (1) business day of receipt of such notice.

3. The LOC/Revolving Credit Agreement must provide funds to the Department for any liability, loss, damage, or expense as a result of the Contractor's failure to perform fully and completely all requirements of the Contract. Such requirements include, but are not limited to, the Contractor's obligation to pay liquidated damages, indemnify the Department under circumstances described in the Contract, and the Contractor's obligation to perform the services required by the Contract throughout the entire term of the Contract.

4. The LOC/Revolving Credit Agreement shall also provide that the bank, as defined in subdivision one of section two of New York Banking Law, where the drafts are drawn must be located within New York State.

5.7 Subcontracting

Bidders 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. The bidder is not required to identify all subcontracting arrangements in this response; the Department will work with the awarded Statewide FI to review and approve subcontractor arrangements upon contract.

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 awarded Statewide FI.

During the term of the prime contract, the awarded Statewide FI 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, either upon review of a bid, or during the term of the contract awarded under this RFP, 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 Awarded Statewide FI must promptly develop, and submit to DOH, a plan to cover the services and functions the subcontractor was performing in accordance with the bid submitted and approved by DOH.

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

- enter into a contract for the provision of fiscal intermediary services with the Department;
- set wages and establishing benefits for personal assistants (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 the Statewide FI and a subcontractor, the Statewide 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 RFP and FI services.

In addition, the Statewide FI shall:

- Require subcontractors to promptly notify Statewide 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.

- Contract with an EVV vendor, if necessary, to collect and submit data to the NYS Aggregator in accordance with the 21st Century Cures Act and NYS EVV standards and policies.

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 bids received in response to the RFP;
2. Withdraw the RFP at any time, at the Department's sole discretion;
3. Make an award under the RFP in whole or in part;
4. Disqualify any bidders whose conduct, and/or bid fails to conform to the requirements of the RFP;
5. Seek clarifications and revisions of bids;
6. Use bidder information obtained through site visits, management interviews and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP;
7. Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
8. Prior to the bid opening, direct bidders to submit bid modifications addressing subsequent RFP 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 bidders;
11. Waive any requirements that are not material;
12. Negotiate with the bidder selected to be the awarded Statewide FI within the scope of the RFP in the best interests of the state;
13. Conduct contract negotiations with the next responsible bidder, should the Department be unsuccessful in negotiating with the selected bidder;
14. Utilize any and all ideas submitted in the bids received;
15. Consider every bid to 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 bid is subject to withdrawal communicated in a writing signed by the bidder; 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 bidder's bid and/or to determine a bidder's compliance with the requirements of the RFP.

5.9 Freedom of Information Law ("FOIL")

All bids may be disclosed or used by DOH to the extent permitted by law. DOH may disclose a bid to any person for the purpose of assisting in evaluating the bid or for any other lawful purpose. All bids will become State agency records, which will be available to the public in accordance with the Freedom of Information Law (FOIL). **Any portion of the bid that a bidder believes constitutes trade secret(s), critical infrastructure information, or information that if disclosed would cause substantial injury to the competitive position of the bidder and is entitled to confidential handling, as an exception to FOIL, must be clearly and specifically designated in the bid along with an explanation as to why the bidder believes that portion contains a trade secret, critical infrastructure information, or information that if disclosed would cause substantial injury to the competitive position of the bidder and is entitled to exemption under the Freedom of Information Law.** In the event that DOH receives a FOIL request for a bid record, DOH will evaluate the request for confidential handling at that time. If DOH agrees that the identified information is entitled to confidential handling under FOIL, the designated portion of the bid will be withheld from public disclosure. Under FOIL, blanket assertions that the entire record is entitled to confidential handling, or unsupported conclusory assertions that any part of the record is entitled to confidential handling, cannot be accepted, and failure to specifically designate why material should be withheld from public release may be deemed a waiver of any right to confidential handling of such material.

5.10 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, bidders 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 bidders 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.

5.11 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, bidders 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 the awarded Statewide FI. Nevertheless, bidders are 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/

Bidders 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 to discuss methods of maximizing participation by SDVOBs on the Contract.

5.12 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.

5.13 Vendor Assurance of No Conflict of Interest or Detrimental Effect

All bidders responding to this RFP should submit Attachment 4 to attest that their performance of the services outlined in this RFP does not create a conflict of interest and that the bidder will not act in any manner that is detrimental to any other State project on which they are rendering services. See Section 4.5.d) and Section 6.2.C for specific submission requirements of Attachment 4.

6.0 PROPOSAL CONTENT

The following includes the format and information to be provided by each bidder. Bidders responding to this RFP must satisfy all requirements stated in this RFP. All bidders are requested to submit complete Administrative and Technical Proposals and are required to submit a complete Cost Proposal. A proposal that is incomplete in any material respect will be rejected.

To expedite review of the proposals, bidders are requested to submit proposals in separate Administrative, Technical, and Cost packages inclusive of all materials as summarized in Attachment A, Proposal Documents. This separation of information will facilitate the review of the material requested. No information beyond that specifically requested is required, and bidders are requested to keep their submissions to the shortest length consistent with making a complete presentation of qualifications. Evaluations of the Administrative, Technical, and Cost Proposals received in response to this RFP will be conducted separately. Bidders are therefore cautioned not to include any Cost Proposal information in the Technical Proposal documents.

6.1 Administrative Proposal

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

To expedite review of the proposals, bidders are requested to submit proposals in separate Administrative, Technical, and Cost packages inclusive of all materials as summarized in Attachment A, Proposal Documents. This separation of information will facilitate the review of the material requested. No information beyond that specifically requested is required, and bidders are requested to keep their submissions to the shortest length consistent with making a complete presentation of qualifications. Evaluations of the Administrative, Technical, and Cost Proposals received in response to this RFP will be conducted separately. Bidders are therefore cautioned not to include any Cost Proposal information in the Technical Proposal documents.

6.1.1 Bidder's Disclosure of Prior Non-Responsibility Determinations

Submit a completed and signed Attachment 1, "Prior Non-Responsibility Determinations."

6.1.2 Freedom of Information Law – Proposal Redactions

Bidders must clearly and specifically identify any portion of their proposal that a bidder 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)

6.1.3 Vendor Responsibility Questionnaire

Complete, certify, and file a New York State Vendor Responsibility Questionnaire. DOH recommends that bidders 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 www.osc.state.ny.us/vendrep.

Bidders 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.

Bidders opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website, 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. Bidders should complete and submit the Vendor Responsibility Attestation, Attachment 3.

6.1.4 Encouraging Use of New York Businesses in Contract Performance

Submit Attachment 6, "Encouraging Use of New York State Businesses in Contract Performance" to indicate the New York Businesses you will use in the performance of the Contract.

6.1.5 Bidder's Certified Statements

Complete, sign and submit Attachment 7, "Bidder's Certified Statements", which includes information regarding the bidder. Attachment 7 must be signed by an individual authorized to bind the bidder contractually. Please indicate the title or position that the signer holds with the bidder.

6.1.6 Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination

Bidder should complete and 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.

6.1.7 Executive Order 16 Prohibiting Contracting with Businesses Conducting Business in Russia

Bidder should complete and submit Attachment 12 certifying the status of their business operations in Russia, if any, pursuant to Executive Order 16.

6.1.8 State Finance Law Consultant Disclosure Provisions

In accordance with New York State Finance Law Section 163(4)(g), State agencies must require all Contractors, including subcontractors, that provide consulting services for State purposes pursuant to a contract to submit an annual employment report for each such contract.

The successful bidder for procurements involving consultant services must complete a "State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term" in order to be eligible for a contract.

The successful bidder must also agree to complete a "State Consultant Services Form B, Contractor's Annual Employment Report" for each state fiscal year included in the resulting contract. This report must be submitted annually to the Department, the Office of the State Comptroller, and Department of Civil Service.

Submit State Consultant Services Form A: Contractor's Planned Employment and Form B: Contractor's Annual Employment Report, available at: http://www.osc.state.ny.us/agencies/forms/ac3271s.doc and http://www.osc.state.ny.us/agencies/forms/ac3272s.doc.

6.1.9 Sales and Compensating Use Tax Certification (Tax Law, § 5-a)

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded state contracts for commodities, services and technology valued at more than $100,000 to certify to the Department of Tax and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such contractor's sales delivered into New York State are in excess of $300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded $300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, and its subcontractors are required to register to collect state sales and compensating use tax and contractors must certify to DTF that each affiliate and subcontractor exceeding such sales threshold is registered with DTF to collect New York State and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agencies, from approving a contract awarded to an offeror meeting the registration requirements but who is not so registered in accordance with the law.

The successful bidder must file a properly completed Form ST-220-CA with the Department ^ and Form ST-220-TD with the DTF. These requirements must be met before a contract may take effect. Further information can be found at the New York State Department of Taxation and Finance's website, available through this link: http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf.

Submit these Forms, available through these links:

- ST-220 CA: http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf
- ST-220 TD: http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf

6.1.10 MWBE Forms

Submit completed Form #4 and Form #5 as directed in Attachment 5, "Guide to New York State DOH MWBE RFP Required Forms."

6.2 Technical Proposal

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

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

While additional data may be presented, the following must be included. Please provide the information in the same order in which it is requested. Your bid 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 related to the bidder's ability to:

- Meet the bidder 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:

- RFP subject and number;
- Bidders name and address,
- Other names by which the bidders may be known (e.g., d/b/a)
- Bidder's FEIN
- NYS Tax ID Number
- NYS Department of State ID Number
- Bidder's MMIS Number (if applicable)
- Bidder's NPI (if applicable)
- Name, address, telephone number, and email address of the bidder's contact person; and
- Date of the Proposal.

B. Table of Contents

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

C. Vendor Assurance of No Conflict of Interest or Detrimental Effect

Bidders must complete and submit Attachment 4, Vendor Assurance of No Conflict of Interest or Detrimental Effect, which includes information regarding the bidder, members, shareholders, parents, affiliates and subcontractors. Attachment 4 must be signed by an individual authorized to bind the bidder contractually.

As stated in Section 4.5.d, the Statewide FI will ensure the avoidance of actual or perceived conflicts of interest while operating as the Statewide FI. At the time of bid, if the bidder possesses any actual or perceived conflicts of interest, including those identified in Section 4.5.d, the bidder should provide a narrative within its Administrative Proposal detailing:

- The nature of the conflict(s), whether actual or perceived;
- A mitigation strategy depicting how such conflict(s) would be mitigated prior to the contract start date; and
- A strategy for how such conflict(s) of interest will be monitored and prevented during the resulting contract.

D. Documentation of Bidder's Eligibility Responsive to Section 3.0 of RFP

Bidders must complete and submit **Attachment B** to certify and attest that they **meet all the requirements stated in Section 3.0 and Attachment B.**

As well as completion of Attachment B to certify and attest, Bidders should provide a narrative description identifying how the bidder meets the minimum requirements outlined below:

- An entity capable of performing statewide fiscal intermediary services with demonstrated cultural and language competencies specific to the population of consumers and those of the available workforce with experience serving individuals with disabilities and as of April 1st, 2024, is providing services as a fiscal intermediary on a statewide basis in at least one other state.

E. Program Specific Certifications and Attestations

Bidders must complete and submit **Attachment C** to certify and attest to the following:

- Bidder attests that, every bidder and every subcontractor will have 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.

- Bidder attests that they will accept consumers in all service areas.

- Bidder 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), 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.

- Bidder 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.

- Bidder attests they will, in performing FI and other related services described in Section 4.0, comply with all applicable State and federal laws, rules and guidance including, but not limited to, those outlined in Section 4.4 Fiscal Intermediary Compliance Requirements.

- Bidder attests that they as Statewide 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.

Bidders must agree to all certifications and attestations in **Attachment C** and sign the form indicating acceptance.

F. Technical Proposal Narrative/Executive Summary

Per statute, SSL § 365-f, the Department will select the Statewide FI based on the bidder's ability to demonstrate they can provide the services described in Section 4.0: Fiscal Intermediary Scope of Work.

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

Bidders 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.

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

F.1 Required Fiscal Intermediary Scope of Work

1. Bidders 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(j), including the list below.

   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), as well as documentation, where applicable, of completed background checks and completed training requirements;

   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 PA reimbursement agreements with MCOs for the provision of 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 bidder has in serving members with disabilities.

3. Describe the ability and experience of the bidder 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 bidder plans to implement any creative approaches (see Section 4.2 for specific examples) in delivering high quality FI services that best meet the needs of consumers.

F.3 Fiscal Intermediary Organizational Requirements

Provide responses for the following:

1. Describe how the FI is willing and able to serve any consumer statewide.

2. Describe how the FI plans to maintain a local presence that ensures the awarded Statewide FI 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 Statewide FI.

4. Submit an organizational chart with professional and managerial lines of authority.

5. 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.

6. 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.

7. Describe how the bidder will ensure the availability of cultural and language competencies to serve its consumers and those of the available PAs that assist consumers.

8. Describe the establishment, maintenance, and periodic review of the bidder 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 bidder plans to:

   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 an annual risk assessment of all Statewide Fiscal Intermediary and subcontractor 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)

2. Provide a description of all pending audits and the bidder's proposed process for responding to open or potential future audits related to fiscal intermediary services, both in New York and other states where the awarded Statewide FI is in operation.

F.5 Quality Monitoring and Reporting

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

2. Describe the bidder's current Quality Management Approach, which may include submission of a previously utilized Quality Management Plan.

3. Describe the bidder's previous experience creating, implementing, and following quality management, including how quality has been monitored by the bidder.

4. Describe how operational enhancements and program efficiencies have been enacted throughout a previous contract.

F.6. EVV System

Describe the following elements of the bidder's EVV system and experience:

a) The bidder's EVV system current usage in other states

b) The bidder's knowledge and experience creating, using, and integrating EVV systems with other internal and external systems

c) The number of dedicated and/or knowledgeable staff in EVV systems

d) A description of how the bidder will ensure that claims are correct and timely

e) A description of how the bidder will ensure employees are trained appropriately on EVV systems

f) The bidder's ability to comply with NYS EVV guidance, policies, and standards

g) Any auditing results of the bidder's EVV system

6.3 Cost Proposal

The Contract awarded under this RFP will authorize the bidder to provide Fiscal Intermediary Services to consumers enrolled in the NY-Medicaid Consumer Directed Personal Assistance Program. In operating as the Statewide FI, the Statewide FI will be reimbursed for both: 1) Administrative Costs; and 2) Direct Care Service Costs. However, bidders are only required to propose a single all-inclusive Per Member Per Month (PMPM) price for the Administrative Services identified in this RFP.

Bidders must complete and sign Attachment F: Cost Proposal and Attachment F-1: Cost Proposal Affidavit. The Cost Proposal shall comply with the format and content requirements as detailed in this RFP. Failure to comply with the format and content requirements may result in disqualification in DOH's sole discretion.

The bidder shall use the information provided within this RFP, including current served populations described in the appendices, as well as its knowledge of New York and experience in other States to complete Attachment F: Cost Proposal. Within Attachment F, bidders must provide a single all-inclusive Per Member Per Month (PMPM) price to

complete all FI Statewide Administrative functions through the resulting contract. The Contractor will not be reimbursed separately by NYS or any other entity for any Administrative Services outside of its proposed single all-inclusive PMPM bid under this RFP. This single all-inclusive PMPM will be for all populations in all regions and must consider all aspects and functions of the Statewide FI.

The awarded Contractor will not be reimbursed separately for any costs outside of its submitted Attachment F: Cost Proposal and the direct care service delivery compensated separately as identified in Section 5.4: Payment.

The proposed single all-inclusive PMPM price should be in whole cents only. Fractions of cents will not be rounded up or down. The Department will ignore any and all numbers beyond two (2) decimal places.

7.0 PROPOSAL SUBMISSION

A bid consists of three (3) distinct parts: (1) the Administrative Proposal, (2) the Technical Proposal, and (3) the Cost Proposal.

Submit a complete proposal via email to: OHIPcontracts@health.ny.gov with the subject "Bidder Submission Under RFP #20524". Include, as attachments to the email, three complete distinct PDF files labeled "Administrative Proposal", "Technical Proposal", and "Cost Proposal". 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. Bidder shall have two (2) business days to respond to such requests and must certify the resubmission is identical to the original submission.

The bid must be received by the NYSDOH, no later than the Deadline for Submission of Proposals specified in Section 1.0, (Calendar of Events). Late bids will not be considered.

7.1 No Bid Form

Bidders choosing not to bid are requested to complete the No-Bid form Attachment 2.

8.0 METHOD OF AWARD

8.1 General Information

DOH will evaluate each proposal based on the "Best Value" concept. This means that the proposal that best "optimizes quality, cost, and efficiency among responsive and responsible bidders" shall be selected for award (State Finance Law, Article 11, §163(1)(j)).

DOH, in its sole discretion, will determine which proposal(s) best satisfies its requirements. DOH reserves all rights with respect to the award. All proposals deemed to be responsive to the requirements of this procurement will be evaluated and scored for technical qualities and cost. Proposals failing to meet the requirements of this RFP will be eliminated from consideration. The evaluation process will include separate technical and cost evaluations, and the result of each evaluation shall remain confidential until evaluations have been completed and a selection of the winning proposal is made.

The evaluation process will be conducted in a comprehensive and impartial manner, as set forth herein, by an Evaluation Committee. The Technical Proposal and compliance with other RFP requirements (other than the Cost Proposal) will be weighted **65%** of a proposal's total score and the information contained in the Cost Proposal will be weighted **35%** of a proposal's total score.

Bidders may be requested by DOH to clarify the contents of their proposals. Other than to provide such information as may be requested by DOH, no bidder will be allowed to alter its proposal or add information after the Deadline for Submission of Proposals listed in Section 1.0 (Calendar of Events).

In the event of a tie, the determining factors for award, will be lowest cost. In the event of a true tie where lowest cost is equal, the Department will invoke a Best and Final Offer as described in Section 8.6.

8.2 Submission Review

DOH will examine all proposals that are received in a proper and timely manner to determine if they meet the proposal submission requirements, as described in Section 6.0 (Proposal Content) and Section 7.0 (Proposal Submission), including documentation requested for the Administrative Proposal, as stated in this RFP. Proposals that are materially deficient in meeting the submission requirements or have omitted material documents, in the sole opinion of DOH, 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 Program Staff of DOH will review and evaluate all proposals.

Proposals will undergo a preliminary evaluation to verify Minimum Qualifications to Propose (Section 3.0).

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

The Technical Proposal and compliance with other RFP requirements evaluation is 65% (up to 65 points) of the final score.

8.4 Cost Evaluation

The Cost Evaluation Committee will examine the Cost Proposal documents. The Cost Proposals will be opened and reviewed for responsiveness to cost requirements. If a cost proposal is found to be non-responsive, that proposal will not receive a cost score and may be eliminated from consideration.

The Cost Proposals will be scored based on a maximum cost score of 35 points. The maximum cost score will be allocated to the Cost Proposal with the lowest all-inclusive not-to-exceed maximum price. All other responsive proposals will receive a proportionate score based on the relation of their Cost Proposal to the Cost Proposal(s) offered at the lowest final cost, using this formula:

C = (A/B)* 35%
A is Total price of lowest Cost Proposal;
B is Total price of Cost Proposal being scored; and
C is the Cost score.

The Cost Proposal evaluation is 35% (up to 35 points) of the final score.

8.5 Composite Score

A composite score will be calculated by the DOH by adding the Technical Proposal points and the Cost Proposal points awarded. Finalists will be determined based on composite scores.

8.6 Best and Final Offers

NYSDOH reserves the right to request best and final offers. In the event NYSDOH exercises this right, all Bidders that submitted a proposal that are susceptible to award will be asked to provide a best and final offer. Bidders will be informed that should they choose not to submit a best and final offer, the offer submitted with their proposal will be construed as their best and final offer.

8.7 Award Recommendation

The Evaluation Committee will submit a recommendation for award to the bidder with the highest composite score(s).

The Department will notify the awarded bidder and bidders not awarded. The awarded bidder will enter into a Contract substantially in accordance with the terms of Attachment 8, DOH Agreement, to provide the required product(s) or services as specified in this RFP. The resultant Contract shall not be binding until fully executed and approved by the New York State Department of Health.

9.0 ATTACHMENTS

The following attachments are included in this RFP 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. MWBE Forms
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 RFP:

A. Bidder Document Checklist
B. Bidder's Demonstration of Eligibility to Submit an Offer
C. Program Specific Certifications and Attestations
D. Region/County Mapping for MLTC Rate Setting Regions
E. CDPAS Consumers by Region in December 2023
F. Cost Proposal
F-1: Cost Proposal Affidavit

ATTACHMENT A
OFFER DOCUMENT CHECKLIST

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

RFP #20524 – New York State Fiscal Intermediary Services		
FOR THE ADMINISTRATIVE PROPOSAL		
RFP §	**SUBMISSION**	**INCLUDED**
§ 6.1.1	**Attachment 1 – Bidder's Disclosure of Prior Non-Responsibility Determinations, completed and signed.**	☐
§ 6.1.2	**Freedom of Information Law – Offer Redactions (If Applicable)**	☐
§ 6.1.3	**Attachment 3- Vendor Responsibility Attestation**	☐
§ 6.1.4	**Attachment 6- Encouraging Use of New York Businesses**	☐
§ 6.1.5	**Attachment 7 – Bidder's Certified Statements**	☐
§ 6.1.6	**Attachment 11 – Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination**	☐
§ 6.1.7	**Attachment 12 – Executive Order 16 Prohibiting Contracting with Business Conducting Business in Russia**	☐
§ 6.1.10	**MWBE Forms – Forms #4 and #5**	☐
FOR THE TECHNICAL PROPOSAL		
RFP §	**SUBMISSION**	**INCLUDED**
§ 6.2.A	**Title Page**	☐
§ 6.2.B	**Table of Contents**	☐
§ 6.2.C	**Attachment 4 - Vendor Assurance of No Conflict of Interest or Detrimental Effect (Requirement)**	☐
§ 6.2.D	**Documentation of Bidder's Eligibility Responsive to Section 3.0 of RFP (Requirement)**	☐
	Attachment B – Offeror's Demonstration of Eligibility to Submit an Offer (Requirement)	☐
§ 6.2.E	**Attachment C – Program Specific Certifications and Attestations (Requirement)**	☐
§ 6.2.F	**Technical Proposal Narrative**	☐
FOR THE COST PROPOSAL		
RFP §	**SUBMISSION**	**INCLUDED**
§ 6.3	**Attachment F – Cost Proposal (Requirement)**	☐
	Attachment F-1 – Cost Proposal Affidavit (Requirement)	☐

ATTACHMENT B
BIDDER'S DEMONSTRATION OF ELIGIBILITY TO SUBMIT A BID

BIDDER NAME: _____

The bidder, as named above, attests to meeting the following (check all that apply):*

☐ Bidder is an entity capable of performing statewide fiscal intermediary services with demonstrated cultural and language competencies specific to the population of consumers and those of the available workforce, has experience serving individuals with disabilities, and as of April 1st, 2024, is providing services as a fiscal intermediary on a statewide basis with at least one other state.

Name of State(s): _____

State Representative Contact Information:

Name: _____

Email: _____

Phone Number: _____

☐ In each DOH MLTC Rate Setting Region, bidder will subcontract with each service center for independent living (ILC) under section 1121 of the New York State Education Law prior to January 1, 2024;

☐ In each DOH MLTC Rate Setting Region, bidder will subcontract with 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 SSL § 365-f;;

☐ Bidder is an entity capable of appropriately providing fiscal intermediary services, performing the responsibilities of a fiscal intermediary and complying with SSL § 365-f.

*Within the Technical Proposal, bidders should also provide a narrative description identifying how the bidder meets the minimum requirements outlined above.

Joint Employment Attestation:

In addition, the bidder, 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 **Statewide 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 Offeror per applicable federal and state labor laws, including wage parity and overtime 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 PAs for a single consumer.

d) Complying with all applicable social security, workers' compensation, disability and unemployment insurance employer requirements.

e) Will contract with an EVV vendor to collect and submit data to the NYS Aggregator in accordance with the 21st Century Cures Act and the NYS EVV policy guidance and standards.

f) 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.

g) Coordinating PA benefits, including annual leave, health insurance and employee benefits as applicable;

h) Reporting wages paid and taxes withheld using appropriate forms (e.g., Form W-2, Wage and Tax Statement, Form NYS-45)

i) Maintaining and making available to the Consumer information detailing the wage rates and benefits of PAs;

j) Auditing Consumer's PA billing records, and resolving any anomalies;

k) Processing termination documentations once notified by the Consumer that their PA has been terminated; and

l) Processing wage verification requests, Paid Family Leave (PFL) claims and Family Medical Leave Act (FMLA) claims.

Name of individual authorized to bind the bidder to the above terms: _____

Email/Phone number of authorized individual: _____

Bidder SIGNATURE:

By:_____ Date: _____
(signature)

Printed Name:_____

Title:_____

STATE OF NEW YORK)
) SS:
County of _____)

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(Signature and office of the individual taking acknowledgement)

ATTACHMENT C
PROGRAM SPECIFIC CERTIFICATIONS AND ATTESTATIONS

_____ attests and certifies the following:
(Bidder Name)

- Bidder attests that, as Statewide FI, bidder 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.

- Bidder 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), 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) i.e., all accessible parking spaces must be van accessible.

- Bidder 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.

- Bidder attests they will, in performing FI and other related services described in Section 4.0, comply with all applicable federal and state laws, rules, regulation, and guidance including, but not limited to, those outlined in Section 4.4 Fiscal Intermediary Compliance Requirements.

- Bidder attests that, as the single Statewide FI they will directly perform all of the following FI duties and understands that as the Statewide FI they will be prohibited from assigning any of these duties to their subcontractors:
  - 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 bidder to the above terms: _____

Email/Phone number of authorized individual: _____

By:_____ Date: _____
(signature)
Printed Name:_____

Title:_____

STATE OF NEW YORK)
) SS:
County of _____)

On the ___ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(Signature and office of the individual taking acknowledgement)

ATTACHMENT D

Region/County Mapping for MLTC Rate Setting Regions

Region	Counties
NYC Area	New York City (Bronx, Kings, New York, Queens, Richmond), Nassau, Suffolk, Westchester
Mid-Hudson/Northern Metro	Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster
Northeast/Western	Albany, Erie, Fulton, Genesee, Madison, Monroe, Montgomery, Niagara, Onondaga, Orleans, Rensselaer, Saratoga, Schenectady, Warren, Washington, Wyoming
Rest of State	Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Essex, Franklin, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Oneida, Ontario, Otsego, Oswego, Saint Lawrence, Schoharie, Schuyler, Seneca, Steuben, Tioga, Tompkins, Wayne, Yates

ATTACHMENT E

CDPAS Consumers by Region in December 2023

Below is a snapshot of the number of CDPAS consumers in Medicaid, by region (as defined in Attachment D), as of December of 2023.

Region	Fee for Service	MMC[1]	MLTC[2]
Mid-Hudson/Northern Metro	1,000	2,000	5,000
Northeast/Western	2,000	6,000	13,000
NYC Area	7,000	28,000	173,000
Rest of State	1,000	2,000	6,000

[1] Includes Mainstream Managed Care, Health and Recover Plans (HARP) and HIV Special Needs Plans (HIV SNPs)
[2] Includes Managed Long Term Care Partial Capitation (MLTCP), Medicaid Advantage Plus (MAP), and Programs of All-Inclusive Care for the Elderly (PACE)

ATTACHMENT F
COST PROPOSAL

Bidders shall use the information provided within this RFP, including current served populations described in the appendices, as well as its knowledge of New York and experience in other States to complete the Cost Proposal. Bidders must provide a single all-inclusive Per Member Per Month (PMPM) price to complete all FI Statewide Administrative functions through the resulting contract. The Contractor will not be reimbursed separately by NYS or any other entity for any Administrative Services outside of its proposed single all-inclusive PMPM bid under this RFP. This single all-inclusive PMPM will be for all populations in all regions and must consider all aspects and functions of the Statewide FI.

The proposed single all-inclusive PMPM price should be in whole cents only. Fractions of cents will not be rounded up or down. The Department will ignore any and all numbers beyond two (2) decimal places..

Bidder's Name: _____

Bidder's Proposed PMPM to complete all FI Statewide Functions: $_____

By signing this Cost Proposal, bidder agrees that the Proposed PMPM is binding for 365 days from the proposal due date.

Name: _____

Date:_____

Bidder's Authorized Signature:_____

ATTACHMENT F-1
COST PROPOSAL AFFIDAVIT

A. AUTHORITY

I, _____ (name of affiant), hereby affirm that I am the _____ (title) and am a duly authorized representative of _____ (name of business entity submitting proposal) and that I possess the legal authority and capacity to make this affidavit on behalf of the business for which I represent.

B. CERTIFICATION REGARDING COST PROPOSAL SUBMISSION

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing and developing its cost proposal and the total cost submitted for this project, the Bidder/Offeror considered all expected, potential, and anticipated costs associated with the performance of the services to be provided and implementation of the entirety of the project for the term of the awarded contract. The Bidder/Offeror hereby certifies that its cost proposal reflects a competitive and accurate reflection of the cost of the project and Bidder/Offeror does not reasonably anticipate the need to request an increase in the cost proposal after award of the contract or submission of change orders for cost overruns or increases. Bidder/Offeror hereby certifies its cost proposal is a good faith representation of the Bidder/Offeror's cost to New York State for the project including actual costs and proposed markup and that such cost is being considered in conjunction with the Bidder/Offeror's technical merit to determine an overall best value score of the final proposal submitted. Bidder/Offeror understands that its bid may be disqualified by the State of New York if the State believes that the cost proposal does not accurately capture costs that would result in successful completion of the project and/or does not represent a responsive and responsible bid proposal.

C. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is made under penalty of perjury and is subject to the applicable laws of the United States of America and the State of New York, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of the cost proposal referenced herein shall be construed to supersede, amend, modify or waive and rights of the State of New York under any and all applicable laws, rules, and regulations. Any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract shall provide cause for immediate termination of the contract by the State of New York.

Bidder SIGNATURE:

By:_____ Date: _____
(signature)
Printed Name:_____

Title:_____

STATE OF NEW YORK)
) SS:
County of _____)

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(Signature and office of the individual taking acknowledgement)

EXHIBIT B

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
1	2012 Requirement	Section 4.0: Scope of Work (Page 5 of RFP)	How many entities would fit the requirements of the Department's pre-January 1, 2012, criteria?	This question is not relevant to the development of a proposal under this RFP.
2	2012 Requirement	Section 4.0: Scope of Work, Paragraph 1 (Page 5 of RFP)	Will a subcontractor candidate be required to provide a billing claim from December 31, 2011 or earlier?	No, such information will be validated with NYS systems
3	2012 Requirement	Section 4.0: Scope of Work, Paragraph 1 (Page 5 of RFP)	If January 1, 2012 is the first date service was billed, is that fiscal intermediary eligible to be a subcontractor?	Please refer to Social Services Law Section 365-f.
4	2012 Requirement	Section 4.0: Scope of Work, Paragraph 1 (Page 5 of RFP)	If an organization was formed December 31, 2011, but did not bill for service until January 2, 2012, is that fiscal intermediary eligible to be a subcontractor?	Please refer to Social Services Law Section 365-f.
5	Advisory Committee	Section 4.2: Best Practices, Bullet e) (Page 6 of RFP)	Does a bidder need to provide a description of its proposed consumer advisory committee as part of its proposal?	If the bidder is proposing an advisory committee as part of its Technical Proposal, the bidder should include such information in accordance with Section 6.2.F.2 of the RFP.
6	Advisory Committee	Section 4.2: Best Practices, Bullet e) (Page 6 of RFP)	How will the Department evaluate the consumer advisory committee as part of its proposal review?	The specific components of the Department's evaluation will not shared with the bidding community.
7	Advisory Committee	Section 4.2: Best Practices, Bullet e) and f) (Page 6 of RFP)	We agree that establishing a consumer advisory committee an accessible forum of useful information for consumers, are examples of best practices. Is the Department aware of any examples of these to help elicit more ideas from the bidders?	No.
8	Advisory Committee	Section 4.2: Best Practices, Bullet a) (Page 6 of RFP)	When does the Statewide FI need to establish a consumer advisory committee by?	See answer to Question #5
9	Advisory Committee	Section 4.2: Best Practices, Bullet e) (Page 6 of RFP)	What is the timeline for the Statewide FI to establish a consumer advisory committee once the contract is awarded?	See answer to Question #5
10	Advisory Committee	Section 4.2: Best Practices, Bullet e) (Page 6 of RFP)	What is the specific recommended composition of a consumer advisory committee?	See answer to Question #5
11	Advisory Committee	General	If the consumer advisory committee includes PAs, FI staff, MCOs & LDSS how many of each category?	See answer to Question #5
12	Advisory Committee	General	What is the frequency of consumer advisory committee meetings?	See answer to Question #5
13	Advisory Committee	General	Will travel expenses to attend the consumer advisory committee be provided?	See answer to Question #5
14	Advisory Committee	General	Will the consumer advisory committee the statewide or regional?	See answer to Question #5
15	Advisory Committee	General	Would the consumer advisory committee be the responsibility of the statewide FI or the subcontractors?	See answer to Question #5
16	Auditing	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet i) (Page 8 of RFP)	Will pending audit information be available to the public?	As stated in Section 6.2.F.4.2 of the RFP, Bidders should provide a description of the audits and could be open to release upon FOIL.
17	Auditing	Section 4.5: Fiscal Intermediary Organizational Requirements (Page 8 of RFP)	The RFP states that bidders must "Provide a description of all pending audits related to fiscal intermediary services, both in New York and other states where the awarded Statewide FI is currently or has been operating." Does this include any active or pending lawsuits or legal actions being taken against the bidder in New York or another state?	Bidders should disclose pending audits pursuant to Section 6.2.F.4.2; active or pending lawsuits and legal actions would be disclosed on the Bidder's Vendor Responsibility Questionnaire.
18	Auditing	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet i) (Page 8 of RFP)	Does a proposed fiscal intermediary need to disclose concluded audits into fiscal intermediary services or only audits that are pending?	A description of all concluded or pending audits related to fiscal intermediary services in New York State or other states should be included.
19	Auditing	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet i) (Page 8 of RFP)	Does a proposed fiscal intermediary need to disclose concluded, pending and/or current litigation, including litigation concerning prior fiscal intermediary services and/or litigation concerning alleged nonpayment of wages?	RFP Section 4.5.i only relates to audits. Litigation disclosure is required as part of the Vendor Responsibility Questionnaire.
20	Auditing	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet i) (Page 8 of RFP)	Are the audits referenced limited to Medicaid audits?	No. Audits are as related to fiscal intermediary services both in New York State and other states where the organization is currently or has been operating.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 2 of 105 PageID #: 280

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
21	Auditing	Section 5.7: Subcontracting (Pages 15-16 of RFP)	Can the Department of Health provide a list of current fiscal intermediary entities that are on an OIG or OMIG exclusion list?	OMIG Medicaid exclusion information can be found here: https://omig.ny.gov/medicaid-fraud/medicaid-exclusions. OIG exclusion information can be found here: https://oig.hhs.gov/exclusions/exclusions_list.asp
22	Auditing	Section 4.6: Fiscal Monitoring and Oversight Requirements (Page 9 of RFP)	What specific audit procedures and documentation will the Department require from the Fiscal Intermediary (FI), as outlined in Section 4.6 of the RFP?	Specific audit procedures will be established between the awardee and the Department.
23	Auditing	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet i) (Page 8 of RFP)	Does a proposed fiscal intermediary need to disclose pending and/or current investigations?	Yes
24	Auditing	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements, Bullet i) (Pages 6-7 of RFP)	What information is collected and evaluated in auditing a consumer's billing records?	This question is not relevant to the development of a proposal under this RFP.
25	Auditing	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements, Bullet i) (Pages 6-7 of RFP)	Will overtime hours be included in auditing a consumer's billing records?	This question is not relevant to the development of a proposal under this RFP.
26	Auditing	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements, Bullet i) (Pages 6-7 of RFP)	Does the auditing process of billing records include a total assessment of the cost of a consumer's care?	This question is not relevant to the development of a proposal under this RFP.
27	Award	Section 8.7: Award Recommendation (Page 27 of RFP)	Will the New York State Comptroller review any proposed Department award to assure that the Department has complied with the law and the terms of the RFP?	No. The resulting contract will not be subject to the Office of State Comptroller's approval.
28	Award	Section 2.0: Overview and Important Information (Page 3 of RFP)	Section 2.0 states that it is the Department's intent to award one (1) contract from this procurement. Up until this RFP, there have been a great many of fiscal intermediaries in the state of New York. Reducing this number from hundreds to one is both illogical and unduly restrictive. Awarding only a single provider can also cause extreme disruption in the program should that provider fail to perform its responsibilities. Accordingly, can this be removed from the RFP such that this can be a multi-vendor award?	No.
29	Award	Section 2.0: Overview and Important Information (Page 3 of RFP)	The RFP states that the Department's intent is to award one contract. Can the Department award more than one contract?	No.
30	Award	Section 2.0: Overview and Important Information (Page 3 of RFP)	If the Department can award more than one contract, under what circumstances would the Department award more than one contract?	The Department will only award one contract under this RFP.
31	Award	Section 1.0: Calendar of Events (Page 3 of RFP)	What is the expected date lead FI be announced?	Please see the Calendar of Events on page 1 of the RFP.
32	Award	Section 1.0: Calendar of Events (Page 3 of RFP)	The Calendar of Events indicates a contract start date of October 1, 2024, but does not include a contract award date. When does the Department anticipate making a contract award?	The Department will notify the selected bidder of its award within a timeframe which will allow for the anticipated October 1, 2024 contract start date.
33	Award	Section 2.1: Background Information, Paragraph 3 (Page 3 of RFP)	The statute New York Consolidated Laws, Social Services Law, SOS § 365-f requires the selection of a single Statewide Fiscal Intermediary. However, the legislative intent and specific implementation details remain broad and unclear. Could the Department clarify the specific criteria	The specific components of the Department's evaluation will not shared with the bidding community. Bidders should submit their Technical Proposal in accordance with Section 6.2 of the RFP.
34	Award	General	How many Fiscal Intermediary Agencies New York State Health Department is going to award? Only one or as many as qualified?	There will be one award resulting from RFP #20524. See Section 2.0 of the RFP.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 3 of 105 PageID #: 281

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
35	Background Checks	Section 4.1: Required Fiscal Intermediary Services, Bullet e) (Page 5 of RFP)	Are current FIs obligated to provide PA documentation regarding background checks to the awarded FI?	Background checks are not a current requirement of CDPAP.
36	Background Checks	Section 4.2: Best Practices (Page 6 of RFP)	According to Section 4.2 of the RFP, which includes conducting visits to the consumer's home, is there a law or specific requirement for Criminal History Record Checks (CHRC) for staff providing in-home visits?	It is not anticipated by the Department that staff of the contracted Statewide Fiscal Intermediary who conduct visits to consumers have background checks completed. However, it would be expected that the Statewide Fiscal Intermediary and its subcontractors would vet their employees as standard practice to ensure they are capable of performing their responsibilities in an effective and appropriate manner.
37	Background Checks	Section 4.1: Required Fiscal Intermediary Services (Page 5 of RFP)	Is the FMS provider responsible for employee background checks? If yes, please provide the requirements for employee background checks.	The implementation and specifics of the background check requirement for personal assistants is still being determined. The cost of a background check should not be factored into a bidder's cost proposal.
38	Background Checks	Section 4.1: Required Fiscal Intermediary Services (Page 5 of RFP)	If employee background checks are required, how are they paid for? A) Reimbursed through the Participant's Budget, B) Reimbursed by the Program, or C) Covered by the FMS via its Admin Fee?	See answer to Questions #35 and #37
39	Background Checks	Section 4.1: Required Fiscal Intermediary Services (Page 5 of RFP)	Is the FMS provider responsible for employee background checks? If yes, please provide the requirements for employee background checks.	See answer to Questions #35 and #37
40	Background Checks	Section 4.1: Required Fiscal Intermediary Services, Bullet e) (Page 5 of RFP)	This section includes the following language: "as well as documentation, where applicable, of completed background checks and completed training requirements." Background checks and training are not fiscal intermediary services under 365-f. Please confirm that the applicant is not required to address these items.	See answer to Questions #35 and #37
41	Background Checks	Section 4.1: Required Fiscal Intermediary Services (Page 5 of RFP)	Sections 4.1 (e) and 4.4 (h) state, "…documentation, where applicable, of completed background checks and completed training requirements…" Are background checks now required for personal assistants? If so, what type of background checks will be required, and are they required for all personal assistants?	See answer to Questions #35 and #37
42	Background Checks	Section 4.1: Required Fiscal Intermediary Services, Bullet e) (Page 5 of RFP)	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), as well as documentation, where applicable, of completed background checks and completed training requirements; At this time, there are no requirements for background check processing from the third-party fiduciary, when awarded will the fiscal intermediary be expected to perform background checks? If so, what is included?	See answer to Questions #35 and #37
43	Background Checks	Section 4.1: Required Fiscal Intermediary Services, Bullet e) (Page 5 of RFP)	How will background checks be paid for? Will they be deducted from the budget, paid for by the worker, paid via administrative billing and invoice to the state or MCO, or paid out of the PMPM?	See answer to Questions #35 and #37
44	Background Checks	Section 4.1: Required Fiscal Intermediary Services, Bullet e) (Page 5 of RFP)	Who will be paying for a background check?	See answer to Questions #35 and #37
45	Background Checks	Section 4.1: Required Fiscal Intermediary Services, Bullet e) (Page 5 of RFP)	Will the background check be an administrative or direct care cost?	See answer to Questions #35 and #37
46	Background Checks	Section 4.1: Required Fiscal Intermediary Services, Bullet e) (Page 5 of RFP)	Is there an anticipated length of time that a background check should take to perform?	See answer to Questions #35 and #37
47	Background Checks	Section 4.1: Required Fiscal Intermediary Services, Bullet e) (Page 5 of RFP)	What in a background check will preclude a PA from working?	See answer to Questions #35 and #37
48	Background Checks	Section 4.1: Required Fiscal Intermediary Services, Bullet e) (Page 5 of RFP)	Will the results of the background check be conveyed to the consumer?	See answer to Questions #35 and #37

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 4 of 105 PageID #: 282

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
49	Background Checks	Section 4.1: Required Fiscal Intermediary Services, Bullet e) (Page 5 of RFP)	Will the consumer have any right to accept what's discovered in the background check?	See answer to Questions #35 and #37
50	Background Checks	Section 4.1: Required Fiscal Intermediary Services, Bullet e) (Page 5 of RFP)	How long will it take for the background check to be completed?	See answer to Questions #35 and #37
51	Background Checks	Section 4.1: Required Fiscal Intermediary Services, Bullet f) (Page 5 of RFP)	Will there be exceptions or special procedures for the maintenance of personal records if either a consumer or PA has a legitimate claim of privacy and confidentiality due to being a domestic violence victim?	See answer to Questions #35 and #37
52	Background Checks	Section 4.1: Required Fiscal Intermediary Services, Bullet e) (Page 5 of RFP)	Please list the background checks required of the direct care staff.	See answer to Questions #35 and #37
53	Background Checks	Section 4.1: Required Fiscal Intermediary Services, Bullet e) (Page 5 of RFP)	Do any background checks require in-person fingerprints?	See answer to Questions #35 and #37
54	Background Checks	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements, Bullet h) (Pages 7-8 of RFP)	Can the Department of Health specify the specific background check policies that will be required?	See answer to Questions #35 and #37
55	Background Checks	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements, Bullet h) (Pages 7-8 of RFP)	Is the consumer required to submit completed background checks and training to the Statewide FI?	See answer to Questions #35 and #37
56	Background Checks	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements, Bullet h) (Pages 7-8 of RFP)	Is the Statewide FI or the consumer supposed to complete background checks?	See answer to Questions #35 and #37
57	Background Checks	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements, Bullet h) (Pages 7-8 of RFP)	What background checks are required, and who is responsible for carrying them out, the Statewide FI or the consumer?	See answer to Questions #35 and #37
58	Background Checks	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements, Bullet h) (Pages 7-8 of RFP)	What “completed background checks” and “completed training requirements” are referenced?	See answer to Questions #35 and #37
59	Background Checks	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements, Bullet h) (Pages 7-8 of RFP)	In what circumstances must background checks be completed?	See answer to Questions #35 and #37
60	Background Checks	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements, Bullet h) (Pages 7-8 of RFP)	Will the selected FI be required to perform background checks on PAs?	See answer to Questions #35 and #37
61	Background Checks	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements, Bullet h) (Pages 7-8 of RFP)	Will Consumers be required to adhere to the results of those background checks?	See answer to Questions #35 and #37

Case 1:26-cv-03601-QEM-JRC Document 47-4 Filed 09/11/26 Page 5 of 105 PageID #: 283

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
62	Background Checks	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements, Bullet h) (Pages 7-8 of RFP)	Who will pay for the background checks?	See answer to Questions #35 and #37
63	Background Checks	Section 4.1: Required Fiscal Intermediary Services, Bullet e) (Page 5 of RFP)	Is the cost of the background check incorporated into the PMPM?	See answer to Questions #35 and #37
64	Background Checks	Section 4.1: Required Fiscal Intermediary Services, Bullet e) (Page 5 of RFP)	Would the state be willing to pay the direct cost of background checks outside of the PMPM?	See answer to Questions #35 and #37
65	Background Checks	Section 4.1: Required Fiscal Intermediary Services (Page 5 of RFP)	Section 4.1 (e) states that personnel records should include "documentation, where applicable, of completed background checks and completed training requirements." Given that background checks and training are not mandated under CDPAP regulations, why is this language included in the RFP? Does this refer to exclusion checks rather than background checks	See answer to Questions #35 and #37
66	Background Checks	General	Are background checks deducted from the budget?	See answer to Questions #35 and #37
67	Background Checks	Section 4.1: Required Fiscal Intermediary Services, Bullet e) (Page 5 of RFP)	Can the Department provide clarification on the requirement to complete background checks, which is not in statute nor regulation, and conflicts with consumer direction?	See answer to Questions #35 and #37
68	Background Checks	Section 4.1: Required Fiscal Intermediary Services, Bullet e) (Page 5 of RFP)	What background checks are required for PAs in the CDPAP program?	See answer to Questions #35 and #37
69	Background Checks	Section 4.1: Required Fiscal Intermediary Services, Bullet e) (Page 5 of RFP)	Will the SFI be responsible for employment history verifications going forward?	See answer to Questions #35 and #37
70	Best Practices	Section 4.2: Best Practices (Page 6 of RFP)	Will the consumer have the right to refuse peer mentoring provided by the statewide FI or subcontractor?	Yes.
71	Best Practices	Section 4.2: Best Practices (Page 6 of RFP)	Does a proposal need to include prior examples or experience of the bidder in pursuing these best practices or is it sufficient to describe an intention to use these best practices?	See Section 6.2.F.2 of the RFP.
72	Best Practices	Section 4.2: Best Practices (Page 6 of RFP)	How will these best practices be evaluated by the Department?	The specific components of the Department's evaluation will not shared with the bidding community.
73	Best Practices	Section 4.2: Best Practices (Page 6 of RFP)	What criteria will be used by the Department to evaluate the best practices?	The specific components of the Department's evaluation will not shared with the bidding community.
74	Best Practices	Section 4.2: Best Practices (Page 6 of RFP)	May the subcontractors provide part of the recommended Best Practices on behalf of the Single FI?	Yes.
75	Best Practices	Section 4.2: Best Practices (Page 6 of RFP)	Is there a requirement for the Single FI to provide some, if not all, of the recommended best practices?	No. As stated in Section 4.2 of the RFP, "In carrying out the specific duties described in Section 4.1, bidders may use creative approaches to assist in the delivery of high quality FI services that best meet the needs of consumers. Bidders should identify these approaches in Section 6.2 of the Technical Proposal.".
76	Best Practices	Section 4.2: Best Practices (Page 6 of RFP)	Are there examples of best practices that the Department can provide and/or are there specific New York State fiscal intermediaries that have pursued these best practices that the Department can reference?	No. See answer to Question #75
77	Best Practices	Section 4.2: Best Practices (Page 6 of RFP)	Considering the significant operational changes required to implement these best practices, will the Department provide guidance, support, or resources to the SFI and its subcontractors to facilitate compliance?	See answer to Question #75
78	Best Practices	Section 4.2: Best Practices (Page 6 of RFP)	Are there examples of “creative approaches” that the state considers exemplary?	See answer to Question #75
79	Best Practices	Section 4.2: Best Practices (Page 6 of RFP)	Is it a requirement that such entity, as part of its proven record, have pursued the identified best practices?	See answer to Question #75

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 6 of 105 PageID #: 284

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
80	Best Practices	Section 4.2: Best Practices (Page 6 of RFP)	If FI's role is to perform administrative and financial functions, why are they required to develop and implement "best practices"?	See answer to Question #75
81	Best Practices	Section 4.2: Best Practices (Page 6 of RFP)	Will there by further guidance on implementing the best practices?	See answer to Question #75
82	Best Practices	Section 4.2: Best Practices (Page 6 of RFP)	How does this list of best practices relate to the requirements that one entity per NYS DOH MLTC rate setting have a proven record of delivering services to individuals with disabilities and the senior population?	See answer to Question #75 . Subcontractors may be involved in providing best practice services.
83	Best Practices	Section 4.2: Best Practices (Page 6 of RFP)	How will adherence to the "best practices" list in Section 4.2 be determined? What happens to SFI and subcontractors if they fail to adhere to them?	See answer to Question #75
84	Best Practices	Section 4.2: Best Practices (Page 6 of RFP)	What are the consequences for the SFI and its subcontractors if they fail to comply with the best practices described in Section 4.2, especially in the absence of specific statutory or regulatory backing?	See answer to Question #75
85	Best Practices	Section 4.2: Best Practices (Page 6 of RFP)	Are there any metrics or benchmarks for evaluating the effectiveness of these best practices?	The specific components of the Department's evaluation will not shared with the bidding community.
86	CDPAP Current Consumers	General	Is it accurate that individuals who require designated representatives, which would be a large chunk of the MLTC population, would no longer be considered eligible for the CDPAP program?	No.
87	CDPAP Current Consumers	General	Approximately how many individuals are receiving both CDPAP services and additional PCA services through agency care?	The Department does not have this information.
88	CDPAP Current Consumers	General	Approximately how many weekly hours are the current members allocated for? If that information is not available, what is the average number of authorized hours a member has available to them per year?	Department projections will not be provided. Bidders should review historic and publicly available information to inform their own assumptions.
89	CDPAP Current Consumers	General	What is the approximate cost of payroll for a given timeframe? Please specify the timeframe. For example, $100 million every two weeks.	The Department does not have this information.
90	CDPAP Current Consumers	General	Can you provide the number of consumers receiving less than 160 hours per month?	Department projections will not be provided. Bidders should review historic and publicly available information to inform their own assumptions.
91	CDPAP Current Consumers	General	Can you provide the number of consumers receiving more than 480 hours per month?	Department projections will not be provided. Bidders should review historic and publicly available information to inform their own assumptions.
92	CDPAP Current Consumers	General	What is the total number of participants self-directing in each program? What is the total volume of participants?	Department projections will not be provided. Bidders should review historic and publicly available information to inform their own assumptions.
93	CDPAP Current Consumers	General	How many individuals are currently and are projected to be served in this program?	Refer to RFP #20524 Attachment E. Projections will not be provided.
94	CDPAP Current Consumers	General	How many personal assistants are currently providing services through CDPAP?	The Department does not have this information.
95	CDPAP Current Consumers	General	What is the average turnover rate for personal assistants in the CDPAP program?	The Department does not have this information.
96	CDPAP Current Consumers	Section 4.1: Required Fiscal Intermediary Services, Paragraph 1 (Page 5 of RFP)	Recent claims of CDPAP's significant growth have been made without adequate supporting information. Can the Department provide detailed data on CDPAP's enrollment growth over the last 3-5 years, including any corresponding decreases in enrollment for related programs, such as personal care services? Additionally, please include data on the aging population trends during this period to contextualize these changes.	Department projections will not be provided. Bidders should review historic and publicly available information to inform their own assumptions.
97	CDPAP Spend	Section 4.0: Scope of Work (Page 5 of RFP)	What was the total annual state spending for the CDPA program in CY 2023?	The total annual state spending for CDPAS in CY 2023 was approximately $4.5 Billion
98	CDPAP Spend	Section 4.0: Scope of Work (Page 5 of RFP)	What is the projected annual state spending for the CDPA program for SFY 2025?	Department projections will not be provided. Bidders should review historic and publicly available information to inform their own assumptions.
99	CDPAP Spend	General	What is the total monthly spending for all clients?	The Department cannot answer this question without additional information.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 7 of 105 PageID #: 285

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
100	CDPAP Spend	Attachment E: CDPAS Consumers by Region in December 2023 (Page 33 of RFP)	What is the projected growth of consumers for each year of the 5-year contract duration?	Department projections will not be provided. Bidders should review historic and publicly available information to inform their own assumptions.
101	CDPAP Spend	Attachment E: CDPAS Consumers by Region in December 2023 (Page 33 of RFP)	What is the projected growth of personal assistants for each year of the 5-year contract duration?	Department projections will not be provided. Bidders should review historic and publicly available information to inform their own assumptions.
102	CDPAP Spend	Section 4.0: Scope of Work (Page 5 of RFP)	How many personal assistants are currently active in the CDPA program?	Department projections will not be provided. Bidders should review historic and publicly available information to inform their own assumptions.
103	CDPAP Spend	Section 4.1: Required Fiscal Intermediary Services, Bullet a) (Page 5 of RFP)	How many Personal Assistants are there?	Department projections will not be provided. Bidders should review historic and publicly available information to inform their own assumptions.
104	CDPAP Spend	Section 4.1: Required Fiscal Intermediary Services, Bullet c) (Page 5 of RFP)	Regarding worker's compensation, how many PAs were issued W-2s in the CDPAP program for calendar year 2023?	Department projections will not be provided. Bidders should review historic and publicly available information to inform their own assumptions.
105	CDPAP Spend	Attachment E: CDPAS Consumers by Region in December 2023 (Page 33 of RFP)	Please provide the current number of personal assistants by each region.	Department projections will not be provided. Bidders should review historic and publicly available information to inform their own assumptions.
106	CDPAP Spend	General	Can you provide a list of all the current FI vendors providing services to the population in the state?	Department projections will not be provided. Bidders should review historic and publicly available information to inform their own assumptions.
107	CDPAP Spend	General	How many participants is each FI serving?	Department projections will not be provided. Bidders should review historic and publicly available information to inform their own assumptions.
108	CDPAP Spend	General	How many FIs are currently providing, or estimated to provide, FI services to Consumers?	Department projections will not be provided. Bidders should review historic and publicly available information to inform their own assumptions.
109	CDPAP Spend	Section 4.6: Fiscal Monitoring and Oversight Requirements (Page 9 of RFP)	Can the Department provide comprehensive data reflecting the percentage increase in spending on CDPAP over the last 3-5 years, along with the corresponding percentage increase in home care worker minimum wage and wage-related fringe costs for the same period to contextualize these changes?	Bidders should review historic and publicly available information to inform their own assumptions.
110	CDPAP Spend	Section 4.0: Scope of Work (Page 5 of RFP)	What is the total value of the contract for the single FI? What is the total state spending on CDPAP during SFY 2023-24? What is projected spending for SFY 2024-25?	The total contract value will be based upon the awarded bidder's submitted Cost Proposal
111	CDPAP Spend	Section 4.1: Required Fiscal Intermediary Services, Bullet a) (Page 5 of RFP)	What was the total gross payroll for CDPAP for the last 5 calendar years and what is projected for 2024?	This amount is not currently being tracked by the State.
112	Complaints	Section 4.2: Best Practices, Bullet f) (Page 6 of RFP)	Does the "means to report and/or resolve complaints" include complaints by PAs about Consumers, or Consumers about PAs?	The statewide fiscal intermediary should have a means by which to report, refer and/or resolve any type of complaint from consumers and/or personal assistants.
113	Complaints	Section 4.2: Best Practices, Bullet f) (Page 6 of RFP)	If the "means to report and/or resolve complaints" include complaints by PAs about Consumers, or Consumers about PAs, what is the limit to a fiscal intermediary's ability to resolve complaints, as Social Services Law section 365-f(4-a)(a)(iii) prohibits fiscal intermediaries from training, supervising and terminating personal assistants?	See answer to Question #112
114	Complaints	Section 4.2: Best Practices (Page 6 of RFP)	What feedback mechanisms will be in place for consumers and personal assistants to report non-compliance or issues related to the implementation of these best practices, and how will the Department address such feedback?	See answer to Question #112
115	Complaints	Section 4.2: Best Practices (Page 6 of RFP)	Will the consumer be able to submit complaints directly to DOH concerning accessibility, functionality or lack of response to questions/complaints submitted through the email system or website?	Yes.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 8 of 105 PageID #: 286

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
116	Complaints	Section 4.2: Best Practices (Page 6 of RFP)	The RFP states that bidders may use creative approaches to assist in the delivery of high quality FI services. Among the best practices is "Establishing, maintaining, and monitoring an electronic email or an ADA compliant, user-friendly website that provides information to consumers and their identified supports and provide a means to report and/or resolve complaints and answer inquiries." Does this mean that the bidder is not required to have a means for the consumer to report and/or resolve complaints and answer inquiries?	See answer to Question #112.
117	Complaints	Section 4.2: Best Practices (Page 6 of RFP)	The RFP states that bidders may use creative approaches to assist in the delivery of high quality FI services. Among the best practices is "Establishing, maintaining, and monitoring an electronic email or an ADA compliant, user-friendly website that provides information to consumers and their identified supports and provide a means to report and/or resolve complaints and answer inquiries." Does this mean that the bidder may have a mechanism for reports and inquiries that is not monitored as long as it is not identified in the Best Practices?	No, the bidder may not have a mechanism for reports and inquiries that is not monitored.
118	Complaints	Section 4.10: Transition Requirements (Page 11 of RFP)	What process will exist for consumer or personal assistant grievances, complaints, concerns, or other intervention/communication?	See answer to Question #112.
119	Complaints	Section 4.10: Transition Requirements (Page 11 of RFP)	Who will be the arbiter of addressing consumer/personal assistant grievances?	See answer to Question #112.
120	Complaints	Section 8.1: General Information (Pages 25-26 of RFP)	The RFP states that DOH will evaluate each proposal based on the 'Best Value' concept which is further defined as 'optimizes quality, cost and efficiency.' The RFP is silent on consumer rights or due process. How does that factor into the RFP and subsequent award?	See answer to Question #112.
121	Compliance	Section 4.5: Fiscal Intermediary Organizational Requirements (Page 8 of RFP)	Besides the letter of credit, how will the State ensure that the Single FI remains fiscally solvent?	The selected bidder will be responsible for complying with all applicable laws, rules, and regulations, both state and federal and will be subject to the corresponding applicable sanctions and penalties. The selected bidder will be expected to consult with its advisors to determine compliance.
122	Compliance	Section 4.5: Fiscal Intermediary Organizational Requirements, Paragraph 1 (Page 8 of RFP)	How will the Department ensure that the selected Statewide FI maintains financial solvency throughout the contract term?	The selected bidder will be responsible for complying with all applicable laws, rules, and regulations, both state and federal and will be subject to the corresponding applicable sanctions and penalties. The selected bidder will be expected to consult with its advisors to determine compliance.
123	Compliance	Section 4.6: Fiscal Monitoring and Oversight Requirements (Page 9 of RFP)	Will failure to provide quality services result in a monetary penalty to the Statewide FI?	The selected bidder will be responsible for complying with all applicable laws, rules, and regulations, both state and federal and will be subject to the corresponding applicable sanctions and penalties. The selected bidder will be expected to consult with its advisors to determine compliance.
124	Compliance	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements (Pages 7-8 of RFP)	Are there any specific federal or state regulations that are particularly crucial for compliance that we should be aware of beyond what is listed?	The selected bidder will be responsible for complying with all applicable laws, rules, and regulations, both state and federal and will be subject to the corresponding applicable sanctions and penalties. The selected bidder will be expected to consult with its advisors to determine compliance.
125	Compliance	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements (Pages 7-8 of RFP)	Will the statewide Fiscal Intermediary (FI) be considered a provider under NYS Social Services Law (SOS) § 363-d, as outlined in Section 4.4 of the RFP?	Yes
126	Compliance	Section 4.5: Fiscal Intermediary Organizational Requirements (Page 8 of RFP)	Section 4.5 (a) states that the Statewide FI must serve any consumer in a statewide capacity. Will the Statewide FI be able to withdraw FI services for any reason?	No. The determination regarding eligibility lies exclusively with the local social services district or the consumer's Managed Care Plan.
127	Compliance	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet d) (Page 8 of RFP)	How can a Statewide FI remedy perceived conflicts of interest?	The Department and the awarded contractor will work collaboratively to remedy any perceived conflicts of interest.
128	Compliance	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements (Pages 7-8 of RFP)	Given the critical nature of Medicaid provider enrollment, what specific benchmarks and performance indicators will the Department use to assess the readiness and capability of an out-of-state SFI during the enrollment process?	The Department and the awarded contractor will work collaboratively to ensure the readiness for transition to the contracted Statewide Fiscal Intermediary.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 9 of 105 PageID #: 287

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
129	Compliance	Section 4.7: Quality Monitoring and Reporting Requirements (Page 9 of RFP)	Will a corrective action plan be implemented if the Statewide FI does not meet quality and effectiveness standards?	This question is not relevant to the development of a proposal under this RFP. Reporting and compliance standards will be determined between the Department and the Statewide Fiscal Intermediary at the time of contract execution.
130	Compliance	Section 4.6: Fiscal Monitoring and Oversight Requirements (Page 9 of RFP)	How will corporate compliance issues be managed under the subcontracting relationship?	The contracted Statewide Fiscal intermediary is responsible for the performance of its subcontractors.
131	Compliance	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements (Pages 7-8 of RFP) and Section 4.6: Fiscal Monitoring and Oversight Requirements (Page 9 of RFP)	What are the Department's expectations for fiscal oversight and investigation of issues related to fiscal integrity?	See answer to Question #130.
132	Compliance	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements (Pages 7-8 of RFP) and Section 4.6: Fiscal Monitoring and Oversight Requirements (Page 9 of RFP)	How will the Department verify the compliance history and operational integrity of an out-of-state SFI applying for Medicaid enrollment, and what additional oversight measures will be put in place during the initial transition period?	The specific components of the Department's evaluation will not shared with the bidding community.
133	Compliance	Section 4.5: Fiscal Intermediary Organizational Requirements (Page 8 of RFP)	The proposal to consolidate all operations under a single or regional fiscal intermediary raises significant concerns about conflicts of interest. How does the Department plan to address and mitigate these concerns to ensure fair and unbiased service delivery?	The specific components of the Department's evaluation will not shared with the bidding community.
134	Compliance	Section 4.7: Quality Monitoring and Reporting Requirements (Page 9 of RFP)	Because Consumer Directed Personal Assistance Services have been one of the only effective ways to get community-based Long Term Services and Supports and the Disability Community has expressed concerns that establishing a Statewide FI will restrict access to those services, what standards will be established to ensure that Disabled individuals are able to receive services in the Most Integrated Setting?	See answer to Question #130.
135	Conflict of Interest	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet d) (Page 8 of RFP)	Is ownership or control by an LHCSA a conflict of interest that will preclude an award?	See RFP Section 6.2.C. and Attachment 4.
136	Conflict of Interest	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet d) (Page 8 of RFP)	Is ownership or control by an MCO a conflict of interest that will preclude an award?	See RFP Section 6.2.C. and Attachment 4.
137	Conflict of Interest	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet d) (Page 8 of RFP)	Is ownership or control of an LHCSA a conflict of interest that will preclude an award?	See RFP Section 6.2.C. and Attachment 4.
138	Conflict of Interest	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet d) (Page 8 of RFP)	Is ownership or control of an MCO a conflict of interest that will preclude an award?	See RFP Section 6.2.C. and Attachment 4.
139	Conflict of Interest	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet d) (Page 8 of RFP)	What criteria will the Department use to determine ownership?	See RFP Section 6.2.C. and Attachment 4.
140	Conflict of Interest	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet d) (Page 8 of RFP)	What criteria will the Department use to determine control?	See RFP Section 6.2.C. and Attachment 4.
141	Conflict of Interest	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet d) (Page 8 of RFP)	What criteria will the Department use to determine "controlling interest"?	See RFP Section 6.2.C. and Attachment 4.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 10 of 105 PageID #: 288

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
142	Conflict of Interest	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet d) (Page 8 of RFP)	Is there a difference between "control" and "controlling interest"?	No.
143	Conflict of Interest	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet d) (Page 8 of RFP)	The RFP speaks to perceived/actual conflict between the single FI and a LHCSA and/or MCO in NYS. The conflict assurance does not mention that perceived conflict, specifically. Is the LHCSA/MCO relationship a conflict that will be considered exclusionary for the purposes of the bid submission?	See RFP Section 6.2.C. and Attachment 4.
144	Conflict of Interest	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements (Pages 7-8 of RFP)	How does the Department intend to address potential conflicts of interest and ensure compliance with both state and federal regulations when a single FI is expected to manage such a broad and diverse consumer base across the entire state?	The Department and the awarded contractor will work collaboratively to remedy any perceived conflicts of interest.
145	Conflict of Interest	Section 4.5: Fiscal Intermediary Organizational Requirements (Page 8 of RFP)	What specific steps should a bidder take to avoid perceived conflicts of interest, particularly if they have relationships with LHCSAs or MCOs?	The Department will review all information for alleviating perceived or actual conflicts of interest as outlined in a bidder's technical narrative.
146	Conflict of Interest	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet d) (Page 8 of RFP)	Section 4.5 (d) references a conflict of interest with entities owned by a LHCSA or MCO. Does this conflict of interest apply to subcontractors?	Yes.
147	Conflict of Interest	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet d) (Page 8 of RFP	Do subcontractors to the prime bidder also need to meet the conflict provision (where they cannot be both an FI and an LHCSA)?	Yes.
148	Conflict of Interest	Section 5.7: Subcontracting (Pages 15-16 of RFP)	How will the Department ensure that subcontractors meet the necessary standards and avoid potential conflicts of interest?	See RFP Section 6.2.C. and Attachment 4.
149	Conflict of Interest	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet d) (Page 8 of RFP)	RFP Section 4.5 Paragraph D: "Ensure the avoidance of actual or perceived conflicts of interest while operating as the Statewide FI (see Section 6.2.C and Attachment 4). Actual or perceived conflicts may include but are not limited to: • An entity that is owned or controlled by a Licensed Home Care Services Agency (LHCSA) or a Managed Care Organization (MCO) in New York State or that owns or holds the controlling interest in a LHCSA or MCO in New York State;" What are examples of actual or perceived conflicts of interest in regards to LHCSA if the LHCSA has adequate firewalls (as stated in previous NYS workgroups and documents) including separate Staff, Payroll Department, EMR systems, etc.	See RFP Section 6.2.C. and Attachment 4. It is the responsibility of each bidder to fully disclose any actual or perceived conflicts of interest and to explain to the Department how it has or proposes to cure any actual or perceived conflicts of interest.
150	Conflict of Interest	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet d) (Page 8 of RFP)	To what extent will DOH require bidders to specify their relationship with: (a) related companies that hold contracts with NY state government or (b) the connections of sub-contractors (unfortunately left unspecified in this RFP) to LHCAs and MCOs?	See RFP Section 6.2.C. and Attachment 4.
151	Conflict of Interest	Section 4.5: Fiscal Intermediary Organizational Requirements (Page 8 of RFP)	What does it mean to avoid actual or perceived conflicts of interest while operating as the Statewide FI, and that actual or perceived conflicts of interest may include but not are not limited to, an entity that is owned or controlled by a LHCSA or an MCO or that owns or holds the controlling interest in a LHCSA or MCO? Does this mean that an RFP bidder cannot be owned or controlled by, or have a controlling interest in a LHCSA (e.g., operate a LHCSA)? Is this an absolute bar? RFP Section 4.5(d) I, states, "Actual or perceived conflicts may include . . . ." Emphasis added. If it isn't an absolute bar but may constitute a conflict of interest, what criteria will be used to determine if it is a conflict of interest and what is the legal basis for that criteria? If it is an absolute bar, what is the legal basis for such a conclusion?	See RFP Section 6.2.C. and Attachment 4.
152	Conflict of Interest	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet d) (Page 8 of RFP	The RFP contains the following language: "Actual or perceived conflicts may include but are not limited to an entity that is owned or controlled by a Licensed Home Care Services Agency (LHCSA) or a Managed Care Organization (MCO) in New York State or that owns or holds the controlling interest in a LHCSA or MCO in New York State." Will the Department provide language defining what a "perceived conflict" includes and indicating whose perception is authoritative in asserting conflict?	See RFP Section 6.2.C. and Attachment 4.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 11 of 105 PageID #: 289

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
153	Conflict of Interest	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet d) (Page 8 of RFP	Can you clarify what constitutes an actual or perceived conflict of interest, especially regarding affiliations with LHCSAs or MCOs?	See RFP Section 6.2.C. and Attachment 4.
154	Conflict of Interest	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet d) (Page 8 of RFP	This language was not included in the law. What was the Department's reasoning for adding it to the RFP?	The Department included this language to provide an example of an actual or perceived conflict that could arise in this context.
155	Conflict of Interest	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet d) (Page 8 of RFP	Why does the Department now consider it a conflict for LHCSAs to provide FI services after decades of successful service provision? Should this standard then apply to all health service agencies that offer multiple services under one roof?	See answers to Questions #153 and #154. This question is not relevant to the development of a proposal under this RFP.
156	Conflict of Interest	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet d) (Page 8 of RFP	Sections 4.5d and 6.2C refer to the avoidance of "actual or perceived conflicts of interest." Similarly, Attachment 4, para. 2, refers to "any conflict of interest, or perception thereof." As an LHCSA, if we are awarded the fiscal intermediary contract, we can take measures to ensure that there will be no actual or potential conflict of interest. However, the terms "perceived" and "perception" are vague and ambiguous, without any explanation of how they will be applied, e.g., perceived by whom; perceived for a valid reason?; perceived before consideration of mitigation?; perceived despite demonstrably no actual conflict? To avoid the possibility of an unfair and arbitrary result, we request that the terms "perceived" and "perception" be replaced by the term "potential." See, in this regard, the concluding sentence of Attachment 4.	The bidder will be expected to consult with its counsel and advisors.
157	Conflict of Interest	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet d) (Page 8 of RFP	Section 4.5d) states that an actual or perceived conflict may include: "An entity that is owned or controlled by a Licensed Home Care Services Agency (LHCSA) or a Managed Care Organization (MCO) in New York State or that owns or holds the controlling interest in a LHCSA or MCO in New York State;" Please confirm that DOH will consider a mitigation approach that will eliminate any conflicts between the provisions of LHCSA and fiscal intermediary services.	See RFP Section 6.2.C. and Attachment 4.
158	Conflict of Interest	Section 4.5: Fiscal Intermediary Organizational Requirements (Page 8 of RFP)	Section 4.5 (d) of the RFP contains the following language: "Actual or perceived conflicts may include but are not limited to an entity that is owned or controlled by a Licensed Home Care Services Agency (LHCSA) or a Managed Care Organization (MCO) in New York State or that owns or holds the controlling interest in a LHCSA or MCO in New York State." Will the Department provide language defining what a "perceived conflict" includes and indicating whose perception is authoritative in asserting conflict?	A LHCSA licensed by the NYS Department of Health is not an eligible bidder. A managed care organization contracted to do business in NYS is not an eligible bidder.
159	Conflict of Interest	Section 4.5: Fiscal Intermediary Organizational Requirements (Page 8 of RFP)	Section 4.5 (d) What constitutes a "perceived conflict"? Who determines this? Is a Licensed Home Care Services Agency (LHCSA) considered an actual or perceived conflict of interest? Would this disqualify LHCSA organizations from winning the bid? Additionally, does this apply to entities named as subcontractors?	See answer to Question #154.
160	Conflict of Interest	Section 5.13: Vendor Assurance of No Conflict of Interest or Detrimental Effect (Page 17 of RFP)	Under 42 CFR Part 438, which outlines requirements for managed care organizations, and 42 CFR Part 441, which addresses requirements for home and community-based services, including conflict of interest standards for care managers and service coordinators, does the conflict of interest only pertain to a Licensed Home Care Services Agency (LHCSA) providing service coordination services under a 1915(c) waiver, as mentioned in Section 5.13 of the RFP?	No. See RFP Section 4.5.d).
161	Conflict of Interest	Section 6.2.C: Vendor Assurance of No Conflict of Interest or Detrimental Effect (Pages 20-21)	If an applicant owns or holds a controlling interest in a NYS LHCSA or MCO, please describe appropriate firewalls that could be implemented to address, mitigate or eliminate a perceived conflict of interest.	See RFP Section 6.2.C. and Attachment 4.
162	Conflict of Interest	Section 6.2.C: Vendor Assurance of No Conflict of Interest or Detrimental Effect (Pages 20-21)	If a bidder is a LHSCA, or related to a LHCSA per section 4.5(d) above, must the bidder disclose that even though there is no actual conflict, and the bidder perceives no conflict, and the RFP does not state that such relationship is a conflict?	Yes, the bidder must disclose all possible conflicts of interest in their proposal.
163	Consumer responsibilities	Section 4.1: Required Fiscal Intermediary Services, Bullet g) (Page 5 of RFP)	What happens if the consumer disagrees with the fiscal intermediary's determination?	Determination of service level is made by the consumer's Local Department of Social Services or managed care plan. Any disagreements would be brought to their attention, not the Statewide Fiscal Intermediary.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 12 of 105 PageID #: 290

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
164	Consumer responsibilities	Section 4.1: Required Fiscal Intermediary Services, Bullet g) (Page 5 of RFP)	What happens if the authorizing entity disagrees with the fiscal intermediary's determination?	See answer to Question #163
165	Consumer Responsibilities	Section 4.1: Required Fiscal Intermediary Services, Bullet a) (Page 5 of RFP)	Is the consumer responsible for timely approving and attesting the accuracy of personal assistant time records	Yes. RFP Section 4.1 states: "Fiscal Intermediaries are not responsible for, and fiscal intermediary services shall not include fulfillment of the responsibilities of the consumer. Responsibilities of the consumer (or designated representative) include: ..... d) Timely approving and attesting to the accuracy of PA time records and transmitting such information to the FI according the FIs procedures; ....."
166	Consumer responsibilities	Section 4.1: Required Fiscal Intermediary Services (Page 5 of RFP)	Will the State FI be able to terminate PAs in cases of serious harm to the consumer or program, for example, if the PA is determined to have harmed or neglected a consumer or has committed Medicaid fraud?	Refer to RFP #20524 Section 4.1.g. on Page 6.
167	Consumer responsibilities	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements, Bullet i) (Pages 6-7 of RFP)	Are Consumers required to maintain records?	The Department will work with the contracted Statewide Fiscal Intermediary to develop a consumer memorandum of understanding that will outline the consumer responsibilities which may include maintaining records.
168	Consumer responsibilities	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements, Bullet i) (Pages 6-7 of RFP)	If Consumers are required to maintain records, must Consumers maintain records for six years?	See answer to Question #167
169	Consumer Responsibilities	Section 4.1: Required Fiscal Intermediary Services, Bullet e) (Page 5 of RFP)	If the consumer is currently the employer of record, can they continue to hold this status after the procurement award?	See Attachment B of the RFP.
170	Consumer responsibilities	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet a) (Page 8 of RFP)	Will the selected FI be expected to serve an otherwise eligible consumer that cannot, does not, or refuses to comply with program requirements?	Refer to RFP #20524 Section 4.1.g.
171	Consumer responsibilities	Section 4.1: Required Fiscal Intermediary Services, Bullet g) (Page 5 of RFP)	What activities are required to monitor the consumer's (or if applicable, the consumer's designated representative's) continuing ability to fulfill the consumer's responsibilities under CDPAP?	Refer to RFP #20524 Section 4.1.g.
172	Consumer responsibilities	Section 4.1: Required Fiscal Intermediary Services, Bullet i) (Page 5 of RFP)	Is there a "Department approved memoranda of understanding with Consumers"? Will a copy be provided to prospective bidders?	No, there is not currently a Department approved memorandum of understanding for fiscal intermediaries and consumers.
173	Consumer responsibilities	Section 4.1: Required Fiscal Intermediary Services (Page 5 of RFP)	RFP Section 4:1 Page 6 top: Paragraphs: Fiscal Intermediaries are not responsible for, and fiscal intermediary services shall not include fulfillment of the responsibilities of the consumer. Responsibilities of the consumer (or designated representative) 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 physical check distribution by the Consumer to the PA is the means of payment the Consumer and PA agree upon; and g) Terminating PAs". The RFP as well as 18 NYCRR § 505.28 does not provide clarification as to the process the Statewide FI is to follow should a Designated Representative suddenly not be able to fulfill their responsibilities (those of the consumer) suddenly such as if the Designated Representative were to be hospitalized, go on vacation, or expire. Please clarify what process the FI should follow. Is there any regulation/policy stating that a Designated Representative needs to live in New York State?	A designated representative must be able to fulfill all responsibilities as outlined in 18 NYCRR 505.28 including being in attendance at all required assessments with the consumer.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 13 of 105 PageID #: 291

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
174	Consumer responsibilities	Section 4.1: Required Fiscal Intermediary Services (Page 5 of RFP)	9. Section 4.1 Required Fiscal Intermediary Services, states: "Fiscal Intermediaries are not responsible for, and fiscal intermediary services shall not include fulfillment of the responsibilities of the consumer. Responsibilities of the consumer (or designated representative) include:... f) Timely distributing PA's employment checks, if physical check distribution by the Consumer to the PA is the means of payment the Consumer and PA agree upon;" While Section 4.3 4.3 Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements, states: "In the delivery of the services described in Section 4.1, the Awarded Statewide FI, 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 awarded Statewide FI, per applicable labor laws, preferably by direct deposit, and providing all statements and maintaining all records required by the New York State Labor Law…" This seems contradictory. Please explain how both requirements are able to be met?	If a paper check is requested, the Statewide Fiscal Intermediary should work with the consumer to ensure it is paid and able to be distributed in a timely manner.
175	Consumer responsibilities	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements (Pages 6-7 of RFP)	What liability does the Statewide FI or their subcontractors bear for the timely payment of wages if the consumer is distributing paychecks? What happens if the consumer fails to fulfill this responsibility?	See answer to Question #174
176	Consumer responsibilities	Section 4.1: Required Fiscal Intermediary Services, Bullet g) (Page 5 of RFP)	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;County requirements for FI services varies such as requiring in-home consumer visits at least every 90 days in Monroe County to other counties simply stating "monitoring." Please provide clarification as to the action the FI must take to monitor the consumers, or if applicable, the consumer's designated representative's continuing ability to fulfill consumer responsibilities. Also, what is the documentation requirement of the FI to substantiate that they are monitoring?	A memorandum of understanding will include the fiscal intermediary, consumer and designated representative responsibilities and the ramifications if these responsibilities are not adhered to.
177	Consumer responsibilities	Section 4.1: Required Fiscal Intermediary Services, Bullet g) (Page 5 of RFP)	What criteria or factors will be considered in the "monitoring" of consumer's ability to self direct?	Refer to RFP #20524 Section 4.1.g.
178	Consumer responsibilities	Section 4.1: Required Fiscal Intermediary Services (Page 5 of RFP)	What, if any, role does the fiscal intermediary have in protecting against fraud, waste, and abuse in the Medicaid program, including fraud, waste, and abuse by the consumer and/or PA? Since such role is not elucidated in the responsibilities of the fiscal intermediary, how does it take steps to protect against fraud, waste, and abuse without impinging on the responsibilities and roles of the consumer?	Refer to RFP #20524 Section 4.1.g. This would include referring any suspicions of fraud to the appropriate entities.
179	Consumer responsibilities	Section 4.1: Required Fiscal Intermediary Services, Bullet g) (Page 5 of RFP)	How will the consumer be notified that the are being monitored?	A memorandum of understanding will include the fiscal intermediary, consumer and designated representative responsibilities and the ramifications if these responsibilities are not adhered to.
180	Consumer responsibilities	Section 4.1: Required Fiscal Intermediary Services, Bullet g) (Page 5 of RFP)	What are the procedures of the monitoring?	Refer to RFP #20524 Section 4.1.g.
181	Consumer responsibilities	Section 4.1: Required Fiscal Intermediary Services, Bullet i) (Page 5 of RFP)	What will be included in the memorandum of understanding with the consumer?	A memorandum of understanding will include the fiscal intermediary, consumer and designated representative responsibilities and the ramifications if these responsibilities are not adhered to.
182	Consumer responsibilities	Section 4.1: Required Fiscal Intermediary Services, Bullet i) (Page 5 of RFP)	Does the consumer have any opportunity to amend or propose new terms to the agreement?	No.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 14 of 105 PageID #: 292

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
183	Consumer responsibilities	Section 4.1: Required Fiscal Intermediary Services (Page 5 of RFP)	What specific support will be provided by the Department to ensure consumers understand and fulfill their responsibilities under the Consumer Directed Personal Assistance Program (CDPAP), as outlined in Section 4.1 of the RFP?	The Statewide Fiscal Intermediary and the consumer's LDSS or managed care plan would be responsible for ensuring consumers understand and fulfill their responsibilities under CDPAP.
184	Consumer responsibilities	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements, Bullet a) (Pages 6-7 of RFP)	Can an FI, the consumer and the PA enter into a unique agreement that serves the consumer and PA's best interests? Will there be flexibility to serve the needs of individual consumers?	A memorandum of understanding will include the fiscal intermediary, consumer and designated representative responsibilities and the ramifications if these responsibilities are not adhered to.
185	Consumer responsibilities	Section 4.5: Fiscal Intermediary Organizational Requirements (Page 8 of RFP)	What obligation does the Statewide FI or any subcontractor have to maintain a consumer on their caseload if the consumer is not able to manage their services? Particularly in light of the refusal of traditional home care agencies to open new cases, how will the state ensure the consumer's ability to continue living in the Most Integrated Setting as required by the Olmstead decision if they cannot continue to get services through the Statewide FI?	Refer to RFP #20524 Section 4.1.g.
186	Consumer Responsibilities	General	Do the members under the CDPAP have any choice in who they want to receive services from? Or is that all delegated under the single FI?	Consumers enrolled in CDPAP will still be able, and are required to, interview, hire, schedule and terminate their personal assistants.
187	Contracting	General	Is the SFI subject to requirements under 18 NYCRR 504.9 as a Service Bureau?	The Statewide Fiscal Intermediary is required to enroll as a New York State Medicaid provider.
188	Contracting	Section 1.0: Calendar of Events (Page 3 of RFP)	If a Consumer requests a Fair Hearing, will the selected FI be responsible for responding to that Fair Hearing request?	This question is not relevant to the development of a proposal under this RFP.
189	Contracting	Section 2.3: Term of the Agreement and Termination Provisions (Page 4 of RFP)	The RFP states that the contract may be terminated on 30-days written notice by the Department of Health if it is found that the FI has failed to comply with the provision of law or regulations. If the Statewide FI enters into a settlement agreement where it does not accept guilt, would the Department of Health be able to terminate the contract under these provisions?	The Department will examine any termination scenarios under the contract if and when they may arise on a case by case basis.
190	Contracting	Section 2.3: Term of the Agreement and Termination Provisions (Page 4 of RFP)	The RFP states that the contract may be terminated on 30-days written notice by the Department of Health if it is found that the FI has failed to comply with the provision of law or regulations. If the Statewide FI is found guilty of violating laws or regulations in another state in which it operates, would the Department of Health be able to terminate the contract under these provisions?	The Department will examine any termination scenarios under the contract if and when they may arise on a case by case basis.
191	Contracting	Section 2.3: Term of the Agreement and Termination Provisions (Page 4 of RFP)	The RFP states that the contract may be terminated on 30-days written notice by the Department of Health if it is found that the Statewide FI has failed to comply with provisions of laws and regulations. If the Statewide FI enters into a settlement agreement where it accepts penalties but does not accept guilt in another state in which it operates, would the Department of Health be able to terminate the contract under these provisions?	See answer to Question #190
192	Contracting	Section 2.3: Term of the Agreement and Termination Provisions (Page 4 of RFP)	The RFP states that the contract may be terminated on 30-days written notice by the Department of Health if it is found that the FI has failed to comply with the provision of law or regulations. Must the Statewide FI be found guilty of violating law or regulations to have its contract terminated in this manner?	See answer to Question #190
193	Contracting	Section 2.3: Term of the Agreement and Termination Provisions (Page 4 of RFP)	The RFP states that the contract may be terminated on 30 days written notice by the Department of Health if it is found that the Statewide FI has failed to comply with provisions of laws and regulations. Does the Statewide FI maintain Article 78 appeal rights in such a scenario?	Yes

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 15 of 105 PageID #: 293

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
194	Contracting	Section 2.3: Term of the Agreement and Termination Provisions (Page 4 of RFP)	The RFP states that the contract may be terminated immediately upon written notice if the Department of Health determines that "the public health or safety would be imminently endangered by the continued operation or actions of the FI..." If the Statewide FIs contract is terminated under this clause, does it maintain Article 78 appeal rights?	Yes
195	Contracting	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	Considering the distinct nature of New York State's regulatory environment and consumer-directed personal assistance program, what specific training or adaptation plans must an out-of-state SFI implement to meet New York's statutory and regulatory standards?	See section 4.1 of the RFP. It is incumbent upon the Bidder to explain to the Department how it plans to meet its obligations under the contract.
196	Contracting	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	Given the critical role of fiscal intermediary services in facilitating consumers' roles as employers, how will the Department ensure that an out-of-state SFI has the requisite knowledge and capability to uphold New York State's high standards for consumer support and compliance, particularly in terms of legal and regulatory adherence?	See answer to Question #195
197	Contracting	Attachment 8: DOH Agreement, Appendix A, Clause P	While this RFP is not directly seeking a proposal for "Technology," this RFP may result in the purchase of technology to meet the requirements of EVV and/or cybersecurity. Would this provision apply in these instances?	Yes.
198	Contracting	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	Will bidders need to be pre-qualified in the State Financial System (SFS) prior to submitting a proposal?	Yes.
199	Contracting	Section 2.2: Other Important NYS Contracting Information for Bidders (Pages 3-4 of RFP)	Can the Statewide FI renegotiate it's contract with DOH if changes are required during the contract period?	Any such changes would require the Department's approval and would require a formal amendment to the existing contract.
200	Contracting	General	Is this an annual contract that must be renewed?	No, the resulting contract is anticipated to be for a 5-year term. See Section 2.3 of the RFP.
201	Contracting	General	The terminology of the procurement contract is specific to New York state and providing within those parameters. Does this mean that services cannot extend into northern metropolitan areas such as Bergen and Hudson County or essentially what would be considered the suburbs of NYC?	Only New York State counties are covered by this procurement and resulting contract.
202	Contracting	Section 2.3: Term of the Agreement and Termination Provisions (Page 4 of RFP)	Could you elaborate on the specific conditions under which the Department may terminate the contract as mentioned in Section 2.3?	See Section 2.3 of the RFP and Attachment 8, New York State Department of Health Contract, Section III.
203	Contracting	Section 2.3: Term of the Agreement and Termination Provisions (Page 4 of RFP)	Under what specific circumstances can the agreement be terminated before the end of the five-year term?	See Section 2.3 of the RFP and Attachment 8, New York State Department of Health Contract, Section III.
204	Contracting	Section 2.3: Term of the Agreement and Termination Provisions (Page 4 of RFP)	The RFP states that "The awarded Statewide FI must be able to provide these services throughout the five-year contract term." What services specifically fall under "these services"?	See Section 4.0 of the RFP.
205	Contracting	General	Will the state take the responsibility to write and maintain both Consumer and Worker agreements?	The contracted statewide fiscal intermediary will be responsible for executing and maintaining consumer agreements. Such agreements will be either written or approved by the Department of Health.
206	Contracting	Section 2.2: Other Important NYS Contracting Information for Bidders (Pages 3-4 of RFP	Will the Statewide FI reserve the right to renegotiate this contract with the Department if it is determined that administrative changes are required to protect the stability of the program?	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
207	Contracting	Attachment 8: DOH Agreement, NYSDOH Contract, Section III.G	May we add terms governing transition to a new vendor in case of termination?	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 16 of 105 PageID #: 294

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
208	Contracting	Attachment 8: DOH Agreement, NYSDOH Contract, Section IV	In lieu of the ELANY Affidavit, bidder requests to remove the requirement that the carrier be admitted by the New York State Department of Financial Services, as reflected in Attachment 8, Section IV., Subsection A.	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
209	Contracting	Attachment 8: DOH Agreement, NYSDOH Contract, Section IV	Bidder requests that all policies be permitted to be written on a claims-made basis.	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
210	Contracting	Attachment 8: DOH Agreement, NYSDOH Contract, Section IV	With respect to Attachment 8, Section IV., Subsection B.3. bidder requests that the language be updated to reflect that the broker will "endeavor" to provide notice of cancellation, material change or non-renewal with at least 30 days' notice. In addition, full copies of insurance policies are confidential and proprietary. Bidder requests that language be added to this section to note that copies of insurance policies will be provided, "so long as procedures are in place to ensure confidentiality." Moreover, Attachment 8, Section IV., Subsection B.3.b requires certificates of insurance to list any exclusions. Bidder requests to remove this requirement as insurance policies carry many exclusions, such that it would be impractical to list them all.	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
211	Contracting	Attachment 8: DOH Agreement, NYSDOH Contract, Section IV	With respect to Attachment 8, Section IV., Subsection B.4, bidder requests to remove the reference to "protective liability" as it is not applicable or defined.	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
212	Contracting	Attachment 8: DOH Agreement, NYSDOH Contract, Section IV	Bidder requests removal of reference to and requirements for ISO forms. Many polices are not prepared on ISO forms to fit the unique needs of the entity seeking insurance. The specific coverage requested can be obtained on non-ISO forms, and, therefore, ISO forms are unnecessary and unduly restrictive. Accordingly, bidder requests removal of any requirement to have a specific ISO policy. For example, reference to ISO policies can be seen in Attachment 8, Section IV., Subsections B.4. and C.3.	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
213	Contracting	Attachment 8: DOH Agreement, NYSDOH Contract, Section IV	With respect to coverage for independent contractors and subcontractors (see Attachment 8, Section IV., Subsection 3.C.b., for example), bidder requests the ability to require that those subcontractors and independent contractors secure their own insurance.	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
214	Contracting	Attachment 8: DOH Agreement, NYSDOH Contract, Section IV	With respect to Attachment 8, Section IV., Subsection C.3., if a policy is not written on an ISO form, it may not define terms such as contractual liability or cross liability. Can DOH provide definitions so that bidder can ensure the correct insurance is in place.	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
215	Contracting	Attachment 8: DOH Agreement, NYSDOH Contract, Section IV	Bidder requests to remove from Attachment 8, Section IV., Subsection C.3.h. the following language: "CONTRACTOR means and methods". This coverage is inapplicable to the services.	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
216	Contracting	Attachment 8: DOH Agreement, Appendix M	With respect to Attachment 8, Appendix M, including Sections I.C. and VL, can DOH delete any reference to liquidated damages and any option for DOH to impose liquidated damages?	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 17 of 105 PageID #: 295

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
217	Contracting	Section 2.3: Term of the Agreement and Termination Provisions (Page 4 of RFP)	How long would the contract renewal term be?	There is no reference to a contract renewal within this RFP.
218	Contracting	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	Will bidders need to be pre-qualified in State Financial System (SFS) before submitting applications?	Yes.
219	Contracting	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	For potential Statewide FIs with separate ownership, are there specific thresholds that must be disclosed?	Section 3.1, Minimum Qualifications, of the RFP, outlines the required qualifications to bid.
220	Contracting	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	Are there specific thresholds of investor ownership of Statewide FI applicants that must be disclosed?	Section 3.1, Minimum Qualifications, of the RFP, outlines the required qualifications to bid.
221	Contracting	Section 4.0: Scope of Work (Page 5 of RFP) and Section 4.1: Required Fiscal Intermediary Services (Page 5 of RFP)	Can you provide more detail on the specific deliverables expected for the fiscal intermediary services under Section 4.0	No. The RFP outlines the responsibilities of the contractor.
222	Contracting	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet a) (Page 8 of RFP)	Please elaborate on the process for how the awarded single statewide FI enrolls as a CDPAP-FI enrolled Medicaid provider in NYS.	Information regarding Medicaid provider enrollment in NYS can be found here: https://www.emedny.org/info/ProviderEnrollment/enrollguide.aspx#web=step1&webtab=tabstep1
223	Contracting	Attachment 8: DOH Agreement, NYSDOH Contract, Section IV	With respect to the requirements to obtain an endorsement adding the State of New York as an additional insured (see Attachment 8, Section IV., Subsection 3.C), please confirm that a blanket endorsement will be sufficient whereby bidder is permitted to name as an additional insured any party where required by written agreement.	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
224	Contracting	Attachment 8: DOH Agreement, NYSDOH Contract, Section IX.E.5	The contract states: "This is a 'Work for Hire' Contract. The DEPARTMENT will be the sole owner of all source code and any software which is developed for use in any application software provided to the DEPARTMENT as a part of this Contract." Does the Department expect the awarded Contractor to provide any software to the Department as part of this contract?	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
225	Credit	Section 5.6.2: Revolving Credit Facility (Pages 14-15 of RFP)	The timeline identified in Section 5.6.2 is unduly burdensome and restrictive. Bidder requests to change any reference from 10 days to 45 days. Specifically, bidder requests the following language as replacement language: "The Contractor must provide a draft LOC/Revolving Credit Agreement to the Department within forty-five (45) business days of notice from the Department of contract approval. Failure to provide the draft LOC/Revolving Credit Agreement to the Department within forty-five (45) business days of such notice will constitute grounds for termination for cause. The executed LOC/Revolving Credit Agreement must be provided to the Department within forty-five (45) business days of the Department's approval of the draft LOC/Revolving Credit Agreement."	The Department will not make the changes requested.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 18 of 105 PageID #: 296

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
226	Credit	Section 5.6.2: Revolving Credit Facility (Pages 14-15 of RFP)	Bidder requests to delete the following language from Section 5.6.2, as reflected in paragraphs 2, 3 and 4: "[2]… As set forth in ii, should the Contractor fail to obtain an LOC/Revolving Line of Credit from another financial institution, the Department shall be entitled to draw the balance of the LOC/Revolving Line of Credit within one (1) business day of receipt of such notice. 3. The LOC/Revolving Credit Agreement must provide funds to the Department for any liability, loss, damage, or expense as a result of the Contractor's failure to perform fully and completely all requirements of the Contract. Such requirements include, but are not limited to, the Contractor's obligation to pay liquidated damages, indemnify the Department under circumstances described in the Contract, and the Contractor's obligation to perform the services required by the Contract throughout the entire term of the Contract. 4. The LOC/Revolving Credit Agreement shall also provide that the bank, as defined in subdivision one of section two of New York Banking Law, where the drafts are drawn must be located within New York State." These requirements are overly restrictive, unduly burdensome, and do not provide for sufficient opportunities to cure.	The Department will not remove the requested language.
227	Credit	Section 5.6.2: Revolving Credit Facility (Pages 14-15 of RFP)	The RFP requires that the successful bidder must maintain a Line of Credit of $100 million for the length of the contract, including 180 days after. How was this number arrived at, given that it is less than one-quarter of the anticipated bi-weekly payroll costs of the Awarded Statewide FI?	This question is not relevant to the development of a proposal under this RFP.
228	Credit	Section 5.6.2: Revolving Credit Facility (Pages 14-15 of RFP)	Where did the Department come up with the $100 million figure for a required line of credit?	This question is not relevant to the development of a proposal under this RFP.
229	Credit	Section 5.6.2: Revolving Credit Facility (Pages 14-15 of RFP)	The RFP references a $100 million LOC. Is this to guarantee payroll coverage to the state, or is it exclusively used for payroll?	Section 5.6.2 states: "Without additional cost to the Department, and as a material condition of the Contract, the Contractor must furnish, for the duration of the contract term (including any extensions) plus one hundred eighty (180) calendar days thereafter, an irrevocable Revolving Credit Letter of Credit (LOC) or Revolving Line of Credit, for the third-party benefit of the Department in the amount of at least one hundred million U.S. Dollars ($100,000,000.00), **to be used exclusively by the Contractor to meet its obligations and responsibilities under the Contract, including but in no way limited to, ensuring that the Contractor maintains sufficient liquidity to guaranty timely and uninterrupted payment to all PAs for the duration of the contract term."** (emphasis added).
230	Credit	Section 5.6.2: Revolving Credit Facility (Pages 14-15 of RFP)	Does the bidder need to provide evidence of the revolving LOC as part of the RFP submission?	Section 5.6.2 states: "The Issuer shall be subject to the approval of the Department. The form for the LOC/Revolving Credit Agreement shall be subject to the approval of the Department. The Contractor must provide a draft LOC/Revolving Credit Agreement to the Department within ten (10) business days of notice from the Department of contract approval. Failure to provide the draft LOC/Revolving Credit Agreement to the Department within ten (10) business days of such notice will constitute grounds for termination for cause."
231	Credit	Section 5.6.2: Revolving Credit Facility (Pages 14-15 of RFP)	Must the Bidder attest to its ability to secure the Revolving LOC in its response to the RFP?	See answer to Question #230
232	Credit	Section 5.6.2: Revolving Credit Facility (Pages 14-15 of RFP)	What documentation is required at application submission for the Revolving Line of Credit?	See answer to Question #230
233	Credit	Section 5.6.2: Revolving Credit Facility (Pages 14-15 of RFP)	The RFP requires that the successful bidder must maintain a Line of Credit of $100 million for the length of the contract, including 180 days after at no additional cost to the state (emphasis added). Given this requirement, is the bidder allowed to incorporate this cost in the PMPM administrative payment?	No the Line of Credit is separate from the PMPM administrative cost component of the submission

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 19 of 105 PageID #: 297

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
234	Credit	Section 5.6.2: Revolving Credit Facility (Pages 14-15 of RFP)	Given the substantial financial demands of managing payroll for the entire state's CDPA program, what are the minimum capital and liquidity requirements for the SFI to ensure they can meet payroll obligations without delay, particularly during the first two months of operation?	The credit requirements are dictated in RFP Section 5.6.2.
235	Credit	Section 5.6.2: Revolving Credit Facility (Pages 14-15 of RFP)	Will the Department require detailed cash flow projections from SFI bidders to ensure they can manage the payroll and operational expenses for the initial 60 days, and if so, what specific metrics and assumptions should these projections include?	No. The credit requirements are dictated in RFP Section 5.6.2.
236	Credit	Section 5.6.2: Revolving Credit Facility (Pages 14-15 of RFP)	How will the Department verify the existence and adequacy of a revolving credit facility for the SFI to cover the immediate payroll needs, and what are the criteria for assessing the sufficiency of this credit facility?	This question is not relevant to the development of a proposal under this RFP.
237	Credit	Section 5.6.2: Revolving Credit Facility (Pages 14-15 of RFP)	What contingency plans are in place to prevent service disruptions and ensure continuous payment to personal assistants if the awarded SFI encounters cash flow issues within the first 30-60 days of contract implementation?	It is incumbent upon each bidder to explain to the Department how it plans to meet its obligations under the contract.
238	Credit	Section 5.6.2: Revolving Credit Facility (Pages 14-15 of RFP)	How will the Department monitor and enforce the SFI's ability to manage payroll during the transition period, especially considering the potential delay in state funding and the need to maintain uninterrupted service delivery to Medicaid beneficiaries?	This question is not relevant to the development of a proposal under this RFP.
239	Credit	Section 5.6.2: Revolving Credit Facility (Pages 14-15 of RFP)	What risk mitigation strategies will the Department implement to address potential payroll delays that could arise from the SFI's insufficient cash reserves, and how will these strategies be communicated to consumers and personal assistants?	This question is not relevant to the development of a proposal under this RFP.
240	Credit	Section 5.6.2: Revolving Credit Facility (Pages 14-15 of RFP)	Will the Department conduct regular financial health evaluations of the SFI to ensure ongoing liquidity and capital adequacy throughout the contract term, and what parameters will be used for these evaluations?	This question is not relevant to the development of a proposal under this RFP.
241	Credit	Section 5.6.2: Revolving Credit Facility (Pages 14-15 of RFP)	With respect to Section 5.6.2 titled "Revolving Credit Facility", in the event that an entity already holds a line of credit that meets the monetary requirements outlined in this section, is another line of credit required in order to dedicate it exclusively to the CDPAP program? The requirements outlined in Section 5.6.2 are unduly restrictive and will likely eliminate a large number of providers.	Yes, a dedicated line of credit meeting the requirements outlined in the RFP is required.
242	Credit	Section 5.6.2: Revolving Credit Facility (Pages 14-15 of RFP)	Beyond the Line of Credit/Revolving Credit Agreement requirements, are there any other capital reserve requirements of the prospective fiscal intermediary?	No.
243	Credit	Section 5.6.2: Revolving Credit Facility (Pages 14-15 of RFP)	If there are any other capital reserve requirements of the prospective fiscal intermediary, what are they?	The credit requirements are outlined in RFP Section 5.6.2.
244	Credit	Section 5.6.2: Revolving Credit Facility (Pages 14-15 of RFP)	Knowing the annual contract estimate for CDPAP is over $7 billion, what specific documentation, such as audited financial statements and bank statements, will the Department require from SFI bidders or the awarded SFI to demonstrate liquidity outside of the LOC to support the program?	The credit requirements are outlined in RFP Section 5.6.2.
245	Credit	Section 5.6.2: Revolving Credit Facility (Pages 14-15 of RFP)	If the SFI's revolving credit facility proves insufficient, what mechanisms will be available to ensure personal assistants are paid on time, and how will the Department oversee the implementation of these mechanisms?	This question is not relevant to the development of a proposal under this RFP.
246	Credit	Section 5.6.2: Revolving Credit Facility (Pages 14-15 of RFP)	What reporting requirements will be imposed on the SFI to maintain transparency regarding their financial health and ability to meet payroll obligations, and how frequently will these reports be reviewed by the Department?	This question is not relevant to the development of a proposal under this RFP.
247	Credit	Section 5.6.2: Revolving Credit Facility (Pages 14-15 of RFP)	Will there be changes to the revolving LOC amount?	No.
248	Credit	Section 5.6.2: Revolving Credit Facility (Pages 14-15 of RFP)	Must the financial institution issuing the line of credit have its home office in New York State?	No. Section 5.6.2(4) of the RFP states: "The LOC/Revolving Credit Agreement shall also provide that the bank, as defined in subdivision one of section two of New York Banking Law, where the drafts are drawn must be located within New York State."
249	Credit	Section 5.6.2: Revolving Credit Facility (Pages 14-15 of RFP)	Is the line of credit "unused" bank fees reasonable costs to include in the PMPM?	No, "unused" bank fees are not related to FI Administrative services as outlined in the RFP

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 20 of 105 PageID #: 298

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
250	Credit	Section 5.6.2: Revolving Credit Facility (Pages 14-15 of RFP)	Is there flexibility in the $100 million line of credit? If an agency incurs unused fees, how are cost savings justified? An agency can incur up to $750,000 (9%) per month in unused fees for a LOC of $100,000,000.	No.
251	Credit	Section 5.6.2: Revolving Credit Facility (Pages 14-15 of RFP)	The RFP states: "The Contractor must furnish an irrevocable Revolving Credit Letter of Credit (LOC) or Revolving Line of Credit for the third party benefit of the Department in the amount of at least one hundred million U.S. Dollars." Under what circumstances would the Department be able to draw on the LOC and what recourse will the bidder have?	Any lawful circumstances and any lawful recourse. Bidders should consult their legal counsel.
252	Credit	Section 5.6.2: Revolving Credit Facility (Pages 14-15 of RFP)	The RFP states: "The LOC/Revolving Credit Agreement shall be issued by or entered into with a singular financial institution ('Issuer") licensed to do business under the laws of the State of New York. The issuer shall be subject to the approval of the Department. The form for the LOC/Revolving Credit Agreement shall be subject to the approval of the Department. The Contractor must provide a draft LOC/Revolving Credit Agreement to the Department within 10 (business days of notice from the Department of contract approval." Does the applicant need to obtain the DOH's prior-approval of its choice of lender (i.e., the bank) BEFORE it provides the DOH with the "form for the LOC/Revolving Credit Agreement?"	Section 5.6.2 of the RFP states: "The Issuer shall be subject to the approval of the Department. The form for the LOC/Revolving Credit Agreement shall be subject to the approval of the Department. The Contractor must provide a draft LOC/Revolving Credit Agreement to the Department within ten (10) business days of notice from the Department of contract approval. Failure to provide the draft LOC/Revolving Credit Agreement to the Department within ten (10) business days of such notice will constitute grounds for termination for cause. The executed LOC/Revolving Credit Agreement must be provided to the Department within ten (10) business days of the Department's approval of the draft LOC/Revolving Credit Agreement. The Department reserves the right to extend the due date for the executed LOC/Revolving Credit Agreement based on circumstances the Department determines to be reasonable. Failure to provide the final LOC/Revolving Credit Agreement to the Department within the date set will constitute grounds for termination for cause."
253	Credit	Section 5.6.2: Revolving Credit Facility (Pages 14-15 of RFP)	Section 5.6.2 of the RFP requires a $100 million line of credit. Must the $100 million be secured?	Yes.
254	Credit	Section 5.6.2: Revolving Credit Facility (Pages 14-15 of RFP)	Is it acceptable under the contract for the $100,000,000 LOC to be issued by a "lead institution" with that institution aligning other institutions for tiers of the total?	Please see Section 5.6.2 of the RFP: "The LOC/Revolving Credit Agreement shall be issued by or entered into with **a singular financial institution** ("Issuer") licensed to do business under the laws of the State of New York. The Issuer shall be subject to the approval of the Department."
255	Credit	Section 5.6.2: Revolving Credit Facility (Pages 14-15 of RFP)	If the Revolving Credit Letter of Credit (LOC) or Revolving Line of Credit is utilized during the initial 30-60 days of operation because the Statewide FI is waiting on claims to be adjudicated, will the resulting interest payments to the bank be considered allowable direct care costs on the cost report?	This question is not relevant to the development of a bid under this RFP.
256	Cultural Competence	Section 3.1: Minimum Qualifications (Page 4 of RFP)	Can bidders plan to subcontract with other entities who can demonstrate cultural and language competency, and disability experience to meet this criteria?	Bidders shall demonstrate in the proposal their or their subcontractors' experience and ability to engage with any consumer or personal assistant who speaks any language and in a culturally competent manner, and to engage with consumers of all physical, developmental and neurological abilities including those that are hearing or visually impaired. How this is to be accomplished is at the bidder's discretion.
257	Cultural Competence	Section 3.1: Minimum Qualifications (Page 4 of RFP)	Can the Department clarify how it will determine "demonstrated cultural and language competencies specific to the population of consumers and those of the available workforce" without provide Statewide FI bidders with the specific consumer and workforce composition, which will inevitably vaster than most every other state?	Documentation submitted should reflect that the Statewide Fiscal Intermediary is responsible for understanding and being aware of the cultural and linguistic needs of the consumers and personal assistants it anticipates serving.
258	Cultural Competence	Section 3.1: Minimum Qualifications (Page 4 of RFP)	The RFP states that any qualified bidder has a "demonstrated cultural and language competencies specific to the population of consumers and those of the available workforce with experience serving individuals with disabilities". How is the state defining "language competencies"?	See answer to Question #257
259	Cultural Competence	Section 3.1: Minimum Qualifications (Page 4 of RFP)	The RFP states that any qualified bidder has a "demonstrated cultural and language competencies specific to the population of consumers and those of the available workforce with experience serving individuals with disabilities". What specific languages and dialects must a qualified bidder be expected to demonstrate competencies in?	See answer to Question #257

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 21 of 105 PageID #: 299

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
260	Cultural Competence	Section 3.1: Minimum Qualifications (Page 4 of RFP)	The RFP states that any qualified bidder has a "demonstrated cultural and language competencies specific to the population of consumers and those of the available workforce with experience serving individuals with disabilities". New York is a diverse State. Is there a base level of cultural competencies a qualified bidder is expected to meet? If so, what are they?	See answer to Question #257
261	Cultural Competence	Section 3.1: Minimum Qualifications (Page 4 of RFP)	How does the Department define cultural and language competencies?	See answer to Question #257
262	Cultural Competence	Section 3.1: Minimum Qualifications (Page 4 of RFP)	The RFP states that any qualified bidder has "demonstrated cultural and language competencies specific to the population of consumers and those of the available workforce with experience services individuals with disabilities..." Will the Department of Health be providing bidders with information about the cultural and language competencies necessary to meet the needs of the consumers and available workforce? Put another way, will the Department inform bidders of what cultures and languages they are expected to be able to demonstrate competency with?	See answer to Question #257
263	Cultural Competence	Section 3.1: Minimum Qualifications (Page 4 of RFP)	The RFP states that any qualified bidder has "demonstrated cultural and language competencies specific to the population of consumers and those of the available workforce with experience serving individuals with disabilities..." Do bidders have to demonstration experience serving individuals with all types of disabilities, including, but not limited to, developmental, neurological, and physical?	See answer to Question #257
264	Cultural Competence	Section 3.1: Minimum Qualifications (Page 4 of RFP)	What is considered experience serving individuals with disabilities?	See answer to Question #257
265	Cultural Competence	Section 3.1: Minimum Qualifications (Page 4 of RFP)	Does the bidder for the Statewide FI contract have to have demonstrated experience in serving people with disabilities in the capacity of meeting their specific needs or incidental experience with people with disabilities?	See answer to Question #257
266	Cultural Competence	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	Considering New York State's unparalleled diversity in cultural and language competencies, how does the Department expect an SFI that only performs fiscal intermediary services in another state to adequately demonstrate the required cultural and language competencies specific to New York's population and workforce?	See answer to Question #257
267	Cultural Competence	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	What cultures are specific to the population of consumers?	See answer to Question #257
268	Cultural Competence	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	What cultures are specific to the available workforce?	See answer to Question #257
269	Cultural Competence	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	What cultural competences specific to the population of consumers must a bidder demonstrate?	See answer to Question #257
270	Cultural Competence	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	What cultural competences specific to the population of the available workforce must a bidder demonstrate?	See answer to Question #257
271	Cultural Competence	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	What language competences specific to the population of the available workforce must a bidder demonstrate?	See answer to Question #257
272	Cultural Competence	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	What information is available regarding the cultural needs of the population of consumers?	See answer to Question #257
273	Cultural Competence	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	What information is available regarding the cultural needs of the available workforce?	See answer to Question #257

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 22 of 105 PageID #: 300

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
274	Cultural Competence	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	Does the bidder need to demonstrate cultural or language competency in the provision of services in at least one other state?	See answer to Question #257
275	Cultural Competence	Section 3.1: Minimum Qualifications (Page 4 of RFP)	This section of the RFP states that the single FI must be providing services on a statewide basis in another state. There is a rich culture of diversity across New York State. How does providing statewide services in another state align with demonstrating cultural and language competencies specific to the population of consumers in New York State?	See answer to Question #257
276	Cultural Competence	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP) and Section 4.5: Fiscal Intermediary Organizational Requirements (Page 8 of RFP)	Can you provide examples of how cultural and linguistic competencies should be demonstrated for the diverse populations mentioned?	See answer to Question #257
277	Cultural Competence	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	What experience would a Single FI need in order to demonstrate cultural and language competencies?	See answer to Question #257
278	Cultural Competence	Section 4.0: Scope of Work (Page 5 of RFP)	What criteria define whether a NYS DOH MLTC rate setting region subcontractor has “a proven record of delivering services to individuals with disabilities”?	See answer to Question #257
279	Cultural Competence	Section 4.0: Scope of Work (Page 5 of RFP)	What criteria define whether a NYS DOH MLTC rate setting region subcontractor has “a proven record of delivering services to . . . the senior population”?	See answer to Question #257
280	Cultural Competence	Section 4.0: Scope of Work (Page 5 of RFP)	Who determines whether a subcontractor “has a proven record of delivering services to individuals with disabilities and the senior population”?	See answer to Question #257
281	Cultural Competence	Section 4.0: Scope of Work (Page 5 of RFP)	What criteria define whether a NYS DOH MLTC rate setting region subcontractor has “a proven record of delivering services to individuals with disabilities”?	See answer to Question #257
282	Cultural Competence	Section 4.0: Scope of Work (Page 5 of RFP)	What criteria define whether a NYS DOH MLTC rate setting region subcontractor has “a proven record of delivering services to . . . the senior population”?	See answer to Question #257
283	Cultural Competence	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet e) (Page 8 of RFP)	Will sufficient linguistic and cultural services include meeting the needs of the deaf community?	See answer to Question #257
284	Cultural Competence	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet e) (Page 8 of RFP)	Will sufficient linguistic and cultural services include meeting the needs of the blind and visually impaired?	See answer to Question #257
285	Cultural Competence	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet e) (Page 8 of RFP)	What specific cultural and linguistic competencies will the statewide fiscal intermediary be required to ensure?	See answer to Question #257
286	Cultural Competence	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet e) (Page 8 of RFP)	Can the Department provide a definition of “appropriate cultural and linguistic competencies”? What specific expectations does this requirement entail?	See answer to Question #257
287	Cultural Competence	Section 4.5: Fiscal Intermediary Organizational Requirements (Page 8 of RFP)	The RFP states that the awarded Statewide FI must "Ensure that it has the appropriate cultural and linguistic competencies to serve consumers and those of the available PAs that assist consumers." Please define what qualifies as "appropriate cultural and linguistic competencies".	See answer to Question #257
288	Cultural Competence	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	Regarding the term "shall" in the eligibility criteria, how does the Department plan to verify and enforce compliance with the requirement for bidders to have demonstrated cultural and language competencies and experience serving individuals with disabilities, particularly when such competencies may vary widely across different states and populations?	See answer to Question #257
289	Cultural Competence	Section 4.5: Fiscal Intermediary Organizational Requirements (Page 8 of RFP)	Will overseas or offshore subcontractors be allowed to ensure the cultural and language competencies of the bidder's staff and subcontractors, as outlined in Section 4.5 of the RFP?	All Data shall remain in the Continental United States (CONUS). Any Data stored, or acted upon, must be located solely in Data Centers in CONUS. Services which directly or indirectly access Data may only be performed from locations within CONUS.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 23 of 105 PageID #: 301

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
290	Cultural Competence	Section 4.0: Scope of Work, Third Bullet (Page 5 of RFP)	Does the requirement of having a proven track record of delivering services to individuals with disabilities and the senior population only apply to the CDPAP program, or can it have been provided through other programs?	Bidders must be able to fulfill the fiscal intermediary requirements as outlined in RFP Section 4.
291	Cultural Competence	General	How does the Department intend to ensure cultural competence across the extensive, highly regionalized and diverse populations of New York?	This is a minimum qualification of a bidder under this RFP. The Department cannot speak to this until there is an awardee. Bidders should follow the instructions included throughout Section 6 and any applicable attachments when responding.
292	Cultural Competence	Section 3.1: Minimum Qualifications (Page 4 of RFP)	Can the Department clarify how it will evaluate "demonstrated cultural and language competencies specific to the population of consumers and those of the available workforce" for Statewide FI bidders without the Department providing specific information in relation to the CDPAP consumer and workforce composition? Given the unique and diverse demographics of New York State, which are significantly more varied than most other states, will the Department provide specific data on the consumer and workforce composition that bidders must address?	See answer to Question #291
293	Cultural Competence	Section 3.1: Minimum Qualifications (Page 4 of RFP)	The RFP states that any qualified bidder has "demonstrated cultural and language competencies specific to the population of consumers and those of the available workforce with experience serving individuals with disabilities..." What metric(s) will be used to assess cultural competencies?	See answer to Question #291
294	Cultural Competence	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	This section specifies the requirement that the awarded Statewide FI must be capable of providing "statewide fiscal intermediary services with "demonstrated cultural and language competencies specific to the population of consumers and those of the available workforce. New York remains one of the most ethnically, socioeconomically, and culturally diverse states in the nation. How will competence to meet this service requirement be evaluated by the Department, given that comparison to service provision in other states is not a sufficient analogue?	See answer to Question #291
295	Cultural Competence	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	What specific criteria and evaluation methods will the Department use to assess an SFI's cultural and language competencies to ensure they meet the diverse needs of New York State's population if the SFI does not currently operate within New York?	See answer to Question #291
296	Cultural Competence	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	How will the Department verify the claimed cultural and language competencies of an out-of-state SFI, and what documentation will be required to substantiate these claims?	See answer to Question #291
297	Cultural Competence	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	What criteria will be used to evaluate whether an entity can demonstrate cultural and language competencies specific to the population of consumers and those of the available workforce with experience serving individuals with disabilities?	See answer to Question #291
298	Cultural Competence	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	Will the Department evaluate and score the bidders plan to address cultural and language competencies to ensure they remain relevant and effective the course of the entire contract award period?	See answer to Question #291
299	Cultural Competence	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet e) (Page 8 of RFP)	How will cultural and linguistic competencies be evaluated by the Department? What specific benchmarks or metrics will be used in this evaluation?	See answer to Question #291
300	Cultural Competence	Section 4.5: Fiscal Intermediary Organizational Requirements (Page 8 of RFP)	Under 4.5 e, how are you going to measure whether a bidder meets this requirement?	See answer to Question #291
301	Cultural Competence	Section 4.5: Fiscal Intermediary Organizational Requirements (Page 8 of RFP)	What criteria will be used to assess the cultural and language competencies of the bidder's staff and subcontractors, as outlined in Section 4.5 of the RFP?	See answer to Question #291
302	Cultural Competence	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	What type of experiences does a Single FI applicant need to show to reflect cultural and language competencies? How will this be evaluated?	See answers to Questions #291 and #257

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 24 of 105 PageID #: 302

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
303	Cultural Competence	Section 3.1: Minimum Qualifications (Page 4 of RFP)	How will the Department ensure that the chosen Statewide FI can effectively meet the diverse cultural and linguistic needs across all regions of New York State, including those with unique or less common language requirements? Additionally, what metrics and criteria will be used to assess and verify the cultural and language competencies of bidders to ensure they can provide equitable and effective services statewide?	See answer to Question #291
304	Cultural Competence	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	If an out-of-state SFI is awarded the contract, what specific measures and timelines will be mandated to ensure the SFI rapidly acquires and demonstrates the necessary cultural and language competencies for New York State?	See answer to Question #291
305	Cultural Competence	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	How does the Department plan to verify and enforce compliance with the requirement for bidders to have demonstrated cultural and language competencies on a "statewide basis" and experience serving individuals with disabilities?	See answer to Question #291
306	Cultural Competence	Section 4.0: Scope of Work, Paragraph 1 (Page 5 of RFP)	Given the broad and diverse needs of consumers across New York State, how does the Department plan to ensure that the single Statewide Fiscal Intermediary can adequately meet the distinct needs of each region, particularly in terms of cultural and linguistic competencies?	See answer to Question #291
307	Cultural Competence	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet e) (Page 8 of RFP)	How does DOH intend to oversee the compliance with the requirement to provide services sufficient linguistic and cultural understanding?	See answer to Question #291
308	Cultural Competence	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet e) (Page 8 of RFP)	The RFP mentions the importance of cultural and linguistic competencies. How does the Department plan to ensure that a single FI can adequately meet the diverse needs of consumers across different regions, languages, and cultural backgrounds without compromising service quality?	See answer to Question #291
309	Cultural Competence	Section 6.2.F.1: Required Fiscal Intermediary Scope of Work (Pages 22-23 of RFP)	The RFP states that the bidder must describe its ability to "provide cultural and linguistic competencies that reflect the needs of the consumers they propose to serve." The Department did not provide a breakdown of the linguistic or cultural populations currently served by the program, as they did for the total number of consumers by region. Given that the bidder must accept all consumers, please provide a breakdown of the languages and cultures the bidders are expected to serve.	The Department does not have this information.
310	Eligibility	Section 3.0: Bidders Qualifications (Page 4 of RFP)	Should the FI meet the minimum requirements of Section 3.1, but it is only able to secure the funding described in Section 5.6.2 through a parent company, would the FI be selected for award?	The letter of credit obtained by the awardee must meet all the requirements as outlined in RFP Section 5.6.2.
311	Eligibility	Section 3.1: Minimum Qualifications (Page 4 of RFP)	Should the FI meet the minimum requirements of Section 3.1, but it is only able to secure the funding described in Section 5.6.2 through venture capital funding, would the FI be selected for award?	The letter of credit obtained by the awardee must meet all the requirements as outlined in RFP Section 5.6.2.
312	Eligibility	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	Given the critical nature of the minimum qualifications and the use of "shall," can the Department explain how it will handle bids from entities that may meet some but not all of the specified criteria? Is there any flexibility for entities that demonstrate exceptional capabilities in other areas but may not fully meet the "statewide basis" requirement?	Bidders must meet minimum eligibility requirements for their proposal to advance to the evaluation process. The evaluation process will determine the best value proposal to be awarded.
313	Eligibility	Section 3.1: Minimum Qualifications (Page 4 of RFP)	Does the state have a list of entities that are providing services as a fiscal intermediary on a statewide basis in at least one other state? Please post that list if it is available.	No
314	Eligibility	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	Must a bidder be a fiscal intermediary in New York State as of April 1, 2024?	No
315	Eligibility	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	Must a bidder be a statewide fiscal intermediary in New York State as of April 1, 2024?	No

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 25 of 105 PageID #: 303

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
316	Eligibility	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	Can the Department provide examples or case studies of entities that would meet the "statewide basis" requirement to offer clearer guidance to potential bidders and ensure that all applicants have a uniform understanding of the eligibility criteria?	No.
317	Eligibility	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	Can the Department provide examples or case studies where an SFI operating solely outside of New York State successfully demonstrated cultural and language competencies equivalent to those required in New York?	No.
318	Eligibility	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	Has the Department of Health made a determination of which prospective bidders meet the qualification requirements regarding prior fiscal intermediary services in another state?	No.
319	Eligibility	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	Does the "other state" in which the fiscal intermediary is operating required to have as many consumers as New York State has at the time of the issuance of the RFP?	No.
320	Eligibility	Section 5.5: Minority & Women-Owned Business Enterprise (M/WBE) Requirements and Equal Employment Opportunity (EEO) Reporting (Page 13 of RFP)	Has the Department made a determination of likely bidders?	No.
321	Eligibility	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	A minimum qualification requires that the bidder, "as of April 1st, 2024, is providing services as a fiscal intermediary on a statewide basis in at least one other state." In place of this minimum requirement, would the Department be open to FIs who have vast experience within NYS? If not, why is having experience in another state more valuable? Must the new single statewide FI also have experience providing similar services in NYS?	The required experience for bidders is outlined in the RFP.
322	Eligibility	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	Bullet a) states, "An entity capable of performing statewide fiscal intermediary services with demonstrated cultural and language competencies specific to the population of consumers and those of the available workforce with experience serving individuals with disabilities **and as of April 1st, 2024, is providing services as a fiscal intermediary on a statewide basis in at least one other state."** Our organization has been a Fiscal Intermediary since 2001 in NYS. Do we meet this minimum qualification to submit a bid?	No. The requirement to be met is that the organization has been a statewide FI in at least one state other than New York.
323	Eligibility	General	Can you further define and clarify a statewide FI?	See Amendment #3 to the RFP.
324	Eligibility	Section 4.0: Scope of Work, Third Bullet (Page 5 of RFP)	Section 4.0 bullet three states, "…with at least one entity…"; Attachment B checkbox three states, "…with an entity…". Was the different wording unintentional? If it was not, which one is accurate? If so, can you please explain the difference?	See Amendment #3 to the RFP.
325	Eligibility	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP) and Attachment B (Pages 29-30 of RFP)	What is the difference between the Single Statewide FI providing services "In" another state and "With" another state? Please clarify In vs With.	See Amendment #3 to the RFP.
326	Eligibility	Section 3.1: Minimum Qualifications (Page 4 of RFP)	The RFP states that any qualified bidder must be "capable of performing statewide fiscal intermediary services..." Does this mean that the bidder must be capable of performing fiscal intermediary services as defined in Social Services Law 365-f(4-a)(ii)(A-J) and 18 NYCRR 505.28(i)(1)?	The bidder must be capable of performing all tasks as outlined in the RFP.
327	Eligibility	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	Does the qualification "providing services as a fiscal intermediary on a statewide basis in at least one other state" mean operating in one (1) state outside New York State or more than one (1) state?	See Amendment #3 to the RFP.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 26 of 105 PageID #: 304

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
328	Eligibility	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	The RFP uses the term "shall" in the sentence "Entities eligible to submit a bid under this RFP in accordance with SSL § 365-f shall include: a) An entity capable of performing statewide fiscal intermediary services with demonstrated cultural and language competencies specific to the population of consumers and those of the available workforce with experience serving individuals with disabilities and as of April 1st, 2024, is providing services as a fiscal intermediary on a statewide basis in at least one other state." Can the Department clarify if the word "shall" implies that only entities meeting these exact criteria are eligible to submit a bid, or if there is flexibility in interpreting these qualifications that opens up bid submissions to entities that do not meeting the qualification in (a)?	The terms "shall", "will" and "must" are used interchangeably for the purposes of this RFP.
329	Eligibility	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	How will the Department address potential disputes or challenges regarding the interpretation of "shall" and the criteria outlined in the minimum qualifications, especially concerning the term "statewide basis" and the level of cultural and language competencies required?	See Amendment #3 to the RFP.
330	Eligibility	General	Is the Department able to share whether it received interest from several potential bidders through the Questions submission to help ensure a competitive bidding process for this new contract?	This information will not be shared with the bidding community.
331	Eligibility	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	Can the Department clarify whether a qualified SFI bidder must currently perform fiscal intermediary services in both New York State and at least one other state to be eligible, or if an entity that only performs these services in a state other than New York could still qualify for the SFI contract?	See Amendment #3 to the RFP.
332	Eligibility	Section 3.1: Minimum Qualifications (Page 4 of RFP)	The RFP states that any qualified bidder must be "providing services as a fiscal intermediary on a statewide basis in another state." If the bidder is providing services similar to those offered by a fiscal intermediary, but is not called a fiscal intermediary in that state, is the entity capable of bidding?	Yes. RFP Section 3.1 (a) states: "An entity capable of performing statewide fiscal intermediary services with demonstrated cultural and language competencies specific to the population of consumers and those of the available workforce with experience serving individuals with disabilities and as of April 1st, 2024, is providing services as a fiscal intermediary on a statewide basis in at least one other state.". If an entity is providing services as a fiscal intermediary on a statewide basis (as defined in the Amendment #3 to the RFP) in at least one other state, and is performing services similar to those required under Social Services Law 365-f, that entity would meet the subject minimum qualification requirement regardless of the formal title given to the fiscal intermediary in that state.
333	Eligibility	Section 8.1: General Information (Pages 25-26 of RFP)	Will non-awarded applicants remain eligible as potential subcontractors under the awarded Statewide FI (assuming they meet all applicable subcontractor eligibility criteria)?	Yes.
334	Eligibility	General	Does the agency who applied for RFP# 20524 must be a licensed Home Health Care Agency, or Certified Home Health Care Agency?	No.
335	Eligibility	General	Does the agency who applied for RFP#20524 must have subcontract agency?	Yes. See RFP Section 4.0.
336	Eligibility	General	Does the agency who applied for RFP#20524 must have an office in another state also in operating of CDPAP program?	See RFP Section 4.5.g
337	Eligibility	Section 2.1: Background Information (Page 3 of RFP)	The RFP states that fiscal intermediaries are "entities that perform administrative and financial functions for consumer within CDPAP, which may include assisting consumers with navigation of the program by providing individual consumer assistance and support as needed, consumer peer support, and education and training to consumers on their duties under the program." Is this the controlling definition of fiscal intermediary for the purposes of this RFP?	The Statewide Fiscal Intermediary must be able to meet all required responsibilities as outlined in the RFP through their own organization or that of a subcontractor.
338	Eligibility	Section 2.1: Background Information (Page 3 of RFP)	"Fiscal Intermediaries" is undefined in the RFP document. Other states refer to the agency that performs similar functions in a Consumer-Directed personal care program as an "Intermediary Service Organization" (ISO). Is this an interchangeable term for purposes of the RFP?	See response to Question #332.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 27 of 105 PageID #: 305

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
339	Eligibility	Section 3.0: Bidders Qualifications (Page 4 of RFP)	In order to achieve a successful transition to a single FI in NY, it is critical that bidders not only have experience serving members statewide, but also bring experience with a direct contract with a State. To qualify as the single FI do bidders need to have a contract directly with another state?	See Amendment #3 to the RFP.
340	Eligibility	Section 3.0: Bidders Qualifications (Page 4 of RFP)	Please confirm that an entity who operates a statewide FI in another state is permitted to form a new, affiliated company to be the RFP applicant in NY. This may be necessary for corporate, financing, tax, insurance and other reasons	Bidders should consult your counsel regarding corporate structuring.
341	Eligibility	Section 3.0: Bidders Qualifications (Page 4 of RFP)	Under this New York law, the Fiscal Intermediary vendor must "have been established as a fiscal intermediary prior to January 1, 2012 *and have been continuously providing such services for eligible individuals*…" however, Section 3.1 of the RFP omits the italicized language requiring continuous services. How does the Department justify such language in Section 3.1 of the RFP?	Please refer to Social Services Law Section 365-f.
342	Eligibility	Section 3.1: Minimum Qualifications (Page 4 of RFP)	Can the Department clarify how it will determine statewide experience, specifically the criteria for what constitutes "statewide experience" in at least one other state? Specifically, does this experience require (1) having the exclusive statewide contract in that state, as opposed to sharing the contract with multiple entities, and (2) having a statewide contract but lacking significant consumer enrollment or service experience in various geographic regions due to other entities holding concurrent statewide contracts and thus serving specific regions? How does the Department define and measure "statewide experience" to ensure the chosen entity has comprehensive service capabilities across the entire state?	See Amendment #3 to the RFP.
343	Eligibility	Section 3.1: Minimum Qualifications (Page 4 of RFP)	How will a Statewide FI applicant/bidder's minimum qualification and/or experience be impacted if it has only experience performing fiscal intermediary services using the fiscal/employer agent and employer choice model, which is contrary to New York State's agency with choice and hours authorized model?	See Amendment #3 to the RFP.
344	Eligibility	Section 3.1: Minimum Qualifications (Page 4 of RFP)	Are there any corporate requirements as to how the FI entity must be organized (not-for-profit; for-profit; owned by private equity)?	No.
345	Eligibility	Section 3.1: Minimum Qualifications (Page 4 of RFP)	We are licensed in the state of New York but have agencies in other states as well under different types of licenses. Will this affect eligibility?	No, provided the entities in other states meet the minimum qualifications.
346	Eligibility	Section 3.1: Minimum Qualifications (Page 4 of RFP)	The term "fiscal intermediary" is a term of art particular to New York law. What criteria or definition is DOH using in determining whether a provider is providing services "as a fiscal intermediary" in another state?	See Amendment #3 to the RFP.
347	Eligibility	Section 3.1: Minimum Qualifications (Page 4 of RFP)	Is an affiliate of a LHCSA eligible to apply (see 4.5(d))?	See section 3.1 of the RFP.
348	Eligibility	Section 3.1: Minimum Qualifications (Page 4 of RFP)	How is the term "statewide basis" defined? What criteria or definition is DOH using in determining whether a provider is, as of April 1, 2024, providing services as a fiscal intermediary "on a statewide basis" in another state?	See Amendment #3 to the RFP.
349	Eligibility	Section 3.1: Minimum Qualifications (Page 4 of RFP)	What factors, if any, will the Department consider when determining whether a bidder is "capable of providing statewide intermediary services"? Are bidders required to currently provide services in every county (or some other unit of geographic measurement)? Or is having the means to provide such services in every county (or some other unit of geographic measurement) sufficient? Is there a minimum level of service required in each locality?	See Amendment #3 to the RFP.
350	Eligibility	Section 3.1: Minimum Qualifications (Page 4 of RFP)	In order to be an eligible bidder, must an entity have a contract for FI services with another state, or will an FI that is providing services that geographically cover such state qualify?	See Amendment #3 to the RFP.
351	Eligibility	Section 3.1: Minimum Qualifications (Page 4 of RFP)	The RFP states that any qualified bidder must, as of April 1, 2024, serve as an FI on a "statewide basis in at least one other state". Does "statewide basis" mean serving as the only FI in another state?	See Amendment #3 to the RFP.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 28 of 105 PageID #: 306

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
352	Eligibility	Section 3.1: Minimum Qualifications (Page 4 of RFP)	Section 3.1, titled "Minimal Qualifications," states: "An entity capable of performing statewide fiscal intermediary services with demonstrated cultural and language competencies specific to the population of consumers and those of the available workforce, with experience serving individuals with disabilities, and as of April 1st, 2024, is providing services as a fiscal intermediary on a statewide basis in at least one other state." If we are not currently servicing in other states, should/can we still submit the RFP? If we choose not to submit, will we still be able to provide CDPAP services?	See Amendment #3 to the RFP. If an organization does not meet the minimum qualifications, any proposal submitted will not be evaluated.
353	Eligibility	Section 3.1: Minimum Qualifications (Page 4 of RFP)	The RFP states that any qualified bidder must, as of April 1, 2024, serve as an FI on a "statewide basis in at least one other state". Does "statewide basis" mean being available to serve as an FI or actually providing FI services in every region of the State?	See Amendment #3 to the RFP.
354	Eligibility	Section 3.1: Minimum Qualifications (Page 4 of RFP)	Which services does a bidder need to provide in another state as an FI for the purposes of eligibility? Is providing EVV services that maintains time records and other wage and benefit processing documentation, as required under 4.1(e) of the RFP, on a statewide basis sufficient to meet the second prong of the minimum qualifications under section 3.1(a) of the RFP (i.e., "as of April 1st, 2024, is providing services as a fiscal intermediary on a statewide basis in at least one other state.")?	See Amendment #3 to the RFP.
355	Eligibility	Section 3.1: Minimum Qualifications (Page 4 of RFP)	The RFP states that any qualified bidder must be "providing services as a fiscal intermediary on a statewide basis in another state." Is there a threshold level of fiscal intermediary services a bidder must be providing on a statewide basis in another state to qualify them for bidding in New York? That is, is there a minimum portion of overlap between what other states identify as the role of a fiscal intermediary and what New York identifies as the role of a fiscal intermediary to qualify an entity to bid as a fiscal intermediary?	See Amendment #3 to the RFP.
356	Eligibility	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	Does a bidder need to have prior experience as a fiscal intermediary in New York State to demonstrate that is capable of performing statewide fiscal intermediary services?	No.
357	Eligibility	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	Does a bidder need to have prior experience providing fiscal intermediary services in the Consumer Directed Personal Assistance Program to demonstrate that it is capable of performing statewide fiscal intermediary services?	See Amendment #3 to the RFP.
358	Eligibility	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	Does a bidder need to demonstrate specific geographical footprint measurement, or percentage of state Consumers served as of a certain date or time period?	See Amendment #3 to the RFP.
359	Eligibility	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	What criteria will be used to evaluate whether an entity is providing services as a fiscal intermediary on a statewide basis in at least one other state?	See Amendment #3 to the RFP.
360	Eligibility	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	This section says "is providing services as a fiscal intermediary on a statewide basis in at least one other state." The statute and Attachment B state, "with at least one other state." Is there a different meaning between the two? What is the meaning?	See Amendment #3 to the RFP.
361	Eligibility	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	What is the definition of "providing services as a fiscal intermediary . . . in at least one other state"?	See Amendment #3 to the RFP.
362	Eligibility	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	What is the definition of "on a statewide basis"?	See Amendment #3 to the RFP.
363	Eligibility	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	How will the Department determine whether a bidder is providing fiscal intermediary services in at least one other state?	See Amendment #3 to the RFP.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 29 of 105 PageID #: 307

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
364	Eligibility	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	Does the particular state in which the fiscal intermediary currently provides services matter?	No.
365	Eligibility	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	What population(s) must the bidder serve in another state to qualify as having providing services as a fiscal intermediary in at least one other state?	See Amendment #3 to the RFP.
366	Eligibility	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	Given the various types of consumer-directed services (e.g., for people with developmental disabilities, people with physical disabilities, older adults, veterans), does the population that the fiscal intermediary has previously served matter?	See Amendment #3 to the RFP.
367	Eligibility	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	Given state variation in terminology, do the services in another state need to be called "fiscal intermediary" services or are there are terms that are the equivalent of "fiscal intermediary" services that will be acceptable?	See Amendment #3 to the RFP.
368	Eligibility	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	Must the services delivered in another state match the definition of fiscal intermediary services set forth in Social Services Law section 365-f(4-a)(a)?	See Amendment #3 to the RFP.
369	Eligibility	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	Does the bidder need to demonstrate it is in good standing in at least one other state in providing fiscal intermediary services?	This will be examined as part of the Vendor Responsibility Questionnaire review.
370	Eligibility	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	Does the bidder need to provide information regarding its provision of fiscal intermediary services in another state, including survey and/or fiscal data?	See RFP Section 6.2.D and Attachment B.
371	Eligibility	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	"An entity capable of performing statewide fiscal intermediary services .. is providing services as a fiscal intermediary on a statewide basis in at least one other state." Does this mean that a FI must be the only approved FI in another state awarded the contract? If that is the case, will the state publish the specific list of bidders (or number of those bidders) who are authorized to submit bids?	See Amendment #3 to the RFP. The Department does not have a list of potential bidders.
372	Eligibility	Section 3.1: Minimum Qualifications (Page 4 of RFP)	Please describe the parameters of the department's definition of "statewide basis".	See Amendment #3 to the RFP.
373	Eligibility	Section 3.1: Minimum Qualifications (Page 4 of RFP)	The RFP states - Entities eligible to submit a bid under this RFP in accordance with SSL § 365-f shall include: An entity capable of performing statewide fiscal intermediary services with demonstrated cultural and language competencies specific to the population of consumers and those of the available workforce with experience serving individuals with disabilities and as of April 1st, 2024, is providing services as a fiscal intermediary on a statewide basis in at least one other state. Please confirm that an applicant would satisfy the Minimum Qualifications regarding performance of "fiscal intermediary services" if it performs services on a statewide basis in another state that satisfy the NYS descriptions of "Fiscal Intermediary Services", even if the applicant is not called a "fiscal Intermediary" in the other state.	See Amendment #3 to the RFP.
374	Eligibility	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	The use of the term "shall" in the eligibility criteria suggests a mandatory requirement. However, given the ambiguity around the phrase "providing services as a fiscal intermediary on a statewide basis in at least one other state," can the Department define what constitutes "statewide basis" and specify the level of service penetration required to meet this criterion?	See Amendment #3 to the RFP.
375	Eligibility	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	Can we get clarification on what "statewide basis" means with regards to fiscal intermediary services as there are varying levels of involvement "statewide" in other states.	See Amendment #3 to the RFP.
376	Eligibility	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	Can the Department provide a precise definition or criteria for what constitutes statewide service provision to ensure consistent and fair evaluation of bids?	See Amendment #3 to the RFP.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 30 of 105 PageID #: 308

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
377	Eligibility	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	Given these specific requirements and definitions that apply uniquely to New York State, can the Department clarify how an SFI that only provides similar but not identical services in a different state can meet the qualifications?	See Amendment #3 to the RFP.
378	Eligibility	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	Do the minimum qualifications in this section require that an entity, to be eligible to submit a bid under the RFP, be a current provider of fiscal intermediary services in New York State? In other words, can an entity that currently performs no fiscal intermediary services in New York State be eligible to submit a bid under the RFP? Similar but different question from the first question in this item 9: Do the minimum qualifications in this section require that an entity, to be eligible to submit a bid, currently perform fiscal intermediary services in New York State on a statewide basis?	An entity does not need to be a fiscal intermediary in New York State to be eligible.
379	Eligibility	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	Section 3.1 (a) states, "…on a statewide basis…". How is 'statewide basis' defined?	See Amendment #3 to the RFP.
380	Eligibility	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	Section 3.1 (a) states, "…on a statewide basis in at least one other state."; Attachment B checkbox one states, "…on a statewide basis with at least one other state.". Was the different wording unintentional? If it was not, which term is correct. If so, can you please explain the difference?	See Amendment #3 to the RFP.
381	Eligibility	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	What specific evidence or documentation will be required from an out-of-state SFI to demonstrate their capability to perform the full spectrum of New York State fiscal intermediary services, as defined by New York's statutes and regulations?	See RFP Section 6.2.D. and Attachment B.
382	Eligibility	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	What specific documentation is required to demonstrate that our organization meets the minimum qualifications as a fiscal intermediary as outlined in Section 3.1 of the RFP?	See RFP Section 6.2.D. and Attachment B.
383	Eligibility	Section 4.0: Scope of Work (Page 5 of RFP)	What does the term "entity" mean?	See Amendment #3 to the RFP.
384	Eligibility	Section 4.0: Scope of Work, Third Bullet (Page 5 of RFP)	Does the FI's existing statewide service have to be a CDPAP program?	See Amendment #3 to the RFP.
385	Eligibility	Section 6.2.D: Documentation of Bidder's Eligibility Responsive to Section 3.0 of RFP (Page 21 of RFP)	In order to achieve a successful transition to a single FI in NY, it is critical that bidders not only have experience serving members statewide, but also bring experience with a direct contract with a State. To qualify as the single FI do bidders need to have a contract directly with another state?	See Amendment #3 to the RFP.
386	Eligibility	Section 6.2.D: Documentation of Bidder's Eligibility Responsive to Section 3.0 of RFP (Page 21 of RFP)	Please note the earlier question regarding the difference between this language and the statutory language, specifically the distinction, if any, between providing fiscal intermediary service "in" vs. "with" at least one other state.	See Amendment #3 to the RFP.
387	Emergency Preparedness	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements (Pages 6-7 of RFP) and Section 4.5: Fiscal Intermediary Organizational Requirements (Page 8 of RFP)	What specific components should be included in the disaster preparedness and emergency plans?	The proposal should demonstrate how the Statewide Fiscal Intermediary will continue operations and continuity of required FI services, as outlined in RFP Section 4.0, to CDPAP consumers in the event of any emergency or disaster. The plan should clearly demonstrate that it ensures continued provision of FI services as required in the RFP and resulting contract.
388	Emergency Preparedness	Section 4.5: Fiscal Intermediary Organizational Requirements (Page 8 of RFP)	In times of crisis, such as natural disasters or pandemics, the adaptability and responsiveness of multiple entities are crucial. How does the Department plan to ensure the same level of adaptability and responsiveness with a single Statewide FI?	See answer to Question #387

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 31 of 105 PageID #: 309

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
389	Emergency Preparedness	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet g) (Page 8 of RFP)	RFP Section 4.5 Paragraph H and RFP Section F.3 Paragraph 8: "h) Establish, maintain, and periodically review disaster preparedness and emergency plans and procedures related to the provision of required FI services;" and "Describe the establishment, maintenance, and periodic review of the bidder disaster preparedness and emergency plans and procedures related to the provision of required FI services." The RFP omits education to the consumers on Disaster/Emergency plan as to how the FI will fulfill its responsibilities as previous DOH documents required this. The RFP does not include education to the consumer, or DR if applicable, steps they can do to prepare for a disaster or emergency. Emergency/Disaster education is something many current Fis provide as it can save lives such as the Blizzard that occurred in Buffalo, NY where many people died.	See answer to Question #387
390	Evaluation	Section 5.6.2: Revolving Credit Facility (Pages 14-15 of RFP)	Will the Department otherwise measure a bidder's creditworthiness in reviewing a bidder's proposal?	The specific components of the Department's evaluation will not shared with the bidding community.
391	Evaluation	Section 5.6.2: Revolving Credit Facility (Pages 14-15 of RFP)	Will the Department otherwise consider a bidder's financial strength in reviewing a bidder's proposal?	The specific components of the Department's evaluation will not shared with the bidding community.
392	Evaluation	Section 8.1: General Information (Pages 25-26 of RFP)	Will there be an opportunity for bidders to receive feedback on their proposals to understand how scoring decisions were made?	No.
393	Evaluation	Section 8.3: Technical Evaluation (Page 26 of RFP) and Section 8.4: Cost Evaluation (Page 26 of the RFP)	How will the technical and cost proposals be weighted in the evaluation process, and what specific criteria will be used to score them?	A Bidder's Technical Proposal will be weighted 65% of the overall score and a Bidder's Cost Proposal will be weighted 35% of the overall score. Bidders should reference Section 6.2.F of the RFP for information that should be provided in their Technical Proposal.
394	Evaluation	Section 5.6.2: Revolving Credit Facility (Pages 14-15 of RFP)	Will a bidder's proposal be more highly scored if the bidder provides a larger line of credit?	No
395	Evaluation	Section 5.10: Encouraging Use of New York Businesses in Contract Performance (Page 17 of RFP)	Regarding this section, will New York-based businesses be given preferential consideration in this procurement?	No.
396	Evaluation	Section 5.10: Encouraging Use of New York Businesses in Contract Performance (Page 17 of RFP)	Will the Department consider whether a Bidder is an existing New York state business when evaluating the bids?	No.
397	Evaluation	Section 8.0: Method of Award (Pages 25-27 of RFP)	Would the Department consider adding an oral presentation with a solution demonstration to the evaluation process?	No.
398	Evaluation	Section 8.1: General Information (Pages 25-26 of RFP)	Will the DOH make public its scoring and ranking of each Single FI candidate?	No.
399	Evaluation	Section 8.1: General Information (Pages 25-26 of RFP)	Define best value.	See paragraph 1 within Section 8.1 of the RFP.
400	Evaluation	Section 8.1: General Information (Pages 25-26 of RFP)	Section 8.1 states that the "Technical Proposal and compliance with other RFP requirements (other than the Cost Proposal) will be weighted 65% of a proposal's total score" and that "the information contained in the Cost Proposal will be weighted 35% of a proposal's total score." The RFP provides no further guidance regarding how the Cost Proposal will be scored. Is a proposal's total Cost Proposal-related score based purely on Proposed PMPM? What is the relationship between Proposed PMPM and Cost Proposal score? Objective and transparent scoring criteria are necessary to limit DOH staff members' discretion and ensure that bids are evaluated fairly and impartially by DOH.	See Section 8.4 of the RFP, which provides the formula related to how Cost Proposals will be scored.
401	Evaluation	Attachment A: Bidder Document Checklist (Page 28 of RFP)	Are points awarded for completion of the Administrative Proposal, or is it simply pass/fail?	The Administrative Proposal will not be scored as part of the Technical or Cost Evaluation process.
402	Evaluation	General	During the procurement process the NY DOH has discretion to include "other criteria" in order to make their choice on who they will contract with. Can DOH please provide in depth clarification on what the exact and full criteria is?	The specific components of the Department's evaluation will not shared with the bidding community. Bidders should submit their Technical Proposal in accordance with Section 6.2 of the RFP.
403	Evaluation	Section 8.1: General Information (Pages 25-26 of RFP)	How will the Department of Health address potential disparities in the interpretation of "Best Value" among different members of the Evaluation Committee?	This information will not be shared with the bidding community

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 32 of 105 PageID #: 310

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
404	Evaluation	Section 5.8: DOH's Reserved Rights (Page 16 of RFP)	What criteria will be used to evaluate information obtained from site visits and interviews?	This information will not be shared with the bidding community.
405	Evaluation	Section 6.1.3: Vendor Responsibility Questionnaire (Page 18 of RFP)	What specific elements will be assessed in the Vendor Responsibility Questionnaire, as outlined in Section 6.1.3 of the RFP?	This information will not be shared with the bidding community.
406	Evaluation	Section 6.1.10: MWBE Forms (Page 20 of RFP)	The RFO requires the submission of Attachment 5 (M/WBE Utilization Plan.). However, section 5.5. states "for purposes of this RFP, DOH establishes an overall goal of 0% for M/WBE participation.." What scoring advantages will be awarded to a bidder (if any) that is a NY M/WBE?	This information will not be shared with the bidding community.
407	Evaluation	Section 8.0: Method of Award (Pages 25-27 of RFP)	RFP Sections 8.3 Technical Evaluation and 8.4 Cost Evaluation describe the method of evaluation. Is the Administrative Proposal evaluated? If so, please describe the evaluation criteria.	This information will not be shared with the bidding community.
408	Evaluation	Section 8.1: General Information (Pages 25-26 of RFP)	What agencies will be represented on the RFO Evaluation committee?	This information will not be shared with the bidding community.
409	Evaluation	Section 8.2: Submission Review (Page 26 of RFP)	Who will be involved in the evaluation of SFI applications?	This information will not be shared with the bidding community.
410	Evaluation	Section 8.2: Submission Review (Page 26 of RFP)	How will the selection group evaluate and make its final decision?	This information will not be shared with the bidding community.
411	Evaluation	Section 8.3: Technical Evaluation (Page 26 of RFP)	The RFP states that the evaluation process will be conducted by a technical evaluation committee. Will this committee be able to reach out to the other state(s) the bidder operates to assess how accurate their responses are to what they do on that other state?	This information will not be shared with the bidding community.
412	Evaluation	Section 8.3: Technical Evaluation (Page 26 of RFP)	The RFP states that the evaluation process will be conducted by a technical evaluation committee. Will this committee conduct site visits to bidder locations in other states to conduct audits and ensure the veracity of claims made in the bidders' submissions?	This information will not be shared with the bidding community.
413	Evaluation	Section 8.3: Technical Evaluation (Page 26 of RFP)	Will the DOH's Evaluation Team include part-time state employees or outside consultants?	This information will not be shared with the bidding community.
414	Evaluation	Section 8.3: Technical Evaluation (Page 26 of RFP)	How will the 65 points available for the Technical Evaluation be awarded and weighed by section in the Technical Response? For example, how many maximum points are available for the EVV section?	This information will not be shared with the bidding community.
415	Evaluation	Section 8.3: Technical Evaluation (Page 26 of RFP)	Will the Department review bidder experience as part of the Technical Evaluation?	This information will not be shared with the bidding community.
416	Evaluation	Section 8.3: Technical Evaluation (Page 26 of RFP)	Does the Department have a model proposal it will examine bidder proposals against?	This information will not be shared with the bidding community.
417	Evaluation	Section 8.3: Technical Evaluation (Page 26 of RFP)	Will the Technical Evaluation Committee be trained in how proposals should be reviewed and evaluated?	This information will not be shared with the bidding community.
418	Evaluation	Section 8.4: Cost Evaluation (Page 26 of the RFP)	The RFP states that there is a separate cost evaluation committee. Can that committee reach out to other state(s) the bidder is operating to learn how efficiently they operate compared to what they describe?	This information will not be shared with the bidding community.
419	Evaluation	Section 8.4: Cost Evaluation (Page 26 of the RFP)	Can DOH identify the members and experience of the Cost Evaluation Committee and/or indicate whether the Committee will include DOH Program Staff?	This information will not be shared with the bidding community.
420	Evaluation	Section 8.6: Best and Final Offers (Page 26 of RFP)	What specific criteria will be used in the Best and Final Offer process to ensure it adheres to the "Best Value" concept as specified in Section 8.1?	This information will not be shared with the bidding community.
421	Evaluation	Section 4.1: Required Fiscal Intermediary Services, Bullet a) (Page 5 of RFP)	What are the key elements that you consider most critical in the technical proposal?	This information will not be shared with the bidding community. Bidders should follow the instructions included throughout Section 6 and any applicable attachments when responding to this RFP.
422	Evaluation	Section 4.2: Best Practices (Page 6 of RFP)	Several of the best practices listed in Section 4.2 seem crucial to the success of this system. How will meeting "best practices" be included in the technical evaluation scoring?	This information will not be shared with the bidding community. Bidders should follow the instructions included throughout Section 6 and any applicable attachments when responding to this RFP.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 33 of 105 PageID #: 311

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
423	Evaluation	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet b) (Page 8 of RFP)	How will the qualifications of administrative staff be evaluated and measured by the Department of Health?	This information will not be shared with the bidding community. Bidders should follow the instructions included throughout Section 6 and any applicable attachments when responding to this RFP.
424	Evaluation	Section 8.1: General Information (Pages 25-26 of RFP)	Section 8.1 states that the "Technical Proposal and compliance with other RFP requirements (other than the Cost Proposal) will be weighted 65% of a proposal's total score" and that "the information contained in the Cost Proposal will be weighted 35% of a proposal's total score." Section 6.2 further elaborates that the Technical Proposal will be evaluated based on the bidder's ability to "meet the fiscal intermediary services as included in Sections 4.0 through 4.7." How will DOH score and weigh the dozens of discrete services, practices, and requirements set out in Sections 4.0 through 4.7 in determining a total Technical Proposal score? This information is needed in order for bidders to evaluate their eligibility or fitness for the contract and prepare their bids appropriately, and to limit DOH staff members' discretion and ensure that bids are evaluated fairly and impartially by DOH.	This information will not be shared with the bidding community. Bidders should follow the instructions included throughout Section 6 and any applicable attachments when responding to this RFP.
425	Evaluation	Section 8.4: Cost Evaluation (Page 26 of the RFP)	For the Cost Evaluation, will ineligible bidders be excluded from the cost calculation?	Yes, if the Bidder is ineligible, their proposal will not proceed to the Technical or Cost Evaluation Teams.
426	Evaluation	Section 8.1: General Information (Pages 25-26 of RFP)	There is no mention of a potential request for Oral Presentation by select Bidders. Does DOH reserve the right to request Oral Presentations?	Oral presentations are not anticipated; however, under Section 5.8.5 DOH reserves the right to seek clarification from bidders.
427	Evaluation	General	Will extra consideration be given to entities that currently operate in New York State?	The specific components of the Department's evaluation will not shared with the bidding community. Bidders should submit their Technical Proposal in accordance with Section 6.2 of the RFP.
428	Evaluation	Section 3.1: Minimum Qualifications (Page 4 of RFP)	The RFP states that any qualified bidder must be "capable of performing statewide fiscal intermediary services..." What metrics will be used to determine the bidder's capacity to perform such statewide fiscal intermediary services?	The specific components of the Department's evaluation will not shared with the bidding community. Bidders should submit their Technical Proposal in accordance with Section 6.2 of the RFP.
429	Evaluation	Section 3.1: Minimum Qualifications (Page 4 of RFP)	The RFP states that any qualified bidder must be "capable of performing statewide fiscal intermediary services..." Does this mean that a bidder will have to show previous experience performing these services in another state?	The specific components of the Department's evaluation will not shared with the bidding community. Bidders should submit their Technical Proposal in accordance with Section 6.2 of the RFP.
430	Evaluation	Section 3.1: Minimum Qualifications (Page 4 of RFP)	The RFP states that any qualified bidder must be "capable of performing statewide fiscal intermediary services..." Will it be deemed acceptable for a bidder use the experience of subcontractors to meet this standard?	The specific components of the Department's evaluation will not shared with the bidding community. Bidders should submit their Technical Proposal in accordance with Section 6.2 of the RFP.
431	Evaluation	Section 3.1: Minimum Qualifications (Page 4 of RFP)	The RFP states that any qualified bidder must, as of April 1, 2024, serve as an FI on a "statewide basis in at least one other state". To what extent will the Department weigh the comparability of that other state to NYS? That is, will the Department consider population size, cultural and language diversity, etc. of that other State and how that experience might compare to NYS?	The specific components of the Department's evaluation will not shared with the bidding community. Bidders should submit their Technical Proposal in accordance with Section 6.2 of the RFP.
432	Evaluation	Section 3.1: Minimum Qualifications (Page 4 of RFP)	The RFP states that any qualified bidder must, as of April 1, 2024, serve as an FI on a "statewide basis in at least one other state". To what extent will the Department weigh the comparability of how that other State structures the functions of fiscal intermediaries to how the functions of fiscal intermediaries are defined under NYS law?	The specific components of the Department's evaluation will not shared with the bidding community. Bidders should submit their Technical Proposal in accordance with Section 6.2 of the RFP.
433	Evaluation	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	Can the Department outline the process and criteria for evaluating whether an out-of-state SFI's prior experience in other states aligns with New York State's comprehensive fiscal intermediary responsibilities, including wage and benefit processing, compliance with PA workers' compensation, and monitoring consumer's ability to self-direct?	The specific components of the Department's evaluation will not shared with the bidding community. Bidders should submit their Technical Proposal in accordance with Section 6.2 of the RFP.
434	Evaluation	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	What criteria will be used to evaluate whether an entity is capable of performing statewide fiscal intermediary services?	The specific components of the Department's evaluation will not shared with the bidding community. Bidders should submit their Technical Proposal in accordance with Section 6.2 of the RFP.
435	Evaluation	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	How will the Department evaluate demonstrated experience in other states to apply to capability within the New York state CDPAP model?	The specific components of the Department's evaluation will not shared with the bidding community. Bidders should submit their Technical Proposal in accordance with Section 6.2 of the RFP.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 34 of 105 PageID #: 312

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
436	Evaluation	Section 4.0: Scope of Work, Paragraph 1 (Page 5 of RFP)	Given the significant functional differences in fiscal intermediary services within New York State as defined by the specified section of Part HH when compared to other state models, how will the Department evaluate experience represented within bidders' proposals to correspond to the unique programmatic needs of New York State's model of consumer directed service delivery?	The specific components of the Department's evaluation will not shared with the bidding community. Bidders should submit their Technical Proposal in accordance with Section 6.2 of the RFP.
437	Evaluation	Section 4.5: Fiscal Intermediary Organizational Requirements (Page 8 of RFP)	The RFP states that the awarded Statewide FI will have and maintain an effective organizational structure with qualified administrative staff to deliver all services of the Statewide FI and ensure all FI personnel have the appropriate training and knowledge to fulfill their duties to the FI. How does the state define 'effective'?	The specific components of the Department's evaluation will not shared with the bidding community. Bidders should submit their Technical Proposal in accordance with Section 6.2 of the RFP.
438	Evaluation	Section 4.5: Fiscal Intermediary Organizational Requirements (Page 8 of RFP)	The RFP states that the awarded Statewide FI will have and maintain an effective organizational structure with qualified administrative staff to deliver all services of the Statewide FI and ensure all FI personnel have the appropriate training and knowledge to fulfill their duties to the FI. How will the state determine if an organizational system is effective?	The specific components of the Department's evaluation will not shared with the bidding community. Bidders should submit their Technical Proposal in accordance with Section 6.2 of the RFP.
439	Evaluation	Section 4.5: Fiscal Intermediary Organizational Requirements (Page 8 of RFP)	The RFP states that the awarded Statewide FI will have and maintain an effective organizational structure with qualified administrative staff to deliver all services of the Statewide FI and ensure all FI personnel have the appropriate training and knowledge to fulfill their duties to the FI. How will the state define 'qualified'?	The specific components of the Department's evaluation will not shared with the bidding community. Bidders should submit their Technical Proposal in accordance with Section 6.2 of the RFP.
440	Evaluation	Section 4.5: Fiscal Intermediary Organizational Requirements (Page 8 of RFP)	The RFP states that the awarded Statewide FI will have and maintain an effective organizational structure with qualified administrative staff to deliver all services of the Statewide FI and ensure all FI personnel have the appropriate training and knowledge to fulfill their duties to the FI. Will the state include the appropriate cultural and language capacities in defining 'qualified'?	The specific components of the Department's evaluation will not shared with the bidding community. Bidders should submit their Technical Proposal in accordance with Section 6.2 of the RFP.
441	Evaluation	Section 4.5: Fiscal Intermediary Organizational Requirements (Page 8 of RFP)	The RFP states that the awarded Statewide FI will have and maintain an effective organizational structure with qualified administrative staff to deliver all services of the Statewide FI and ensure all FI personnel have the appropriate training and knowledge to fulfill their duties to the FI. How will the state determine who is 'qualified'?	The specific components of the Department's evaluation will not shared with the bidding community. Bidders should submit their Technical Proposal in accordance with Section 6.2 of the RFP.
442	Evaluation	Section 5.6.2: Revolving Credit Facility (Pages 14-15 of RFP)	If the awardee is unable to provide proof of the line of credit within 10 days, will the DOH move to award the bidder with the second-highest score?	The specific components of the Department's evaluation will not shared with the bidding community. Bidders should submit their Technical Proposal in accordance with Section 6.2 of the RFP.
443	Evaluation	Section 5.7: Subcontracting (Pages 15-16 of RFP)	Will DOH provide any scoring advantage of any kind to proposals based on the number of proposed subcontracting arrangements? For example, if Bidder A identifies in its technical proposal a comprehensive list of Subcontractors (from which it has secured letters of intent) that demonstrates how it will provide culturally and linguistically competent services in all areas of the State while Bidder B defers to cooperating with DOH to develop an adequate network of subcontractors, will the first bidder be preferenced in any way under the scoring methodology?	The specific components of the Department's evaluation will not shared with the bidding community. Bidders should submit their Technical Proposal in accordance with Section 6.2 of the RFP.
444	Evaluation	Section 5.7: Subcontracting (Pages 15-16 of RFP)	How does the Department define and evaluate the role of subcontractors in fulfilling the FI services? Are there specific qualifications subcontractors must meet?	The specific components of the Department's evaluation will not shared with the bidding community. Bidders should submit their Technical Proposal in accordance with Section 6.2 of the RFP.
445	Evaluation	Section 6.1: Administrative Proposal (Page 18 of RFP)	If evaluations of the Administrative, Technical, and Cost components of Proposals are conducted separately, how will the Department effectively determine if the costs specified within a given proposal are sufficient to support the programmatic functions, best practices, and quality assurance components outlined within a separate section of the same proposal?	The specific components of the Department's evaluation will not shared with the bidding community. Bidders should submit their Technical Proposal in accordance with Section 6.2 of the RFP.
446	Evaluation	Section 8.1: General Information (Pages 25-26 of RFP)	When considering "best value", are the services, quality enhancements, and mandatory/voluntary benefits factored in on the decision?	The specific components of the Department's evaluation will not shared with the bidding community. Bidders should submit their Technical Proposal in accordance with Section 6.2 of the RFP.
447	Evaluation	Section 8.1: General Information (Pages 25-26 of RFP)	What measures are in place to ensure that the Department of Health's "sole discretion" in determining the best proposal does not lead to subjective or biased decision-making?	The specific components of the Department's evaluation will not shared with the bidding community. Bidders should submit their Technical Proposal in accordance with Section 6.2 of the RFP.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 35 of 105 PageID #: 313

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
448	EVV	Section 5.7: Subcontracting (Pages 15-16 of RFP)	This section of the RFP may require the FI to contract with "an EVV vendor". Should bidders provide alternative proposals, i.e., with and without the cost of an EVV vendor when submitting their bids?	All bidders are required to have an EVV system that meets all New York State and federal EVV requirements. If a bidder does not have their own EVV system, they would need to contract with an outside EVV vendor.
449	EVV	Attachment B: Bidder's Demonstration of Eligibility to Submit an Offer (Pages 29-30 of RFP)	Section 5.7 of this RFP specifies that the Statewide FI "shall… contract with an EVV vendor, if necessary, to collect and submit data to the NYS Aggregator in accordance with the 21st Century Cures Act and NYS EVV standards and policies" (emphasis added). However, the Joint Employment Attestation included within ATTACHMENT B mandates that the Statewide FI "will contract with an EVV vendor." Is contracting with an EVV vendor a best practice or a requirement under this RFP?	Having an EVV system that is compliant with all federal and state laws, rules and regulations is a requirement of bidders. Whether this system is created in-house or subcontracted by the Statewide Fiscal Intermediary is a decision of the bidder.
450	EVV	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements, Bullet i) (Pages 7-8 of RFP)	What are the details of the EVV requirements given the Aggregator model NY has been using?	Information related to New York State's EVV program can be found at: https://www.health.ny.gov/health_care/medicaid/redesign/evv/
451	EVV	Section 5.7: Subcontracting (Pages 15-16 of RFP)	This section of the RFP may require the FI to contract with "an EVV vendor". Does the State have a preferred vendor?	No. New York State has a provider choice model for EVV, therefore the provider is able to choose their own EVV vendor that is able to comply with all New York State and federal EVV requirements.
452	EVV	Section 4.1: Required Fiscal Intermediary Services (Page 5 of RFP)	The RFP states that "fiscal intermediary services **shall not** include fulfillment of the responsibilities of the consumer..." which, in (d) includes "Timely approving and attesting to the accuracy of PA time records and transmitting such information to the FI according to the FI's procedures." Does this mean that the consumer, must have access to the backend of the electronic visit verification record system to approve and deny service hours, and how does this occur if the consumer does not have the necessary electronic equipment to perform such a task?	No. The Statewide Fiscal Intermediary would be expected to procure an EVV vendor for personal assistants to use that complies with all EVV requirements.
453	EVV	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements (Pages 7-8 of RFP)	In 4.4(i) the Statewide FI is identified as being responsible for complying with "Electronic Visit Verification requirements the Department has implemented or will implement to comply with the federal 21st Century Cures Act." However, in 4.1, the consumer is responsible for, and the fiscal intermediary **shall not** engage in "Timely approving and attesting to the accuracy of PA time records and transmitting such information to the FI according to the FIs procedures." Please clarify how these two provisions successfully interact with each other.	See answer to Question #452
454	EVV	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements, Bullet i) (Pages 7-8 of RFP)	Will the statewide FI be required to provide alternative EVV compliance systems?	See answer to Question #449
455	EVV	Section 5.7: Subcontracting (Pages 15-16 of RFP)	Will subcontractors be expected to contract with EVV vendors to collect PA time records?	See answer to Question #449
456	EVV	Section 5.7: Subcontracting (Pages 15-16 of RFP)	Will any subcontractor have to move to the EVV system used by the statewide FI?	See answer to Question #449
457	EVV	Section 4.6: Fiscal Monitoring and Oversight Requirements, Bullet h) (Page 9 of RFP)	How will the Department assess and determine EVV compliance? What specific reporting standards and compliance thresholds will be utilized?	See answer to Question #449
458	EVV	Section 4.8: Information Technology Requirements (Page 10 of RFP)	Will the Information Technology used to comply with EVV be fully ADA compliant and accessible?	See answer to Question #449
459	EVV	Section 5.7: Subcontracting (Pages 15-16 of RFP)	Please clarify the expectations of contracting with EVV vendors.	See answer to Question #449
460	EVV	Section 5.7: Subcontracting (Pages 15-16 of RFP)	Under the last bullet, who is the NYS aggregator?	The NYS Aggregator is the electronic system and mechanism through which EVV data is submitted to New York State

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 36 of 105 PageID #: 314

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
461	EVV	Section 4.6: Fiscal Monitoring and Oversight Requirements (Page 9 of RFP)	Is the statewide FI responsible for verifying and auditing EVV data?	Yes.
462	Fiscal Oversight	Section 4.6: Fiscal Monitoring and Oversight Requirements (Page 9 of RFP)	Who is responsible for ensuring that the reporting requirements to OMIG are met?	Bidders are responsible for ensuring reporting requirements are met.
463	Fiscal Oversight	Section 4.6: Fiscal Monitoring and Oversight Requirements, Bullet c) (Page 9 of RFP)	Will the awarded Statewide FI be required to retain and preserve financial and other records of FIs ceasing operations?	No, the statewide fiscal intermediary does not have to retain financial and other records of previous fiscal intermediaries unless those records are related to ongoing consumer activity in the program.
464	Fiscal Oversight	Section 4.6: Fiscal Monitoring and Oversight Requirements, Bullet a) (Page 9 of RFP)	Since the cost report submission is based on a calendar year and services will be provided by the single statewide FI beginning April 1, 2025, please confirm who is responsible for submitting cost report data for the four months from Jan. 2025 - April 2025? Would that be the responsibility of the existing FIs within their individual 2025 Cost Reports? And then the single statewide FI would be responsible beginning April 1, 2025 until Dec. 31, 2025? Is it possible to either apply an alterative rate calculation for the first year's cost report or allow services to be effective with the beginning of the calendar year, either 2025 or 2026?	Submission timelines will be handled with the awardee upon contract execution
465	Fiscal Oversight	Section 4.6: Fiscal Monitoring and Oversight Requirements (Page 9 of RFP)	What are the details of the required fiscal procedures and internal controls mentioned in Section 4.6?	Refer to RFP Section 4.6 for the required fiscal monitoring and oversight requirements.
466	Fiscal Oversight	Section 4.6: Fiscal Monitoring and Oversight Requirements (Page 9 of RFP)	Section 4.6 (c): Is the single FI solely liable for the retention and preservation of financial and other records that facilitate fiscal monitoring and audits? Will DOH allow the single FI to transfer this risk to subcontractors? Will DOH allow indemnification provisions in subcontracts related to this risk? Will DOH allow indemnification provisions in subcontracts related to other financial and audit risks?	Bidders should consult with their legal counsel.
467	Fiscal Oversight	Section 4.6: Fiscal Monitoring and Oversight Requirements (Page 9 of RFP)	Section 4.6(d): How is “fiscal oversight” defined? This refers to fiscal oversight over whom? The PA? The consumer? The subcontractor? How is “fiscal integrity” defined? This refers to which party’s fiscal integrity? What are the consequences if an undefined party does not meet undefined fiscal integrity standards?	Refer to RFP Section 4.6 for the required fiscal monitoring and oversight requirements.
468	Fiscal Oversight	Section 4.6: Fiscal Monitoring and Oversight Requirements (Page 9 of RFP)	Section 4.6(e): Is the single FI solely liable for OMIG risk? What is the allocation of risk and responsibility between the single FI and subcontractors for making OMIG referrals? Will DOH allow the single FI to transfer this risk to subcontractors? Will DOH allow indemnification provisions in subcontracts related to this risk?	Bidders should consult with their legal counsel.
469	Fiscal Oversight	Section 4.6: Fiscal Monitoring and Oversight Requirements (Page 9 of RFP)	Section 4.6(g): Is the single FI solely liable for OMIG risk and other audit risk as described in this section? What is the allocation of risk and responsibility between the single FI and subcontractors in this section? Will DOH allow the single FI to transfer this risk to subcontractors? Will DOH allow indemnification provisions in subcontracts related to this risk?	Bidders should consult with their legal counsel.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 37 of 105 PageID #: 315

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
470	Fiscal Oversight	Section 4.6: Fiscal Monitoring and Oversight Requirements, Bullets E and G (Page 9 of RFP)	RFP Section 4.6 Paragraphs E & G: "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. The awarded Statewide FI along with its subcontractors, will refer to the Office of the Medicaid Inspector General (OMIG) any allegations of fraud, waste and abuse identified. For more information, see the CMS website on the Medicaid Integrity Program, found here: https://www.cms.gov/Medicare-MedicaidCoordination/Fraud-Prevention/MedicaidIntegrityProgram/index.html" and "Along with its subcontractors, the awarded Statewide FI will be subject to audit, investigation, and review by OMIG for a period consistent with the requirements outlined in 18 NYCRR Part 517. The awarded Statewide FI and its subcontractors will 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 by furnishing any records and information upon request." Will the Statewide be audited on their investigation process and documentation of any fraud, abuse, and neglect of the consumer? What will be the frequency of this oversight? If there is a need for CDPAP Service to be suspended, such as if the consumer's home is environmentally dangerous to the PA, what agency or agencies have the authority to suspend service?	Bidders should consult with their legal counsel regarding federal and state agency oversight authority.
471	FOIL	Section 5.9: Freedom of Information Law ("FOIL") (Page 16 of RFP)	How should sensitive information be marked and justified as exempt from disclosure under FOIL?	FOIL redactions should be requested within the Bidder's Administrative Proposal. See Section 6.1.2 of the RFP.
472	FOIL	Section 5.9: Freedom of Information Law ("FOIL") (Page 16 of RFP)	What specific information will DOH require when evaluating and handling FOIL requests regarding proprietary information?	See response to Question #471
473	FOIL	Section 5.9: Freedom of Information Law ("FOIL") (Page 16 of RFP)	What procedures should subcontractors follow to mark information as confidential?	See response to Question #471
474	FOIL	Section 4.5: Fiscal Intermediary Organizational Requirements (Page 8 of RFP)	Is the requirements of subsection b and c subject to the freedom of information law?	See response to Question #471
475	Health Assessment	Section 4.1: Required Fiscal Intermediary Services, Bullet d) (Page 5 of RFP)	NYCRR 766.11(c) and (d) states the requirements for Personal Assistant (PA) assessments. Who pays for the TB risk assessment? How much does the TB risk assessment cost?	It is the Personal Assistant's responsibility to have their health assessment conducted.
476	Health Assessment	Section 4.1: Required Fiscal Intermediary Services, Bullet d) (Page 5 of RFP)	NYCRR 766.11(c) and (d) states the requirements for PA assessments. Who pays for an annual or frequent health status assessment? How much do the health status assessments costs?	It is the Personal Assistant's responsibility to have their health assessment conducted.
477	Health Assessment	Section 4.1: Required Fiscal Intermediary Services, Bullet e) (Page 5 of RFP)	What "medical documentation" is required by Section 4.1(b)?	Medical documentation pertains to the health assessment as required by 10 NYCRR § 766.11(c) and (d).
478	Health Assessment	Section 4.1: Required Fiscal Intermediary Services, Bullet e) (Page 5 of RFP)	Is the reference to "medical documentation" as "required by 4.1(b)" intended to change the current standards for PA health assessments? Our understanding is that PA health assessments do not require the involvement of a physician or physician assistant. See also RFP Section 4.4.	Medical documentation pertains to the health assessment as required by 10 NYCRR § 766.11(c) and (d).
479	Health Assessment	Section 4.1: Required Fiscal Intermediary Services, Bullet d) and e) (Page 5 of RFP)	In sections 4.1 d and 4.1 e, the RFP refers to assessing health status of the PA, as well as obtaining documentation of such. What documentation is required for the FI to obtain? Additionally, what items are being assessed by the FI?	Medical documentation pertains to the health assessment as required by 10 NYCRR § 766.11(c) and (d).

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 38 of 105 PageID #: 316

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
480	Health Assessment	Section 4.1: Required Fiscal Intermediary Services, Bullet e) (Page 5 of RFP)	Section 4.1(b) does not refer to medical documentation. Can you clarify the reference to medical documentation in Section 4.1(e)?	Medical documentation pertains to the health assessment as required by 10 NYCRR § 766.11(c) and (d). The reference in 4.1(e) should be to 4.1(d) and not 4.1(b). See Amendment #3.
481	Health Assessment	Section 4.1: Required Fiscal Intermediary Services (Page 5 of RFP)	The RFP states that the fiscal intermediary is responsible for "Ensuring the health status of each PA is assessed prior to service delivery 10 NYCRR 766.11(c) and (d) or any successor regulation." Currently, fiscal intermediaries must assess prior to service and annually. Does this reflect a change in policy related to health assessments? Please clarify.	No, this is still an annual requirement.
482	Health Assessment	Section 4.1: Required Fiscal Intermediary Services, Bullet c) (Page 5 of RFP)	Can the FI obtain a statement of medical clearance from the doctor stating okay to perform essential functions rather than an actual physical examination report?	No. The health assessment is required to follow 10 NYCRR § 766.11(c) and (d).
483	Health Assessment	Section 4.1: Required Fiscal Intermediary Services (Page 5 of RFP)	The RFP states that the fiscal intermediary is responsible for "Ensuring the health status of each PA is assessed prior to service delivery 10 NYCRR 766.11(c) and (d) or any successor regulation." 10 NYCRR 766.11(d)(6) requires "documentation of vaccination against influenza, or wearing of a surgical or procedure mask during the influenza season, for personnel who have not received the influenza vaccine for the current influenza season, pursuant to section 2.59 of this Title." Pursuant to Frequently Asked Questions (FAQ) Regarding Title 10, Section 2.59 "Regulation for Prevention of Influenza Transmission by Healthcare and Residential Facility and Agency Personnel" (January 2, 2015), CDPAP is exempt from this requirement. Will the statewide fiscal intermediary need to ensure compliance with 10 NYCRR 766.11(d)(6) or does the exemption remain in place?	The masking requirement exemption for CDPAP remains in place.
484	Health Assessment	Section 4.1: Required Fiscal Intermediary Services, Bullet d) (Page 5 of RFP)	Who is responsible for the cost of health assessments, the fiscal intermediary or the PA?	It is the Personal Assistant's responsibility to have their health assessment conducted.
485	Health Assessment	Section 4.1: Required Fiscal Intermediary Services, Bullet d) (Page 5 of RFP)	If the fiscal intermediary is responsible for the cost of the health assessment, will the Department, managed care plans, managed long-term care plans, Local Departments of Social Services, and other appropriate long-term service programs offering consumer directed personal assistance services reimburse the fiscal intermediary for these costs?	It is the Personal Assistant's responsibility to have their health assessment conducted.
486	Health Assessment	Section 4.1: Required Fiscal Intermediary Services, Bullet d) (Page 5 of RFP)	NYCRR 766.11 (c) and (d) states that documentation for vaccination against influenza must be maintained (or the PA must wear a mask during season). Who pays for influenza vaccination when needed? How much do flu vaccines cost?	It is the Personal Assistant's responsibility to have their health assessment conducted.
487	Health Assessment	Section 4.1: Required Fiscal Intermediary Services, Bullet e) (Page 5 of RFP)	Will the selected FI be required to pay for PA health assessments?	It is the Personal Assistant's responsibility to have their health assessment conducted.
488	Health Assessment	Section 4.1: Required Fiscal Intermediary Services, Bullet d) (Page 5 of RFP)	Relating to the annual health assessment of the PA, will be scheduling and payment be covered by the new statewide FI?	It is the Personal Assistant's responsibility to have their health assessment conducted.
489	In home visits	Section 4.2: Best Practices, Bullet b) (Page 6 of RFP)	Will the statewide fiscal intermediary be required to conduct in-person visits with the consumer at their home?	The RFP states that bidders may used creative approaches to assist in the delivery of high quality FI services that best meet the needs of consumers. The best practices identified in Section 4.2 are not required but will be evaluated.
490	In home visits	Section 4.2: Best Practices, Bullet b) (Page 6 of RFP)	Is conducting visits to the consumer's home a best practice, when many Consumers are protective of their autonomy and privacy?	See answer to Question #489
491	In home visits	Section 4.2: Best Practices, Bullet b) (Page 6 of RFP)	How many in-person home visits per year will the fiscal intermediary be required to conduct?	See answer to Question #489
492	In home visits	Section 4.2: Best Practices, Bullet b) (Page 6 of RFP)	RFP Section 4.2 Paragraph B: "b) Conducting visit(s) to the consumer's home;" Please clarify when the Statewide FI or Subcontractor should conduct home visits to consumers? What frequency and in what situations/purpose?	See answer to Question #489

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 39 of 105 PageID #: 317

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
493	In home visits	Section 4.2: Best Practices (Page 6 of RFP)	The RFP states bidders may use creative approaches to assist in the delivery of high quality FI services. Among the best practices is conducting visits to the consumer's home. Does the consumer have the right to consent to such visits?	See answer to Question #489
494	In home visits	Section 4.2: Best Practices (Page 6 of RFP)	Will the consumer have the right to refuse a home visit as a "high-quality FI services"?	Yes.
495	In home visits	Section 4.2: Best Practices, Bullet a) (Page 6 of RFP)	Can an FI or its subcontractors utilize video conferencing to conduct a visit to the consumer's home and/or conduct face-to-face orientations?	Yes.
496	In home visits	Section 4.2: Best Practices, Bullet b) (Page 6 of RFP)	Is Consumer consent required before the selected bidder may visit a Consumer's home?	Yes.
497	Insurance	Section 5.6.1: Data Breach and Privacy/Cyber Liability including Technology Errors and Omissions (Page 14 of RFP)	Can the Single FI and all subcontractors be under one policy for a total of $5,000,000 in coverage, or must each entity have its own coverage?	Each entity must have its own coverage. Per section 5.6.1, with regard to Data Breach and Privacy/Cyber Liability Insurance, "[t]he Contractor and any subcontractor retained by the Contractor shall carry and maintain applicable coverage during and for a period of two (2) years after termination of this contract, Data Breach and Privacy/Cyber Liability Insurance, including coverage for failure to protect confidential information and failure of the security of the Contractor's computer systems or the Department's Authorized Users' systems due to the actions of the Contractor which results in the unauthorized access to the Department's data." (emphasis added).
498	Insurance	Section 5.6.1: Data Breach and Privacy/Cyber Liability including Technology Errors and Omissions (Page 14 of RFP)	Are there any requirements specific to General Liability insurance?	General Liability insurance requirements can be found in Attachment 8 as referenced in Section 5.6 of the RFP.
499	IT	Section 4.8: Information Technology Requirements (Page 10 of RFP)	What specific IT systems or software are required to meet the Information Technology Requirements outlined in Section 4.8?	Bidders will need to have IT systems that allow them to adequately, securely and appropriately conduct all responsibilities required of the Statewide Fiscal Intermediary. Bidders should describe this in their proposal.
500	IT	Section 4.8: Information Technology Requirements (Page 10 of RFP)	Will the accessibility requirements of other sections of this RFP apply to Information Technology considerations?	See answer to Question #499
501	IT	Section 4.9: Privacy, Security and Confidentiality Requirements (Pages 10-11 of RFP)	Who will be the parties to the security and privacy agreements (i.e., Data Use Agreements and Business Associate Agreements) described in this section? Will there be third-party beneficiaries to these agreements?	A prepopulated Data Use Agreement (DUA) will be provided to the organization after the contract is awarded and is fully executed. The DUA contains a Business Associate's Agreement (BAA) which is between the Contractor and the Department. DOH will have absolute authority to determine if, and when, any other party may be allowed to access information The purpose of the Data Use Agreement (DUA) is to assure DOH that a Requesting Organization (Requestor) will maintain the security and privacy of Medicaid Confidential Data (MCD) that DOH releases to the Requestor. An additional purpose of the DUA is to establish a legally binding agreement between the Requestor and DOH by defining the terms and conditions of the MCD release, should DOH accept the Requestor's Agreement.
502	IT	Section 4.9: Privacy, Security and Confidentiality Requirements (Pages 10-11 of RFP)	What are the detailed expectations for data privacy and security, particularly concerning compliance with HIPAA and NYS policies?	The awarded Statewide FI will comply fully with all current and future 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, rules, regulations, and administrative guidance with respect to the performance of this contract. See Appendix H included in Attachment 8.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 40 of 105 PageID #: 318

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
503	IT	Section 5.6.1: Data Breach and Privacy/Cyber Liability including Technology Errors and Omissions (Page 14 of RFP)	Can you provide more detail on the insurance requirements, particularly the Data Breach and Privacy/Cyber Liability Insurance, as outlined in Section 5.6 of the RFP?	See the NYS Department of Health Contract as part of Attachment 8.
504	IT	Section 5.6.1: Data Breach and Privacy/Cyber Liability including Technology Errors and Omissions (Page 14 of RFP)	Does the Privacy/Cyber insurance need to be from an institution based in New York State? Can the insurance issuer also be the line of credit issuer?	See the NYS Department of Health Contract as part of Attachment 8.
505	Joint Employer	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements (Pages 6-7 of RFP)	Will the Statewide FI, with more than 100 employees, be required to complete annual federal EEO reporting, including data for both administrative employees and personal assistant workers? How will the Department ensure compliance with these reporting requirements?	The Bidder should consult with the federal EEOC regarding the impact of joint employer status on the annual filing requirement. Any compliance obligations under federal law that may arise out of the joint employer attestation should be evaluated by a Bidder with its labor and employment counsel.
506	Joint Employer	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements (Pages 6-7 of RFP)	Under joint employer status, will the Statewide FI be responsible for meeting large employer requirements under the ACA, ensuring health insurance coverage for personal assistants, and facing potential penalties for non-compliance? What specific ACA-related responsibilities will the Statewide FI assume?	The Bidder should consult with the IRS regarding the impact of joint employer status on ACA-related responsibilities. Additionally, any compliance obligations under federal law that may arise out of the joint employer attestation should be evaluated by a Bidder with its labor and employment counsel.
507	Joint Employer	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements (Pages 6-7 of RFP)	The RFP states that the **AWARDED STATEWIDE FI** shall accept a role as a joint employer. Does this mean that the Awarded Statewide FI is a large employer for purposes of the Affordable Care Act and therefore must provide health insurance benefits?	See answer to Question #506
508	Joint Employer	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements (Pages 6-7 of RFP)	Under joint employment, would it be more appropriate for the Statewide FI to register as a professional employer organization, and should individual policies be considered to cover both the Statewide FI entity and consumers explicitly? How will the Department address these requirements?	No. A professional employer organization is a co-employer and not a joint employer. The concept of joint employment is that the Statewide FI and the consumer will each have certain employment related responsibilities to the personal assistant. The joint employer attestation asks Fiscal Intermediaries (FI) to acknowledge their status as a joint employer for the purpose of the services, delineated at SSL 365-f (4-a), to ensure that FI services and obligations are provided in compliance with applicable law, while also maintaining consistent state-wide operation of, and standards applicable to, the Consumer Directed Personal Assistance Program (CDPAP). In keeping with NY caselaw regarding the FI's role as joint employer, and to achieve a consistent statewide standard, the joint employment attestation requires the FIs to acknowledge that their relationship to PAs is an employer-employee relationship as determined by and to the extent that FIs are responsible for employment related practices in statute and regulation. Each bidder should consult with its legal counsel regarding the role of the Medicaid CDPAP FI as a joint employer under current NY caselaw.
509	Joint Employer	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements, Bullet f) (Pages 6-7 of RFP)	Does the "coordinating of annual leave" include scheduling when/if a PA takes time off?	Consumers are responsible for scheduling their personal assistants including when they take time off.
510	Joint Employer	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements, Bullet k) (Pages 6-7 of RFP)	Will there be a procedure code for FMLA and paid leave benefits?	No.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 41 of 105 PageID #: 319

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
511	Joint Employer	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements, Bullet k) (Pages 6-7 of RFP)	How will the FI pay for FMLA and paid leave?	The Statewide FI will be responsible for the payment of all required and promised wage supplements (fringe benefits) as well as all required paid leave. The Statewide FI will also be obligated to ensure that employees are provided with all required unpaid leave and associated protections.
512	Joint Employer	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements (Pages 6-7 of RFP)	The RFP states that the Fiscal Intermediary must acknowledge its role, with the consumer, as a joint employer of the personal assistant. Is the FI acknowledging its role as a joint employer for the purposes of the Fair Labor Standards Act (FLSA), under common law, or both?	Yes, the FI would be acknowledging its role as a joint employer for purposes of the federal Fair Labor Standards Act, the New York State Labor Law, and relevant common law.
513	Joint Employer	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements (Pages 6-7 of RFP)	The RFP states that the Fiscal Intermediary must acknowledge its role, with the consumer, as a joint employer of the personal assistant. As a joint employer who, pursuant to 4.1(a) is establishing the wage of personal assistants, the liability for timely payment of the personal assistant would fall to the fiscal intermediary; however, also pursuant to 4.1 in the second (f), the fiscal intermediary is prohibited from "Timely distributing PAs' employment checks, if physical check distribution by the Consumer to the PA is the means of payment the Consumer and PA agree upon." How can the bidder accept liability for actions it is not legally allowed to control?	Section 4.1 explains that FIs are not responsible for "[t]imely distributing PAs' employment checks, if physical check distribution by the Consumer to the PA is the means of payment the Consumer and PA agree upon". FIs are expected to issue physical checks in a timely manner if that is the selected method for payment.
514	Joint Employer	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements, Bullet a) (Pages 6-7 of RFP)	Can the FI mandate that all PAs, with the exception of minors, receive their net payroll by either direct deposit or by fee-free debit card?	No.
515	Joint Employer	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements (Pages 6-7 of RFP)	The term "joint employer" is used throughout the RFP. In Section 4.3, it states, "The awarded Statewide FI will accept and acknowledge its role as Fiscal Intermediary is that of a joint employer, with the CDPAP consumer, of the personal assistant (PA)." Please confirm our understanding of this term through an example. For example, if my 90-year-old mother lives independently and participates in CDPAP, would she be the "joint employer" CDPAP consumer, along with the statewide FI of the PA providing services in her home? If yes, does that mean the statewide FI must obtain a copy of attachment B from everyone consumer serving as a "joint employer" to the PA as in the example provided here?	Only the bidder must submit the Attachment B form.
516	Joint Employer	Section 4.2: Best Practices, Bullet d) (Page 6 of RFP)	Will there be additional information provided by the Department as to the legal obligations as joint employers for both the consumer and the FI?	Refer to RFP Section 4.3. See answer to Question #505
517	Joint Employer	Section 4.2: Best Practices, Bullet d) (Page 6 of RFP)	Are there any other specific activities for which the Department believes that the consumer and the fiscal intermediary are joint employers?	Refer to RFP Section 4.3.
518	Joint Employer	Section 4.1: Required Fiscal Intermediary Services, Paragraph 1 (Page 5 of RFP)	Is it mandatory for the Statewide FI to be the employer of record for all personal assistants in the state?	Yes.
519	Joint Employer	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements (Pages 6-7 of RFP)	How does the joint employment role impact subcontractors, and what specific responsibilities will subcontractors have in this capacity?	Only the contracted statewide fiscal intermediary will be considered a joint employer. Subcontractors are responsible for the duties as outlined in their subcontract with the contracted statewide fiscal intermediary but ultimately the contracted statewide fiscal intermediary is responsible for the contract deliverables and the work of their subcontractors.
520	Joint Employer	Section 5.7: Subcontracting (Pages 15-16 of RFP)	Would it be permissible for a subcontractor to be specified as the joint employer, in addition to both the consumer and the Statewide FI?	See answer to Question #519

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 42 of 105 PageID #: 320

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
521	Joint Employer	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements (Pages 6-7 of RFP)	Do Centers for Independent Living take on any liability as joint employers if they are performing FI services?	See answer to Question #519
522	Joint Employer	Section 4.2: Best Practices (Page 6 of RFP)	Will subcontractors be considered joint employers with consumers, or is joint employment held by the Statewide FI?	See answer to Question #519
523	Joint Employer	Section 4.2: Best Practices, Bullet d) (Page 6 of RFP)	Please explain the limits to a fiscal intermediary providing support in recruiting, interviewing, supervision and termination when Social Services Law section 365-f(4-a)(a)(iii) prohibits fiscal intermediaries from recruiting, hiring, training, supervising, scheduling, and terminating personal assistants.	See answer to Question #508.
524	Joint Employer	Section 4.2: Best Practices, Bullet d) (Page 6 of RFP)	In describing each of the following as a responsibility of the consumer as a "joint employer," is it the Department's view that the fiscal intermediary is a joint employer for each of the following activities: recruiting, interviewing, dealing with difficult employees, effectively supervising, and terminating employment? Please respond separately for each activity.	See answer to Question #508.
525	Joint Employer	Section 4.2: Best Practices, Bullet d) (Page 6 of RFP)	Providing support for consumers to assist them in their role as a joint employer in areas including, but not limited to recruiting, interviewing, dealing with difficult employees, effective supervision, and termination of employment; However, Section 4.1 states the following: Fiscal Intermediaries are not responsible for, and fiscal intermediary services shall not include fulfillment of the responsibilities of the consumer. Responsibilities of the consumer (or designated representative) 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 physical check distribution by the Consumer to the PA is the means of payment the Consumer and PA agree upon; and g) Terminating Pas. Please provide clarification with examples of how an FI is to support and assist for consumer responsibilities in which Section 4:1 states the FI is not responsible for such as recruiting, interviewing, and termination of employment.	See answer to Question #508.
526	Joint Employer	Section 4.2: Best Practices (Page 6 of RFP)	Who is considered the employer of record?	The Statewide Fiscal Intermediary will be the employer of record.
527	Joint Employer	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements (Pages 6-7 of RFP)	Can DOH state whether the Joint Employer requirements differ from the RFP contract in place today where the FI is an Agency with Choice provider, and if the requirements differ, describe what may be considered a net new requirement under the term "Joint Employer?"	There are currently no contracts in place with fiscal intermediaries in New York State.
528	Joint Employer	Section 4.1: Required Fiscal Intermediary Services, Bullet a) (Page 5 of RFP)	The RFP states that it is the statewide FI's responsibility to process wages and benefits for each personal assistant (PA). Given the "joint employment" arrangement with the Consumer of the PA as described in RFP Section 4.3 Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements, please confirm that it is the statewide FI's responsibility to comply with NYS law section 3614-F, Home care minimum wage increase and NYS law section 3614-C, Home care worker wage parity.	Yes, the Statewide Fiscal Intermediary is responsible for complying with all wage and labor laws including minimum wage and wage parity under PHL 3614-F and PHL 3614-C, respectively.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 43 of 105 PageID #: 321

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
529	Joint Employer	Section 4.2: Best Practices, Bullet a) (Page 6 of RFP)	In a joint employment environment, could a best practice include providing underutilized staff from one consumer for another consumer who is struggling to hire staff?	Yes, with the consumer's consent to have the Statewide Fiscal Intermediary assist with finding potential personal assistants. It would still be the responsibility of the consumer to interview and hire those individuals, as well as train, schedule and terminate the personal assistant. The Statewide Fiscal Intermediary cannot insist a consumer hire any particular personal assistant.
530	Joint Employer	Section 4.1: Required Fiscal Intermediary Services, Bullet a) (Page 5 of RFP)	Processing wages and benefits for each personal assistant (PA), including establishing the amount of each PA's wages; As a third party fiduciary we are not the responsible party for wage setting, if awarded the contract, will the contracted entity be a joint employer, and wage set for the CDPAP Program Individuals?	Yes. See RFP 4.1 (a) and 4.3.
531	Joint Employer	Section 4.1: Required Fiscal Intermediary Services, Bullet f) (Page 5 of RFP)	RFP Section 4.1 F: Timely distributing PAs' employment checks, if physical check distribution by the Consumer to the PA is the means of payment the Consumer and PA agree upon; is a consumer responsibility with the section stating the FI must not. Then the RFP page 29 states under Joint Employment: a) Ensuring full and timely payment of wages established by the Offeror per applicable federal and state labor laws, including wage parity and overtime laws, preferably by direct deposit, and providing all statements and maintaining all records required by the New York State Labor Law; Please clarify if the consumer in responsible to ensure the PA receives payment or if the FI is responsible. If both the consumer and FI; what is the best practice to share this responsibility.	See answer to Question #513.
532	Joint Employer	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements (Pages 6-7 of RFP)	Can you elaborate on the joint employment responsibilities outlined in Section 4.3, particularly regarding wage setting and benefit coordination.	See answer to Question #511.
533	Joint Employer	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements (Pages 6-7 of RFP)	Must the selected statewide fiscal intermediary be a joint employer for all purposes or only for the purposes specifically listed in Section 4.3 of the RFP?	See answer to Question #508.
534	Joint Employer	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements (Pages 6-7 of RFP)	Will the Statewide FI be held jointly liable for instances of discrimination, harassment, or retaliation if it knew or should have known about such conduct and failed to take appropriate steps to stop it? What protocols will be established to address and prevent these issues?	See answer to Question #508.
535	Joint Employer	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements (Pages 6-7 of RFP)	What retirement plan structure requirements will be imposed on the Statewide FI for personal assistants under joint employment? Will a multiple employer plan be necessary, and how will the Department ensure these requirements are met?	See answer to Question #508.
536	Joint Employer	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements (Pages 6-7 of RFP)	What liability will the Statewide FI assume for risks in locations where personal assistants provide services, particularly regarding automobile accidents where the personal assistant is the driver or otherwise responsible? How will these liabilities be managed under joint employment?	See answer to Question #508.
537	Joint Employer	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements (Pages 6-7 of RFP)	Under 4.3 f, there is a requirement to coordinate health insurance. Is health insurance mandated? if so, what are the particulars of the mandate?	Section 4.3(f) of the RFP states that the Awarded Statewide FI will be responsible for: "Coordinating PA benefits, including annual leave, health insurance and employee benefits as applicable"

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 44 of 105 PageID #: 322

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
538	Joint Employer	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements, Bullet f) (Pages 6-7 of RFP)	Do PA's have their health insurance provided by the Single FI?	See answer to Question #537
539	Joint Employer	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements, Bullet f) (Pages 6-7 of RFP)	Will the Statewide FI be required to provide health insurance benefits to personal assistants?	See answer to Question #537
540	Joint Employer	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements, Bullet f) (Pages 6-7 of RFP)	RFP Section 4.3 Paragraph F: "f) Coordinating PA benefits, including annual leave, health insurance and employee benefits as applicable" Please clarify what the benefits will be for Personal Assistants? Currently, some Fiscal Intermediaries offer PA benefits above State/Federal requirements. What is the reference to annual leave – is this sick time?	Annual leave refers to paid time off.
541	Joint Employer	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements (Pages 6-7 of RFP)	For bullet f), when establishing and paying annual leave, how are those paid from the authorizations? Or is there a separate authorization code for annual leave?	Annual leave will not be paid through an authorization; it should be considered as a component of the PMPM calculation.
542	Joint Employer	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements (Pages 6-7 of RFP)	How will the Department ensure that the Statewide FI effectively administers FMLA for personal assistants who work for multiple consumers or designated representatives, coordinating to return employees to the same or equivalent positions? Will the Department provide guidelines or resources to manage this administrative complexity?	See RFP Section 4.4.
543	Joint Employer	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements (Pages 6-7 of RFP)	The RFP states that the **AWARDED STATEWIDE FI** is responsible for "Coordinating PA benefits, annual leave, health insurance, and employee benefits, as applicable." Is the Awarded Statewide FI or the consumer responsible for informing the PA of the availability, scope, changes to, and cost, if applicable, of any such benefit offered?	The statewide FI will be responsible to communicate with PAs regarding any function it performs.
544	Joint Employer	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements (Pages 6-7 of RFP)	The RFP states that the **AWARDED STATEWIDE** FI is responsible for "(h) Maintaining and making available to the Consumer information detailing the wage rates and benefits of PAs." Does the Awarded Statewide FI have to communicate with the consumer what benefits are available to the PA, what benefits the PA has opted to receive, or both?	See answer to Question #537
545	Joint Employer	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements (Pages 6-7 of RFP)	The RFP states that the Fiscal Intermediary must acknowledge its role, with the consumer, as a joint employer of the personal assistant. Joint employment brings with it requirements to comply with a number of different requirements that have historically not applied to CDPA, such as OSHA safe workplace laws and liability for sexual harassment or discrimination when such actions are performed by the consumer, another PA in the consumer's home, or an individual that is in the home with the consumer. Please clarify as to whether this is the intent.	See answer to Question #508.
546	Joint Employer	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements (Pages 6-7 of RFP)	Will the Statewide FI be responsible for ensuring personal assistants receive appropriate safety training and notices, and could it be cited for safety violations at consumer locations? What authority does the Department have to override federal OSHA standards, and how will joint employer responsibilities be delineated?	See answer to Question #508.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 45 of 105 PageID #: 323

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
547	Joint Employer	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements (Pages 6-7 of RFP)	Section 4.3 As a joint employer, will the Statewide FI have direct responsibility under federal law to ensure all required safety training for personal assistants is completed timely? What are the potential legal liabilities if the Statewide FI fails to report that a consumer is not fulfilling their responsibilities and is potentially not self-directing?	See answer to Question #508.
548	Local Presence	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet g) (Page 8 of RFP)	Can the Department clarify how the single statewide FI will be able to maintain local presence and responsiveness in each region while centralizing operations, especially in rural and underserved areas?	The Department has not defined timely delivery of services as it relates to maintaining a local presence in each of the outlined rate regions. The bidder should demonstrate in its Technical Proposal how they plan to maintain a local presence that allows for the timely delivery of services. How the bidder, through its own means or those of a subcontractor, meets this requirement is at the bidder's discretion and should be described in the Technical Proposal.
549	Local Presence	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements, Bullet g) (Pages 7-8 of RFP)	How many physical locations are required per identified region?	See answer to Question #548
550	Local Presence	Section 4.5: Fiscal Intermediary Organizational Requirements (Page 8 of RFP)	Is a statewide FI with limited subcontractors going to maintain local presence in rural and underserved areas of New York State?	See answer to Question #548
551	Local Presence	Section 4.5: Fiscal Intermediary Organizational Requirements (Page 8 of RFP)	What is considered maintaining a local presence?	See answer to Question #548
552	Local Presence	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet f) (Page 8 of RFP)	How many accessible locations in each region will the statewide FI provide?	See answer to Question #548
553	Local Presence	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet g) (Page 8 of RFP)	May the subcontractor support the Statewide FI by providing support staff at one or more of the regional offices?	See answer to Question #548
554	Local Presence	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet g) (Page 8 of RFP)	How many local presence offices in each region will the statewide FI provide?	See answer to Question #548
555	Local Presence	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet g) (Page 8 of RFP)	Will local offices of subcontractors count towards determining whether the statewide FI has a sufficient regional presence?	See answer to Question #548
556	Local Presence	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet g) (Page 8 of RFP)	Does “local presence” include a physical office? Will a bidder receive extra points for a physical office?	See answer to Question #548
557	Local Presence	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet g) (Page 8 of RFP)	What are the specific requirements regarding maintaining a local presence in each region of the state? Is the local presence one per region, or more than one per region? Does this depend upon the region of the state?	See answer to Question #548
558	Local Presence	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet g) (Page 8 of RFP)	Can this local presence requirement be met through subcontractors?	See answer to Question #548
559	Local Presence	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet g) (Page 8 of RFP)	Does “local presence” include a call center? Will a bidder receive extra points for a call center?	See answer to Question #548

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 46 of 105 PageID #: 324

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
560	Local Presence	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet g) (Page 8 of RFP)	Can the Department define what constitutes a "local presence" for Statewide FI bidders, such as the requirement for a physical office or acceptable alternatives? Does the Statewide FI bidder need to establish a physical office in New York State prior to April 1, 2024, which is the minimum qualification date the eligible Statewide FI must have provided fiscal intermediary services, to qualify as an eligible Statewide FI? How will the Department verify and evaluate this local presence to ensure compliance and readiness for service delivery across the state?	See answer to Question #548
561	Local Presence	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet g) (Page 8 of RFP)	Can subcontractors of the Statewide FI fulfill the local presence requirement in each region of the state?	See answer to Question #548
562	Local Presence	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet g) (Page 8 of RFP)	How is the term "local presence" defined by the Department? What specific expectations does this requirement entail?	See answer to Question #548
563	Local Presence	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet g) (Page 8 of RFP)	This section specifies that the Statewide FI must "maintain a local presence in each regions of the state"; does this require the Statewide FI to have a physical office within each identified State region? Can this stipulation be met through subcontracting relationships?	See answer to Question #548
564	Local Presence	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet g) (Page 8 of RFP)	The RFP states, "Maintain a local presence in each region of the state (see Attachment D), that ensures the Statewide FI can effectively and timely deliver the services required in Section 4.0." Does the single statewide FI require a local presence or office in every County listed in Attachment D or only 3 offices in total for each of the 3 regions listed in Attachment D?	See answer to Question #548
565	Local Presence	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet g) (Page 8 of RFP)	Section 4.5(g) of the RFP requires the SFI to maintain a local presence in each MLTC rating region. Does a local presence require the SFI to maintain a physical, brick and mortar location? Does the location have to be made available to consumers or to PAs? Or can the SFI maintain a local presence through other means or a combination of means?	See answer to Question #548
566	Local Presence	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet g) (Page 8 of RFP)	The statewide fiscal intermediary is required to maintain a local presence in each region of the state (see Attachment D). What is the definition of "a local presence in each region"?	See answer to Question #548
567	Local Presence	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet g) (Page 8 of RFP)	Will a statewide fiscal intermediary be required to maintain an office in each region set forth in Attachment D?	See answer to Question #548
568	Local Presence	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet g) (Page 8 of RFP)	RFP Section 4.5 Paragraph G: g) Maintain a local presence in each region of the state (see Attachment D), that ensures the Statewide FI can effectively and timely deliver the services required in Section 4.0; and RFP Section 4.3 Paragraph 2: Describe how the FI plans to maintain a local presence that ensures the awarded Statewide FI can effectively and timely deliver the services required by Section 4.0. Please clarify what is meant by a local presence in each region. Does this mean an actual office or remote staff? Is a subcontractor considered a local presence for the Statewide FI?	See answer to Question #548
569	Local Presence	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet g) (Page 8 of RFP)	Will a statewide fiscal intermediary be required to maintain a presence in each county listed in each region as set forth in Attachment D?	See answer to Question #548
570	Local Presence	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet g) (Page 8 of RFP)	Will a statewide fiscal intermediary be required to have an office in each county listed in each region as set forth in Attachment D so that CDPAP consumers, attendants, and self-directing others have a familiar contact?	See answer to Question #548
571	Local Presence	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet g) (Page 8 of RFP)	Does this requirement mean that the FI Bidder must also have an Albany, on-site presence to interact with state officials more expeditiously?	See answer to Question #548
572	Local Presence	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet g) (Page 8 of RFP)	Would meaningful member and PA interaction in a region qualify as "local presence?"	See answer to Question #548

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 47 of 105 PageID #: 325

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
573	Local Presence	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet g) (Page 8 of RFP)	Can the FI presence in each region be accomplished through the sub-contract requirements in the RFP?	See answer to Question #548
574	Local Presence	Section 4.5: Fiscal Intermediary Organizational Requirements (Page 8 of RFP)	The RFP states that the awarded Statewide FI must "Maintain a local presence in each region of the state (see Attachment D)..." Pursuant to the MLTC regions established, the Statewide FI could fulfill this obligation by placing offices in Port Jefferson (Suffolk), Nyack (Rockland), Kinderhook (Columbia), and Troy (Rensselaer). Please clarify as to whether or not such an arrangement would fulfill this obligation.	See answer to Question #548
575	Local Presence	Section 4.5: Fiscal Intermediary Organizational Requirements (Page 8 of RFP)	Section 4.5 of the RFP also states that the awarded contractor must maintain a local presence in each region of the state. Does this mean at least one office in each of the 4 rate regions? Or does this mean at least one office in each county throughout New York state? Or something else?	See answer to Question #548
576	Local Presence	Section 4.5: Fiscal Intermediary Organizational Requirements (Page 8 of RFP)	4.5 Fiscal Intermediary Organizational Requirements, states: "The awarded Statewide FI will:….g) Maintain a local presence in each region of the state (see Attachment D), that ensures the Statewide FI can effectively and timely deliver the services required in Section 4.0;" Given that the counties listed within the same region are generally not contiguous, what is specifically meant by "maintain a local presence in each region of the state?"	See answer to Question #548
577	Local Presence	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet g) (Page 8 of RFP)	Can subcontractors of the Statewide FI fulfill the local presence requirement in each region of the state?	See answer to Question #548
578	Local Presence	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet g) (Page 8 of RFP)	The awarded FI will: "maintain a local presence in each region of the state" Does each region mean "Capital District Region, Central New York Region, Metropolitan Area Region and Western Region" or something else?	See answer to Question #548
579	Local Presence	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet g) (Page 8 of RFP)	Can the Statewide FI illustrate that it "maintain(s) a local presence in each region of the state" by demonstrating that it currently provides FI services to Medicaid beneficiaries in each region of the state? (i.e., Capital District Region, Central New York Region, Metropolitan Area Region and Western Region)	See answer to Question #548
580	Local Presence	Section 4.5: Fiscal Intermediary Organizational Requirements (Page 8 of RFP)	4.5 Fiscal Intermediary Organizational Requirements, states: "The awarded Statewide FI will:….g) Maintain a local presence in each region of the state (see Attachment D), that ensures the Statewide FI can effectively and timely deliver the services required in Section 4.0;" Given that the regions with contiguous counties are large geographically or present other challenges when travelling throughout the region, what is specifically meant by "maintain a local presence in each region of the state?"	See answer to Question #548
581	Local Presence	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements, Bullet g) (Pages 7-8 of RFP)	Does this require the Statewide FI to have a brick and mortar presence in each region?	Not necessarily. See answer to Question #548
582	MCO Contracting	Section 5.4: Payment (Page 12 of RFP)	Regarding Section 5.4.2, "Direct Care Service Costs", does the state expect that the Statewide FI will negotiate individual contracts with 60+ Managed Care Plans? Or will the State direct or benchmark statewide or regional direct care payment rate(s)?	This question is not relevant to the development of a proposal under this RFP.
583	MCO Contracting	Section 5.4: Payment (Page 12 of RFP)	Will MCO's be required to contract with the Statewide FI at the direct care rate and administrative rate determined by the Statewide FI?	This question is not relevant to the development of a proposal under this RFP.
584	MCO contracting	General	Does NYS intend to set one set of claim rates for all MCOs?	This question is not relevant to the development of a proposal under this RFP.
585	MCO contracting	General	Will the FI be required to negotiate rates with each MCO, or will the MCOs follow the same set of guidelines for rates?	This question is not relevant to the development of a proposal under this RFP.
586	MCO Contracting	Section 5.4: Payment (Page 12 of RFP)	Is the Department's intent for the FI to negotiate rates with each MCO, or would a single rate be set by the State for each MCO?	This question is not relevant to the development of a proposal under this RFP.
587	MCO Contracting	Section 5.4: Payment (Page 12 of RFP)	Are MCO's required to honor the payrate as established by NY State?	This question is not relevant to the development of a proposal under this RFP.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 48 of 105 PageID #: 326

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
588	MCO Contracting	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements, Bullet e) (Pages 7-8 of RFP)	Will the Department require the MCO or LDSS, as applicable, to provide additional reimbursement to the selected FI to provide PA compensation in counties in which the Wage Parity law applies?	The Statewide FI must comply with all existing laws and regulations, including wage parity where applicable.
589	MCO contracting	General	What are the current reimbursement rates by MCO?	Current reimbursement rates may vary by MCO.
590	MCO contracting	Section 2.1: Background Information (Page 3 of RFP)	May a PACE Plan contract for Fiscal Intermediary services with an entity, other than the winning statewide FI?	No.
591	MCO Contracting	Section 4.1: Required Fiscal Intermediary Services (Page 5 of RFP)	Under the new regulations for PACE, a PACE applicant must be approved under section 365-f of the New York State Social Services Law (SSL). Is a PACE program required to submit a response to provide Fiscal Intermediary services as part of this RFP?	No.
592	MCO Contracting	Section 4.1: Required Fiscal Intermediary Services, Bullet a) (Page 5 of RFP)	Will the insurance plans waive timely filing requirements because the consumer is responsible for timely approving and attesting to the accuracy of PA time records and transmitting such information to the FI?	The insurance plans will follow all state and federal requirements.
593	MCO Contracting	Section 4.1: Required Fiscal Intermediary Services, Bullet h) (Page 5 of RFP)	Does the state mandate claims processing timelines the MCOs must adhere to?	The insurance plans will follow all state and federal requirements.
594	MCO Contracting	Section 4.1: Required Fiscal Intermediary Services, Bullet h) (Page 5 of RFP)	What happens if the selected FI cannot come to agreement with a particular MCO?	MCOs can only contract with the Selected FI for Fiscal Intermediary Services
595	MCO Contracting	Section 4.1: Required Fiscal Intermediary Services (Page 5 of RFP)	Will bidders be expected to describe in detail or provide examples of how they have entered into administrative agreements with MCOs?	See Section 6.2 of the RFP for information that should be provided in a bidder's Technical Proposal.
596	MCO Contracting	Section 4.1: Required Fiscal Intermediary Services, Bullet h) (Page 5 of RFP)	Does the reference to MCOs also include managed care plans, managed long-term care plans, Local Departments of Social Services, and other appropriate long-term service programs offering consumer directed personal assistance services?	"MCO" refers to managed care plans. Only the selected FI will be permitted to bill for any CDPAP service or administration costs.
597	MCO Contracting	Section 4.0: Scope of Work (Page 5 of RFP)	What happens if the selected bidder is unable to contract with one or more managed care plans, managed long-term care plans, Local Departments of Social Services, and other appropriate long-term service programs offering consumer directed personal assistance services to provide all fiscal intermediary services to consumers as required by Social Services Law section 365-f(4-a(a)(ii-a)?	Managed care plans will be required to contract with the contracted statewide fiscal intermediary. Through the Department's contract, Local Departments of Social Services will be considered contracted with the Statewide Fiscal Intermediary and not enter into separate agreements with the contractor.
598	MCO Contracting	Section 4.1: Required Fiscal Intermediary Services (Page 5 of RFP)	Will service centers for independent living subcontracting with the Statewide FI be permitted to enter into administrative and/or reimbursement agreements with MCOs for the provision of FI services?	No. Only the statewide fiscal intermediary will enter into administrative agreements with managed care plans.
599	MCO Contracting	Section 4.1: Required Fiscal Intermediary Services (Page 5 of RFP)	Section 4.1 (h) states, “Entering into administrative and reimbursement agreements with MCOs for the provision of fiscal intermediary services;” Will the Statewide FI be entering into administrative and reimbursement agreements with LDSS’ for the provision of fiscal intermediary services?	No. The contract with the State will serve as the agreement with all Local Departments of Social Services.
600	MCO Contracting	Section 4.1: Required Fiscal Intermediary Services, Bullet h) (Page 5 of RFP)	Section 4.1 (H) mentions the Single FI must contract with MCOs. Will the DOH approve, or at minimum, annually review these contracts?	The Department does not review or approve contracts between managed care plans and their network providers.
601	MCO Contracting	Section 4.1: Required Fiscal Intermediary Services, Bullet h) (Page 5 of RFP)	Will the MCOs be required to pay the selected FI the three-tiered PMPM as directed by the Department at amounts established by the Department?	The selected FI will be paid the PMPM amount awarded under this contract.
602	MCO Contracting	Section 4.1: Required Fiscal Intermediary Services (Page 5 of RFP)	For section 4.1 (h): Will the MCOs be required by the State to pay the PMPM established as part of this RFP for administrative services?	The selected FI will be paid the PMPM amount awarded under this contract.
603	MCO Contracting	Attachment F: Cost Proposal (Page 34 of RFP)	Will the MCOs be required by the state to pay the established PMPM?	The selected FI will be paid the PMPM amount awarded under this contract.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 49 of 105 PageID #: 327

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
604	MCO Contracting	Section 4.1: Required Fiscal Intermediary Services, Bullet h) (Page 5 of RFP)	Will the Single FI invoice the State or each payer?	The selected FI will work with both the State and the MCOs.
605	MCO Contracting	Section 5.4: Payment (Page 12 of RFP)	Will the State establish a service code for how the billing goes to the MLTCs?	This question is not clear and therefore cannot be answered.
606	MCO Contracting	Section 5.4: Payment (Page 12 of RFP)	If a service code is established, will this utilize the standing worker rate, or will it be negotiated with each MLTC for different rates?	This question is not clear and therefore cannot be answered.
607	MCO Contracting	Section 4.1: Required Fiscal Intermediary Services, Bullet h) (Page 5 of RFP)	Will the selected FI be required to contract with all MCOs?	Yes
608	MCO Contracting	Section 4.1: Required Fiscal Intermediary Services, Bullet h) (Page 5 of RFP)	Does the requirement to contract with MCO's include the Program of All-Inclusive Care for the Elderly (PACE)?	Yes. The statewide fiscal intermediary will enter into administrative agreements with all managed care plans that are obligated to provide consumer directed personal assistance services.
609	MCO Contracting	Section 4.1: Required Fiscal Intermediary Services, Bullet h) (Page 5 of RFP)	Section 4.1 (H) mentions the Single FI must contract with MCOs. Does this include the Program of All-Inclusive Care for the Elderly (PACE)?	Yes. The statewide fiscal intermediary will enter into administrative agreements with all managed care plans that are obligated to provide consumer directed personal assistance services.
610	MWBE	Attachment 5: MWBE Forms	What if the applicant itself is a M/WBW entity, can this be indicated on the form?	A Bidder who is a certified NYS MWBE should still complete Form #4 and #5 as identified in Attachment 5. A Bidder should indicate they are a certified NYS MWBE within their submitted Attachment 7: Bidder's Certified Statements (see Section 2.A.)
611	MWBE	Section 5.5: Minority & Women-Owned Business Enterprise (M/WBE) Requirements and Equal Employment Opportunity (EEO) Reporting (Page 13 of RFP)	The RFP notes that the "DOH hereby establishes an overall goal of 0% for [minority and women-owned business] participation." Given this, will the DOH make efforts to ensure the inclusion of minority and women owned businesses in this industry? If so, what efforts will DOH make?	Although there is a 0% MWBE goal for the resulting contract, as stated in Section 5.5 of the RFP, bidders are strongly encouraged to engage with firms found in the MWBE directory.
612	MWBE	Section 5.5: Minority & Women-Owned Business Enterprise (M/WBE) Requirements and Equal Employment Opportunity (EEO) Reporting (Page 13 of RFP)	Even with a 0% goal for MWBE participation, are there still benefits or preferences for engaging MWBE firms, as outlined in Section 5.5 of the RFP?	Although there is a 0% MWBE goal for the resulting contract, as stated in Section 5.5 of the RFP, bidders are strongly encouraged to engage with firms found in the MWBE directory.
613	MWBE	Section 5.5: Minority & Women-Owned Business Enterprise (M/WBE) Requirements and Equal Employment Opportunity (EEO) Reporting (Page 13 of RFP)	What outreach efforts have been made to certified MWBE firms?	Although there is a 0% MWBE goal for the resulting contract, as stated in Section 5.5 of the RFP, bidders are strongly encouraged to engage with firms found in the MWBE directory.
614	MWBE	Section 6.1.10: MWBE Forms (Page 20 of RFP)	Can DOH provide clarification as to why the attachments in section 6.1.10 are required if there is a M/WBE goal of 0% participation?	Although there is a 0% MWBE goal for this RFP, engaging with firms found on the MWBE is strongly encouraged. See Section 5.5 of the RFP.
615	MWBE	Section 5.5: Minority & Women-Owned Business Enterprise (M/WBE) Requirements and Equal Employment Opportunity (EEO) Reporting (Page 13 of RFP)	While there is a 0% goal for MWBE participation, would the use of small, culturally appropriate Fiscal Intermediaries (FIs) as subcontractors be considered beneficial in the bid, as outlined in Section 5.5 of the RFP?	As stated in Section 5.5 of the RFP, engaging with firms found in the MWBE directory is strongly encouraged.
616	MWBE	Section 5.11: Participation Opportunities for NYS Certified Service-Disabled Veteran-Owned Businesses (Page 17 of RFP)	What specific actions should FIs take to promote and assist in the participation of SDVOBs in the contract?	In order to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract, bidders should view the NYS SDVOB directory at: https://ogs.ny.gov/veterans/. Bidders 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 to discuss methods of maximizing participation by SDVOBs on the Contract.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 50 of 105 PageID #: 328

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
617	MWBE	Section 5.5: Minority & Women-Owned Business Enterprise (M/WBE) Requirements and Equal Employment Opportunity (EEO) Reporting (Page 13 of RFP)	Can you provide more detail on the expectations and reporting requirements for M/WBE participation and Equal Employment Opportunity (EEO)?	Instructions related to the expectations and reporting requirements for MWBE participation and EEO can be found within Attachment 5 and on the New York State Contract System website: https://ny.newnycontracts.com/.
618	MWBE	Section 6.1.10: MWBE Forms (Page 20 of RFP)	Was the 0% a typographical error?	No.
619	MWBE	Section 5.5: Minority & Women-Owned Business Enterprise (M/WBE) Requirements and Equal Employment Opportunity (EEO) Reporting (Page 13 of RFP)	Although the DOH has set a 0% goal for minority and women-owned business participation in the Statewide FI bidding, will it set a goal higher than 0% for minority and women-owned business participation as subcontractors?	No. However, as stated in Section 5.5 of the RFP, bidders are strongly encouraged to engage with firms found in the MWBE directory.
620	MWBE	Section 6.1.10: MWBE Forms (Page 20 of RFP)	How can out-of-state businesses be certified as a NY M/WBE Vendor?	Out of state vendors are able to become certified as a NYS MWBE, provided they meet all other MWBE eligibility requirements and possess the "Authority to do Business in New York State" from the NYS Department of State (DOS). Additional information can be found at https://esd.ny.gov/doing-business-ny/mwbe.
621	MWBE	Section 5.5: Minority & Women-Owned Business Enterprise (M/WBE) Requirements and Equal Employment Opportunity (EEO) Reporting (Page 13 of RFP)	How was it determined that there is an overall goal of 0% for M/WBE under this RFP? The Single FI could use M/WBE vendors for items such as office supplies, etc., under their administrative costs.	This question is not relevant for a development of a proposal under this RFP. As stated in Section 5.5 of the RFP, bidders are strongly encouraged to engage with firms found in the MWBE directory.
622	MWBE	Section 5.5: Minority & Women-Owned Business Enterprise (M/WBE) Requirements and Equal Employment Opportunity (EEO) Reporting (Page 13 of RFP)	New York policy and executive orders require commitment to ensuring diversity in its procurements. Yet, Section 5.5 states, "DOH hereby establishes an overall goal of 0% for M/WBE participation." Further, DOH justifies this with saying that their determination is "based on the current availability of qualified MBEs and WBEs and outreach efforts to certified M/WBE firms." In our experience, M/WBE are crucial to the success of these programs and play important roles in all aspects of the program—even administrative tasks, such as mailing, etc. How can the Department justify saying that none of the hundreds of M/WBE firms available are unable to perform any duties under this contract, when there are so many that meet the requirements?	The RFP is not subject to State Finance Law Section 163.
623	MWBE	Section 5.5: Minority & Women-Owned Business Enterprise (M/WBE) Requirements and Equal Employment Opportunity (EEO) Reporting (Page 13 of RFP)	What is the basis for the Department's determination regarding qualified MBEs and WBEs?	The RFP is not subject to State Finance Law Section 163.
624	MWBE	Section 5.5: Minority & Women-Owned Business Enterprise (M/WBE) Requirements and Equal Employment Opportunity (EEO) Reporting (Page 13 of RFP)	Why does the Department believe there is not a single qualified MBE or WBE that can be the awarded contractor?	The RFP is not subject to State Finance Law Section 163.
625	MWBE	Section 5.5: Minority & Women-Owned Business Enterprise (M/WBE) Requirements and Equal Employment Opportunity (EEO) Reporting (Page 13 of RFP)	The RFP notwithstands MWBE standards. Are the forms related to that still required for the submission? Specifically, is the staffing plan required? If so, is information from subcontractors to be included?	Yes, see Section 5.5 of the RFP and Attachment 5 for additional information. Attachment 5, Form #4 should also be submitted for all planned subcontractors.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 51 of 105 PageID #: 329

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
626	Overtime	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements, Bullet c) (Pages 6-7 of RFP)	Are PA hours aggregated across all consumers in the state to determine overtime and/or travel time?	Hours worked are evaluated at the individual worker level, regardless of the volume of consumers served.
627	Overtime	General	Can the single FI limit the number of hours a Personal Assistant (PA) can work beyond the authorized hours or over 40 hours per week? If not, will the FI be reimbursed for the costs of unauthorized hours and overtime?	Per NYS Law § 365-f and 18 NYCRR § 515.2, the Statewide Fiscal Intermediary cannot limit the number of hours a personal assistant can work.
628	Overtime	Section 4.1: Required Fiscal Intermediary Services (Page 5 of RFP)	The RFP states that "fiscal intermediary services shall not include fulfillment of the responsibilities of the consumer..." which, in (b) includes "Training, scheduling and supervising PAs including arranging and scheduling substitute coverage when a PA is temporarily unavailable for any reason." Does this prevent the Awarded Statewide FI from banning PAs from working overtime?	Per NYS Law § 365-f and 18 NYCRR § 515.2, the Statewide Fiscal Intermediary cannot limit the number of hours a personal assistant can work.
629	Overtime	Section 4.1: Required Fiscal Intermediary Services (Page 5 of RFP)	The RFP states that "fiscal intermediary services **shall not** include fulfillment of the responsibilities of the consumer..." which, in (b) includes "Training, scheduling and supervising PAs including arranging and scheduling substitute coverage when a PA is temporarily unavailable for any reason." When one PA works for multiple consumers, how does the Awarded Statewide FI limit or prevent the use of overtime without involving itself in the scheduling of the PAs between the two consumers?	Per NYS Law § 365-f and 18 NYCRR § 515.2, the Statewide Fiscal Intermediary cannot limit the number of hours a personal assistant can work.
630	Overtime	Section 4.1: Required Fiscal Intermediary Services, Bullet a) (Page 5 of RFP)	Does the processing of wages include a limitation of overtime? If there is a limitation, what is the limit?	Per NYS Law § 365-f and 18 NYCRR § 515.2, the Statewide Fiscal Intermediary cannot limit the number of hours a personal assistant can work.
631	Overtime	Section 4.1: Required Fiscal Intermediary Services, Bullet a) (Page 5 of RFP)	How will emergency situations which require overtime be handled?	Per NYS Law § 365-f and 18 NYCRR § 515.2, the Statewide Fiscal Intermediary cannot limit the number of hours a personal assistant can work.
632	Overtime	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements (Pages 6-7 of RFP)	How will the Department ensure that the Statewide FI is compliant with federal and state labor laws regarding overtime, particularly when a personal assistant works more than 40 hours during a 7-day workweek across multiple consumers or designated representatives? What mechanisms will be in place to track and reconcile these hours accurately?	Per NYS Law § 365-f and 18 NYCRR § 515.2, the Statewide Fiscal Intermediary cannot limit the number of hours a personal assistant can work.
633	Overtime	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements (Pages 6-7 of RFP)	Given the complexity of calculating minimum wage and overtime on a weekly basis, especially for travel time between shifts, how does the Department propose the Statewide FI manage this process to ensure compliance with New York frequency of pay rules? Will the Statewide FI be obligated to pay for travel time or breaks between shifts if the personal assistant does not have sufficient time to use for their own purposes?	Per NYS Law § 365-f and 18 NYCRR § 515.2, the Statewide Fiscal Intermediary cannot limit the number of hours a personal assistant can work.
634	Overtime	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements, Bullet c) (Pages 6-7 of RFP)	In the example provided, when services are rendered for multiple consumers by a single PA, what is the statewide fiscal intermediary's liability if services are rendered by a single PA in excess of the applicable overtime rules?	Per NYS Law § 365-f and 18 NYCRR § 515.2, the Statewide Fiscal Intermediary cannot limit the number of hours a personal assistant can work.
635	Overtime	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements, Bullet c) (Pages 6-7 of RFP)	In terms of "tabulating appropriate hours" does this include limitation on overtime?	Per NYS Law § 365-f and 18 NYCRR § 515.2, the Statewide Fiscal Intermediary cannot limit the number of hours a personal assistant can work.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 52 of 105 PageID #: 339

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
636	Overtime	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements, Bullet a) (Pages 7-8 of RFP)	Section 4.4 (f) refers to overtime pay. Is the Statewide FI able to limit the amount of overtime a Consumer can schedule?	Per NYS Law § 365-f and 18 NYCRR § 515.2, the Statewide Fiscal Intermediary cannot limit the number of hours a personal assistant can work.
637	Overtime	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements, Bullet f) (Pages 7-8 of RFP)	Will the selected FI be able to limit the hours worked by any one PA?	Per NYS Law § 365-f and 18 NYCRR § 515.2, the Statewide Fiscal Intermediary cannot limit the number of hours a personal assistant can work.
638	Overtime	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements, Bullet f) (Pages 7-8 of RFP)	Will the Statewide FI be required to provide overtime pay?	Per NYS Law § 365-f and 18 NYCRR § 515.2, the Statewide Fiscal Intermediary cannot limit the number of hours a personal assistant can work.
639	Overtime	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements, Bullet f) (Pages 7-8 of RFP)	Will Statewide FI be required to provide overtime pay to PA's?	Per NYS Law § 365-f and 18 NYCRR § 515.2, the Statewide Fiscal Intermediary cannot limit the number of hours a personal assistant can work.
640	Overtime	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements, Bullet f) (Pages 7-8 of RFP)	As a joint employer, can the Fiscal Intermediary limit the amount of overtime worked by the PA?	Per NYS Law § 365-f and 18 NYCRR § 515.2, the Statewide Fiscal Intermediary cannot limit the number of hours a personal assistant can work.
641	Overtime	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements, Bullet f) (Pages 7-8 of RFP)	Under the current CDPAP reimbursement structure, the FI does not get reimbursed at the appropriate rate for overtime hours. Will the statewide FI have the right to work with consumers to require multiple PAs to manage overtime?	Per NYS Law § 365-f and 18 NYCRR § 515.2, the Statewide Fiscal Intermediary cannot limit the number of hours a personal assistant can work.
642	Overtime	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements (Pages 7-8 of RFP)	In 4.4(f), the Statewide FI is identified as being responsible for complying with "state and federal labor laws, including but not limited to laws pertaining to overtime pay." Is the Statewide FI permitted to prevent PAs from working overtime?	Per NYS Law § 365-f and 18 NYCRR § 515.2, the Statewide Fiscal Intermediary cannot limit the number of hours a personal assistant can work.
643	Overtime	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements (Pages 7-8 of RFP)	In 4.4(f), the Statewide FI is identified as being responsible for complying with "state and federal labor laws, including but not limited to laws pertaining to overtime pay." If a PA who serves multiple consumers works in excess of 40 hours in one week between the two consumers, which consumer's managed care organization shall be responsible for the payment of overtime pursuant to Public Health Law 3614-d?	Per NYS Law § 365-f and 18 NYCRR § 515.2, the Statewide Fiscal Intermediary cannot limit the number of hours a personal assistant can work.
644	PA Payment	Section 5.4: Payment (Page 12 of RFP)	Will the direct care service costs be determined by the Local Department of Social Services (LDSS)? Or will this be included as part of the submitted direct care cost proposal by the bidder?	This question is not relevant to the development of a proposal under this RFP.
645	PA Payment	Section 4.1: Required Fiscal Intermediary Services, Bullet c) (Page 5 of RFP)	Will the payment of various insurances be attributable to the PMPM administrative payment or to the direct care budget line?	This question is unclear and will not be answered.
646	PA Payment	Section 5.4: Payment (Page 12 of RFP)	Will Direct Care Service Costs include line items for: regional pay add-on, overtime pay, and off-standard hours pay?	This information is publicly available on the Department's website at https://www.health.ny.gov/health_care/medicaid/redesign/mrt61/2022-09-12_hcw_min_wage_guide.htm
647	PA Payment	Section 5.4: Payment (Page 12 of RFP)	What is the hourly Direct Care worker pay of which the Statewide FI will be reimbursed?	Current rate information is publicly available on the Department's website at https://www.health.ny.gov/facilities/long_term_care/reimbursement/cdpap/
648	PA Payment	Section 5.4: Payment (Page 12 of RFP)	How is the direct care labor cost calculated? Our current understanding is that this is generated from cost reports and varies by provider. Is this understanding accurate, and if so, will it be applied to the MCO PMPM process?	Current rate information is publicly available on the Department's website at https://www.health.ny.gov/facilities/long_term_care/reimbursement/cdpap/
649	PA Payment	Section 5.4: Payment (Page 12 of RFP)	What are the components of the direct care service cost rate?	Current rate information is publicly available on the Department's website at https://www.health.ny.gov/facilities/long_term_care/reimbursement/cdpap/

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 53 of 105 PageID #: 331

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
650	PA Payment	Section 5.4: Payment (Page 12 of RFP)	How many service codes exist across the range of payers?	The Department does not have this information
651	PA Payment	Section 5.4: Payment (Page 12 of RFP)	The direct service cost—will it be reimbursed on an hourly unit?	Current rate information is publicly available on the Department's website at https://www.health.ny.gov/facilities/long_term_care/reimbursement/cdpap/
652	PA Payment	Section 5.4: Payment (Page 12 of RFP)	The direct service cost—will it include all PA payment-related expenses—PR taxes, WC, UEI, FLSA, Spread of Hours, WWP, etc. or will components be part of the administrative PMPM?	Current rate information is publicly available on the Department's website at https://www.health.ny.gov/facilities/long_term_care/reimbursement/cdpap/
653	PA Payment	Section 5.4: Payment (Page 12 of RFP)	If the direct service rate is set by the State, will a state-directed payment need to be approved by CMS?	No
654	PA Payment	Section 5.4: Payment (Page 12 of RFP)	Please provide the Fee For Service (FFS) Fee Schedule.	Current rate information is publicly available on the Department's website at https://www.health.ny.gov/facilities/long_term_care/reimbursement/cdpap/
655	PA Payment	Section 4.1: Required Fiscal Intermediary Services, Bullet a) (Page 5 of RFP)	What backup payments system will the Statewide FI be required to have in place in the event they are unable to process payments for the PAs? For example, if the $100,000,000 line of credit is maxed out, how will PAs be paid?	These terms are subject to the contractual agreement between the selected FI and the State.
656	PA Payment	Section 4.1: Required Fiscal Intermediary Services, Bullet a) (Page 5 of RFP)	Will the Department of Labor accept the consumer is responsible for timely approving and attesting to the accuracy of PA time records and transmitting such information to the FI is a consumer responsibility as a defense for when a worker is paid months after the work is performed because the consumer did not approve?	No. Workers must be paid on time for work performed. Under New York Labor Law Section 191, manual workers (meaning individuals who spend more than 25% of work time engaged in "physical labor") must be paid weekly and no later than 7 calendar days after the end of the week in which the wages are earned. Large employers who meet the criteria set forth in Labor Law Section 191 may apply to the Commissioner of Labor for a variance of the requirement to pay employees weekly. If the FI is a non-profit organization, it may pay its manual workers semi-monthly without a variance.
657	PA Payment	Section 4.1: Required Fiscal Intermediary Services, Bullet a) (Page 5 of RFP)	Will the managed care plans, managed long-term care plans, Local Departments of Social Services, and other appropriate long-term service programs offering consumer directed personal assistance services, as applicable, be required to compensate the selected FI for the provision of health care insurance to Personal Assistants?	The selected bidder will be responsible for complying with all applicable laws, rules, and regulations, both state and federal.
658	PA Payment	Section 4.1: Required Fiscal Intermediary Services, Bullet a) (Page 5 of RFP)	Will the selected FI be required to provide health insurance under the Affordable Care Act as a large employer and, if so, will the Department compensate the selected FI for the provision of required health care insurance as required under the Affordable Care Act?	Any compliance obligations under federal law that may arise out of the joint employer attestation should be evaluated by a bidder with its labor and employment counsel.
659	PA Payment	Section 4.1: Required Fiscal Intermediary Services, Bullet a) (Page 5 of RFP)	Will the selected FI be required to provide health insurance under the Affordable Care Act as a large employer and, if so, will the Department require the managed care plans, managed long-term care plans, Local Departments of Social Services, and other appropriate long-term service programs offering consumer directed personal assistance services, as applicable, to compensate the selected FI for the provision of required health care insurance as required under the Affordable Care Act?	Any compliance obligations under federal law that may arise out of the joint employer attestation should be evaluated by a bidder with its labor and employment counsel.
660	PA Payment	Attachment B: Bidder's Demonstration of Eligibility to Submit an Offer (Pages 29-30 of RFP)	Will the FI chosen be required to offer health insurance under the A.C.A.?	Any compliance obligations under federal law that may arise out of the joint employer attestation should be evaluated by a bidder with its labor and employment counsel.
661	PA Payment	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements, Bullet a) (Pages 6-7 of RFP)	Are PA's "manual workers" under Labor Law 191 and must be pad on a weekly basis?	Manual workers are individuals who spend more than 25% of work time engaged in "physical labor" and must be paid on a weekly basis. Physical labor may include long hours standing as well as tasks such as lifting or turning clients. Large employers who meet the criteria set forth in Labor Law Section 191 may apply to the Commissioner of Labor for a variance of the requirement to pay employees weekly. If the FI is a non-profit organization, it may pay its manual workers semi-monthly without a variance.
662	PA Payment	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements, Bullet a) (Pages 6-7 of RFP)	Are personal assistants classified as "manual workers" and therefore required to be paid weekly according to New York Labor Law Section 191?	See answer to Question #661

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 54 of 105 PageID #: 332

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
663	PA Payment	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements (Pages 7-8 of RFP)	In 4.4(g), the Statewide FI is identified as being responsible for complying with "Wage and labor agreements, including union contracts and collective bargaining agreements." Is the Awarded Statewide FI responsible for paying wages already established by existing FIs, or may they lower wages if the FI is paying above minimum wage?	The Department expects that bidders will comply with all federal and state labor and wage requirements.
664	PA Payment	Section 4.1: Required Fiscal Intermediary Services, Bullet a) (Page 5 of RFP)	If the Statewide FI fails to timely process PA payments what kind of contractual monetary penalties will be imposed?	It is expected that the SFI will draw upon the revolving credit facility required in section 5.6.2 to meet its payroll obligations under the contract. Each bidder is expected to consult with its own advisors regarding potential penalties or sanctions under the contract, and state and federal law, regarding potential ramifications of non-compliance under the contract.
665	PA Payment	Section 4.1: Required Fiscal Intermediary Services, Bullet a) (Page 5 of RFP)	What monetary penalties will be imposed for failure to have a backup payment system for failure to process payments?	See answer to Question #664
666	PA Payment	Section 5.6.2: Revolving Credit Facility (Pages 14-15 of RFP)	The contract involves over $8 billion in annual Medicaid payments. In the event of delays in payment for services, will the fiscal intermediary be expected to pay wages to Personal Assistants?	Yes, the SFI will be expected to meet its payroll obligations under the contract, with no delays in payment to personal assistants.
667	PA Payment	Section 5.7: Subcontracting (Pages 15-16 of RFP)	Does the Department make a distinction between setting wages and establishing benefits for personal assistants and processing wages and benefits for personal assistants?	Yes. Setting wages and establishing benefits are a responsibility of the Statewide Fiscal Intermediary. Processing wages and benefits is the operational function of paying the personal assistant (e.g., through processing a direct deposit transaction).
668	PA Payment	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements, Bullet a) (Pages 6-7 of RFP)	How is the preference for direct deposit to be accommodated if physical check distribution is requested by the Consumer?	Personal assistants may request physical check distribution.
669	PA Payment	Section 4.1: Required Fiscal Intermediary Services, Bullet a) (Page 5 of RFP)	What is the current payroll for Personal Assistants?	The Department does not have this information. Fiscal intermediaries are required to follow applicable wage and labor laws, rules and regulations including minimum wage and wage parity. Current minimum wage information is available at: https://dol.ny.gov/minimum-wage-home-care-aides-fare-grant and wage parity information is available at: https://www.health.ny.gov/health_care/medicaid/redesign/mrt_61.htm and https://dol.ny.gov/home-health-care-aides-and-wage-parity
670	PA Payment	Section 4.1: Required Fiscal Intermediary Services, Bullet a) (Page 5 of RFP)	What are the current wages for Personal Assistants?	See answer to Question #669
671	PA Payment	Section 4.1: Required Fiscal Intermediary Services, Bullet a) (Page 5 of RFP)	Do the wages for Personal Assistants differ by region?	See answer to Question #669
672	PA Payment	Section 4.1: Required Fiscal Intermediary Services, Bullet a) (Page 5 of RFP)	Will the Department make available information regarding the current wages of Personal Assistants to prospective statewide fiscal intermediaries?	See answer to Question #669
673	PA Payment	Section 4.1: Required Fiscal Intermediary Services, Bullet a) (Page 5 of RFP)	Is it feasible that a single wage & benefit rate can be set for the entire state?	See answer to Question #669
674	PA Payment	Section 5.7: Subcontracting (Pages 15-16 of RFP)	If chosen through the procurement process, we would be considered subcontractors under the SFI, it seems we are not allowed to set the wages and benefits. Is this correct? If so, what are the proposed rates?	See answer to Question #669

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 55 of 105 PageID #: 333

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
675	PA Payment	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements (Pages 6-7 of RFP)	The RFP states that the "**AWARDED STATEWIDE FI,** 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 awarded Statewide FI, per applicable labor laws, preferably by direct deposit, and providing all statements and maintaining all records required by New York State Labor Law." However, pursuant to section 4.1, in the second (f), the fiscal intermediary "**SHALL NOT** include fulfillment of the responsibilities of the consumer..." which include, pursuant to (f) underneath, "Timely distributing PAs' employment checks, if physical check distribution by the Consumer to the PA is the means of payment the Consumer and PA agree upon." How can the Awarded Statewide FI be responsible for full and timely payment if it is not allowed to distribute checks to the PA in the event that a physical check is what the consumer and PA agree upon?	Each bidder should consult with its own legal counsel regarding its potential obligations under and compliance with federal and state wage, labor, and employment law.
676	PA Payment	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements (Pages 6-7 of RFP)	The RFP states that the "**AWARDED STATEWIDE FI,** 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 awarded Statewide FI, per applicable labor laws, preferably by direct deposit, and providing all statements and maintaining all records required by New York State Labor Law." However, pursuant to section 4.1, in the second (f), the fiscal intermediary "**SHALL NOT** include fulfillment of the responsibilities of the consumer..." which include, pursuant to (f) underneath, "Timely distributing PAs' employment checks, if physical check distribution by the Consumer to the PA is the means of payment the Consumer and PA agree upon." In the event that the fiscal intermediary tabulates hours for multiple consumers by a single PA, and that PA elects for a physical paycheck, how shall the fiscal intermediary determine which of the consumers shall be responsible for delivering the physical paycheck to the PA?	Each bidder should consult with its own legal counsel regarding its potential obligations under and compliance with federal and state wage, labor, and employment law.
677	PA Payment	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements (Pages 6-7 of RFP)	The RFP states that the "**AWARDED STATEWIDE FI,** 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 awarded Statewide FI, per applicable labor laws, preferably by direct deposit, and providing all statements and maintaining all records required by New York State Labor Law." However, pursuant to section 4.1, in the second (f), the fiscal intermediary "**SHALL NOT** include fulfillment of the responsibilities of the consumer..." which include, pursuant to (f) underneath, "Timely distributing PAs' employment checks, if physical check distribution by the Consumer to the PA is the means of payment the Consumer and PA agree upon." If one consumer is delivering a physical paycheck to a PA that is also working for a different consumer, does the consumer delivering the paycheck to the PA become a joint employer of the PA for the other consumer as well as themselves since they will control the provision of wages for the second consumer's PA?	Each bidder should consult with its own legal counsel regarding its potential obligations under and compliance with federal and state wage, labor, and employment law.
678	PA Payment	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements, Bullet a) (Pages 6-7 of RFP)	What entity will be responsible for setting up the "direct deposit"? Will it be the responsibility of the PA and/or the FI?	The contracted statewide fiscal intermediary would work with the personal assistant to set up direct deposit of their wages.
679	PA Payment	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements (Pages 6-7 of RFP)	For bullet a), how many PCAs receive payment via direct deposit today?	The Department does not have this information.
680	PA Payment	Section 4.1: Required Fiscal Intermediary Services (Page 5 of RFP)	RFP states that the consumer or representative is responsible for distributing the PA's employment check if physical check distribution by the Consumer to the PA is the agreed upon means of payment. How many personal assistants are receiving paper checks?	The Department does not have this information.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 56 of 105 PageID #: 334

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
681	PA Payment	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements, Bullet a) (Pages 6-7 of RFP)	Please provide the number of paper checks, direct deposit or other payment options, i.e., debit card payments made for the past 12 months by category.	The Department does not have this information.
682	PA Payment	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements, Bullet a) (Pages 6-7 of RFP)	What is the standard payment schedule including frequency (i.e., weekly, bi-weekly, semi-monthly)?	The Department does not have this information.
683	PA Payment	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements, Bullet a) (Pages 6-7 of RFP)	Does the reference to "wages established by the awarded Statewide FI" indicate that the Statewide FI has sole discretion to determine PA wages?	Yes, however the contracted statewide fiscal intermediary must abide by all wage laws, rules and regulations including, but not limited to, minimum wage and wage parity.
684	PA Payment	General	What service codes are allowable under this program for PCAs to perform?	CDPAP EVV applicable services codes are available on the DOH website at: https://www.health.ny.gov/health_care/medicaid/redesign/evv/repository/app_billing_codes.htm
685	PA Payment	General	Will there be travel time for PAs traveling between consumers on the same day?	This is defined in existing rules and regulations. Each bidder should consult with its own legal counsel regarding its obligations under federal and state wage, labor, and employment law.
686	PA Payment	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements, Bullet a) (Pages 6-7 of RFP)	Please define "timely payment of wages." Will the FI be assessed a penalty if it fails to timely pay wages? Will past evidence of not timely paying wages result in a deduction of points in the scoring?	This is defined in existing rules and regulations. Each bidder should consult with its own legal counsel regarding its obligations under federal and state wage, labor, and employment law.
687	PA Payment	Section 4.1: Required Fiscal Intermediary Services, Bullet a) (Page 5 of RFP)	What benefits are required for each Personal Assistant?	All benefits required under federal and state law. Each bidder should consult with its own legal counsel regarding its obligations under federal and state wage, labor, and employment law.
688	PA Payment	Section 4.1: Required Fiscal Intermediary Services, Bullet a) (Page 5 of RFP)	Will the Department compensate the selected FI for the provision of health care insurance to Personal Assistants?	The Department expects that bidders will comply with all federal and state labor and wage requirements.
689	PA Payment	Section 4.1: Required Fiscal Intermediary Services, Bullet a) (Page 5 of RFP)	Does the Department currently have set pay rates for workers? If so, what are those pay rates by allowable service codes?	This information is publicly available on the Departments website.
690	PA Payment	Section 4.1: Required Fiscal Intermediary Services (Page 5 of RFP)	When establishing and paying worker benefits, how are those paid from the authorizations? Or is there a separate authorization code for benefits?	This question is not relevant to the development of a proposal under this RFP.
691	PA Payment	Section 4.1: Required Fiscal Intermediary Services, Bullet a) (Page 5 of RFP)	What benefits are currently being provided to Personal Assistants (PA) in CDPAP?	The Department does not have this information.
692	PA Payment	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements (Pages 6-7 of RFP)	Who is responsible for timely payments if time records are submitted or approved late by the consumer?	The Statewide FI will be responsible for timely payments.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 57 of 105 PageID #: 335

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
693	PA Payment	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements, Bullet i) (Pages 6-7 of RFP)	Does the description of "Auditing Consumers' PA billing records" mean that the Department believes fiscal intermediaries are authorized to audit records maintained by Consumers?	This section refers to billing records submitted by the consumers to the Statewide Fiscal Intermediary for payment.
694	PA Payment	Attachment B: Bidder's Demonstration of Eligibility to Submit an Offer (Pages 29-30 of RFP)	If the chosen FI will offer health insurance, how will they bill the Department for health insurance costs? Or, is this cost to be included in the PMPM?	The Statewide FI must comply with all existing federal and state laws
695	PA Payment	Attachment 8: DOH Agreement, Appendix A, Clause H	As joint employers of the PAs, what level of health benefits would comply with this requirement? (e.g., silver QHP?)	Each bidder should consult with its own legal counsel regarding its obligations under federal and state wage, labor, and employment law.
696	Payment	Section 4.1: Required Fiscal Intermediary Services, Bullet h) (Page 5 of RFP)	Does the state mandate the MCOs provide an Advance Payment of Pre-Funding of gross payrolls plus employer taxes?	Agreements between the Statewide Fiscal Intermediary and the MCOs will be negotiated by the parties.
697	Payment	General	How will the single statewide FI rates be determined in year 1 of providing services if they have no budgeted rate when they first start providing services and have not yet submitted a cost report or requested a budgeted rate?	The administrative cost PMPM will be paid to the Statewide Fiscal Intermediary as included in their Cost Proposal.
698	Payment	Section 5.4: Payment (Page 12 of RFP)	Please provide a breakdown of the costs that are included in "Administrative Costs" and the costs that are included in "Direct Care Service Costs".	This information is publicly available on the Department's website.
699	Payment	Section 6.3: Cost Proposal (Pages 24-25 of RFP)	For Fee-For-Service (FFS) consumers, how will the department establish a cost-based rate for a Statewide FI that does not currently contract in the state?	See answer to Question #698.
700	Payment	Attachment D: Region/County Mapping for MLTC Rate Setting Regions (Page 32 of RFP)	Will rates be based on costs and service statistics from services provided in a given NYS County or within the Region?	This question is not relevant to the development of a proposal under this RFP.
701	Payment	General	Is workers' compensation deducted from the budget?	This question is not clear and therefore cannot be answered.
702	Payment	General	Is the State prefunding payroll to the vendor?	No.
703	Payment	General	Does the state intend to provide an Advance Payment of Pre-Funding of gross payrolls plus employer taxes? If so, what is the amount?	See answer to Question #718
704	Payment	General	Is the FI allowed to deduct fees from worker paychecks?	Any deductions from wages must comply with New York Labor Law Section 193.
705	Payment	General	Is the Domestic Employee FICA Threshold refunding calculated on total wages across all consumers or on each consumer?	Each bidder should consult with its own legal counsel regarding its obligations under federal and state wage, labor, and employment law.
706	Payment	Section 5.4: Payment (Page 12 of RFP)	The RFP states that the "Payment for Administrative Costs will be based on the Contractor's Proposed Per Member Per Month (PMPM) price included in its submitted Attachment F: Cost Proposal." How does this interact with the legal PMPM payments established pursuant to 18 NYCRR 505.28?	The PMPM payments established pursuant to 18 NYCRR s. 505.28(k) predate and are superseded by the relevant provisions of the statutory amendment enacted by L.2024, c. 57, pt. HH, §§ 1 to 7.
707	Payment	General	Will the single State FI be required to comply with statutory payment requirements such as Prompt Pay? If yes, will this be a contractual requirement?	Section 4.4 of the RFP states: "In performing FI services described within the Scope of Work, the awarded Statewide FI must comply with all applicable State and federal laws, rules, regulations, and guidance…"
708	Payment	General	Currently, the FI vendors bill for full services, but only pay out a portion of their billing. The difference between the two is income or revenue to the FI. However, this contract calls for a PMPM as payment to the FI. Does the Department intend to stop the practice of allowing the FI to bill for the full services?	Administration will exclusively be paid through the PMPM established under this contract. Direct care will be paid through existing means with the expectation it flows to the worker
709	Payment	Attachment F: Cost Proposal (Page 34 of RFP)	Will there be a separate onboarding payment established in addition to the ongoing administrative fee?	No
710	Payment	Section 4.1: Required Fiscal Intermediary Services, Bullet f) (Page 5 of RFP)	Does the Department intend to keep the authorization structure the same, or does it intend to move to a Budget Authority model?	No changes proposed

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 58 of 105 PageID #: 336

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
711	Payment	Section 1.0: Calendar of Events (Page 3 of RFP)	The Contract will require substantial start-up activities by the selected FI. Will the selected FI be compensated for transition costs?	Transition costs will be paid through a separately bid PMPM as outlined in Amendment #3. The Cost Proposal form (Attachment F) has been revised to include this additional PMPM. All other on-going administrative costs for continued program implementation will be paid through the ongoing PMPM. There will be no other reimbursement outside these PMPM amounts other than direct care services costs.
712	Payment	Section 4.7: Quality Monitoring and Reporting Requirements (Page 9 of RFP)	Will the costs of the data collection, reports, and formats be chargeable to the Department?	See answer to Question #711
713	Payment	Section 4.8: Information Technology Requirements (Page 10 of RFP)	Will the Department provide funds to support the purchase of necessary Information Technology?	See answer to Question #711
714	Payment	Section 4.10: Transition Requirements, Paragraph 1 (Page 11 of RFP)	Will the department provide funding for start-up and transition costs for the new Statewide FI?	See answer to Question #711
715	Payment	Section 4.10: Transition Requirements, Paragraph 4 (Page 11 of RFP)	Will there be start-up funding and transition costs for the new Statewide FI?	See answer to Question #711
716	Payment	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements, Bullet e) (Pages 7-8 of RFP)	Will the Department provide additional reimbursement to the selected FI to provide PA compensation in counties in which the Wage Parity law applies?	Wage parity is factored into the direct care rates in those regions.
717	Payment	General	What is the average participant budget amount?	The Department does not have this information.
718	Payment	General	What is the average monthly payroll volume?	The Department does not have this information.
719	Payment	General	How many payments are processed currently each month?	The Department does not have this information.
720	Payment	General	What is the average funding amount required per payroll including all employer related costs?	The Department does not have this information.
721	Payment	General	What is the average payroll cost for the CDPAP program per payroll cycle?	The Department does not have this information.
722	Payment	General	Will the PMPM fee be billed directly to the state or to each of the MCOs?	This question is not relevant to the development of a proposal under this RFP.
723	Payment	Section 5.4: Payment (Page 12 of RFP)	How frequently are FFS claims processed- weekly?	Weekly
724	Payment	Section 4.1: Required Fiscal Intermediary Services, Bullet h) (Page 5 of RFP)	Will the selected FI be permitted to negotiate payment rates with MCOs? If so, will the negotiated payment rates include compensation for administrative costs? If so, will the negotiated payment rates include compensation for direct care costs?	The administrative costs will be compensated via the contracted PMPM established under this RFP exclusively.
725	Payment	General	Does the state intend to provide expedited claims processing and what is the expected turn-around time from claims submission date to payment received date?	The Department will work with the awarded Contractor on claims processing.
726	Payment	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements, Bullet k) (Pages 7-8 of RFP)	Will the Department adjust compensation to the selected FI when the Department establishes guidance, directives, or reporting requirements that add costs that must be borne by the fiscal intermediary?	This question is not relevant to the development of a proposal under this RFP.
727	Payment	Section 5.4: Payment (Page 12 of RFP)	Is the proposed PMPM effective for all 5 years of the contract term or is there a built in annual increase to account for changes in the market? (e.g. inflation, increased labor costs etc.)	The administrative cost PMPM is for all 5 years of the contract.
728	Payment	Section 6.2.F.6: EVV System (Pages 24-25 of RFP)	The RFP asks the bidder to explain how it will ensure claims are correct and timely. However, in section 4.1 is states that the fiscal intermediary shall not engage in activities that are the sole responsibility of the consumer, which includes "Timely approving and attesting to the accuracy of PA time records and transmitting such information to the FI according to the FIs procedures." Is it the bidder or the consumer's responsibility to ensure accuracy of claim data, which is based on time records?	EVV requires that EVV data matches submitted claims.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 59 of 105 PageID #: 337

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
729	Peers	Section 4.2: Best Practices, Bullet a) (Page 6 of RFP)	What is a "peer" in the context of CDPAP?	An example of a peer in the context of CDPAP would be a consumer that has been in the program for quite some time who could mentor a new consumer in areas such as how to hire a personal assistant, how to train the personal assistant and other areas where their experience could assist a new consumer best navigate the program. However, the bidder is encouraged to develop its own peer mentoring program and should not use this example as the sole definition of peers.
730	Peers	Section 4.2: Best Practices, Bullet a) (Page 6 of RFP)	Can the Department provide a definition of the term "peer supports, including peer mentoring and counseling" and/or provide examples of same?	See answer to Question #729
731	Peers	Section 4.2: Best Practices, Bullet a) (Page 6 of RFP)	The RFP refers to "peer supports" and "peer mentoring" in paragraph a. Can the Department please provide an example of this better practice to help the consumers and statewide FI?	See answer to Question #729
732	Peers	Section 4.2: Best Practices, Bullet a) (Page 6 of RFP)	Does the fiscal intermediary need to have prior experience providing peer supports, or is it sufficient to describe an intention to utilize peer supports?	See answer to Question #729
733	Peers	Section 4.2: Best Practices, Bullet a) (Page 6 of RFP)	Will the statewide fiscal intermediary be required to provide in-person peer support?	The RFP states that bidders may used creative approaches to assist in the delivery of high quality FI services that best meet the needs of consumers. The best practices identified ion Section 4.2 are not required but will be evaluated.
734	Personal Assistants	Section 4.1: Required Fiscal Intermediary Services (Page 5 of RFP)	The RFP states that "fiscal intermediary services **shall not** include fulfillment of the responsibilities of the consumer..." which, in (g) includes "Terminating PAs." If a PA is found guilty of fraud or is otherwise on the ineligible to work list, can the FI terminate the PA?	If the Statewide Fiscal Intermediary becomes aware that a personal assistant is on an exclusion list, they should notify the appropriate authorizing entity for the individual (LDSS/MCO) for further review of the individual's continued eligibility for CDPAP.
735	Personal Assistants	Section 4.1: Required Fiscal Intermediary Services (Page 5 of RFP)	Is the FI contractor responsible for enrolling personal assistants? If yes, please provide the requirements for the enrollment responsibilities.	It is not clear what is meant by "enrolling personal assistants". Therefore, an answer to this question cannot be given.
736	Personal Assistants	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements, Bullet h) (Pages 7-8 of RFP)	May the selected FI establish standards, beyond the statutory and regulatory requirements, for whom a Consumer may hire as a PA?	No.
737	Personal Assistants	Section 4.1: Required Fiscal Intermediary Services (Page 5 of RFP)	Will Centers for Independent Living be able to perform HR tasks for PAs, including processing hiring paperwork, performing background checks, or any other daily HR processes? This is not a prohibited task in section 5.7	Prohibited subcontractor responsibilities are outlined in Section 5.7 of the RFP.
738	Personal Assistants	Section 4.1: Required Fiscal Intermediary Services (Page 5 of RFP)	Will Centers for Independent Living be permitted to collect time records for PAs? Section 5.7 prohibits subcontractors from maintaining records but allows them to maintain copies and duplicates.	Prohibited subcontractor responsibilities are outlined in Section 5.7 of the RFP.
739	Personal Assistants	Section 4.1: Required Fiscal Intermediary Services (Page 5 of RFP)	If Centers for Independent Living are permitted to collect time records for PAs, will they be required to transmit the time records to the Statewide FI, or can they transmit time records for payroll themselves? If they must submit time records to the Statewide FI, by what means?	Prohibited subcontractor responsibilities are outlined in Section 5.7 of the RFP.
740	Personal Assistants	Section 4.2: Best Practices, Bullet c) (Page 6 of RFP)	May the selected bidder conduct non-face-to-face orientation of a PA without a Consumer's consent?	The RFP states that bidders may used creative approaches to assist in the delivery of high quality FI services that best meet the needs of consumers. The best practices identified in Section 4.2 are not required but will be evaluated.
741	Personal Assistants	Section 4.2: Best Practices, Bullet c) (Page 6 of RFP)	Is the consent of the Consumer necessary to conduct face-to-face orientation for PAs?	The RFP states that bidders may used creative approaches to assist in the delivery of high quality FI services that best meet the needs of consumers. The best practices identified in Section 4.2 are not required but will be evaluated.
742	PMPM	Section 5.4: Payment (Page 12 of RFP)	Should bidders include the provision of leave, health insurance, and other benefits in the administrative Per Member Per Month cost or do such costs get reimbursed as part of the Direct Care Service Costs?	This information is publicly available on the Department's website at https://www.health.ny.gov/health_care/medicaid/redesign/mrt61/2022-09-12_hcw_min_wage_guide.htm

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 60 of 105 PageID #: 338

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
743	PMPM	Section 5.4: Payment (Page 12 of RFP)	The Department has not included a trend component (18 NYCRR §505.14(h)(7)(ii)(a)(5)) into the rate-setting calculation of the Medicaid fee-for-service administrative rate and direct care rate since at least April 1, 2011. This elimination impacts various rate-setting components within the reimbursement structure, such as the Adjustment for Profit/Surplus, Workers Recruitment and Retention add-on, and other vital rate components. Section 21 of the Health Care Reform Act (HCRA) of 2000 mandated the calculation of the trend factor using proxies based on the Consumer Price Index (CPI) from April 1, 2000, to account for inflation in healthcare costs, provide predictability in budgeting, and maintain fairness in reimbursement rates. Between 2012 and 2022, while the CDPAP Medicaid fee-for-service rate-setting trend component was 0.00%, the CPI showed a cumulative inflation rate of 31.50%. This significant disparity has eroded CDPAP Fiscal Intermediary provider reimbursement rates, jeopardizing financial stability, workforce retention, and quality of care for more than a decade. How will the Department ensure that the trend component is included in the rates for the awarded Statewide Fiscal Intermediary, aligning with economic realities and ensuring fairness, sustainability, and the well-being of all stakeholders in the CDPAP industry?	Administrative costs will be compensated via the PMPM established under this contract.
744	PMPM	Section 5.4: Payment (Page 12 of RFP)	Will MCO's be required to pay the approved PMPM and not pay an amount they choose?	Administrative costs will be compensated via the PMPM established under the contract exclusively.
745	PMPM	Section 6.3: Cost Proposal (Pages 24-25 of RFP)	Can you provide guidance on how to structure the single all-inclusive Per Member Per Month (PMPM) cost in a way that is compliant with the RFP's requirements?	Bidders should reference Section 6.3 of the RFP and Attachment F for this information.
746	PMPM	General	What is the current average PMPM?	https://www.health.ny.gov/facilities/long_term_care/reimbursement/cdpap/fiscal_int_3_tiered_fee_schedule.htm
747	PMPM	Section 5.4: Payment (Page 12 of RFP)	What are the PMPM rates paid to the current vendors who support this service?	https://www.health.ny.gov/facilities/long_term_care/reimbursement/cdpap/fiscal_int_3_tiered_fee_schedule.htm
748	PMPM	Attachment F: Cost Proposal (Page 34 of RFP)	Attachment F requires a single "PMPM to complete all FI Statewide Functions". Are bidders to assume that each year of the 5-year contract has the same PMPM?	See response to Question #727
749	PMPM	Section 5.4: Payment (Page 12 of RFP)	Is there a single PMPM tier that the statewide FI should bill, or are there multiple tiers? If there are multiple tiers, can the Department provide a description?	There is only one PMPM to be proposed for on-going administrative costs of the program.
750	PMPM	Section 5.4: Payment (Page 12 of RFP)	Will there be State-mandated universal service codes for the PMPM tiers? Or will those for FFS be used, and if so, are those codes defined somewhere?	There is only one PMPM to be proposed for on-going administrative costs of the program.
751	PMPM	Section 5.4: Payment (Page 12 of RFP)	The Department wants a single PMPM in the cost proposal. Should this be a blended rate for all consumers and not be broken out by the number of hours the consumer receives per month?	There is only one PMPM to be proposed for on-going administrative costs of the program.
752	PMPM	General	Can you provide the number of individuals receiving Tier 1, Tier 2, and Tier 3 services?	Department projections will not be provided. Bidders should review historic and publicly available information to inform their own assumptions.
753	PMPM	Section 6.3: Cost Proposal (Pages 24-25 of RFP)	Section 6.3 Attachment F Should we propose cost of living increases in the PMPM throughout the duration of the contract, or will there be an opportunity to negotiate these increases during the contract period?	The Contractor's proposed PMPM will be effective for the full five (5)-year contract term. There will not be an opportunity to negotiate an increase in the Contractor's PMPM during the resulting contract.
754	PMPM	Section 5.4: Payment (Page 12 of RFP)	Should the administrative PMPM include costs related to implementing best practices?	The proposed PMPM will be an all-inclusive price to complete all FI Statewide Administrative functions through the resulting contract. See Section 5.4 of the RFP.
755	PMPM	Section 4.2: Best Practices (Page 6 of RFP)	What percentage of the PMPM does the state estimate should be represented by utilization of best practices?	This amount would be at the bidder's discretion.
756	PMPM	Section 6.3: Cost Proposal (Pages 24-25 of RFP)	What percent of people are in the tiers that are currently being paid?	Department projections will not be provided. Bidders should review historic and publicly available information to inform their own assumptions.
757	PMPM	Section 5.4: Payment (Page 12 of RFP)	The Department wants a single PMPM in the cost proposal. Should this contain transition costs?	No. See Amendment #3
758	PMPM	Section 5.4: Payment (Page 12 of RFP)	Are transition costs to be included in the submitted PMPM?	No. See Amendment #3

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 61 of 105 PageID #: 339

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
759	PMPM	Section 5.4: Payment (Page 12 of RFP)	Can the Department provide a detailed timeline and action plan for implementing the corrected direct care regional ceiling for Medicaid fee-for-service direct care reimbursement rates to reflect the current direct care costs as required by the regulation, ensuring accurate calculations for Adjustment for Surplus and Worker Recruitment and Retention (WR&R) components, which will directly impact the financial proposals and operational planning of SFI bidders?	The Department is in compliance with existing rules and regulations
760	PMPM	Section 5.4: Payment (Page 12 of RFP)	Section 5.4 States that the "Contractor will not be reimbursed separately by NYS or any other entity for any Administrative Services outside of its proposed PMPM bid under this RFP." a. Does this apply only to Fee for Service? b. Can the SFI be reimbursed for PMPM in their contracts with MCOs? c. Will the state be paying a PMPM to the MCOs that is then passed through to the SFI?	The Statewide FI will be responsible for all Fiscal Intermediary Administrative Services under the PMPM bid.
761	PMPM	Section 5.4: Payment (Page 12 of RFP)	How will the current funding structure change once the single FI is implemented?	There is only one PMPM to be proposed for administrative costs for the bidder.
762	PMPM	Section 5.4: Payment (Page 12 of RFP)	During the first year of the contract, the Statewide FI will be paid an administrative PMPM based on Attachment F: Cost Proposal. How will contract years 2-5 have the administrative PMPM increase to offset the natural inflation of all costs?	The Contractor's proposed Administrative Costs PMPM will be effective for the full five (5)-year contract term. There will not be an opportunity to negotiate an increase in the Contractor's Administrative Costs PMPM during the resulting contract.
763	PMPM	Section 5.4: Payment (Page 12 of RFP)	The CDPAP regulation (18 NYCRR 505.28) states "…fiscal intermediary administrative costs means the allowable costs incurred by a fiscal intermediary for performance of fiscal intermediary services under section 365-f(4-a) of the Social Services Law" and does not mention the Statewide FI. Please advise.	The RFP outlines the responsibilities of the Statewide Fiscal Intermediary.
764	PMPM	Section 5.4: Payment (Page 12 of RFP)	Can an applicant propose an administrative PMPM that tracks the three-tiered PMPM that is currently in place for FFS?	There is only one PMPM to be proposed for administration of the program.
765	PMPM	Section 5.4: Payment (Page 12 of RFP)	After the first year of the contract, how will contract years 2-5 have the administrative PMPM increase to offset the natural inflation of all costs?	The Contractor's proposed PMPM will be effective for the full five (5)-year contract term. There will not be an opportunity to negotiate an increase in the Contractor's PMPM during the resulting contract.
766	PMPM	Section 5.4: Payment (Page 12 of RFP)	Can the Department of Health provide data on the current average PMPM administrative reimbursement for fiscal intermediaries based on recent cost reports, as a PMPM specifically for Medicaid Managed Care Contracts?	The Department will not provide this information
767	PMPM	Section 5.4: Payment (Page 12 of RFP)	If rates cannot be negotiated and is determined by the SFI, will there be any incentives with the PMPM model as I am sure there will be particular metrics that need to be met, correct?	This question is not relevant to the development of a proposal under this RFP.
768	PMPM	Section 5.4: Payment (Page 12 of RFP)	How should the cost proposal account for potential variations in administrative costs across different regions?	The Contractor's proposed PMPM will be effective for the full five (5)-year contract term. There will not be an opportunity to negotiate an increase in the Contractor's PMPM during the resulting contract.
769	PMPM	Section 5.4: Payment (Page 12 of RFP)	Will the awarded SFI be required to accept payment at their PMPM bid price for the entire term of the contract? a. Will the contract be awarded for a 5-year term, or will DOH consider a shorter or longer term? b. If DOH will consider shorter or longer contract terms, where in the Cost or Technical proposal can a bidder indicate that the PMPM bid price is dependent on a particular term duration?	All bids will be considered for a 5 year term as outlined in the RFP
770	PMPM	Section 5.4: Payment (Page 12 of RFP)	Is there a single PMPM tier that the statewide FI should bill, or are there multiple tiers? If there are multiple tiers, can the Department provide a description?	There is only one PMPM to be proposed for on-going administrative costs of the program.
771	PMPM	Section 5.4: Payment (Page 12 of RFP)	Will there be State-mandated universal service codes for the PMPM tiers? Or will those for FFS be used, and if so, are those codes defined somewhere?	There is only one PMPM to be proposed for on-going administrative costs of the program.
772	PMPM	Section 5.4: Payment (Page 12 of RFP)	What happens when a member changes providers mid-month? How will PMPM be billed?	There is only one PMPM to be proposed for on-going administrative costs of the program.
773	PMPM	Section 5.4: Payment (Page 12 of RFP)	What happens when an authorization changes mid-month – for example, hours increase or decrease – what tier should the provider bill?	There is only one PMPM to be proposed for on-going administrative costs of the program.
774	PMPM	Section 5.4: Payment (Page 12 of RFP)	Should the claim for PMPM be billed on the first of the month, the last of the month, or is the date of claim irrelevant?	This question is not relevant to the development of a proposal under this RFP. Specific billing procedures will be determined after contract execution.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 62 of 105 PageID #: 340

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
775	PMPM	Section 5.4: Payment (Page 12 of RFP)	Are providers meant to bill the payer for the PMPM for the month in arrears/prior month or the month forthcoming? If done in arrears on actual hours, calculating tiers would seem to be more straightforward.	This question is unclear and thus will not be answered.
776	PMPM	Section 5.4: Payment (Page 12 of RFP)	The transition to the PMPM model requires a bit of precision when it comes to forecasting. If the DOH is only allowing an estimation of our proposed PMPM amount that we cannot go over, what is than the resolve if more individuals are in need of assistance?	Since reimbursement is being done on a PMPM basis, increased utilization of individuals would by its very nature increase contractor reimbursement.
777	PMPM	Section 5.4: Payment (Page 12 of RFP)	Are all costs relative to the subcontractor included in the PMPM?	Yes.
778	PMPM	Section 5.4: Payment (Page 12 of RFP)	Will there be opportunities to reconcile the PMPM set at the start of the contract? If additional requirements are imposed on the FI subsequent to the submission of the bid, will there be an opportunity to adjust?	No, the PMPM costs submitted at the time of the proposal submission will be the contracted bid amount.
779	PMPM	Section 5.4: Payment (Page 12 of RFP)	Can the Administrative cost proposal include reasonable increases to be implemented during the 5 year term?	The Contractor's proposed Administrative Costs PMPM will be effective for the full five (5)-year contract term. There will not be an opportunity to negotiate an increase in the Contractor's Administrative Costs PMPM during the resulting contract.
780	PMPM	Section 5.4: Payment (Page 12 of RFP)	Current New York State regulations define a three-tiered administrative rate structure for Fee-For-Service payments. May a contractor propose a PMPM greater, less, or different from the three-tiered administrative rate structure?	Yes.
781	PMPM	Section 5.4: Payment (Page 12 of RFP)	The Department has recently announced that MMC payments for administrative services will be governed by the same three-tiered administrative structure as is currently applicable to Fee-For-Service payments. May a contractor propose a PMPM greater, less, or different from the three-tiered administrative rate structure?	Yes.
782	PMPM	Section 6.3: Cost Proposal (Pages 24-25 of RFP)	Section 6.3 and Attachment F, "Cost Proposal", appear to contemplate ongoing operational administrative costs. Have you considered bidders' separately accounting for the substantial costs involved in transitioning to the single FI?	See Amendment #3 for revisions to the Cost Proposal.
783	PMPM	Section 6.3: Cost Proposal (Pages 24-25 of RFP)	We assume the PMPM Fee will be based on the actual number of members in a given month." How and by whom, are the actual number of members determined each month?	The Statewide Fiscal Intermediary will be reimbursed based on the number of CDPAP consumers it is serving in a given month.
784	PMPM	Section 6.3: Cost Proposal (Pages 24-25 of RFP)	Please provide additional information regarding the demographics, backgrounds, needs of consumers, including direct care hours (actual/authorized) per month per consumer to enable applicants to more efficiently calculate the Administrative PMPM.	The Department will not provide this information
785	PMPM	Section 6.3: Cost Proposal (Pages 24-25 of RFP)	Is it anticipated that subcontractors will be paid by the Statewide FI as part of the Administrative Costs?	Yes.
786	PMPM	Attachment F: Cost Proposal (Page 34 of RFP)	Will the PMPM be based on enrolled consumers or active service?	The PMPM will be based on the enrollees receiving CDPA services
787	PMPM	General	If the Department is using a contractor what is their current PMPM rate.	The Department does not currently have a contractor for fiscal intermediary services.
788	Post Award	General	Should the agency receive an extension to provide those services moving forward; will the current list of individuals remain intact? Or will there be a new system in which the entire population, as a whole, be redistributed evenly amongst the list of other providers?	CDPAP will remain as is until the transition to the Statewide Fiscal Intermediary is complete.
789	Post Award	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet c) (Page 8 of RFP)	Will contact information to individuals in the statewide FI organizational chart be provided?	Information on how an individual may contact the Statewide Fiscal Intermediary will be available through the Local Departments of Social Services and managed care plans.
790	Post Award	Title Page (Page 1 of RFP)	Permissible Subject Matter Contact - Is there a process pursuant to which an applicant that does not receive a contract award can receive a "debriefing" and can appeal the determination? Page 1 states that Mr. Lewandowski is the contact for "debriefings".	No, debriefings will not be offered for bidders who did not receive an award from this RFP. Please see Amendment #1 to the RFP.
791	Post Award	Section 1.0: Calendar of Events (Page 3 of RFP)	Are all bids subject to being entered into the public record, and when will they be available to the public?	No, the bids received in response to this RFP will not be made public.
792	Post Award	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet c) (Page 8 of RFP)	Will the organizational chart of the statewide FI be made available to the public?	An executed contract, which would include the organizational chart, could be requested through the Freedom of Information Law. In addition, the Department may post certain contact information for the Statewide Fiscal Intermediary on its website.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 63 of 105 PageID #: 341

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
793	Post Contract Transition	Section 4.10: Transition Requirements (Page 11 of RFP)	What are the specific data transfer and documentation requirements for the transition period described in Section 4.10?	See Amendment #3.
794	Post Contract Transition	Section 4.10: Transition Requirements (Page 11 of RFP)	These transition requirements include the transfer of information that may be covered by HIPAA and its amendments. How can a bidder be required to commit to transferring all information, as there may be Consumers who refuse to give consent?	See Amendment #3.
795	Post Contract Transition	Section 4.10: Transition Requirements (Page 11 of RFP)	What are the key components and timeline expectations for the transition plan to ensure a smooth transfer of responsibilities and data?	See Amendment #3.
796	Post Contract Transition	Section 4.10: Transition Requirements (Page 11 of RFP)	Why must the plan and documentation for transition be submitted at least 6 months prior to the transition	See Amendment #3.
797	Proposal Submission	Section 5.3: Right to Modify RFP (Page 12 of RFP)	5.3 Right to Modify RFP, specifically, "If the bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the bidder shall immediately notify DOH of such error in writing at OHIPContracts@health.ny.gov and request clarification or modification of the document." Question: What is the timeline to submit such discovery? Is it prior to the submission date for the RFP?	A notification would be required to be submitted prior to the Deadline of Submission of Proposals.
798	Proposal Submission	Attachment 2: No-Bid Form	This is a No Bid form. Does this form need to be submitted? It does not seem like the structure of the procurement would require this form to be submitted.	Bidders do not need to submit the No-Bid Form.
799	Proposal Submission	Section 2.2: Other Important NYS Contracting Information for Bidders (Pages 3-4 of RFP)	For attachment 7, 1.B. what "name, address, telephone number, and email address of the Bidder's Primary Contact with DOH" should be used?	Bidders should include their main/primary contact in relation to their submitted proposal under this RFP.
800	Proposal Submission	Section 6.2.A: Title Page (Pages 20 of RFP)	How will an entity provide a NYS Tax ID & NYS Dept of State ID if they are not currently operating within New York State?	Entities who do not currently possess a NYS TAX ID or NYS Dept of State ID, may omit them on the Title Page.
801	Proposal Submission	Section 6.2.A: Title Page (Pages 20 of RFP)	Must an applying entity for the single statewide Fiscal Intermediary establish both a NYS Tax ID & Dept of State ID in order to be eligible?	See response to Question #800. A NYS Tax ID and Dept of State ID are not required at the time of bid, but will be required for the awarded contractor prior to the contract start date.
802	Proposal Submission	Section 2.2: Other Important NYS Contracting Information for Bidders (Pages 3-4 of RFP)	In the event that any qualifications or exceptions are accepted, will the time for response to the RFP be extended?	No.
803	Proposal Submission	Section 6.0: Proposal Content (Pages 17-18 of RFP)	Is there a page limit for any of the responses in any of the three components – administrative, technical, and cost?	No.
804	Proposal Submission	Attachment A: Bidder Document Checklist (Page 28 of RFP)	Are bidders required to include Attachment A Offer Document Checklist in their submission?	No.
805	Proposal Submission	Section 5.8: DOH's Reserved Rights (Page 16 of RFP)	The RFP states that the Department maintains the ability to "Negotiate with the bidder selected to be the awarded Statewide FI within the scope of the RFP in the best interests of the state." Does this mean that bidders are not required to submit their "last and best" offer in terms of an administrative PMPM?	No. Bidders should submit their Cost Proposal accordance to the requirements set forth in Section 6.3 of the RFP and Attachment F.
806	Proposal Submission	Section 5.8: DOH's Reserved Rights (Page 16 of RFP)	The RFP states that the Department maintains the ability to "Seek clarifications and revisions of bids." Does this include an ability by the Department to request that a bidder revise their PMPM administrative cost post-submission?	No. See Section 5.8, Bullet 16 of the RFP.
807	Proposal Submission	Section 5.8: DOH's Reserved Rights (Page 16 of RFP)	The RFP states that the Department maintains the ability to "Seek clarifications and revisions of bids." The RFP also states that the Department may "Utilize any and all ideas submitted in the bids received." When taken together, does this mean that the Department may request that Bidder A revise its bid to incorporate provisions from other bids that would otherwise mean that the other bids would achieve a higher score than Bidder A?	No. See Section 5.8, Bullet 16 of the RFP.
808	Proposal Submission	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet b) (Page 8 of RFP)	What are the qualifications of administrative staff and how will it be measured by DOH?	The proposal should outline the qualifications of the bidder's administrative staff to ensure the responsibilities of the RFP will be delivered.
809	Proposal Submission	Section 5.2: Questions (page 12 of RFP) and Section 5.3: Right to Modify RFP (Page 12 of RFP)	If further clarifications are needed after the submission of written questions, what is the process for obtaining additional information?	There is no additional opportunity for questions and answers.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 64 of 105 PageID #: 342

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
810	Proposal Submission	Section 5.8: DOH's Reserved Rights (Page 16 of RFP)	The RFP states that the Department maintains the ability to "Conduct contract negotiations with the next responsible bidder, should the Department be unsuccessful in negotiating with the selected bidder." Does this mean that bidders are expected to lower their PMPM after winning the contract in order to successfully contract?	No
811	Proposal Submission	Section 6.1.8 State Finance Law Consultant Disclose Provisions (Page 19 of RFP)	Will DOH provide instructions on how to complete these forms?	See Section 6.1.8 of the RFP and the links contained within that section for instructions related to the State Consultant Services Form A and B.
812	Proposal Submission	Section 6.1.9: Sales and Compensating Use Tax Certification (Tax Law, § 5-a) (Pages 19-20 of RFP)	Will DOH provide instructions on how to complete ST-220 CA? The instructions are currently missing.	See Section 6.1.9 of the RFP and the links contained within that section for instructions related to the completing the ST-220-CA form.
813	Proposal Submission	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	What documentation will be needed to demonstrate capability to perform the full spectrum of New York State fiscal intermediary services?	See Section 6.2.D of the RFP.
814	Proposal Submission	Section 7.0: Proposal Submission (Page 25 of RFP)	For the response submission, please provide the file size limitation for the email submission.	The size limit for each email attachment is contingent upon the bidder's email server. A bidder is able to submit multiple emails with split attachments in order to limit attachment sizes.
815	Proposal Submission	Section 5.10: Encouraging Use of New York Businesses in Contract Performance (Page 17 of RFP)	Section 5.10 states that "bidders 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." How will DOH measure whether and to what degree bidders have considered New York State businesses relative to out-of-state businesses? How will DOH "strongly encourage" such consideration?	This information will not be shared with the bidding community. The Department encourages such considerations through the submission of Attachment 6: Encouraging Use of New York State Businesses in Contract Performance. See Section 6.1.4 of the RFP.
816	Proposal Submission	Section 4.5: Fiscal Intermediary Organizational Requirements (Page 8 of RFP)	Section 4.5 of the RFP provides that the awarded contractor shall have and maintain an effective organizational structure with qualified administrative staff. How many administrative staff is the awarded contractor anticipated by the Department to maintain?	This is at the bidder's discretion to ensure all program responsibilities and expectations can be met.
817	Proposal Submission	General	Is there a percentage cap of the population to be served between ILS and the MCOs versus the private entities/subcontractors (FI)? For example 30% of the population goes to ILS, 20% MCO, 50% Private Entities?	This question is not clear and therefore cannot be answered.
818	Proposal Submission	Section 6.1.8 State Finance Law Consultant Disclose Provisions (Page 19 of RFP)	Does this requirement apply when the Statewide FI procures consultants for general management consulting on projects, such as Compensation Studies or Operations and Project Management?	Yes, this will be required of the successful bidder as stated within Section 6.1.8 of the RFP.
819	Proposal Submission	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet a) (Page 8 of RFP)	What is the definition of "entities" in the context of the RFP?	With regard to RFP Section 4.5.a, an entity may include managed care plans, Local Departments of Social Services and other entities as needed to effectuate the responsibilities under the contract.
820	Proposal Submission	Section 5.4: Payment (Page 12 of RFP)	Would the Department be willing to revise the Cost Proposal requirements to distinguish between program implementation costs and ongoing support?	See Amendment #3 for revisions to the Cost Proposal. No other revisions will be made.
821	Proposal Submission	Section 5.7: Subcontracting (Pages 15-16 of RFP)	The RFP says DOH must approve any subcontracting arrangements and can make a contingent award pending DOH review and approval of subcontracting agreements. If one or more a subcontracting arrangements is critical to the cost and operational component of the bid and DOH does not ultimately approve the subcontract, what measures can a bidder take to secure substitute subcontractors? Are there parameters within which the bidder must adhere in order to maintain the award? What if DOH does not approve the subcontractor and there are no comparable subcontractors that can perform the services either by price or competency?	This question is not relevant to the development of a proposal under this RFP.
822	Proposal Submission	Section 5.8: DOH's Reserved Rights (Page 16 of RFP)	How will the Department handle situations where market conditions change significantly within the specified 365-day period?	This question is not clear and therefore cannot be answered.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 65 of 105 PageID #: 343

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
823	Proposal Submission	Section 6.2.E: Program Specific Certifications and Attestations (Pages 21-22 of RFP)	The RFP states that bidders must attest "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." Is the bidder not required to cooperate with the NYS Department of Labor or United States Department of Labor?	The selected bidder will be responsible for complying with all applicable laws, rules, and regulations, both state and federal and will be subject to the corresponding applicable sanctions and penalties. The selected bidder will be expected to consult with its advisors to determine legal compliance.
824	Proposal Submission	Section 6.2.F: Technical Proposal Narrative/Executive Summary (Pages 22-24 of RFP)	Upon our review of RFP #20524 we have identified a possible discrepancy in the RFP. Pursuant to the guidelines in section 5.3, we request clarification related to Section 6. F. Technical Proposal Narrative/Executive Summary. This section does not include all the requirements of the Scope of Work (Section 4). Are the SOW sections that have been omitted from the Technical Proposal Narrative intentional because these are requirements of the FI, but bidders do not need to speak to these requirements in the technical response? Or does the Department request a formal response? If so, where in the Technical Response document would the Department prefer content responsive to these sections be addressed?: 4.3 Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements; 4.4 Statewide Fiscal Intermediary Compliance Requirements; 4.8 Information Technology Requirements; 4.9 Privacy, Security & Confidentiality Requirements; 4.10 Transition Requirements	As stated in Section 6.2.F, "The technical proposal should provide satisfactory evidence of the bidder's ability to meet, and expressly respond to, each requirement of and information requested in this RFP in Section 4.0.". As such, bidders should include responses in the format requested in Section 6.2, while addressing all aspects of Section 4.0 of the RFP.
825	Proposal Submission	Section 6.2.F.1: Required Fiscal Intermediary Scope of Work (Pages 22-23 of RFP)	The RFP asks bidders to explain their ability and experience serving members with disabilities. What types of disabilities is the state looking for experience serving?	All types
826	Proposal Submission	Section 6.2.F.1: Required Fiscal Intermediary Scope of Work (Pages 22-23 of RFP)	The RFP asks bidders to explain their ability and experience serving members with disabilities. In section 4.0, Fiscal Intermediary Scope of Work, the RFP speaks of the need for experience serving people with disabilities and seniors. Why do prospective bidders not need to explain their ability and experience with serving a senior population?	See Amendment #3 to the RFP.
827	Proposal Submission	Section 6.2.F.1: Required Fiscal Intermediary Scope of Work (Pages 22-23 of RFP)	For Item F.1.d), can the Department offer any additional guidance related to adult use of marijuana and compliance with this regulation?	10 NYCRR 766.11(c) states: "that the health status of all new personnel is assessed and documented prior to assuming patient care duties. The assessment shall be of sufficient scope that no person shall assume his/her duties unless he/she is free from a health impairment which is of potential risk to the patient or which might interfere with the performance of his/her duties, including the habituation or addiction to depressants, stimulants, narcotics, alcohol or other drugs or substances which may alter the individual's behavior;"
828	Proposal Submission	Section 6.2.F.1: Required Fiscal Intermediary Scope of Work (Pages 22-23 of RFP)	For Item F.1.j), are there any "additional services" that DOH anticipates it may require so that Bidders can evaluate the potential cost impact in their responses?	Not at this time.
829	Rate Setting Regions	Section 4.0: Scope of Work, Third Bullet (Page 5 of RFP)	The RFP states that the single statewide FI will be responsible for "Subcontracting with at least one entity per NYS DOH MLTC rate setting region, as seen in Attachment D, that has a proven record of delivering services to individuals with disabilities and the senior population and has been providing fiscal intermediary services since January 1, 2012, or earlier." Please clarify whether this is referencing 3 entities in total, one for each region, or one entity per County listed in Attachment D? How will the FI know whether the entity has a proven track record? Can the Department provide this list?	There are four rate setting regions. There must be at least one subcontractor in each region. The bidder would make the decision on their track record based on outreach to potential subcontractors. The Department will not provide a list.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 66 of 105 PageID #: 344

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
830	Rate Setting Regions	Section 4.0: Scope of Work (Page 5 of RFP)	The RFP states that the successful FI is required to subcontract with "at least one entity per NYS DOH MLTC rate setting region..." Is the subcontracted entity required to be able to provide services across the entire rate setting region, or is the bidder able to subcontract with an entity that is only going to provide those services in one portion of the NYS DOH MLTC rate setting region? For example, one NYS DOH MLTC rate setting region includes Erie, Onondaga, and Albany counties. Can the bidder contract with an entity that will only provide subcontracted services in Erie and not in Albany or Onondaga counties?	There are four rate setting regions. There must be at least one subcontractor in each region. The bidder would make the decision on their track record based on outreach to potential subcontractors. The Department will not provide a list.
831	Rate Setting Regions	Section 4.0: Scope of Work (Page 5 of RFP)	The RFP states that the bidder must subcontract with "at least one entity per NYS DOH MLTC rate setting region...and has been providing services since at least January 1, 2012." Is the bidder required to limit the reach of subcontractors to counties that the subcontractor had been providing services to continuously since January 1, 2012?	No.
832	Rate Setting Regions	Section 4.0: Scope of Work (Page 5 of RFP)	The RFP states that the bidder must subcontract with "at least one entity per NYS DOH MLTC rate setting region ...that has a proven record of delivering services to people with disabilities and the senior population and has been providing services since at least January 1, 2012." Is the bidder required to contract with more than one entity in total if the entity with which it subcontracts will provide services across every NYS DOH MLTC rate setting region?	The bidder must subcontract with at least one entity in each rate setting region.
833	Rate Setting Regions	Section 4.0: Scope of Work (Page 5 of RFP)	What is meant by having a presence in a rate-setting region?	The bidder must subcontract with at least one entity in each rate setting region.
834	Registration	Section 2.1: Background Information (Page 3 of RFP)	Will centers for independent living be required to register with the DOH before billing for services as required subcontractors?	Only the Statewide Fiscal Intermediary will bill the State for fiscal intermediary services.
835	Registration	Section 2.1: Background Information (Page 3 of RFP)	The statute (SOS § 365-f) specifies that subcontractors must register with the Department of Health within 30 days of selection, while the regulation (18 NYCRR 505.28) does not include any provisions about subcontractor registration. What are the specific registration and reporting requirements for subcontractors under this RFP, and how will compliance be monitored?	The implementation and specifics of the subcontractor registration requirement are still being determined. The registration process should not be factored into the proposal submission.
836	Registration	Section 2.1: Background Information (Page 3 of RFP)	Section 2.1 states, "…all subcontractors of the awarded Statewide Fiscal Intermediary are required to register with the Department within 30 days of being selected as a subcontractor." Because service centers for independent living are designated as entities that the Statewide FI must subcontract with, are they required to register? If so, what is the process to register?	See answer to Question #835
837	Registration	Section 2.1: Background Information (Page 3 of RFP)	If service centers for independent living are required to register, what specific documentation or information will they have to provide during the registration process?	See answer to Question #835
838	Registration	Section 2.1: Background Information (Page 3 of RFP)	Do subcontractors have to wait until their contract is fully executed to register? If so, what prevents the SFI from deliberately delaying these required contracts?	See answer to Question #835
839	Registration	Section 2.1: Background Information (Page 3 of RFP)	Will there be a public registry of subcontractors? If so, will centers for independent living have to register as required subcontractors?	See answer to Question #835
840	Registration	Section 2.1: Background Information (Page 3 of RFP)	What will the DOH registration process for subcontractors consist of?	See answer to Question #835
841	Registration	Section 4.0: Scope of Work, Third Bullet (Page 5 of RFP)	Section 4.0 bullet two states that the awarded Statewide Fiscal Intermediary will be responsible for "subcontracting to facilitate the delivery of fiscal intermediary services to each entity that is a service center for independent living under section 1121 of the New York State Education Law ("EDN") and has been providing fiscal intermediary services since January 1, 2024, or earlier," and section 2.1 paragraph three states that "all subcontractors of the awarded Statewide Fiscal Intermediary are required to register with the Department within 30 days of being selected as a subcontractor." Does this mean that each service center for independent living will be required to register within 30 days of the Statewide FI contract being approved by the Commissioner of Health?	See answer to Question #835

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 67 of 105 PageID #: 345

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
842	Registration	Section 2.1: Background Information (Page 3 of RFP)	What is the form of registration for subcontractors? Is the form of registration for subcontractors different for independent living center subcontractors?	The implementation and specifics of the subcontractor registrations requirement are still being determined.
843	Reporting	Section 2.3: Term of the Agreement and Termination Provisions (Page 4 of RFP)	What performance metrics will be used to evaluate the SFI compliance & performance over the 5 years?	This question is not relevant to the development of a proposal under this RFP. Reporting requirements will be determined between the Department and the Statewide Fiscal Intermediary at the time of contract execution.
844	Reporting	Section 2.3: Term of the Agreement and Termination Provisions (Page 4 of RFP)	What metrics will be used to evaluate the SFI compliance & performance over the 5 year period and can an agreement be terminated before the end of the 5 year period? If so, for what reasons?	See answer to Question #843
845	Reporting	Section 2.3: Term of the Agreement and Termination Provisions (Page 4 of RFP)	The RFP states that the term of the contract is subject to "successful contractor performance." What metrics will be used to determine whether or not the contracted entity is meeting this requirement?	See answer to Question #843
846	Reporting	Section 4.2: Best Practices, Paragraph 1 (Page 6 of RFP)	How will the Department of Health quantify and interpret the quality of fiscal intermediary services?	See answer to Question #843
847	Reporting	Section 4.2: Best Practices, Paragraph 3 (Page 6 of RFP)	What metrics will DOH use to determine the "quality" of FI services?	See answer to Question #843
848	Reporting	Section 4.2: Best Practices (Page 6 of RFP)	What are the variables suggesting “high-quality FI services”?	See answer to Question #843
849	Reporting	Section 4.2: Best Practices (Page 6 of RFP)	Who determines what is "high-quality FI services"?	See answer to Question #843
850	Reporting	Section 4.2: Best Practices (Page 6 of RFP)	Will the suggested "high-quality FI services" be provided by the statewide FI or by any subcontractors?	See answer to Question #843
851	Reporting	Section 4.6: Fiscal Monitoring and Oversight Requirements (Page 9 of RFP)	Will the Statewide FI be required to report to DOH regarding wait times, call abandonment rates, etc. on the customer service phone line?	See answer to Question #843
852	Reporting	Section 4.6: Fiscal Monitoring and Oversight Requirements (Page 9 of RFP)	Will the Statewide FI be required to report on the length of time it takes to enroll a new PA to a case?	See answer to Question #843
853	Reporting	Section 4.6: Fiscal Monitoring and Oversight Requirements (Page 9 of RFP) and Section 4.7: Quality Monitoring and Reporting Requirements (Page 9 of RFP)	What are the Department’s expectations for handling ongoing audits and compliance reporting, especially in terms of frequency and detail?	See answer to Question #843
854	Reporting	Section 4.7: Quality Monitoring and Reporting Requirements (Page 9 of RFP)	What specific quality measures and reporting requirements will be expected from the awarded Statewide Fiscal Intermediary (FI), as outlined in Section 4.7 of the RFP?	See answer to Question #843
855	Reporting	Section 4.7: Quality Monitoring and Reporting Requirements (Page 9 of RFP)	Will the Quality Management Plan be made available to the public?	See answer to Question #843
856	Reporting	Section 4.7: Quality Monitoring and Reporting Requirements (Page 9 of RFP)	When will DOH announce the factors/variables of what is included in Quality Management Plan reports?	See answer to Question #843
857	Reporting	Section 4.7: Quality Monitoring and Reporting Requirements (Page 9 of RFP)	Will the public have an opportunity to offer additional factors of what constitutes quality FI services?	See answer to Question #843
858	Reporting	Section 4.7: Quality Monitoring and Reporting Requirements (Page 9 of RFP)	Will consumers have an opportunity to comment on that Quality Management Plan reports?	See answer to Question #843

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 68 of 105 PageID #: 346

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
859	Reporting	Section 4.7: Quality Monitoring and Reporting Requirements (Page 9 of RFP)	What should be included within the Quality Management Plan?	See answer to Question #843
860	Reporting	Section 4.7: Quality Monitoring and Reporting Requirements (Page 9 of RFP)	What specific quality measures and performance metrics will the Department utilize to assess and monitor the effectiveness and quality of services?	See answer to Question #843
861	Reporting	Section 4.7: Quality Monitoring and Reporting Requirements (Page 9 of RFP)	What measures will be evaluated in the Quality Management Plan?	See answer to Question #843
862	Reporting	Section 4.7: Quality Monitoring and Reporting Requirements (Page 9 of RFP)	Will the Department require the Statewide FI to report (any pay) their gross receipts tax (GRT) on a monthly basis? Has the Department conducted a recent comprehensive reconciliation of all existing Fiscal Intermediaries enrolled in CDPAP, utilizing data from, for example, county LDSS's and Medicaid Managed Care Plan contracts to ascertain/identify the Fiscal Intermediary entities, or Cost Reporting data/information, to ensure compliance with the state's GRT requirements under the Health Facility Cash Assessment Program (HFCAP) since its inception in 2002? Given that GRT significantly contributes to the State's fiscal health, such a reconciliation could uncover substantial missed funds, potentially amounting to millions (retrospective and prospective impact), thereby contributing to the state's overall savings goals?	See answer to Question #843
863	Reporting	Section 4.7: Quality Monitoring and Reporting Requirements (Page 9 of RFP)	What are the reporting requirements for the Statewide FI concerning quality monitoring and consumer satisfaction?	See answer to Question #843
864	Reporting	Section 4.7: Quality Monitoring and Reporting Requirements (Page 9 of RFP)	The RFP outlines compliance and quality assurance requirements for the Statewide Fiscal Intermediary and its subcontractors. How will the Department ensure that these requirements are uniformly enforced across all subcontractors, especially considering the historical challenges and varying capabilities of different entities?	See answer to Question #843
865	Reporting	Section 4.7: Quality Monitoring and Reporting Requirements (Page 9 of RFP)	What are the minimum acceptable standards for the quality and effectiveness of the Statewide FI?	See answer to Question #843
866	Reporting	Section 4.7: Quality Monitoring and Reporting Requirements (Page 9 of RFP)	How frequently will the awarded FI need to submit compliance reports, and what specific content will these reports need to include, as outlined in Section 4.7 of the RFP?	See answer to Question #843
867	Reporting	Section 4.7: Quality Monitoring and Reporting Requirements (Page 9 of RFP)	Is the consumer satisfaction survey required only once in the contract term? If not, how many times?	See answer to Question #843
868	Reporting	Section 4.7: Quality Monitoring and Reporting Requirements (Page 9 of RFP)	The RFP states that "The awarded Statewide FI will be required to submit a Quality Management Plan." Please define quality as it relates to the delivery of fiscal intermediary services.	See answer to Question #843
869	Reporting	Section 4.7: Quality Monitoring and Reporting Requirements, Paragraph 1 (Page 9 of RFP)	What components should be included within the Quality Management Plan as stipulated by the Department?	See answer to Question #843
870	Reporting	Section 4.7: Quality Monitoring and Reporting Requirements, Paragraph 1 (Page 9 of RFP)	What should be included within the specified "Quality Management Plan?"	See answer to Question #843
871	Reporting	Section 4.7: Quality Monitoring and Reporting Requirements, Paragraph 1 (Page 9 of RFP)	What specific quality measures and performance metrics will the Department utilize to assess and monitor the effectiveness and quality of services?	See answer to Question #843

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 69 of 105 PageID #: 347

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
872	Reporting	Section 4.7: Quality Monitoring and Reporting Requirements (Page 9 of RFP)	The RFP states that "the awarded Statewide FI shall submit reports to the Department that include, but are not limited to, quality measures and other data to assist the Department, consumers, LDSS and MCOs with evaluating the effectiveness and quality of services provided by the FI under this contract and their impact on the overall quality and effectiveness of CDPAP." Please define what quality measures the Statewide Fiscal Intermediary will be measured by as they relate to the "effectiveness and quality of services provided by the FI" as such information is critical to bidders in determining what to factor into programmatic administrative costs.	See answer to Question #843
873	Reporting	Section 4.7: Quality Monitoring and Reporting Requirements (Page 9 of RFP)	What are bidders being asked to commit to with respect to quality monitoring and reporting requirements, as the language of this section suggests that the Department does not know what it will be looking for?	See answer to Question #843
874	Reporting	Section 4.7: Quality Monitoring and Reporting Requirements (Page 9 of RFP)	Will the Department represent that the data to be collected and reported, the format, and the frequency of the reports will be commercially reasonable and not financially burdensome?	See answer to Question #843
875	Reporting	Section 4.7: Quality Monitoring and Reporting Requirements (Page 9 of RFP) and Section 4.5: Fiscal Intermediary Organizational Requirements (Page 8 of RFP)	What specific metrics or KPIs are expected to be included in the Quality Management Plan as part of the reporting requirements?	See answer to Question #843
876	RFP	Section 5.8: DOH's Reserved Rights (Page 16 of RFP)	What specific conduct or bid non-conformities would lead to disqualification?	Bidders who do not meet the Minimum Qualifications as identified in Section 3.1 of the RFP, or fail to adhere to the proposal requirements stated within Section 6.0 or Section 7.0, including any applicable attachments, may be disqualified.
877	RFP	Section 5.8: DOH's Reserved Rights (Page 16 of RFP)	The RFP states that the Department maintains the right to "Disqualify any bidders whose conduct, and/or bid fails to conform to the requirements of the RFP." Please elaborate on what conduct would allow the Department to disqualify a bidder.	See response to Question #877
878	RFP	Section 5.8: DOH's Reserved Rights (Page 16 of RFP)	What criteria will be used to justify the rejection of all bids? How will the decision to reject all bids be communicated to bidders?	See response to Question #877
879	RFP	Section 5.8: DOH's Reserved Rights (Page 16 of RFP)	How will the Department ensure transparency and fairness in the disqualification process to avoid potential disputes? If disputes arise, how will they be resolved?	This question is not relevant to the development of a proposal under this RFP. See also answer to Question #919.
880	RFP	Section 1.0: Calendar of Events (Page 3 of RFP)	The Department of Health website now states that it will post responses to written questions on or about July 13, 2024. However, the text of the RFP still references that responses will be posted by July 19, 2024. Which date is correct?	The RFP has been amended to a posting date of August 14, 2024.
881	RFP	Section 1.0: Calendar of Events (Page 3 of RFP)	Will DOH allow for another round or accept follow up questions and answers? Additional clarification and guidance from DOH may be needed after the first round of questions and answers for bidders to work with other organizations to develop adequate bids that can support the successful transition of 246,000 consumers from their current FIs to a single statewide FI.	No, the Department will not allow for another round of questions and answers.
882	RFP	Section 1.0: Calendar of Events (Page 3 of RFP)	A Bidder's Conference is not listed or posted. Will the Department be hosting a Bidder's Conference?	No, the Department will not be hosting a Bidder's Conference for this RFP.
883	RFP	Section 5.7: Subcontracting (Pages 15-16 of RFP)	Does the Department of Health plan to hold a bidder's conference for potential Statewide FIs to meet with potential subcontractors?	No.
884	RFP	Section 5.8: DOH's Reserved Rights (Page 16 of RFP)	The RFP states that the Department maintains the right to "Reject and or all bids in response to the RFP." Does this right extend to disqualification without cause?	No.
885	RFP	Section 8.2: Submission Review (Page 26 of RFP)	Will there be any process opportunity for large CDPA providers to express concerns BEFORE the final SFI selection is made?	No.
886	RFP	Section 5.8: DOH's Reserved Rights (Page 16 of RFP)	The RFP states that the Department maintains the right to "Make an award under this proposal, in whole or in part." What would an award in part look like?	See Amendment #3 to the RFP.
887	RFP	Section 5.8: DOH's Reserved Rights (Page 16 of RFP)	The RFP states that the Department maintains the ability to "Seek clarifications and revisions of bids." Please clarify what aspects of a bid the Department may seek revision to.	See Section 5.8.16 of the RFP.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 70 of 105 PageID #: 348

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
888	RFP	Section 1.0: Calendar of Events (Page 3 of RFP)	How was the timeline and award date for this RFP determined?	The Department did not include an anticipated date for notification of an award resulting from this RFP. However, the anticipated contract start date was based on the anticipated amount of time necessary for the Department to conduct evaluations of the bids received and obtain internal approvals of the resulting contract.
889	RFP	Section 2.2: Other Important NYS Contracting Information for Bidders (Pages 3-4 of RFP	This section notes that " "Any amendments DOH makes to the RFP as a result of questions and answers will be publicized on the DOH web site and will be available and applicable to all bidders equally." How and when will all stakeholders be notified of amendments to the RFP based on bidder questions?	The Department will notify prospective bidders via email of any amendments to the RFP. Bidders would be notified once any amendments are posted publicly.
890	RFP	Section 2.2: Other Important NYS Contracting Information for Bidders (Pages 3-4 of RFP)	In the event that any qualifications or exceptions are accepted, will they be made available to all prospective bidders?	Yes. See response to Question #890.
891	RFP	Section 2.2: Other Important NYS Contracting Information for Bidders (Pages 3-4 of RFP)	Will the Department of Health make available to all prospective bidders any qualifications or exceptions proposed by a bidder to the RFP?	Yes. Any such instances are included as questions within this Questions and Answer document.
892	RFP	Section 2.1: Background Information (Page 3 of RFP)	In the 3rd paragraph it mentions "...and other appropriate long term care programs offering CDPAS services ". Is there a list of those programs or a list of any potential programs?	No.
893	RFP	Section 2.1: Background Information (Page 3 of RFP)	Please describe/define "the other appropriate long term care service programs" offering CDPAS?	The Department does not have this definition at this time.
894	RFP	Section 5.8: DOH's Reserved Rights (Page 16 of RFP)	The RFP states that the Department maintains the ability to "Waive any requirements that are not material." Please elaborate on what aspects of the RFP are and are not material and therefore may be waived.	This question is not relevant to the development of a proposal under this RFP.
895	RFP	Section 5.8: DOH's Reserved Rights (Page 16 of RFP	What is meant by "non-material specifications"? Additionally, is the DOH required to make eliminations under Section 5.8 prior to the Deadline for Submission of Proposals? What types of eliminations are permissible? How would notice of eliminations be provided to bidders? How would bidders be able to bid if the requirements change?	This question is not relevant to the development of a proposal under this RFP.
896	RFP	Section 5.12: Intellectual Property (Page 17 of RFP)	Is the DOH absorption of intellectual property limited to new technologies subsequent to the contract, or does it include existing technologies brought to the contract by either the Statewide FI or its subcontractors?	This provision is specific to new technologies or work product created pursuant to the agreement. See Section 5.12 of the RFP.
897	RFP	Section 5.12: Intellectual Property (Page 17 of RFP)	Is the Department amenable to a SaaS solution and if so, does the Department agree that the SaaS solution, along with any enhancements not specifically paid for by the Department, will remain the property of the Contractor?	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
898	RFP	Section 5.12: Intellectual Property (Page 17 of RFP)	What is "work product" under this agreement?	The RFP does not specifically define the meaning of intellectual property for purposes of this opportunity, but respondents may interpret this language as using the commonly understood industry term.
899	Scope of Work	Section 4.0: Scope of Work, Paragraph 1 (Page 5 of RFP)	The statute (SOS § 365-f) specifies that delegated fiscal intermediary services may include assisting consumers with navigation of the program by providing individual consumer assistance and support, consumer peer support, and education and training to consumers on their duties under the program. However, the regulation (18 NYCRR 505.28) does not mention these delegated services. How does the Department plan to address this discrepancy, and which set of guidelines should bidders follow?	Bidders should refer to sections 4.1 and 4.2 of the RFP. Bidders are directed to defer to the statutory amendment of Social Services Law 365-f as enacted by L.2024, c. 57, pt. HH, §§ 1 to 7. Bidders are directed to advice from their legal advisors regarding matters of standard legal interpretation.
900	Scope of Work	Section 4.1: Required Fiscal Intermediary Services, Bullet j) (Page 5 of RFP)	What additional services, if any, has the Commissioner of Health specified regarding the responsibilities of FIs?	Current FI services are listed in Section 4 of the RFP.
901	Scope of Work	Section 4.1: Required Fiscal Intermediary Services, Bullet j) (Page 5 of RFP)	Does the Commissioner of Health have any plans to specify further or change the responsibilities of FIs?	Current FI services are listed in Section 4 of the RFP.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 71 of 105 PageID #: 349

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
902	Scope of Work	Section 4.1: Required Fiscal Intermediary Services, Bullet j) (Page 5 of RFP)	What additional services will be required?	Current FI services are listed in Section 4 of the RFP.
903	Scope of Work	Section 4.1: Required Fiscal Intermediary Services, Bullet j) (Page 5 of RFP)	With regard to this requirement, "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.," is the state anticipating specific additional services at this time?	No.
904	Scope of Work		Sections 4.1-4.5 include customer service-type requirements for the Statewide FI. The Statewide FI must be able to provide stellar customer service to numerous and diverse stakeholders including consumers, designated representatives, informal caregivers, and personal assistants. CDPAP consumers are low income as they are eligible for Medicaid and have disabilities as they need home and community-based services. Customer service must therefore be accessible linguistically and provided in multiple modalities to meet the customer need. Many CDPAP consumers have personal relationship with the staff at their FIs and contact them over the phone, text and email. These modes of communication, especially phone communication with a live person, should be preserved in the contract. An online and/or Mobile Application system may be sufficient for some consumer participants, but other participants lack access to a smartphone, don't have access to the internet, or do not know how to use computer or smartphone technology. •Must the Statewide FI provide customer service over the phone by a live person? If yes, this should be clarified in the contract. •Assuming that the customer service phone line is required: oWhat are the quality requirements for the Statewide FI customer service line regarding wait times, call abandonment rates, and accuracy of the information provided? What are the monetary penalties for the Statewide FI's failure to meet these requirements? •What provisions must the Statewide FI make to ensure they can speak with health care proxies, powers of attorney, informal caregivers without undue delay regarding the CDPAP consumer's case? •Consumers, families, and PAs in New York speak many languages. What provisions are required by the Statewide FI to serve LEP individuals in their preferred language? What are the monetary penalties for failure to do so? •Some consumers, families, and PAs are Deaf, Hard of Hearing, unable to speak, or are blind. What provisions are required by the Statewide FI to serve such individuals? What are the contractual monetary penalties for failure to provide these services?	The Statewide Fiscal Intermediary, by itself or through subcontractors, must have the means by which to engage with consumers and personal assistants to onboard each consumer and personal assistant, provide information, guidance and assistance, and otherwise carry out its responsibilities under the contract. In the proposal, bidders should outline the means by which these responsibilities to engage with consumers and personal assistants will be met.
905	Scope of Work	Section 4.0: Scope of Work (Page 5 of RFP)	Can the Department clarify that by "facilitate the delivery of fiscal intermediary services," all Required Fiscal Intermediary Services listed in Section 4.1 are included?	The bidder will be responsible for all scope of work as outlined in RFP Section 4.
906	Scope of Work	Section 4.1: Required Fiscal Intermediary Services, Paragraph 1 (Page 5 of RFP)	Can we get clarity as to whether the list of "fiscal intermediary responsibilities" is for the Single FI or the subcontractor?	See RFP Section 5.7 for responsibilities a subcontractor cannot perform.
907	SPA	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements (Pages 7-8 of RFP)	If an applicant provides statewide Fiscal Intermediary services in State that does not provide the Community First Choice Option, should the applicant review the current NYS CFCO State plan to ensure compliance, or will there be an amendment to the NYS CFCO State Plan before the Statewide FI is implemented?	The applicant will be expected to comply with existing NYS CFCO requirements.
908	SPA	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements (Pages 7-8 of RFP)	According to 42 CFR § 441.530 Home and Community-Based Setting, the setting must facilitate individual choice regarding services and supports, and who provides them. Will the statewide Fiscal Intermediary (FI) be considered a home and community-based setting under this regulation, as per the compliance requirements outlined in Section 4.4 of the RFP?	This question is unclear and will not be answered.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 72 of 105 PageID #: 350

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
909	Subcontracting - Add'l Reqs	Section 5.7: Subcontracting (Pages 15-16 of RFP)	The RFP states that the State may impose additional subcontracting requirements or restrictions after the award of the contract. Such additional requirements or restrictions may materially impact the nature of the bid (cost, operational structure, or both). Can the State provide more detail about the restrictions or requirements it might consider to ensure that the bids are as accurate and reliable as possible?	No additional requirements have been determined at this time.
910	Subcontracting - Add'l Reqs	Section 5.7: Subcontracting (Pages 15-16 of RFP)	Can the Department provide examples or more details on the specific additional requirements and restrictions they may introduce on subcontracting so entities can proactively prepare accordingly?	No additional requirements have been determined at this time.
911	Subcontracting - Add'l Reqs	Section 5.7: Subcontracting (Pages 15-16 of RFP)	Aside from the RFP requirements for subcontractors will DOH establish additional qualifications?	No additional requirements have been determined at this time.
912	Subcontracting - Add'l Reqs	Section 5.7: Subcontracting (Pages 15-16 of RFP)	Besides the requirements for subcontractor agreements set forth in this section, what "additional requirements and restrictions on subcontracting" might the Department introduce "after the award, through the contract with the Department"? For transparency, why did the Department not include all requirements in the RFP?	No additional requirements have been determined at this time.
913	Subcontracting - Changes	Section 5.7: Subcontracting (Pages 15-16 of RFP)	Are there any restrictions to adding subcontractors that are not identified in the RFP submission?	Per RFP Section 5.7, the Department reserves the right to review and approve all subcontractor agreements including any additions, changes to or removal of subcontractors. The Statewide Fiscal Intermediary is responsible for their subcontracts and would be required to notify the Department of changes to their agreements, which could be subject to the Department's approval.
914	Subcontracting - Changes	Section 2.1: Background Information (Page 3 of RFP)	Will centers for independent living have to notify the Department of Health if the terms of their contracts change or if their contract ends?	See answer to Question #913
915	Subcontracting - Changes	Section 5.7: Subcontracting (Pages 15-16 of RFP)	Please confirm that a change of the equity owners of a current FI that has been providing FI services since prior to 2012 will not impact the FI's ability to be considered as a subcontractor for the statewide FI	See answer to Question #913
916	Subcontracting - Changes	Section 5.7: Subcontracting (Pages 15-16 of RFP)	What, if any, restrictions will apply to a subcontractor's ability to assign its subcontract with the awarded Statewide Fiscal Intermediary, whether required to be included as a term in the subcontract agreement or otherwise?	See answer to Question #913
917	Subcontracting - Compliance	Section 4.0: Scope of Work (Page 5 of RFP)	The RFP states that the Statewide Fiscal Intermediary is responsible for making sure that subcontractors "meet all applicable federal and state laws and regulations." What federal and state laws and regulations apply to subcontractors of fiscal intermediary services?	This will be determined by the services being provided by the subcontractors and monitored by the contracted Statewide Fiscal Intermediary.
918	Subcontracting - Compliance	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements (Pages 7-8 of RFP)	What are the responsibilities of the SFI for violations of law or fraud by one of its subcontractors? Will the subcontractors be subject to separate enforcement actions by the relevant state agency?	The contracted Statewide Fiscal Intermediary is responsible for oversight of its subcontractors.
919	Subcontracting - Compliance	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements, Paragraph 1 (Pages 7-8 of RFP)	Given that the statute requires any managed care plans, managed long-term care plans, local social service districts, and other appropriate long-term service programs offering CDPAS to contract with the Statewide FI, can the Department clarify the specific responsibilities and accountability measures in place for the SFI concerning violations of law or fraud by subcontractors, either directly or indirectly for FI services? Will subcontractors be subject to separate enforcement actions by DOH, OMIG, OAG, and others independently of the SFI?	See answer to Question #918
920	Subcontracting - Compliance	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements (Pages 7-8 of RFP)	The statute does not specify who bears the risk for corporate compliance matters such as fraud between the Statewide Fiscal Intermediary and its subcontractors. Can the Department clarify the legal and operational responsibilities and liabilities for both parties to prevent potential legal disputes and ensure accountability?	See answer to Question #918

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 73 of 105 PageID #: 351

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
921	Subcontracting - Compliance	Section 5.7: Subcontracting (Pages 15-16 of RFP)	RFP Section 5.7 Paragraph 5 & 6: "Subcontractors may provide services and support functions that assist or enable the Awarded Statewide FI to perform FI services. Subcontractors may NOT directly perform any of the following: • enter into a contract for the provision of fiscal intermediary services with the Department; • set wages and establishing benefits for personal assistants (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 the Statewide FI and a subcontractor, the Statewide 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 RFP and FI services."Please provide examples of work a subcontractor can do. If the Statewide FI has concerns over a subcontractor's performance of duties, what recourse can the Statewide FI take?	See answer to Question #918 and Question #996
922	Subcontracting - Compliance	Section 5.7: Subcontracting (Pages 15-16 of RFP)	RFP Section 5.7 Paragraph 7: "In addition, the Statewide FI shall: • Require subcontractors to promptly notify Statewide 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." What oversight, authority does the Statewide FI have over its subcontractors if they are to hold harmless the subcontractor if the subcontractor does not follow NYS Regulations, Federal Laws, or policies of the Statewide FI? What would be the Statewide FI's recourse should a subcontractor fail to comply with State and Federal laws?	See the New York State Department of Health Contract Section VIII.C and VIII.F, and Section IX.J.
923	Subcontracting - Compliance	Section 5.7: Subcontracting (Pages 15-16 of RFP)	How will the Statewide FI manage and oversee subcontractor performance?	See answer to Question #918
924	Subcontracting - Eligibility	Section 5.7: Subcontracting (Pages 15-16 of RFP)	Will all current FI be made subcontractors if they have CDPAP members?	No. Only those entities chosen by the awarded bidder and contracted with by such awarded bidder will be subcontractors.
925	Subcontracting - Eligibility	Section 5.7: Subcontracting (Pages 15-16 of RFP)	Is the State expecting the single statewide FI to subcontract to existing FIs, to CDPAP enrolled Medicaid providers, or to both?	Refer to RFP Section 4.0 for subcontractor requirements
926	Subcontracting - Eligibility	Section 5.7: Subcontracting (Pages 15-16 of RFP)	Can the single statewide FI subcontract directly to CDPAP enrolled Medicaid providers, in addition to existing FIs?	Refer to RFP Section 4.0 for subcontractor requirements
927	Subcontracting - Eligibility	Section 5.7: Subcontracting (Pages 15-16 of RFP)	Is the State expecting LHCSAs to become subcontractors to the single statewide FI as well?	Refer to RFP Section 4.0 for subcontractor requirements
928	Subcontracting - Eligibility	General	Would the Department select a vendor that has not been continuously providing services since 1/1/12, which is a provision of the law, but not the RFP, if all the RFP requirements are met?	The provision of law is that subcontractors must meet this date requirement, not the bidding vendor.
929	Subcontracting - Eligibility	Section 3.1: Minimum Qualifications (Page 4 of RFP)	Is a FI that has not been operating since before 1/1/2012 still eligible?	Only if they are a independent living center licensed under Education Law Section 1121 and have been providing fiscal intermediary services since January 1, 2024.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 74 of 105 PageID #: 352

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
930	Subcontracting - Eligibility	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	If a bidder is deemed ineligible for award as the Statewide FI due to insufficient ability to meet the minimum requirements specified within this RFP (e.g., providing services on a statewide basis in at least on other state), will their failure to meet these requirements in any way exclude or impede the entity's ability to assume a subcontractor role (assuming they meet all applicable subcontractor eligibility criteria)? Are there other ramifications the Department can provide for entities submitting a Statewide FI bid/application but failing to meet the minimum qualifications, aside from Department not awarded that entity the Statewide FI contract?	Failure to meet the eligibility requirements as a bidder would not preclude an organization from being a subcontractor provided the organization meets the subcontracting requirements.
931	Subcontracting - Eligibility	Section 4.0: Scope of Work (Page 5 of RFP)	Under New York law, the Fiscal Intermediary may be a "service center for independent living." However, Section 4.0 of the RFP states that the FI must subcontract to service centers for independent living. Therefore, the RFP appears to be more constricting than the statutory language, thereby precluding service centers for independent living from becoming the FI. How does the Department justify such language in Section 4.0 of the RFP?	SSL 365-f was amended by L.2024, c. 57, pt. HH, §§ 1 to 7, eff. April 20, 2024, deemed eff. April 1, 2024. SSL 365-f states that the "eligible contractor is capable of performing statewide fiscal intermediary services with demonstrated cultural and language competencies specific to the population of consumers and those of the available workforce, has experience serving individuals with disabilities, and as of April first, two thousand twenty-four is providing services as a fiscal intermediary on a statewide basis with at least one other state;"
932	Subcontracting - Eligibility	Section 4.0: Scope of Work (Page 5 of RFP)	What criteria define whether a NYS DOH MLTC rate setting region subcontractor "has been providing fiscal intermediary services since January 1, 2012, or earlier"?	The organization must have been acting in the capacity of an FI, including contracting with managed care plans/LDSS and/or have been billing Medicaid for CDPAP services.
933	Subcontracting - Eligibility	Section 5.7: Subcontracting (Pages 15-16 of RFP)	What specific qualifications are required for subcontractors to be approved by the Department of Health, as outlined in Section 5.7 of the RFP?	Per SSL 365-f, subcontractors are required to register with the Department. The specifics of the registration process have not yet been determined.
934	Subcontracting - Eligibility	Section 5.7: Subcontracting (Pages 15-16 of RFP)	Please confirm that an entity that satisfies the requirements to be a subcontractor can be engaged by the single FI even if there is a change of ownership of the subcontractor that is pending and has not been completed as of the date of the NYS contract with the single FI.	See answer to Question #933
935	Subcontracting - Eligibility	Section 4.0: Scope of Work, Third Bullet (Page 5 of RFP	If the statewide FI choses to subcontract with more than one entity in a particular rate region, do all subcontractors need to have a proven record of delivering fiscal intermediary services since January 1, 2012, or only one?	All subcontractors must meet the eligibility requirements.
936	Subcontracting - General	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet c) (Page 8 of RFP)	How does the requirement to "[m]aintain an organizational chart with professional and managerial lines of authority" apply to subcontractors?	This relates to the Statewide Fiscal Intermediary.
937	Subcontracting - General	Section 2.2: Other Important NYS Contracting Information for Bidders (Pages 3-4 of RFP)	Do subcontractors have to sign Attachment 8?	No, the awarded contractor is the only entity who is required to sign Attachment 8. Please note, this attachment is not required to be submitted by any bidder.
938	Subcontracting - General	Section 5.7: Subcontracting (Pages 15-16 of RFP)	Is there any requirement to submit an RFP to be considered as a subcontractor when the single FI is awarded?	No. All planned subcontracting arrangements would be negotiated with the resulting contracted statewide fiscal intermediary. Subcontractor registration, as outlined in SSL 365-f, will occur after a contract has been approved by the Department with the awarded statewide fiscal intermediary.
939	Subcontracting - General	Section 2.1: Background Information (Page 3 of RFP)	Will subcontracts also be 5-year terms?	Subcontracts do not require a five year term.
940	Subcontracting - General	Section 4.0: Scope of Work (Page 5 of RFP)	Can an entity that has been awarded a subcontract under 4.0 enter a further subcontract with an agency that has not been providing fiscal intermediary services since January 1, 2012?	No.
941	Subcontracting - General	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet b) (Page 8 of RFP)	How does the requirement to "[h]ave and maintain an effective organizational structure with qualified administrative staff" apply to subcontractors?	This relates to the Statewide Fiscal Intermediary.
942	Subcontracting - General	Section 4.6: Fiscal Monitoring and Oversight Requirements (Page 9 of RFP)	Will each subcontractor have to submit concerns to the Statewide FI?	This question is unclear and cannot be answered.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 75 of 105 PageID #: 353

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
943	Subcontracting - General	Section 5.5: Minority & Women-Owned Business Enterprise (M/WBE) Requirements and Equal Employment Opportunity (EEO) Reporting (Page 13 of RFP)	Section 5.5 states that "subcontractors awarded a subcontract over $25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements" must undertake programs to ensure that minorities and women are afforded equal employment without discrimination, "except where the Work is for the beneficial use of the awarded Statewide FI." How will the DOH define "beneficial use" in this context?	This question is not relevant to the development of a proposal under this RFP.
944	Subcontracting - General	Attachment D: Region/County Mapping for MLTC Rate Setting Regions (Page 32 of RFP)	Why was a non-contiguous regional delineation made and how does it benefit consumers or	These are the existing MLTC rate setting regions.
945	Subcontracting - ILC	Section 4.0: Scope of Work (Page 5 of RFP)	Section 4 of the RFP requires the Statewide FI to subcontract with service centers for independent living. However, Part HH of Chapter 57 of the Laws of 2024 states a different requirement. Can you clarify this discrepancy?	SSL 365-f outlines the requirements an entity must meet to be considered an eligible subcontractor under the ILC provision. The Contractor will be expected to offer to subcontract with all independent living centers that meet the criteria identified in Section 4.0 of the RFP. However, independent living centers may choose not to participate under the resulting contract as a subcontractor. In this situation, the Contractor would not be considered non-compliant. Regardless, the awarded Contractor will be strongly encouraged to make any and all good-faith efforts required to secure a subcontract with independent living centers.
946	Subcontracting - ILC	Section 4.0: Scope of Work (Page 5 of RFP)	If a service center for independent living refuses to subcontract with the Statewide FI or an agreement cannot be reached, what resources does the Statewide FI have? Will they be considered non-compliant with the statute?	See answer to Question #945
947	Subcontracting - ILC	Section 4.0: Scope of Work (Page 5 of RFP)	What if a service center for independent living chooses not to be a subcontractor? What is the Department's vision of how that will work?	See answer to Question #945
948	Subcontracting - ILC	Section 4.0: Scope of Work (Page 5 of RFP)	The language in the RFP concerning subcontracting with service centers for independent living appears to deviate from the statutory language. The RFP specifies "each entity," implying that all independent living centers meeting the criteria are eligible for subcontracting with the awarded SFI, whereas the law states "an entity," suggesting only a single independent living center is required. The RFP states, "Subcontracting to facilitate the delivery of fiscal intermediary services to each entity that is a service center for independent living under section 1121 of the New York State Education Law ("EDN") and has been providing fiscal intermediary services since January 1, 2024…", while the statute explicitly states, "The statewide fiscal intermediary shall subcontract to facilitate the delivery of fiscal intermediary services to an entity that is a service center for independent living under section one thousand one hundred twenty-one of the education law that has been providing fiscal intermediary services since January first, two thousand twenty-four or earlier." Can the Department clarify this discrepancy?	See answer to Question #945
949	Subcontracting - ILC	Section 4.0: Scope of Work (Page 5 of RFP)	Can the discrepancy between the statutory language ("an entity") and the RFP ("each entity") with regards to contracting with independent living centers be clarified?	See answer to Question #945
950	Subcontracting - ILC	Section 4.0: Scope of Work (Page 5 of RFP)	Given that the statute and RFP "require" the Single FI to contract with "every" Independent Living Centers, what happens if the Single FI and a ILC cannot comes to terms of a contract? Is the Single FI considered in breach of the RFP?	See answer to Question #945
951	Subcontracting - ILC	Section 4.0: Scope of Work (Page 5 of RFP)	Can the Department please clarify that the Statewide Fiscal Intermediary will be subcontracting to "facilitate the delivery of fiscal intermediary services" by, and not to, each entity that is a service center for independent living under section 1121 of the NYS Education Law and has been providing fiscal intermediary service since January 1, 2024, or earlier?	See answer to Question #945
952	Subcontracting - ILC	Section 4.0: Scope of Work (Page 5 of RFP)	The RFP states that the successful FI is required to subcontract with "each" independent living center. The legislation authorizing the single FI states a requirement to contract with "an" independent living center. Please confirm the ILC subcontracting requirement.	See answer to Question #945
953	Subcontracting - ILC	Section 5.7: Subcontracting (Pages 15-16 of RFP)	What happens if the mandatory subcontracts with Centers for Independent Living cannot be successfully negotiated?	See answer to Question #945

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 76 of 105 PageID #: 354

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
954	Subcontracting - ILC	Section 4.0: Scope of Work (Page 5 of RFP)	May an FI that began providing fiscal intermediary services after January 1, 2012 be a subcontractor?	Only if the FI is an independent living center under section 1121 of the New York State Education Law and has been providing FI services since January 1, 2024 or earlier.
955	Subcontracting - ILC	Section 5.7: Subcontracting (Pages 15-16 of RFP)	Which ILCs are required subcontractors? In which MLTC Rate Setting Regions are they located?	The Department does not have this information.
956	Subcontracting - Lists	Section 4.0: Scope of Work (Page 5 of RFP)	Does the Department of Health have a list of each entity that is a service center for independent living under section 1121 of the New York State Education Law and has been providing fiscal intermediary services since January 1, 2024, and, if so, will the Department provide that list?	A listing of all independent living centers can be found at: https://www.acces.nysed.gov/vr/independent-living-centers . The Department does not have a listing of which of those have been providing fiscal intermediary services.
957	Subcontracting - Lists	Section 4.0: Scope of Work (Page 5 of RFP)	Does the Department of Health have a list of each entity per NYS DOH MLTC rate setting region, that has a proven record of delivering services to individuals with disabilities and the senior population and has been providing fiscal intermediary services since January 1, 2012, or earlier and, if so, will the Department provide that list?	No, the Department does not have this information.
958	Subcontracting - Lists	Section 5.7: Subcontracting (Pages 15-16 of RFP)	Will the State help the new statewide FI identify existing FIs and CDPAP enrolled Medicaid providers to make contact to consider a subcontracting relationship?	No.
959	Subcontracting - Lists	Section 4.0: Scope of Work, Third Bullet (Page 5 of RFP)	Will DOH publish or otherwise make available, prior to the deadline for submission of proposals, a list of fiscal intermediaries that have been providing fiscal intermediary services since January 1, 2012, and their service areas, so RFP respondents can identify potential subcontractors?	No.
960	Subcontracting - Lists	Section 4.5: Fiscal Intermediary Organizational Requirements (Page 8 of RFP)	Will a list of eligible subcontractors be provided? Or is it up to the Single FI to determine eligibility of each separate subcontractor?	The Statewide Fiscal Intermediary will be responsible for vetting any subcontractors and they are subject to approval by the Department.
961	Subcontracting - Lists	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet a) (Page 8 of RFP)	Will the Department of Health provide a list of eligible subcontractor entities?	No.
962	Subcontracting - Number	General	How many subcontractors is the State expecting the single statewide FI to hire?	The bidder must meet the minimum number subcontractors as outlined in the RFP. Otherwise, the number of subcontractors is at the discretion of the bidder provided each subcontractor meets the RFP requirements.
963	Subcontracting - Number	Section 4.0: Scope of Work (Page 5 of RFP)	What is the minimum number of independent living centers that the contractor must subcontract with?	See answer to Question #962
964	Subcontracting - Number	General	Is the State expecting the single statewide FI to work with existing FIs in every NYS County?	See answer to Question #962
965	Subcontracting - Number	Section 5.7: Subcontracting (Pages 15-16 of RFP)	Are there limits on the number of subcontractors after the minimum subcontracting requirements are met?	See answer to Question #962
966	Subcontracting - Number	Section 5.7: Subcontracting (Pages 15-16 of RFP)	Are there limits on the type of subcontractors after the minimum subcontracting requirements are met?	See answer to Question #962
967	Subcontracting - Number	Section 4.5: Fiscal Intermediary Organizational Requirements (Page 8 of RFP)	According to Section 4.5 of the RFP, the awarded Statewide Fiscal Intermediary (FI) will work with subcontractors and entities throughout the state. Is there a limit to the number of subcontractors that can be included in the bid?	See answer to Question #962
968	Subcontracting - Number	Section 5.7: Subcontracting (Pages 15-16 of RFP)	Is there any limit on the number of FI subcontractors that the Statewide FI may contract with? If so, what are the limits?	See answer to Question #962
969	Subcontracting - Number	Section 5.7: Subcontracting (Pages 15-16 of RFP)	The RFP states “Bidders may propose the use of subcontractors consistent with this section. The Department reserves the right to review to review and approve all subcontractor agreements.” How many subcontractors can the bidder propose? Must the bidder propose to use at least one subcontractor that is a service center for independent living and at least one subcontractor in each NYS DOH MLTC rate setting region?	See answer to Question #962
970	Subcontracting - Number	Section 4.0: Scope of Work (Page 5 of RFP)	Are there any limitations on the number and type of subcontractors, or the work that they can perform? If they are not an approved Medicaid provider, will the State approve their application in a timely manner?	See answer to Question #962

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 77 of 105 PageID #: 355

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
971	Subcontracting - Proposal	Section 3.0: Bidders Qualifications (Page 4 of RFP)	According to 42 CFR § 441.530 Home and Community-Based Setting, the setting must facilitate individual choice regarding services and supports, and who provides them. To facilitate choice, can additional subcontractors be included in the bid?	See answer to Question #962
972	Subcontracting - Number	Section 4.0: Scope of Work, Paragraph 1 (Page 5 of RFP)	Can the Department clarify whether the awarded SFI is required to subcontract with one (1) distinct entity per MLTC rate-setting region, totaling four (4) entities, or if the Department permits the awarded SFI to subcontract with a single entity to serve all four (4) MLTC rate-setting regions, totaling one (1) entity, provided that the entity meets the criteria of having a proven record of delivering services to individuals with disabilities and the senior population since January 1, 2012, as detailed in Attachment D?	At least one entity per rate setting region or at least four entities statewide.
973	Subcontracting - Number	Section 4.0: Scope of Work (Page 5 of RFP)	What is the minimum number of entities per NYS DOH MLTC rate setting region that the contractor must subcontract with?	At least one entity per rate setting region or at least four entities statewide.
974	Subcontracting - Number	Section 5.7: Subcontracting (Pages 15-16 of RFP)	If the SFI has to subcontract with the at least one ILS and one Managed Care Entity per region, how many FI's are eligible to receive the contract?	Only one contract will be awarded through the RFP. The awarded contractor may choose to subcontract with multiple entities consistent with the requirements for subcontracting outlined in the RFP.
975	Subcontracting - Number	Section 4.0: Scope of Work (Page 5 of RFP)	What does the requirement "subcontracting with at least one entity per NYS DOH MLTC rate setting region, as seen in Attachment D" mean?	The Statewide Fiscal Intermediary must subcontract with at least one entity in each of the regions outlined in Attachment D that meets the subcontracting requirements.
976	Subcontracting - Number	Section 5.7: Subcontracting (Pages 15-16 of RFP)	Will DOH require or allow the Statewide FI to provide consumers a choice of Subcontractors through which to facilitate FI services?	Subcontractors must meet any requirements as outlined in the RFP regarding the type or number of subcontractors. Otherwise, bidders have discretion in the subcontractors they choose to work with, subject to approval by the Department.
977	Subcontracting - Overseas	Section 4.8: Information Technology Requirements (Page 10 of RFP)	Given the heightened vulnerability of the healthcare sector to cybersecurity risks and the significant increase in cyber incidents, particularly ransomware attacks, tracked by the U.S. Department of Health and Human Services (HHS), will the Department of Health (DOH) allow the use of overseas call centers, consultants, or subcontractors to support the awarded Statewide Fiscal Intermediary (FI)?	All Data shall remain in the Continental United States {CONUS). Any Data stored, or acted upon, must be located solely in Data Centers in CONUS. Services which directly or indirectly access Data may only be performed from locations within CONUS.
978	Subcontracting - Overseas	Section 4.8: Information Technology Requirements (Page 10 of RFP)	Will the DOH review and approve the use of out-of-state administrative work to ensure compliance with cybersecurity standards and protect sensitive data? Per the NYS-P03-002 Information Security Policy, Section 4.4, Information Risk Management, risk assessments must include additional considerations when systems, services, or information will reside, or be accessed from, outside of the Contiguous United States (CONUS) to ensure compliance with relevant statutory, regulatory, and contractual requirements. Risk assessment results, and the decisions made based on these results, must be documented.	All Data shall remain in the Continental United States {CONUS). Any Data stored, or acted upon, must be located solely in Data Centers in CONUS. Services which directly or indirectly access Data may only be performed from locations within CONUS.
979	Subcontracting - Overseas	Section 4.8: Information Technology Requirements (Page 10 of RFP)	If the qualified bidder has provided statewide FI services in another state using overseas call centers or administrative services contracted to overseas entities, should this be disclosed in the response to the RFP? Additionally, what specific documentation or information should be included to ensure full transparency and compliance with NYSDOH requirements?	All Data shall remain in the Continental United States {CONUS). Any Data stored, or acted upon, must be located solely in Data Centers in CONUS. Services which directly or indirectly access Data may only be performed from locations within CONUS.
980	Subcontracting - Overseas	Section 5.7: Subcontracting (Pages 15-16 of RFP)	Is there any requirement that all subcontractor work must be performed in New York State, as outlined in Section 5.7 of the RFP?	All Data shall remain in the Continental United States {CONUS). Any Data stored, or acted upon, must be located solely in Data Centers in CONUS. Services which directly or indirectly access Data may only be performed from locations within CONUS.
981	Subcontracting - Overseas	Section 5.7: Subcontracting (Pages 15-16 of RFP)	If not any requirement that all subcontractor work must be performed in New York State, is there a percentage of work that must be performed in-state, as outlined in Section 5.7 of the RFP?	All Data shall remain in the Continental United States {CONUS). Any Data stored, or acted upon, must be located solely in Data Centers in CONUS. Services which directly or indirectly access Data may only be performed from locations within CONUS.
982	Subcontracting - Payment	Section 4.0: Scope of Work (Page 5 of RFP)	Are there any requirements regarding the rate to be paid to the independent living center subcontractor(s)?	Subcontracts and the amount to be paid to each subcontractor will be determined by negotiations between the contracted statewide fiscal intermediary and their approved subcontractors. The Department will not determine subcontract rates of payment.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 78 of 105 PageID #: 356

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
983	Subcontracting - Payment	Section 4.0: Scope of Work (Page 5 of RFP)	Are there any requirements regarding the rate to be paid to the NYS DOH MLTC rate setting region subcontractor(s)?	This will be negotiated between the Statewide FI and the subcontractor based upon services the Statewide FI chooses to delegate.
984	Subcontracting - Payment	Section 4.0: Scope of Work (Page 5 of RFP)	Are there any requirements regarding the rate to be paid to the NYS DOH MLTC rate setting region subcontractor(s)?	No. Subcontracting payment terms will be negotiated between the Statewide FI and the subcontractor.
985	Subcontracting - Payment	Section 5.7: Subcontracting (Pages 15-16 of RFP)	Is there any requirement for the single statewide FI to pay the subcontractors at their current Medicaid rates?	No.
986	Subcontracting - Payment	Section 4.0: Scope of Work (Page 5 of RFP)	Under Section 4.0, FISCAL INTERMEDIARY SCOPE OF WORK, does the bulleted phrase "Subcontracting to facilitate the delivery of fiscal intermediary services to each entity that is a service center for independent living under section 1121 of the New York State Education Law ("EDN")…" mean that service centers for independent living meeting this criteria will be able to continue to directly perform all of the fiscal intermediary (FI) services described in SSL § 365-f (4-a)(a)(ii), 18 NYCRR § 505.28(i) and 10 NYCRR § 766.11(c)-(d)?	Subcontractors will not be able to directly bill New York State for fiscal intermediary services nor will they be able to contract with managed care organizations or Local Departments of Social Services.
987	Subcontracting - Payment	Section 4.1: Required Fiscal Intermediary Services (Page 5 of RFP)	Is the FI contractor required to make vendor payments, i.e., supplies and equipment?	The contracted statewide fiscal intermediary is required to make payments to fulfill their contractual and sub contractual obligations.
988	Subcontracting - Payment	Section 4.6: Fiscal Monitoring and Oversight Requirements (Page 9 of RFP)	Will subcontractors be required to submit cost reports to the state?	No.
989	Subcontracting - Payment	Section 5.4: Payment (Page 12 of RFP)	Will DOH oversee the payment structure between the single FI and subsidiaries? Will DOH require that subsidiaries are paid a sum sufficient to cover their direct and administrative costs?	No. Payment for subcontracting is the responsibility of the Statewide Fiscal Intermediary.
990	Subcontracting - Payment	Section 5.7: Subcontracting (Pages 15-16 of RFP)	Do Subcontractors need to enroll in the Medicaid Program?	No.
991	Subcontracting - Payment	Section 5.7: Subcontracting (Pages 15-16 of RFP)	Will these records have to be submitted to the Statewide FI for billing, or will subcontractors bill for direct care services and process payroll for PAs?	Payments for subcontracting costs will be paid directly from the Statewide Fiscal Intermediary per the terms of the subcontract agreed upon between the two parties.
992	Subcontracting - Payment	Section 5.7: Subcontracting (Pages 15-16 of RFP)	How will subcontractors be compensated for costs associated with training and onboarding consumers?	Payments for subcontracting costs will be paid directly from the Statewide Fiscal Intermediary per the terms of the subcontract agreed upon between the two parties.
993	Subcontracting - Payment	Section 4.6: Fiscal Monitoring and Oversight Requirements, Bullet b) (Page 9 of RFP)	Will subcontractors use the same written fiscal procedures?	No, as the subcontractors will not be billing Medicaid.
994	Subcontracting - Proposal	Section 2.0: Overview and Important Information (Page 3 of RFP)	Will the single contract awarded under this RFP include identification of subcontractors as part of the award?	The proposal should provide sufficient information to demonstrate how the Statewide Fiscal Intermediary will fulfill the responsibilities outlined in the RFP including its plans for the RFP required subcontracting. Specific identification of the subcontractors or commitment of those subcontractors is not required at the time of proposal submission.
995	Subcontracting - Proposal	Section 5.7: Subcontracting (Pages 15-16 of RFP)	Please confirm that an applicant is not required to include any information about its subcontractors in the RFP submission.	See answer to Question #994
996	Subcontracting - Proposal	Section 5.7: Subcontracting (Pages 15-16 of RFP)	How should the specific qualifications, which are required for subcontractors to be approved by the Department of Health, be documented in the bid submission?	See answer to Question #994
997	Subcontracting - Proposal	Section 5.7: Subcontracting (Pages 15-16 of RFP)	Should the RFP include possible subcontractors if they were to be approved for SFI?	See answer to Question #994
998	Subcontracting - Proposal	General	What requirements are there for the bidder to specify the use of subcontractors (for any and all purposes such as language/cultural competence of staff and call center staff, EVV solutions, data analytics and other purposes) at a regional level?	See answer to Question #994
999	Subcontracting - Proposal	Section 2.1: Background Information (Page 3 of RFP)	Does the proposal from a prospective single statewide fiscal intermediary need to identify which regional subcontractors the single statewide fiscal intermediary will use? Is this different for independent living center subcontractors?	See answer to Question #994
1000	Subcontracting - Proposal	Section 2.1: Background Information (Page 3 of RFP)	What form of commitment must the prospective single statewide fiscal intermediary obtain from subcontractors as part of the bidding process? Is this different for independent living center subcontractors?	See answer to Question #994

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 79 of 105 PageID #: 357

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
1001	Subcontracting - Proposal	Section 2.1: Background Information (Page 3 of RFP)	Does this commitment need to be submitted as part of the application? Is this different for independent living center subcontractors? What happens if the subcontractors change?	See answer to Question #994
1002	Subcontracting - Proposal	Section 2.1: Background Information (Page 3 of RFP)	Is the identification of subcontractors in the application a material term for the contract? Is this different for independent living center subcontractors?	See answer to Question #994
1003	Subcontracting - Proposal	Section 2.1: Background Information (Page 3 of RFP) and Section 4.0: Scope of Work, Third Bullet (Page 5 of RFP)	We assume the subcontractor cited in this section are the same as the subcontractor requirement defined in RFP Proposal section 4.0, Bullet 3. Please confirm. If not, please elaborate on the requirement.	See answer to Question #994
1004	Subcontracting - Proposal	Section 2.1: Background Information (Page 3 of RFP)	How will the Statewide FI disclose/submit the subcontractors it will use to DOH?	See answer to Question #994
1005	Subcontracting - Proposal	Section 4.0: Scope of Work (Page 5 of RFP)	Will the selected FI be required to contract with the subcontractors it identifies in its offer?	See answer to Question #994
1006	Subcontracting - Proposal	Section 4.0: Scope of Work (Page 5 of RFP)	Will the Department make determinations regarding the competencies of subcontractors as a part of the RFP review process?	See answer to Question #994
1007	Subcontracting - Proposal	Section 4.0: Scope of Work (Page 5 of RFP)	Will the Department make determinations regarding the eligibility of subcontractors as part of the RFP review process?	See answer to Question #994
1008	Subcontracting - Proposal	Section 5.7: Subcontracting (Pages 15-16 of RFP)	Do Statewide FI bidders have to submit proposals for subcontracts with Centers for Independent Living and with eligible entities in each rate setting region as part of their bid? Is there a timeframe for the subcontracts with these entities to begin before the Statewide FI is in breach of contract with the DOH?	See answer to Question #994
1009	Subcontracting - Proposal	Attachment B: Bidder's Demonstration of Eligibility to Submit an Offer (Pages 29-30 of RFP)	Why does it include the statement "(check all that apply)" if 365-f requires the statewide FI to contract with centers for independent living and at least one other subcontractor for each rate setting region.	Attachment B is used to assist the Department in determining eligibility of the bidder and the proposal for evaluation.
1010	Subcontracting - Reporting	Section 5.7: Subcontracting (Pages 15-16 of RFP)	How will the DOH determine the level of performance of subcontractors?	The statewide fiscal intermediary may be required to report on the performance of subcontractors. Specific reporting requirements of the Statewide Fiscal Intermediary and its subcontractors will be determined at the time of contract execution.
1011	Subcontracting - Reporting	Section 2.1: Background Information (Page 3 of RFP)	What specific metrics will subcontractors have to report? Do the subcontractors have to report to the single FI or DOH? How will compliance be monitored?	See answer to Question #1010
1012	Subcontracting - Roles	Section 4.1: Required Fiscal Intermediary Services (Page 5 of RFP)	Will Centers for Independent Living be allowed to verify that the health status of each PA is assessed prior to service delivery? This is not a prohibited task in section 5.7.	Bidders will determine what services they subcontract outside of those services that can only be performed by the contractor.
1013	Subcontracting - Roles	Section 4.1: Required Fiscal Intermediary Services, Bullet e) (Page 5 of RFP)	Can subcontractors serve as the employer of record for personal assistants?	No. Only the statewide fiscal intermediary will be an employer of record for the personal assistant.
1014	Subcontracting - Roles	Section 4.1: Required Fiscal Intermediary Services (Page 5 of RFP)	Will service centers for independent living be permitted to enter into Department approved memoranda of understanding with Consumers?	No. Only the statewide fiscal intermediary will enter into memoranda of understanding with consumers.
1015	Subcontracting - Roles	Section 4.1: Required Fiscal Intermediary Services (Page 5 of RFP)	Will Centers for Independent Living be allowed to process income tax and other required wage withholdings? This is not a prohibited task in section 5.7.	No. Only the statewide fiscal intermediary will process income tax and other required wage withholdings.
1016	Subcontracting - Roles	Section 5.7: Subcontracting (Pages 15-16 of RFP)	Can the subcontractor perform billing and payroll services on behalf of the Statewide FI?	Prohibited subcontractor responsibilities are outlined in Section 5.7 of the RFP.
1017	Subcontracting - Roles	Section 3.1: Minimum Qualifications (Page 4 of RFP)	Are Independent Living Center's full FI's that can bill, process payroll, contract with MCO's, and obtain our own insurance benefits?	See answer to Question #1016

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 80 of 105 PageID #: 358

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
1018	Subcontracting - Roles	Section 4.1: Required Fiscal Intermediary Services (Page 5 of RFP)	Required fiscal intermediary services include processing wages and benefits for each personal assistant (PA), including establishing the amount of each PA's wages. In Section 5.7, subcontractors are expressly forbidden to set wages and establish benefits for PAs, this section does not forbid other aspects of processing wages and benefits. Will Centers for Independent Living be allowed to process wages and benefits within the established parameters? If not, and the state is choosing to eliminate this option, which preserves some level of consumer choice, how does the state intend to ensure that problems with an SFI will not happen in New York?	See answer to Question #1016
1019	Subcontracting - Roles	Section 4.1: Required Fiscal Intermediary Services (Page 5 of RFP)	Will Centers for Independent Living be permitted to monitor the consumer's or designated representative's ability to fulfill their responsibilities, and will subcontractors be permitted to have direct contact with the authorizing entity to report concerns? This is not a prohibited task in Section 5.7.	See answer to Question #1016
1020	Subcontracting - Roles	Section 4.1: Required Fiscal Intermediary Services (Page 5 of RFP)	Will Centers for Independent Living be able to contact funders to obtain authorizations or reauthorizations for consumers? Section 5.7 prohibits subcontractors from maintaining records but allows them to maintain copies and duplicates.	See answer to Question #1016
1021	Subcontracting - Roles	Section 4.0: Scope of Work (Page 5 of RFP)	Besides the items a subcontractor cannot directly perform as listed in Section 5.7 of the RFP, are there any limitations on the extent to which the awarded Statewide Fiscal Intermediary can subcontract its responsibility for the delivery of fiscal intermediary services to consumers receiving CDPAS as defined in Part HH of Chapter 57 of the Laws of 2024? In other words, can the awarded Statewide Fiscal Intermediary subcontract all of its responsibilities other than those items listed in Section 5.7 of the RFP that a subcontractor cannot perform directly?	See answer to Question #1016
1022	Subcontracting - Roles	General	Could a subcontractor process payroll on behalf of the FI?	See answer to Question #1016
1023	Subcontracting - Roles	Section 5.7: Subcontracting (Pages 15-16 of RFP)	The RFP states that "Subcontractors may provide services and support functions that assist or enable the Awarded Statewide FI to perform FI services." What are examples of services and supports that may be provided by the Subcontractors? Are there any prohibitions or limitations?	See answer to Question #1016
1024	Subcontracting - Roles	Section 5.7: Subcontracting (Pages 15-16 of RFP)	The RFP states what a subcontractor cannot do. What are the roles and responsibilities of a subcontractor?	See answer to Question #1016
1025	Subcontracting - Roles	Section 5.7: Subcontracting (Pages 15-16 of RFP)	Can you provide a comprehensive list of activities subcontractors are prohibited from performing?	See answer to Question #1016
1026	Subcontracting - Roles	General	What is the Department's vision of the roles of any subcontractor used on this project, including service centers for independent living? In other words, what tasks would such subcontractors assume on behalf of the FI?	See answer to Question #1016
1027	Subcontracting - Roles	Section 5.7: Subcontracting (Pages 15-16 of RFP)	May a subcontractor provide payroll services?	See answer to Question #1016
1028	Subcontracting - Roles	Section 5.7: Subcontracting (Pages 15-16 of RFP)	Are subcontractors permitted to process payroll and billing?	See answer to Question #1016
1029	Subcontracting - Roles	Section 5.7: Subcontracting (Pages 15-16 of RFP)	May a subcontractor maintain PA records such as timesheets should it be deemed that a subcontractor can provide payroll services?	See answer to Question #1016
1030	Subcontracting - Roles	Section 5.7: Subcontracting (Pages 15-16 of RFP)	Can subcontractors perform other fundamental tasks/activities, such as those involving customer service and payroll processing?	See answer to Question #1016
1031	Subcontracting - Roles	Section 5.7: Subcontracting (Pages 15-16 of RFP)	The RFP restricts services subcontractors can perform. Please validate what services listed in 4.1 (FI required services) a subcontractor can be delegated and which services cannot be delegated.	See answer to Question #1016
1032	Subcontracting - Roles	Section 5.7: Subcontracting (Pages 15-16 of RFP)	Section 5.7 paragraph 5 Will subcontractors be allowed to handle onboarding (hiring) tasks for PAs?	See answer to Question #1016
1033	Subcontracting - Roles	Section 4.1: Required Fiscal Intermediary Services (Page 5 of RFP)	Will Centers for Independent Living be allowed to verify that the health status of each PA is assessed prior to service delivery? This is not a prohibited task in section 5.7.	See answer to Question #1016

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 81 of 105 PageID #: 359

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
1034	Subcontracting - Roles	Section 4.0: Scope of Work (Page 5 of RFP)	What specific subcontracting requirements will be required under the RFP?	See answer to Question #1016
1035	Subcontracting - Roles	Section 5.7: Subcontracting (Pages 15-16 of RFP)	Under Section 5.7, titled "Subcontracting," it states that subcontractors are not to "maintain personnel records for each PA and maintain records for consumer service authorization or plan of care." Are subcontractors permitted to onboard consumers and PAs by obtaining initial documentation?	See answer to Question #1016
1036	Subcontracting - Roles	Section 5.7: Subcontracting (Pages 15-16 of RFP)	When can we expect to have more information on the requirement and allowable tasks of subcontractors?	See answer to Question #1016
1037	Subcontracting - Roles	Section 5.7: Subcontracting (Pages 15-16 of RFP)	While identifying "Subcontracting to facilitate the delivery of fiscal intermediary services to each entity that is a service center for independent living under section 1121 of the New York State Education Law ("EDN") and has been providing fiscal intermediary services since January 1, 2024, or earlier" (Item 4.0, Page 5) in the section relating to subcontracting (Section 5.7, Page 15) The RFP forbids FI activities that were intended for IL Centers to continue to perform. What are the expectations for independent living centers to perform as an FI, if prohibited to perform backroom activities?	See answer to Question #1016
1038	Subcontracting - Roles	Section 4.1: Required Fiscal Intermediary Services (Page 5 of RFP)	Will all PAs be expected to be hired only through the Statewide FI, or will PAs be able to be hired through subcontractors?	While subcontractors may be able to assist the statewide fiscal intermediary with hiring of personal assistants, only the contracted statewide fiscal intermediary will be the employer of record for all personal assistants and the only entity who is able to bill for fiscal intermediary services through the State's Medicaid management information system (MMIS).
1039	Subcontracting - Roles	Section 5.7: Subcontracting (Pages 15-16 of RFP)	22. Under Section 5.7 Subcontractors, a paragraph reads: "Subcontractors may provide services and support functions that assist or enable the Awarded Statewide FI to perform FI services. Subcontractors may NOT directly perform any of the following: • enter into a contract for the provision of fiscal intermediary services with the Department;• set wages and establishing benefits for personal assistants (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". Does this apply to an entity that is a service center for independent living under section 1121 of the New York State Education Law ("EDN")?	Only the contracted statewide fiscal intermediary may perform the duties as outlined in the question.
1040	Subcontracting - Roles	Section 4.0: Scope of Work (Page 5 of RFP)	Can the Department provide clear guidelines on the subcontracting requirements that will be enforced under this RFP?	Refer to RFP Sections 4 and 5.7 for program requirements.
1041	Subcontracting - Roles	Section 4.0: Scope of Work, Paragraph 1 (Page 5 of RFP)	If an awarded Statewide Fiscal Intermediary (SFI) selects a subcontractor for one of the four MLTC regions to meet the State's subcontracting requirement, will that subcontracting entity be restricted to serving only within their specific region, or will the State permit the subcontractor to serve consumers across all regions if the SFI so chooses? This question seeks clarification on whether the SFI requirement to subcontract with at least one entity per NYS DOH MLTC rate-setting region imposes any geographical restrictions on the subcontractor's ability to perform delegated fiscal intermediary services beyond their designated region.	Subcontracting arrangements are at the discretion of the Statewide Fiscal Intermediary provided they meet the requirements as outlined in the RFP. Subcontractors are subject to the approval of the Department.
1042	Subcontracting - Roles	Section 4.0: Scope of Work (Page 5 of RFP)	Under Section 4.0, FISCAL INTERMEDIARY SCOPE OF WORK, does the bulleted phrase "Subcontracting to facilitate the delivery of fiscal intermediary services to each entity…" mean something different than the term "Subcontracting" used in the bullet that follows within the same section? If so, please explain the distinction.	These bullets outline the requirements potential subcontractors must meet to be an eligible subcontracting entity.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 82 of 105 PageID #: 360

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
1043	Subcontracting - Roles	Section 4.5: Fiscal Intermediary Organizational Requirements (Page 8 of RFP)	Will the Statewide FI and/or its subcontractors be required to have a physical establishment within a certain region?	The Department has not defined timely delivery of services as it relates to maintaining a local presence in each of the outlined rate regions. The bidder should demonstrate in its Technical Proposal how they plan to maintain a local presence that allows for the timely delivery of services. How the bidder, through its own means or those of a subcontractor, meets this requirement is at the bidder's discretion and should be described in the Technical Proposal.
1044	Subcontracting - Roles	Section 4.6: Fiscal Monitoring and Oversight Requirements, Bullet a) (Page 9 of RFP)	Are subcontractors required to complete cost reporting?	No.
1045	Subcontracting - Roles	Section 5.7: Subcontracting (Pages 15-16 of RFP)	Regarding the list of items that subcontractors may not perform under the scope of this engagement, the State indicates that FI subcontractors may not enter into FI-related contracts with managed care organizations. Please confirm that this restriction relates only to the FI scope of work contained within this RFP.	Entities may not enter into contracts with managed care plans for fiscal intermediary services.
1046	Subcontracting - Roles	Section 5.7: Subcontracting (Pages 15-16 of RFP)	Section 5.7 specifies that subcontractors may not appear at workers' compensation, disability or unemployment hearings. Would this restriction also apply to court cases, administrative hearings or other proceedings where the subcontractor is named explicitly?	No. This provision applies to "workers compensation, disability, or unemployment hearings."
1047	Subcontracting - Roles	Section 5.7: Subcontracting (Pages 15-16 of RFP)	Will DOH allow the single FI to contractually transfer joint employer risk to subcontractors? Will DOH allow indemnification provisions in subcontracts related to this risk?	Only the Statewide Fiscal Intermediary will be allowed as the joint employer of the personal assistant.
1048	Subcontracting - Selection	Section 5.7: Subcontracting (Pages 15-16 of RFP)	The RFP requires the Statewide Fiscal Intermediary to consider compliance with federal and state laws in selecting subcontractors. Will the Department provide a specific list of eligible subcontractors, or will the Statewide Fiscal Intermediary have full discretion in making these selections?	Subcontracting arrangements are at the discretion of the Statewide Fiscal Intermediary provided they meet the requirements as outlined in the RFP. Subcontractors are subject to the approval of the Department.
1049	Subcontracting - Selection	Section 2.1: Background Information (Page 3 of RFP)	How will official subcontractor selection by the Statewide FI be communicated to the Department?	Per SSL 365-f, subcontractors are required to register with the Department. The specifics of the registration process have not yet been determined.
1050	Subcontracting - Selection	Section 2.1: Background Information (Page 3 of RFP)	Will subcontracts have to be in place before the contract between the Department and the Statewide FI is executed?	No.
1051	Subcontracting - Selection	Section 5.7: Subcontracting (Pages 15-16 of RFP)	Can the State share the evaluation criteria for subcontractor review and approval?	The specific components of the Department's evaluation will not shared with the bidding community.
1052	Subcontracting - Selection	Section 5.7: Subcontracting (Pages 15-16 of RFP)	Given that recent FOIL requests from various entities seeking a list of eligible subcontractors or Fiscal Intermediaries operating prior to January 1, 2012, have resulted in the Department stating that such a list does not exist and that these records could not be located, how will the Department accurately determine which entities qualify as eligible subcontractors? Does the Department currently possess information on eligible subcontractors, and if so, can it provide a comprehensive list to ensure transparency and fairness in the selection process? How will the Department ensure that all potential subcontractors are fairly considered and that the selection process is conducted without bias or with lack of appropriate records/information?	This question is not relevant to the development of a proposal under this RFP.
1053	Subcontracting - Selection	Section 5.7: Subcontracting (Pages 15-16 of RFP)	The RFP, in contrast to the RFP repealed in the SFY 2025 budget, does not provide information about the application process to become a subcontractor under a single fiscal intermediary applicant. Can you please clarify the process or justification for its absence?	This question is not relevant to the development of a proposal under this RFP.
1054	Subcontracting - Selection	Section 5.7: Subcontracting (Pages 15-16 of RFP)	The RFP says DOH must approve any subcontracting arrangements and can make a contingent award pending DOH review and approval of subcontracting agreements in its sole discretion. Because the bids may be highly dependent on the selected subcontractor(s), are there factors DOH will use to evaluate the appropriateness of subcontractors so that the bidder can evaluate potential subcontractors with such criteria in mind?	Per SSL 365-f, subcontractors are required to register with the Department. The specifics of the registration process have not yet been determined.
1055	Subcontracting - Selection	Section 5.7: Subcontracting (Pages 15-16 of RFP)	If a subcontractor is specified within the successful bidder's proposal but subsequently fails to obtain Departmental approval, how will this discrepancy between the awarded Statewide FI's agreed-upon contract (including their proposal) be navigated and amended?	This question is not relevant to the development of a proposal under this RFP.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 83 of 105 PageID #: 961

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
1056	Subcontracting - Selection	Section 5.7: Subcontracting (Pages 15-16 of RFP)	What is the timeline for the Single FI awardee to show proof of subcontracting agreements after the award date?	This question is not relevant to the development of a proposal under this RFP.
1057	Subcontracting - Selection	Section 5.7: Subcontracting (Pages 15-16 of RFP)	What are the criteria for evaluating and approving subcontractor agreements?	The specific components of the Department's evaluation will not be shared with the bidding community. The subcontractor agreement approval process is not relevant to the development of a proposal under this RFP.
1058	Subcontracting - Selection	Section 5.7: Subcontracting (Pages 15-16 of RFP)	What process will be established by DOH for regional subcontractor review, interview, subcontractor RFP completion for establishment of qualification and selection by the Single FI awardee?	This question is not relevant to the development of a proposal under this RFP.
1059	Subcontracting - Selection	Section 5.7: Subcontracting (Pages 15-16 of RFP)	What role will DOH play in selection of regional subcontractors?	This question is not relevant to the development of a proposal under this RFP.
1060	Subcontracting - Selection	Section 5.7: Subcontracting (Pages 15-16 of RFP)	What role will labor play in selection of regional subcontractors?	This question is not relevant to the development of a proposal under this RFP.
1061	Subcontracting - Selection	Section 5.7: Subcontracting (Pages 15-16 of RFP)	What process and criteria will DOH use to review and approve subcontracts? Can a subcontractor invoke DOH review of proposed subcontract terms? What terms will DOH require subcontracts to contain? What terms will DOH prohibit from subcontracts? What period of time will DOH require subcontracts to cover? What subcontract termination provisions will DOH require or approve? What subcontract renewal provisions will DOH require or approve? Under what conditions or terms may a single FI add, change or remove subcontractors? What criteria or process will the DOH utilize to respond to a single FI's request to the Department to add, change or remove subcontractors? What due process rights are afforded to a subcontractor that is subject to removal based on the Department's reservation of rights?	The specific components of the Department's evaluation will not be shared with the bidding community. The subcontractor agreement approval process is not relevant to the development of a proposal under this RFP.
1062	Subcontracting - Selection	Section 5.7: Subcontracting (Pages 15-16 of RFP)	This section states that the "Department will work with the awarded Statewide FI to review and approve subcontractor arrangements . . ." Please clarify what that means. Will the Department be approving the agreements between the awarded Statewide Fiscal Intermediary and its subcontractors? If so, what will that approval process entail and please list all criteria that will be used for review and approval. Similarly, separate from the subcontracts, will the Department be approving subcontractors? If so, what will that approval process entail and please list all criteria that will be used for review and approval.	The specific components of the Department's evaluation will not be shared with the bidding community. The subcontractor agreement approval process is not relevant to the development of a proposal under this RFP.
1063	Taxes	Section 6.3: Cost Proposal (Pages 24-25 of RFP)	Are there specific corporate tax considerations for businesses participating in this RFP?	Bidders should consult their own tax advisement professional for this question.
1064	Taxes	Section 6.3: Cost Proposal (Pages 24-25 of RFP)	Will the Statewide FI be required to pay the Gross Receipt Tax?	Bidders should consult their own tax advisement professional for this question.
1065	Taxes	Section 6.3: Cost Proposal (Pages 24-25 of RFP)	Should corporate taxes anticipated to be paid by the Statewide FI be included in the Administrative Cost proposal?	Bidders should consult their own tax advisement professional for this question.
1066	Training	Section 4.1: Required Fiscal Intermediary Services, Bullet e) (Page 5 of RFP)	Does the responsibility to complete training requirements for the PA fall to the Statewide FI or to the consumer?	Specific training related to the personal assistant's ability to carry out the tasks for the consumer based on the plan of care will continue to be the responsibility of the consumer. Other training as may be standardized and required by the Department would be the responsibility of the Statewide Fiscal Intermediary, to be carried out by it and/or its subcontractors. The implementation and specifics of any standardized training for personal assistants are still being determined.
1067	Training	General	What are the specific training requirements for staff to ensure compliance with the Department's standards and policies?	See answer to Question #1066
1068	Training	General	I understand that the PA may need mandated trainings. Will these new trainings include or require skilled tasks such as tube feedings, injections, etc? Is this something that is being provided and paid for by the DOH?	See answer to Question #1066
1069	Training	Section 2.1: Background Information (Page 3 of RFP)	How will the Department ensure that services to support and educate consumers are satisfactorily provided, and how will compliance be tracked?	See answer to Question #1066

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 84 of 105 PageID #: 362

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
1070	Training	Section 2.1: Background Information (Page 3 of RFP)	The statute (SOS § 365-f) emphasizes the provision of support and education to consumers and personal assistants, including peer support, which is not detailed in the regulation (18 NYCRR 505.28). How will the Department ensure that these support and educational services are provided, and what specific criteria will be used to evaluate compliance?	See answer to Question #1066
1071	Training	Section 4.1: Required Fiscal Intermediary Services, Bullet b) (Page 5 of RFP)	FI services shall not include fulfillment of training. If training and other requirements are established pursuant to authority granted in the NYS 24-25 Budget language, what party will be responsible for complying with and funding such training or other requirements? If PAs are required to participate in training, the time in training would be a cost under FLSA.	See answer to Question #1066
1072	Training	Section 4.1: Required Fiscal Intermediary Services, Bullet e) (Page 5 of RFP)	Does the training requirements for the PA fall to the Statewide FI or to the consumer?	See answer to Question #1066
1073	Training	Section 4.1: Required Fiscal Intermediary Services, Bullet b) (Page 5 of RFP)	Will the consumer be required to cover specific topics of training?	See answer to Question #1066
1074	Training	Section 4.1: Required Fiscal Intermediary Services, Bullet e) (Page 5 of RFP)	What will be covered in the training of PAs?	See answer to Question #1066
1075	Training	Section 4.1: Required Fiscal Intermediary Services, Bullet e) (Page 5 of RFP)	How long will the training take for completion?	See answer to Question #1066
1076	Training	Section 4.1: Required Fiscal Intermediary Services, Bullet e) (Page 5 of RFP)	Will the training occurred before or after the background check?	See answer to Question #1066
1077	Training	Section 4.1: Required Fiscal Intermediary Services, Bullet e) (Page 5 of RFP)	Can you provide details on the mandatory training programs for personal assistants and how the Statewide FI should manage this training?	See answer to Question #1066
1078	Training	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements, Bullet h) (Pages 7-8 of RFP)	What training requirements apply to PAs?	See answer to Question #1066
1079	Training	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements, Bullet h) (Pages 7-8 of RFP)	May the selected FI establish PA training standards?	See answer to Question #1066
1080	Training	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements, Bullet h) (Pages 7-8 of RFP)	May the selected FI review whether a PA meets those training standards?	See answer to Question #1066
1081	Training	Section 4.1: Required Fiscal Intermediary Services, Bullet e) (Page 5 of RFP)	4.1.e states the FI must also maintain records of completed training requirements. What training requirements are required for PAs in the CDPAP program?	See answer to Question #1066
1082	Training	Section 4.1: Required Fiscal Intermediary Services (Page 5 of RFP)	Section 4.1 (e) refers to completed training requirements for PAs. What training requirements are being referenced?	See answer to Question #1066
1083	Training	Section 4.1: Required Fiscal Intermediary Services (Page 5 of RFP)	Who is responsible for executing the training for PAs? What steps are being taken to ensure that any training requirements do not further bottleneck the availability of services?	See answer to Question #1066

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 85 of 105 PageID #: 363

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
1084	Training	Section 4.1: Required Fiscal Intermediary Services, Bullet b) (Page 5 of RFP)	The responsibility of consumer to "train" is in conflict with the obligations of the requirements of 4.1 (e) which calls for the Statewide FI to "train" the PA. Which obligation to "train" takes priority?	See answer to Question #1066
1085	Training	Section 4.1: Required Fiscal Intermediary Services, Bullet j) (Page 5 of RFP)	This requirement is very open ended. Can bidders assume that new or expanded regulations by either the DOH Commissioner or CMS will be handled with a change management request?	See answer to Question #1066
1086	Training	Section 4.1: Required Fiscal Intermediary Services, Bullet a) (Page 5 of RFP)	Are there specific training materials or orientation processes that the Department recommends or requires for personal assistants, as outlined in Section 4.1 of the RFP?	See answer to Question #1066
1087	Training	Section 4.1: Required Fiscal Intermediary Services, Bullet b) (Page 5 of RFP)	The responsibility of consumer to "train" is in conflict with the obligations of the requirements of 4.1 (e) which calls for the Statewide FI to "train" the PA. Which obligation to "train" takes priority?	See answer to Question #1066
1088	Training	Section 4.1: Required Fiscal Intermediary Services (Page 5 of RFP)	"Fiscal Intermediaries are not responsible for, and fiscal intermediary services shall not include fulfillment of the responsibilities of the consumer. Responsibilities of the consumer (or designated representative) include: b) Training, scheduling and supervising PAs including arranging and scheduling substitute coverage when a PA is temporarily unavailable for any reason;" If awarded and the entity does provide annual training to the PA, what are the repercussions to the entity?	See answer to Question #1066
1089	Training	Section 4.1: Required Fiscal Intermediary Services, Bullet b) (Page 5 of RFP)	How will conflicts preamble between the different trainings?	See answer to Question #1066
1090	Training	Section 4.1: Required Fiscal Intermediary Services, Bullet e) (Page 5 of RFP)	CDPA's under current requirements did not need to be certified or background checked under DOH requirements. Please clarify "where applicable" the need for training or background checks.	See answers to Questions #1066 and #36
1091	Training	Section 4.1: Required Fiscal Intermediary Services, Bullet e) (Page 5 of RFP)	RFP Section 4.1 Paragraph 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), as well as documentation, where applicable, of completed background checks and completed training requirements:" Please clarify the meaning of background checks as currently the only requirement is the Medicaid Exclusion List check. Please clarify the training requirements as currently they include TB education and Sexual Harassment – is there other mandatory training?	See answers to Questions #1066 and #36
1092	Training	Section 2.1: Background Information (Page 3 of RFP)	Can you provide more detailed definitions of "consumer peer support" and "education and training" as required services, as outlined in Section 2.1 of the RFP?	See answers to Questions #1066 and #729
1093	Training	Section 4.1: Required Fiscal Intermediary Services (Page 5 of RFP)	Does the FI contractor have responsibilities for consumer training other than use of their EVV application use? If so, please define the responsibilities.	See answer to Question #1066. The Statewide Fiscal Intermediary is responsible for training consumers and personal assistants on the use of the chosen EVV system.
1094	Training	Section 4.1: Required Fiscal Intermediary Services, Bullet b) (Page 5 of RFP)	Will payment for training be provided to the potential PA be covered by the statewide FI?	See answer to Question #1066. The cost of training not yet determined should not be factored into a bidder's cost proposal.
1095	Training	Section 4.1: Required Fiscal Intermediary Services, Bullet b) (Page 5 of RFP)	If payment for training is available, how much?	See answer to Question #1066. The cost of training not yet determined should not be factored into a bidder's cost proposal.
1096	Training	Section 4.1: Required Fiscal Intermediary Services, Bullet b) (Page 5 of RFP)	Is payment for training paid by the hour?	See answer to Question #1066. The cost of training not yet determined should not be factored into a bidder's cost proposal.
1097	Training	Section 4.1: Required Fiscal Intermediary Services, Bullet b) (Page 5 of RFP)	Will the consumer need to get permission to use payment for training?	See answer to Question #1066. The cost of training not yet determined should not be factored into a bidder's cost proposal.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 86 of 105 PageID #: 364

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
1098	Training	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements, Bullet h) (Pages 7-8 of RFP)	Will the selected FI be required to compensate PAs for any time spent training?	See answer to Question #1066. The cost of training not yet determined should not be factored into a bidder's cost proposal.
1099	Training	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements, Bullet h) (Pages 7-8 of RFP)	If the selected FI is required to compensate PAs for any time spent training, will the Department reimburse the selected FI for any time spent training?	See answer to Question #1066. The cost of training not yet determined should not be factored into a bidder's cost proposal.
1100	Training	Section 4.1: Required Fiscal Intermediary Services, Bullet e) (Page 5 of RFP)	Will the new statewide FI assume liability for any injuries which occur as a result of information presented in PA training?	The selected bidder will be responsible for complying with all applicable laws, rules, and regulations, both state and federal and will be subject to the corresponding applicable sanctions and penalties. Each bidder should consult with its advisors to determine legal obligations and liabilities under the contract.
1101	Transition	Section 4.10: Transition Requirements, Paragraph 2 (Page 11 of RFP)	If additional unanticipated costs are incurred during the transition to the Statewide FI, what measures will be implemented by the Department to ensure programmatic availability and sustainability for existing program users?	See Amendment #3 to the RFP. A Transition Cost PMPM has been included in the Cost Proposal Form. No other costs outside those in the revised Cost Proposal will be allowed.
1102	Transition	Section 4.10: Transition Requirements (Page 11 of RFP)	Will the Department provide any funding for the transition from current FIs to the awarded contractor?	See Amendment #3 to the RFP.
1103	Transition	Section 4.1: Required Fiscal Intermediary Services, Bullet e) (Page 5 of RFP)	Who will bear the costs of those records transfers?	See Amendment #3 to the RFP.
1104	Transition	Section 4.10: Transition Requirements, Paragraph 1 (Page 11 of RFP)	Section 4.10 details the transition period at the end of the contract, but there is not mention of a transition period towards a Single FI. Who is responsible for the transition costs of moving towards a Single FI?	See Amendment #3 to the RFP.
1105	Transition	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	How will the Department assess and verify that an SFI with out-of-state experience possesses the necessary expertise and infrastructure to seamlessly transition into providing New York-specific fiscal intermediary services, which include unique statutory and regulatory requirements?	Bidders will be expected to understand and comply with New York's rules and regulations for Fiscal Intermediary services.
1106	Transition	Section 1.0: Calendar of Events (Page 3 of RFP)	If the contract with the statewide FI begins October 1, 2024, when will consumers and PA's be transitioned to the statewide FI from current FIs?	Upon selection of a vendor, the Department will work with the contracted statewide fiscal intermediary, managed care plans, Local Departments of Social Services, and other stakeholders to develop and implement a transition plan and timeline to ensure all consumers and personal assistants are transitioned seamlessly to the new fiscal intermediary including, but not limited to, the transfer of personal assistant documentation.
1107	Transition	General	When will the Department meet with providers, advocates, and consumers to discuss this transition?	See answer to Question #1106
1108	Transition	Section 1.0: Calendar of Events (Page 3 of RFP)	If the selected FI is not responsible for contacting each Consumer, who will contact the Consumer and/or Personal Assistant?	See answer to Question #1106
1109	Transition	Section 1.0: Calendar of Events (Page 3 of RFP)	What is the projected date for the FI services to go live statewide, i.e. what is the project implementation schedule?	See answer to Question #1106
1110	Transition	Section 1.0: Calendar of Events (Page 3 of RFP)	Will the selected FI be responsible for providing any required notices to current Consumers and, if so, when will these notices be provided?	See answer to Question #1106
1111	Transition	Section 1.0: Calendar of Events (Page 3 of RFP)	Will the selected FI be responsible for contacting each Consumer and/or Personal Assistant?	Yes. See answer to Question #1106
1112	Transition	Section 1.0: Calendar of Events (Page 3 of RFP)	Will the Department of Health (hereinafter "Department of Health" or "Department") make available a list of current Consumers and/or Personal Assistants to the awardee and, if so, when will such list(s) be made available?	See answer to Question #1106
1113	Transition	Section 1.0: Calendar of Events (Page 3 of RFP)	What process does the state plan to use to facilitate system transition and administrative onboarding? By what date is the Bidder expected to be fully operational?	See answer to Question #1106

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 87 of 105 PageID #: 365

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
1114	Transition	Section 1.0: Calendar of Events (Page 3 of RFP)	What does the October 1st award date mean for existing FI's?	See answer to Question #1106
1115	Transition	Section 1.0: Calendar of Events (Page 3 of RFP)	What is the timeline once the contract is awarded to transition existing FIs and consumers to this model?	See answer to Question #1106
1116	Transition	Section 1.0: Calendar of Events (Page 3 of RFP)	What is the expected timeline from the contract start date to the program start date?	See answer to Question #1106
1117	Transition	Section 1.0: Calendar of Events (Page 3 of RFP)	When will the transition of CDPAP consumers from current FIs to the awarded Statewide FI begin? Could you please provide the specific date?	See answer to Question #1106
1118	Transition	Section 1.0: Calendar of Events (Page 3 of RFP)	Will the transition of consumers to the awarded Statewide FI begin in October 2024?	See answer to Question #1106
1119	Transition	Section 1.0: Calendar of Events (Page 3 of RFP)	Social Services Law § 365-f(4-a-1)(a) states, "Except for the statewide fiscal intermediary and its subcontractors, as of April first, two thousand twenty-five, no entity shall provide, directly or through contract, fiscal intermediary services." If the start date of the contract for the awarded Statewide Fiscal Intermediary is October 1, 2024, as the Department anticipates, can entities currently performing FI services in New York State which are not the Statewide Fiscal Intermediary or one of its subcontractors continue to provide fiscal intermediary services in New York State up to March 31, 2025?	See answer to Question #1106
1120	Transition	Section 1.0: Calendar of Events (Page 3 of RFP)	What guardrails have been put in place to prevent any gap in services during this transition period?	See answer to Question #1106
1121	Transition	Section 2.1: Background Information, Paragraph 3 (Page 3 of RFP)	The statute New York Consolidated Laws, Social Services Law, SOS § 365-f stipulates that aside from the selected Statewide FI and its subcontractors, no entity shall provide fiscal intermediary services in New York State as of April 1, 2025. Will the Department provide a formal transition plan following the Statewide FI award decision to facilitate the program's transition by this specified date?	See answer to Question #1106
1122	Transition	Section 2.1: Background Information (Page 3 of RFP)	How will the disruptions in services and potential job losses be avoided?	See answer to Question #1106
1123	Transition	Section 2.1: Background Information (Page 3 of RFP)	How will the Department mitigate disruptions in services and potential job losses?	See answer to Question #1106
1124	Transition	Section 2.3: Term of the Agreement and Termination Provisions (Page 4 of RFP)	How will consumers/PAs be transitioned and to what entity if DOH terminates the contract with the single FI?	See answer to Question #1106
1125	Transition	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	Knowing that entities performing services in other states mainly administer similar programs as a Fiscal/Employer Agent (F/EA), which includes establishing the consumer with their own, unique and separate Employer Identification Number (EIN), how will the Department ensure that such an SFI fully comprehends and complies with the nuanced responsibilities and regulatory framework that are specific to New York State's CDPA program, thereby avoiding potential discrepancies and disruptions in service delivery to New York consumers?	See answer to Question #1106
1126	Transition	Section 4.1: Required Fiscal Intermediary Services, Bullet a) (Page 5 of RFP)	Are current FIs obligated to provide PA documentation regarding wages and benefits to the awarded FI?	See answer to Question #1106
1127	Transition	Section 4.1: Required Fiscal Intermediary Services, Bullet d) (Page 5 of RFP)	Are current FIs obligated to provide PA documentation regarding health status (for example, certificates of immunization, annual health status assessment) to the awarded FI?	See answer to Question #1106
1128	Transition	Section 4.1: Required Fiscal Intermediary Services, Bullet d) (Page 5 of RFP)	Do existing PAs have health assessments, and will those health assessments be transferred to the new fiscal intermediary?	See answer to Question #1106

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 88 of 105 PageID #: 366

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
1129	Transition	Section 4.1: Required Fiscal Intermediary Services, Bullet e) (Page 5 of RFP)	Do current FIs maintain personnel records for each PA? If yes, will those records transfer to the new fiscal intermediary?	See answer to Question #1106
1130	Transition	Section 4.1: Required Fiscal Intermediary Services, Bullet e) (Page 5 of RFP)	What is the process for this transfer?	See answer to Question #1106
1131	Transition	Section 4.1: Required Fiscal Intermediary Services, Bullet e) (Page 5 of RFP)	Will current fiscal intermediaries be required to transfer such records?	See answer to Question #1106
1132	Transition	Section 4.1: Required Fiscal Intermediary Services, Bullet e) (Page 5 of RFP)	Will the state ensure that the SFI will receive existing PAs' employment history and qualifications from current FI agencies?	See answer to Question #1106
1133	Transition	Section 4.1: Required Fiscal Intermediary Services, Bullet f) (Page 5 of RFP)	Do current FIs maintain consumer records for each consumer? If yes, will those records transfer to the new fiscal intermediary?	See answer to Question #1106
1134	Transition	Section 4.1: Required Fiscal Intermediary Services, Bullet f) (Page 5 of RFP)	What happens if a consumer does not provide an appropriate HIPAA authorization to transfer records?	See answer to Question #1106
1135	Transition	Section 4.1: Required Fiscal Intermediary Services, Bullet f) (Page 5 of RFP)	Do current FIs maintain copies of service authorizations or reauthorizations?	See answer to Question #1106
1136	Transition	Section 4.1: Required Fiscal Intermediary Services, Bullet f) (Page 5 of RFP)	If current FIs maintain copies of service authorizations or reauthorizations, will those records transfer to the new fiscal intermediary?	See answer to Question #1106
1137	Transition	Section 4.1: Required Fiscal Intermediary Services, Bullet f) (Page 5 of RFP)	Will current fiscal intermediaries be required to transfer such records?	See answer to Question #1106
1138	Transition	Section 4.1: Required Fiscal Intermediary Services, Bullet f) (Page 5 of RFP)	What happens if these records are not available from the existing fiscal intermediary?	See answer to Question #1106
1139	Transition	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements (Pages 7-8 of RFP) and Section 4.6: Fiscal Monitoring and Oversight Requirements (Page 9 of RFP)	How will the Department address potential delays in the Medicaid enrollment process for an out-of-state SFI, and what contingency plans are in place to ensure uninterrupted service delivery during this period?	See answer to Question #1106
1140	Transition	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet a) (Page 8 of RFP)	Will the selected FI be expected to serve all eligible Consumers in the State as of April 1, 2025?	See answer to Question #1106
1141	Transition	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet a) (Page 8 of RFP)	What will be an acceptable period of time for the selected FI to enroll a Consumer?	See answer to Question #1106
1142	Transition	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet a) (Page 8 of RFP)	What will be an acceptable period of time for the selected FI to enroll a PA?	See answer to Question #1106
1143	Transition	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet a) (Page 8 of RFP)	What relief will be available to a Consumer in the event that there is a delay in enrolling a PA?	See answer to Question #1106

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 89 of 105 PageID #: 367

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
1144	Transition	Section 4.7: Quality Monitoring and Reporting Requirements, Paragraph 1 (Page 9 of RFP)	How will the Department assist the Statewide FI in coordination with Local Departments of Social Services (LDSS) and Managed Care Organizations (MCOs) to ensure seamless service delivery?	See answer to Question #1106
1145	Transition	Section 4.9: Privacy, Security and Confidentiality Requirements (Pages 10-11 of RFP)	Is a losing bidder required to destroy client and PA documentation? What specific information needs to be destroyed, and what is the approved method of destruction? If the losing bidder does not have to provide this information or destroy it, is there a retention period that must be adhered to?	See answer to Question #1106
1146	Transition	Section 4.10: Transition Requirements (Page 11 of RFP)	When will transition timelines and policies be publicly available?	See answer to Question #1106
1147	Transition	Section 4.10: Transition Requirements (Page 11 of RFP)	What steps will be taken if transitions are not completed by the April 1, 2025, deadline?	See answer to Question #1106
1148	Transition	Section 4.10: Transition Requirements (Page 11 of RFP)	What is the division of responsibilities and liabilities between the single FI and subcontractors in the general transition activities described in this section? Will DOH allow the single FI to transfer this risk to subcontractors? Will DOH allow indemnification provisions in subcontracts related to this risk? What is the consequence if transition does not occur on the state's timeline due to matters beyond the control of the single FI and/or the subcontractors?	See answer to Question #1106
1149	Transition	Section 4.10: Transition Requirements, Paragraph 1 (Page 11 of RFP)	Section 4.10 details the transition period at the end of the contract, but there is not mention of a transition period towards a Single FI. When can current FIs and Consumers expect that a plan of transition would be provided?	See answer to Question #1106
1150	Transition	Section 4.10: Transition Requirements, Paragraph 1 (Page 11 of RFP)	RFP Section 4.10 Paragraph 2, "In addition to complying with the transition requirements provided in § 365-f (4-d) and any directives or guidance the Department may issue to facilitate a transition, the awarded Statewide FI and its subcontractors shall generally ensure that any transition to the Department, Departmental agent, or successor Statewide FI be done in a way that provides the Department with uninterrupted FI 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. How is the Statewide to ensure uninterrupted CDPAP Service if there is no requirement for current Fiscal Intermediaries to transfer records especially, PA medical records considering HIPAA confidentiality laws? When will DOH issue guidance to current FIs?	See answer to Question #1106
1151	Transition	Section 4.10: Transition Requirements, Paragraph 2 (Page 11 of RFP)	What recourse does the department of the Statewide FI have if current fiscal intermediaries fail to turn over necessary data, files, reports, and records as outlined in this section?	See answer to Question #1106
1152	Transition	Section 4.10: Transition Requirements, Paragraph 2 (Page 11 of RFP)	How will the transition process be managed if April 1st, 2025, occurs before the new Statewide FI is fully operational?	See answer to Question #1106
1153	Transition	Section 4.10: Transition Requirements (Page 11 of RFP)	Section 4.10 details the Statewide FI's turnover procedure during or at the end of the Statewide FI's contract. However, it is silent as to the turnover procedure for current FIs to the new Statewide FI. For instance, will the Statewide FI take over contracts directly from current FIs, or will the records and/or services be managed by the DOH at any point? Will the Statewide FI take over any existing FI contracts prior to April 1, 2025?	See answer to Question #1106
1154	Transition	Section 4.10: Transition Requirements (Page 11 of RFP)	How will the State ensure that there are no disruption in home care services to the consumer during this transition, and is that the responsibility of the single statewide FI?	See answer to Question #1106

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 90 of 105 PageID #: 368

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
1155	Transition	Section 4.10: Transition Requirements (Page 11 of RFP)	Section 4-d ("Fiscal intermediaries ceasing operation") of Section 365-F of Social Services (SOS) Chapter 55, Article 5, Title 11 governs the cessation of operations of an FI, including transition of services and transfer of records. Will DOH enforce the provisions of Section 4-d with respect to the cessation of operations of existing FIs in favor of the Statewide FI as of April 1, 2025? For example, will each relevant local social services district or managed care plan, as appropriate, be expected to "supervise the transition of services and transfer of records and maintain provision of services by the personal assistant(s) chosen by the individual"? How will DOH ensure that "[a]ny transfer under this subdivision shall not diminish any of an individual's rights relating to continuity of care, utilization review or fair hearing appeals and aid continuing"? Information regarding how and when the services, contracts, and records of existing FIs will transition to the Statewide FI is necessary in order for existing FIs to prepare for a seamless transition in services.	See answer to Question #1106
1156	Transition	Section 4.10: Transition Requirements, Paragraph 1 (Page 11 of RFP)	The RFP includes language on the transition of consumers at the end of the contract. What is the process for the transition of consumers to the Statewide FI once the contract is awarded?	See answer to Question #1106
1157	Transition	Section 4.10: Transition Requirements, Paragraph 1 (Page 11 of RFP)	When will a plan of transition would be provided and what is the process for the transition of consumers to the Statewide FI?	See answer to Question #1106
1158	Transition	Section 4.10: Transition Requirements, Paragraph 4 (Page 11 of RFP)	What specific steps will the Department take to ensure a seamless transition upon contract commencement from the current multi-FI model to a single statewide FI, particularly for consumers who rely on continuous and uninterrupted care?	See answer to Question #1106
1159	Transition	Section 4.10: Transition Requirements, Paragraph 4 (Page 11 of RFP)	What are the specific timelines and milestones for the transition process from existing FIs (who are not subcontracting with the SFI) to the awarded SFI? Section 4.10	See answer to Question #1106
1160	Transition	Section 4.10: Transition Requirements, Paragraph 4 (Page 11 of RFP)	How will the Department address risks to consumers and personal assistants if the transition is not completed by the target date?	See answer to Question #1106
1161	Transition	Section 4.10: Transition Requirements, Paragraph 4 (Page 11 of RFP)	What are the specific timelines and milestones for the transition process from existing FIs (who are not subcontracting with the SFI) to the awarded SFI, and how will the Department ensure adherence to these timelines to prevent service disruption?	See answer to Question #1106
1162	Transition	Section 4.10: Transition Requirements, Paragraph 4 (Page 11 of RFP)	What contingency plans are in place to address potential delays in the transition process, and how will the Department mitigate risks to consumers and personal assistants if the transition is not completed by the target date?	See answer to Question #1106
1163	Transition	Section 4.10: Transition Requirements, Paragraph 4 (Page 11 of RFP)	How will the Department address potential disruptions in service during the transition period applicable to the contract's commencement, and what contingency plans are in place to mitigate risks for consumers and personal assistants?	See answer to Question #1106
1164	Transition	Section 4.10: Transition Requirements, Paragraph 4 (Page 11 of RFP)	What specific requirements are in place for existing FIs to provide consumer and personal assistant information for the transition to the awarded SFI, considering the existing FI's ownership and rights of this information?	See answer to Question #1106
1165	Transition	Section 4.10: Transition Requirements, Paragraph 4 (Page 11 of RFP)	Will there be a reimbursement mechanism for the existing FIs for the time, effort, and cost incurred in providing data and support during the transition process to the awarded SFI, either by the State or the awarded SFI?	See answer to Question #1106
1166	Transition	Section 4.10: Transition Requirements, Paragraph 4 (Page 11 of RFP)	Considering the over 500 existing FIs each utilizing different system platforms, how does the Department plan to ensure that consumer and personal assistant information will be efficiently and effectively transitioned to the awarded SFI without causing any service disruptions?	See answer to Question #1106
1167	Transition	Section 4.10: Transition Requirements, Paragraph 4 (Page 11 of RFP)	What measures will be implemented to ensure data security and privacy during the transition of consumer and personal assistant information, specific concerning the existing FIs who are not subcontracting with the awarded SFI?	See answer to Question #1106

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 91 of 105 PageID #: 369

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
1168	Transition	Section 4.10: Transition Requirements, Paragraph 4 (Page 11 of RFP)	What support mechanisms will be in place for consumers and personal assistants during the transition period to address any issues or concerns that may arise?	See answer to Question #1106
1169	Transition	Section 4.10: Transition Requirements, Paragraph 4 (Page 11 of RFP)	How will the Department ensure that all personal assistants and consumers are adequately trained and oriented to the new systems and processes implemented by the awarded SFI?	See answer to Question #1106
1170	Transition	Section 4.10: Transition Requirements, Paragraph 4 (Page 11 of RFP)	How will the Department facilitate coordination between the awarded SFI and Local Departments of Social Services (LDSS) to ensure a seamless transition and continuous service delivery?	See answer to Question #1106
1171	Transition	Section 4.10: Transition Requirements, Paragraph 4 (Page 11 of RFP)	What monitoring and accountability measures will be established to ensure that the awarded SFI and existing FIs comply with all transition requirements and timelines?	See answer to Question #1106
1172	Transition	Section 4.10: Transition Requirements, Paragraph 4 (Page 11 of RFP)	Will there be mechanisms for collecting feedback from consumers, personal assistants, and existing FIs during the transition process, and how will this feedback be used to make necessary adjustments and improvements?	See answer to Question #1106
1173	Transition	Section 4.10: Transition Requirements, Paragraph 4 (Page 11 of RFP)	What legal and compliance considerations will be addressed to ensure that the transition process adheres to all federal, state, and local regulations, and how will potential legal challenges be managed?	See answer to Question #1106
1174	Transition	Section 4.10: Transition Requirements, Paragraph 4 (Page 11 of RFP)	What is the communication strategy to inform all stakeholders, including consumers, personal assistants, and existing FIs, about the transition process, timelines, and any changes in service delivery?	See answer to Question #1106
1175	Transition	Section 4.10: Transition Requirements, Paragraph 4 (Page 11 of RFP)	How will the Department evaluate the success of the transition process, and what metrics will be used to determine if the transition has been completed effectively and without disrupting services?	See answer to Question #1106
1176	Transition	Section 4.10: Transition Requirements, Paragraph 4 (Page 11 of RFP)	How will the Department address potential system integration challenges that may arise from merging data and operations from over 500 different FIs into a single SFI platform?	See answer to Question #1106
1177	Transition	Section 4.10: Transition Requirements, Paragraph 4 (Page 11 of RFP)	How will the Department ensure that consumer choice and autonomy are preserved during and after the transition to a single SFI, given the diversity of needs and preferences among the consumer population?	See answer to Question #1106
1178	Transition	Section 4.10: Transition Requirements, Paragraph 4 (Page 11 of RFP)	What is the risk management strategy for the transition process, and how will potential risks be identified, assessed, and mitigated to protect consumer services and personal assistant employment?	See answer to Question #1106
1179	Transition	Section 4.10: Transition Requirements (Page 11 of RFP)	What are the requirements of the contractor to ensure appropriate transition occurs between current FIs and the awarded contractor?	See answer to Question #1106
1180	Transition	Section 4.10: Transition Requirements (Page 11 of RFP)	What records will the awarded contractor be required to obtain from the current FIs?	See answer to Question #1106
1181	Transition	Section 4.10: Transition Requirements (Page 11 of RFP)	What if the awarded contractor's technology system(s) differ from those used by the current FIs?	See answer to Question #1106
1182	Transition	Section 5.6.1: Data Breach and Privacy/Cyber Liability including Technology Errors and Omissions (Page 14 of RFP)	Has the Department considered the high probability of errors, data loss, and service interruptions during the transition to a single or few CDPAP fiscal intermediaries? What contingency plans are in place to address these challenges? What measures will the Department take aside from Data Breach and Privacy/Cyber Liability insurance to address the increased risk of large-scale data breaches by consolidating all personal and health data of CDPAP consumers into a single entity?	See answer to Question #1106
1183	Transition	Section 6.2.F.3: Fiscal Intermediary Organizational Requirements (Page 23 of RFP)	Section 6.2.F.3 asks bidders to describe how they will "serve any consumer statewide." Does DOH expect that bids must be immediately operational across the state, or the entire population of consumers who will be served, or – given the scope of the transition – is there an allowance for bids that include a phase-in timeline?	See answer to Question #1106

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 92 of 105 PageID #: 370

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
1184	Transition	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	Given the unique cultural and linguistic landscape of New York State, does the Department anticipate any potential challenges or delays in service delivery by an out-of-state SFI? If so, what contingency plans are in place to address these issues?	See answer to Question #1106
1185	Transition	Section 4.1: Required Fiscal Intermediary Services, Bullet f) (Page 5 of RFP)	What contingencies are in place to protect workers in CDPAP from experiencing significant pay lags, as have been reported in other states, as the transition unfolds?	See answer to Question #1106
1186	Transition	General	What specific plans are in place to communicate with and transition the over 250,000 CDPAP consumers to the single FI by the April 1, 2025, deadline?	See answer to Question #1106
1187	Transition	General	What contingencies are in place to protect workers in CDPAP from experiencing significant pay lags, as have been reported in other states, as the transition unfolds?	See answer to Question #1106
1188	Transition	General	What plans are in place to ensure that beneficiaries' services are not disrupted during the transition? For consumers whose service disruptions lead to placement in skilled nursing facilities, how will the Department support their return to aging in the community once the disruption abates?	See answer to Question #1106
1189	Transition	General	Will consumers be notified of this transition, and if so, who is responsible for this notification? Secondly, what methods of notification are required/acceptable?	See answer to Question #1106
1190	Transition	General	Are FIs who do not win this award required to deliver existing documentation on clients and PAs to the winning bidder? If so, what is the appropriate delivery method for this information?	See answer to Question #1106
1191	Transition	General	If we are not awarded the lead role, what will be the status of our existing patients?	See answer to Question #1106
1192	Transition	General	What mechanism and processes will be established by DOH for Consumers to support seamless transition back to LHCSA services if need be?	See answer to Question #1106
1193	Transition	General	What turnover responsibilities does the current FI contractor have during transition from their contract to the new contract?	See answer to Question #1106
1194	Transition	General	What documentation do current FIs have to transfer to the awarded Statewide FI?	See answer to Question #1106
1195	Transition	General	Despite what the RFP says, is it likely that the rollout to a single FI be phased instead of implementing all at once?	See answer to Question #1106
1196	Transition	General	What responsibilities and requirements will the Statewide FI have with respect to transitioning Consumers from their current FI to the Statewide FI? a. Will DOH release new transition guidelines, including transfer of any records from FIs to the SFI? b. Are transition (or any other one-time costs) considered administrative costs that the Statewide FI should include in the Admin PMPM cost proposal? c. Should bidders submit a separate cost proposal for transitional activities and responsibilities that are not expected to be recurring costs under the new Statewide FI?	See answer to Question #1106
1197	Transition	General	What specific plans are in place to communicate with and transition the over 250,000 CDPAP consumers to the single FI by the April 1, 2025, deadline?	See answer to Question #1106
1198	Transition	General	When will the Department meet with providers, advocates, and consumers to discuss this transition?	See answer to Question #1106
1199	Transition	General	What plans are in place to ensure that beneficiaries' services are not disrupted during the transition? For consumers whose service disruptions lead to placement in skilled nursing facilities, how will the Department support their return to aging in the community once the disruption abates?	See answer to Question #1106
1200	Transition	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	Given the unique cultural and linguistic landscape of New York State, does the Department anticipate any potential challenges or delays in service delivery by an out-of-state SFI? If so, what contingency plans are in place to address these issues?	See answer to Question #1106

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 93 of 105 PageID #: 371

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
1201	Transition	Section 1.0: Calendar of Events (Page 3 of RFP)	Considering the unique complexities and responsibilities placed on FIs within the New York State CDPA program—distinct from the Fiscal/Employer Agent and budget authority model utilized by the majority of other states—and recognizing that New York has the second-largest CDPA program population in the nation (and the 3rd largest State is well under 100,000 consumers), what specific data and analysis did the Department use to develop this timeline? Additionally, how does the Department plan to ensure that the transition timeline aligns with the current statutory deadline (April 1, 2025) while guaranteeing no service disruptions that could compromise consumer health and safety, limit CDPA availability during the transition, or lead to the re-institutionalization of program users, thus potentially violating the Olmstead decision?	See answer to Question #1106
1202	Transition	Section 4.7: Quality Monitoring and Reporting Requirements (Page 9 of RFP)	How will the Department help in coordination with Local Departments of Social Services (LDSS) and Managed Care Organizations (MCOs) to ensure seamless service delivery?	See answer to Question #1106
1203	Union	Section 4.1: Required Fiscal Intermediary Services, Bullet a) (Page 5 of RFP)	Are Personal Assistants currently unionized?	The Department does not have this information.
1204	Union	Section 4.1: Required Fiscal Intermediary Services, Bullet a) (Page 5 of RFP)	Will the statewide FI (and each PA) be subject to a collective bargaining agreement? If so, (see 4.3), how should an FI develop a wage for each PA when wages may be subject to a collective bargaining agreement that is unknown at this time?	Unionization of personal assistants is not a requirement of the RFP and the Department will not opine on the topic.
1205	Union	Section 4.1: Required Fiscal Intermediary Services, Bullet a) (Page 5 of RFP)	If Personal Assistants are currently unionized, will the statewide fiscal intermediary be required to recognize their current union wages and benefits?	See answer to Question #1204
1206	Union	Section 4.1: Required Fiscal Intermediary Services, Bullet a) (Page 5 of RFP)	Will the selected FI be required to have a collective bargaining agreement with a union?	See answer to Question #1204
1207	Union	Section 4.1: Required Fiscal Intermediary Services, Bullet a) (Page 5 of RFP)	Will PAs be required to join a union?	See answer to Question #1204
1208	Union	Section 4.1: Required Fiscal Intermediary Services, Bullet a) (Page 5 of RFP)	Will the Department favor offerors who are willing to accept a union?	See answer to Question #1204
1209	Union	Section 4.1: Required Fiscal Intermediary Services, Bullet a) (Page 5 of RFP)	How should an offeror indicate its willingness or lack of willingness to accept a union in its application?	See answer to Question #1204
1210	Union	Section 4.1: Required Fiscal Intermediary Services, Bullet a) (Page 5 of RFP)	What criteria will the Department use to evaluate whether an offeror is willing to accept a union?	See answer to Question #1204
1211	Union	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements, Bullet f) (Pages 6-7 of RFP)	How can an FI coordinate PA benefits effectively with the possibility of a collective bargaining agreement impacting the FI?	See answer to Question #1204
1212	Union	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements, Bullet g) (Pages 7-8 of RFP)	Is the Department suggesting that a bidder must enter into wage and labor agreements, including union contracts and collective bargaining agreements?	See answer to Question #1204
1213	Union	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements, Bullet g) (Pages 7-8 of RFP)	Is the Department requiring that the successful bidder honor pre-existing wage and labor agreements, including union contracts and collective bargaining agreements?	See answer to Question #1204

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 94 of 105 PageID #: 372

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
1214	Union	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements, Bullet g) (Pages 7-8 of RFP)	Will the Department look more favorably upon a proposal in which a bidder says that it has a pre-existing wage and labor agreement, or union contract or collective bargaining agreement, or if the bidder states a willingness to enter into such contract or agreement?	See answer to Question #1204
1215	Union	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements (Pages 7-8 of RFP)	In 4.4(g), the Statewide FI is identified as being responsible for complying with "Wage andlabor agreements, including union contracts and collective bargaining agreements." Is the Awarded Statewide FI responsible for honoring labor agreements with PAs who work for FIs that are currently unionized?	See answer to Question #1204
1216	Union	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements, Bullet g) (Pages 7-8 of RFP)	Is there a requirement to contract with a Union?	See answer to Question #1204
1217	Union	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements (Pages 7-8 of RFP)	In 4.4(g), the Statewide FI is identified as being responsible for complying with "Wage and labor agreements, including union contracts and collective bargaining agreements." Is it anticipated that PAs will be unionized as a part of the shift to a statewide fiscal intermediary?	See answer to Question #1204
1218	Unique ID	Section 4.6: Fiscal Monitoring and Oversight Requirements, Bullet i) (Page 9 of RFP)	Should the PA unique identifier be included on the claims submitted to the insurance plans and the counties?	The implementation of the Unique Identifier for CDPAP personal assistants is still in development. Upon implementation, the Department will work with the Statewide Fiscal Intermediary on any specific requirements.
1219	Unique ID	Section 5.7: Subcontracting (Pages 15-16 of RFP)	Has a specific process been developed for Personal Assistants to register for a unique identifier as required by SSL 365-(f)3?	See answer to Question #1218
1220	WC/Disability	Section 4.1: Required Fiscal Intermediary Services, Bullet c) (Page 5 of RFP)	Regarding Workers Compensation, Disability Insurance and other Benefit requirements, will the FI be responsible for advancing the funds to purchase the benefits, or will the Department advance the estimated cost of these aforementioned benefits?	Virtually all employers in New York State must provide workers' compensation coverage (WCL §2 and 3), disability benefits and Paid Family Leave benefits coverage for their employees (WCL §202). The FI will be responsible for purchasing the required policies for such benefits.
1221	WC/Disability	Section 4.1: Required Fiscal Intermediary Services, Bullet c) (Page 5 of RFP)	Regarding worker's compensation, is the class code used for CDPAP 0917 or 9051?	The workers' compensation carrier will assign the class code using criteria set by the Compensation Insurance Rating Board (CIRB).
1222	WC/Disability	Section 4.1: Required Fiscal Intermediary Services (Page 5 of RFP)	Is the FMS contractor responsible for obtaining/ maintaining a Workers' Compensation policy for Employers?	See answer to Question #1221
1223	WC/Disability	Section 4.1: Required Fiscal Intermediary Services, Bullet c) (Page 5 of RFP)	Is workers compensation insurance coverage mandatory?	Yes.
1224	WC/Disability	Section 4.1: Required Fiscal Intermediary Services, Bullet c) (Page 5 of RFP)	Is the Fiscal Employer Agent contractor responsible for obtaining/maintaining a Workers' Compensation policy for Employers?	See answer to Question #1221
1225	WC/Disability	Section 4.1: Required Fiscal Intermediary Services, Bullet c) (Page 5 of RFP)	Is the Workers Compensation provided through individual polices per consumer or through an umbrella policy?	Employers provide coverage for their employees.
1226	WC/Disability	Section 4.1: Required Fiscal Intermediary Services, Bullet c) (Page 5 of RFP)	Is the FI contractor responsible for enrolling consumers in workers compensation insurance?	See answer to Question #1221
1227	WC/Disability	Section 5.7: Subcontracting, Paragraph 7, Bullet 1 (Pages 15-16 of RFP)	How will workers' compensation be paid for? Will it be deducted from the budget, paid for by the worker, paid via administrative billing and invoiced to the state or MCO, or paid out of the PMPM?	See answer to Question #1221
1228	WC/Disability	Section 4.1: Required Fiscal Intermediary Services, Bullet c) (Page 5 of RFP)	Regarding worker's compensation, what is the valued loss information for CDPAP for the last 5 years plus current?	The Department does not have this information.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 95 of 105 PageID #: 373

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
1229	WC/Disability	Section 4.1: Required Fiscal Intermediary Services, Bullet c) (Page 5 of RFP)	Regarding disability insurance, PFL portion of the disability contract is predicted on payroll. What is the average annual gross payroll per consumer?	The Department does not have this information.
1230	WC/Disability	Section 4.1: Required Fiscal Intermediary Services, Bullet d) (Page 5 of RFP)	Regarding disability insurance, what is the loss information for the last 5 years?	The Department does not have this information.
1231	WC/Disability	Section 4.1: Required Fiscal Intermediary Services, Bullet c) (Page 5 of RFP)	What are workers' compensation, disability and unemployment requirements that the fiscal intermediary is responsible for, what is the current cost of these requirements, and will the Department, managed care plans, managed long-term care plans, Local Departments of Social Services, and other appropriate long-term service programs offering consumer directed personal assistance services be required to reimburse the fiscal intermediary for these costs?	See answer to Question #1221
1232	Website	Section 4.2: Best Practices, Bullet f) (Page 6 of RFP)	Please define "their identified supports" as such term is ambiguous.	"Identified supports" in this context means a consumer's identified supports such as a designated representative or family member.
1233	Website	Section 4.2: Best Practices, Bullet f) (Page 6 of RFP)	How will the Department ensure that "identified support" is not creating a joint employer obligation of the consumer?	See answer to Question #1232
1234	Website	Section 4.2: Best Practices (Page 6 of RFP)	Who will be held responsible if the website or email system is not ADA compliant?	The Statewide Fiscal Intermediary will be responsible for meeting its obligations under the resulting contract.
1235	Website	Section 4.2: Best Practices (Page 6 of RFP)	Who will be held responsible if the website or email system is not maintained?	See answer to Question #1232
1236	Website	Section 4.2: Best Practices (Page 6 of RFP)	Will DOH monitor the consumer satisfaction with the email system or website of the statewide FI?	The Statewide Fiscal Intermediary should have a method by which consumers and personal assistants may voice dissatisfaction with the website. Reporting by the Statewide Fiscal Intermediary to the Department has not been determined at this time.
1237	Website	Section 4.2: Best Practices, Bullet f) (Page 6 of RFP)	RFP Section 4.2 Paragraph F: "f) Establishing, maintaining, and monitoring an electronic email or an ADA compliant, user-friendly website that provides information to consumers and their identified supports and provide a means to report and/or resolve complaints and answer inquiries." Please provide example of ADA compliant means for individuals with vision impairment such as the blind?	See https://www.ny.gov/accessibility and NYS P08-005 Accessibility of Web Based Information and Applications
1238	Website	Section 4.2: Best Practices, Bullet f) (Page 6 of RFP)	What is an "ADA compliant, user-friendly website"?	See https://www.ny.gov/accessibility and NYS P08-005 Accessibility of Web Based Information and Applications
1239	Website	Section 4.2: Best Practices, Bullet f) (Page 6 of RFP)	Is it the Department's view that the ADA applies to websites?	See https://www.ny.gov/accessibility and NYS P08-005 Accessibility of Web Based Information and Applications
1240	Website	Section 4.2: Best Practices (Page 6 of RFP)	The RFP states that bidders may use creative approaches to assist in the delivery of high quality FI services. Among the best practices is "Establishing, maintaining, and monitoring an electronic email or an ADA compliant, user-friendly website that provides information to consumers and their identified supports and provide a means to report and/or resolve complaints and answer inquiries." Does this mean that bidders may have websites for consumers that are not ADA compliant or user-friendly as long as they do not identify such website in their best practices?	No.
1241	Modification Request	Section 4.0: Scope of Work (Page 5 of RFP)	**Request:** Modify subcontractor experience for NYC Region from January 1, 2012 to January 1, 2018 which would represent 5 years of service provision experience.	The Department will not make this modification to the RFP.
1242	Modification Request	Section 4.0: Scope of Work (Page 5 of RFP)	**Request**: Expand the minimum number of required subcontractors to a minimum of 3 to a maximum of 5 per NYS DOH MLTC rate setting region.	The Department will not make this modification to the RFP.
1243	Modification Request	Section 4.5 Fiscal Intermediary Organizational Requirements (Page 8 of RFP)	**Request**: Eliminate the LHCSA/FI ownership and control preclusion for subcontracting.	The Department will not make this modification to the RFP.
1244	2012 Requirement	Section 4.0: Scope of Work, Paragraph 1 (Page 5 of RFP)	How will NYS determine which fiscal intermediaries were in operation since January 1, 2012 or earlier?	This question is not relevant to the development of a proposal under this RFP.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 96 of 105 PageID #: 374

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
1245	2012 Requirement	Section 4.0: Scope of Work, Paragraph 1 (Page 5 of RFP)	Will DOH provide a definition of "in operation" to mean filing of a specific incorporation document by January 1, 2012?	This question is not relevant to the development of a proposal under this RFP.
1246	Advisory Committee	Section 4.2: Best Practices, Bullet e) (Page 6 of RFP)	Why has DOH made this optional?	This question is not relevant to the development of a proposal under this RFP.
1247	Auditing	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements, Bullet i) (Pages 6-7 of RFP)	How often will a consumer receive the results of such auditing of billing records?	This question is not relevant to the development of a proposal under this RFP.
1248	Auditing	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements, Bullet i) (Pages 6-7 of RFP)	Will a consumer have the opportunity to contest or explain the results of the auditing of billing records?	This question is not relevant to the development of a proposal under this RFP.
1249	Auditing	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements, Bullet i) (Pages 6-7 of RFP)	Will consumers receive a detailed description of billing records auditing process?	This question is not relevant to the development of a proposal under this RFP.
1250	Auditing	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements, Bullet i) (Pages 6-7 of RFP)	Does the auditing of consumer billing records average out overtime hours over an entire care team of the individual?	This question is not relevant to the development of a proposal under this RFP.
1251	Award	Section 1.0: Calendar of Events (Page 3 of RFP)	Will DOH delay implementation of the Statewide FI if a contractor has been awarded?	This question is not relevant to the development of a proposal under this RFP.
1252	Award	Section 8.7: Award Recommendation (Page 27 of RFP)	Will the NYS Comptroller or any other office be required to review and approve the applicant selected by the Department for the contract award?	This question is not relevant to the development of a proposal under this RFP.
1253	Award	Section 8.7: Award Recommendation (Page 27 of RFP)	Is the Commissioner required to accept the recommendation of the Evaluation Committee?	This question is not relevant to the development of a proposal under this RFP.
1254	Award	Section 8.7: Award Recommendation (Page 27 of RFP)	If the Commissioner is not required to accept the recommendation of the Evaluation Committee, on what basis may the Commissioner reject the recommendation of the Evaluation Committee?	This question is not relevant to the development of a proposal under this RFP.
1255	Award	Section 8.7: Award Recommendation (Page 27 of RFP)	Will anyone other than the Evaluation Committee advise the Commissioner on the bid to be awarded?	This question is not relevant to the development of a proposal under this RFP.
1256	Award	Section 8.7: Award Recommendation (Page 27 of RFP)	May the Commissioner accept advice or recommendation from anyone other than the Evaluation Committee?	This question is not relevant to the development of a proposal under this RFP.
1257	Award	Section 8.7: Award Recommendation (Page 27 of RFP)	May a disappointed bidder appeal the award decision?	This question is not relevant to the development of a proposal under this RFP.
1258	Best Practices	Section 4.2: Best Practices (Page 6 of RFP)	How did the Department determine that the practices described in this section are best practices?	This question is not relevant to the development of a proposal under this RFP.
1259	Best Practices	Section 4.2: Best Practices (Page 6 of RFP)	Can the Department provide the specific statute and/or regulation sections and language that explicitly align with the best practices stated in RFP Section 4.2? A review of the current CDPAP statute and regulations does not reveal any best practice requirements or language corresponding to this section of the RFP.	This question is not relevant to the development of a proposal under this RFP.
1260	Best Practices	Section 4.2: Best Practices (Page 6 of RFP)	If there are no specific statutory or regulatory references for the best practices outlined in Section 4.2, what legal authority does the Department have to enforce these best practices on the SFI and its subcontractors?	This question is not relevant to the development of a proposal under this RFP.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 97 of 105 PageID #: 375

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
1261	Best Practices	Section 4.2: Best Practices (Page 6 of RFP)	How will the Department ensure that the best practices outlined in Section 4.2 are uniformly implemented and adhered to by the SFI and its subcontractors, given the lack of corresponding statutory or regulatory mandates?	This question is not relevant to the development of a proposal under this RFP.
1262	Best Practices	Section 4.2: Best Practices (Page 6 of RFP)	Can the Department detail the rationale behind including these specific best practices in the RFP, and how they were determined to be essential for the effective delivery of CDPAP services?	This question is not relevant to the development of a proposal under this RFP.
1263	Best Practices	Section 4.2: Best Practices (Page 6 of RFP)	In the event that the best practices outlined in Section 4.2 conflict with existing operational practices of current fiscal intermediaries, how will the Department resolve such conflicts to ensure seamless service delivery and compliance?	This question is not relevant to the development of a proposal under this RFP.
1264	Best Practices	Section 4.2: Best Practices (Page 6 of RFP)	How does the Department intend to address potential legal challenges that may arise from imposing these best practices without clear statutory or regulatory authority?	This question is not relevant to the development of a proposal under this RFP.
1265	Best Practices	Section 4.2: Best Practices (Page 6 of RFP)	Will there be a system for consumers and PA's to report deviations from the best practices?	This question is not relevant to the development of a proposal under this RFP.
1266	Best Practices	Section 4.2: Best Practices, Paragraph 1 (Page 6 of RFP)	What methodologies has the Department of Health used to include feedback, input, and suggestions from consumers when constructing this RFP in order to effectively evaluate whether submitted proposals will "best meet the needs of consumers" as specified within this section?	This question is not relevant to the development of a proposal under this RFP.
1267	Best Practices	Section 4.2: Best Practices (Page 6 of RFP)	How does the Department plan to measure and evaluate the adherence to the best practices listed in Section 4.2, and what metrics will be used to assess their impact on service quality and consumer satisfaction?	This question is not relevant to the development of a proposal under this RFP.
1268	CDPAP Current Consumers	General	How many CDPAP members also qualify for the PCA program?	This question is not relevant to the development of a proposal under this RFP.
1269	Complaints	Section 4.2: Best Practices (Page 6 of RFP)	Who will be held responsible if questions/complaints are submitted through the website or email system are not promptly answered or resolved?	This question is not relevant to the development of a proposal under this RFP.
1270	Compliance	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements (Pages 7-8 of RFP)	If the statewide Fiscal Intermediary (FI) does not have an effective compliance program, considering it is the only FI, will all the claims be at risk for recoupment for that period, as outlined in Section 4.4 of the RFP	This question is not relevant to the development of a proposal under this RFP.
1271	Compliance	Section 5.4: Payment (Page 12 of RFP)	The regulation governing notice and payment of CDPAP Medicaid fee-for-service rates, 18 NYCRR §505.14 Personal Care Service, Section (h) Payment, Subdivision (7), Part (iii) Revision of Rates, Paragraph (a), mandates that "The department will notify each provider of its approved rates of payments at least 30 days prior to the beginning of an established rate period for which the rate is to become effective." The Department has consistently failed to comply with this regulation, notifying Fiscal Intermediary providers of their approved reimbursement rates well beyond the required 30-day period. Existing Fiscal Intermediary entities have faced significant delays in notification and payment of their actual rates for more than a decade, causing cash flow issues and financial hardships exacerbated by the inherent two-year lag within the rate-setting methodology, where providers' reported costs for one year are used to establish rates two years later. For instance, the formal notice for the 2022 rates, effective from January 1, 2022, was only provided on May 9, 2023, a delay of 493 days. Historical data shows notification delays ranging from 32 to 493 calendar days for rates effective between 2017 and 2022. These prolonged timelines and delayed payments place an undue burden on providers, jeopardizing their financial stability and operational capacity. Given this track record, how does the Department plan to ensure compliance with the existing regulation that mandates timely notifications and payments of reimbursement rates? Specifically, what measures will be implemented to guarantee that the Statewide FI receives timely and accurate rate notifications to prevent financial disruptions and ensure regulatory compliance?	This question is not relevant to the development of a proposal under this RFP.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 98 of 105 PageID #: 376

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
1272	Compliance	Section 5.7: Subcontracting (Pages 15-16 of RFP)	If additional requirements and restrictions are implemented by the Department, will additional components of the Statewide FI's contract be opened for renegotiation to compensate for resultant changes to associated costs or administrative functions?	This question is not relevant to the development of a proposal under this RFP.
1273	Compliance	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements (Pages 7-8 of RFP)	Page 7 of the RFP, section 4.4 "Statewide Fiscal Intermediary Compliance Requirements" states that the statewide FI must comply with all applicable State and federal laws, rules, regulations, and guidance. If a company has an outstanding OMIG report, why is that company not allowed to continue its business due to the parameters of the RFP?	This question is not relevant to the development of a proposal under this RFP.
1274	Compliance	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements (Pages 7-8 of RFP)	What mechanisms will the Department implement to ensure that an out-of-state SFI, once enrolled as a New York State Medicaid provider, maintains ongoing compliance with all state-specific regulations and standards?	This question is not relevant to the development of a proposal under this RFP.
1275	Compliance	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet d) (Page 8 of RFP)	Why doesn't the list of restrictions relating to ownership suggesting a conflict of interest include that of a current privately owned Fiscal Intermediary?	This question is not relevant to the development of a proposal under this RFP.
1276	Conflict of Interest	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet d) (Page 8 of RFP)	Why is there any suggestion that ownership or control of a fiscal intermediary by a LHCSA or vice versa could be a conflict of interest when Social Services Law section 365-f as originally enacted explicitly listed LHCSAs as entities eligible to be fiscal intermediaries, and LHSCAs continue to be authorized to own and operate fiscal intermediaries?	This question is not relevant to the development of a proposal under this RFP.
1277	Conflict of Interest	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet d) (Page 8 of RFP)	Why is there any suggestion that ownership or control of a fiscal intermediary by a LHCSA or vice versa could be a conflict of interest when such a restriction was proposed and rejected by the Legislature?	This question is not relevant to the development of a proposal under this RFP.
1278	Conflict of Interest	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet d) (Page 8 of RFP)	Ultimately, the final NYS budget rejected conflict language related to FI/LHCSA ownership and FI/LHCSA/MCO. Is the inclusion of the concept in the RFP binding?	This question is not relevant to the development of a proposal under this RFP.
1279	Conflict of Interest	Section 4.5: Fiscal Intermediary Organizational Requirements (Page 8 of RFP)	The RFP states that the awarded Statewide FI must "Ensure the avoidance of actual or perceived conflicts of interest while operating as the Statewide FI." This is further defined to include "An entity that is owned or controlled by a Licensed Home Care Services Agency (LHCSA) or a Managed Care Organization (MCO) in New York State or that owns or holds the controlling interest in a LHCSA or MCO in New York State." Under what legal authority does the Department determine that a FI operating a MLTC or LHCSA is a conflict of interest given that this provision was rejected by the Legislature as part of the SFY 2024-25 Budget?	This question is not relevant to the development of a proposal under this RFP.
1280	Conflict of Interest	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet d) (Page 8 of RFP	Please elaborate on why the State deems it a conflict of interest to be the single statewide FI and also an entity that is owned or controlled by a Licensed Home Care Services Agency (LHCSA) or a Managed Care Organization (MCO) in New York State or that owns or holds the controlling interest in a LHCSA or MCO in New York State?	This question is not relevant to the development of a proposal under this RFP.
1281	Conflict of Interest	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet d) (Page 8 of RFP	We understand that entities owned or controlled by a Licensed Home Care Services Agency (LHCSA) are mentioned as potentially having a conflict of interest in Section 4.5.d. Given our long-term track record of compliance with DOH audits, established caps on LHCSA expansion, and extensive history in providing home care, we believe LHCSAs bring significant benefits as a fiscal intermediary. Can you provide concrete examples of why a LHCSA as a fiscal intermediary is considered a conflict of interest?	This question is not relevant to the development of a proposal under this RFP.
1282	Conflict of Interest	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet d) (Page 8 of RFP	What specific statutory or regulatory authority does the RFP rely on for the conflict of interest provisions for LHCSA's and MCOs?	This question is not relevant to the development of a proposal under this RFP.
1283	Conflict of Interest	Section 4.5: Fiscal Intermediary Organizational Requirements (Page 8 of RFP)	Under 4.5 d, what legal authority do you have to include this subsection? Especially when the legislature specifically rejected the same proposal in the 2024 legislative section.	This question is not relevant to the development of a proposal under this RFP.
1284	Consumer responsibilities	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet a) (Page 8 of RFP)	If the selected FI refuses to serve a Consumer, will the Consumer be entitled to a fair hearing?	This question is not relevant to the development of a proposal under this RFP.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 99 of 105 PageID #: 377

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
1285	Consumer responsibilities	Section 4.5: Fiscal Intermediary Organizational Requirements, Bullet a) (Page 8 of RFP)	If the selected FI terminates services to a Consumer, will the Consumer be entitled to a fair hearing?	This question is not relevant to the development of a proposal under this RFP.
1286	Consumer responsibilities	Section 4.1: Required Fiscal Intermediary Services, Bullet g) (Page 5 of RFP)	Will the consumer be able to contest/appeal the decision?	This question is not relevant to the development of a proposal under this RFP.
1287	Contracting	Section 2.3: Term of the Agreement and Termination Provisions (Page 4 of RFP)	The RFP provides for termination of the contract with the Statewide FI in limited circumstances. In the event that the Department of Health had to exercise its authority under this section and terminate the contract of the Statewide FI, what contingency plans are in place to ensure that the 250,000 consumers receive services?	This question is not relevant to the development of a proposal under this RFP.
1288	Contracting	Section 2.3: Term of the Agreement and Termination Provisions (Page 4 of RFP)	The RFP provides for termination of the contract with the Statewide FI in limited circumstances. In the event that the Department of Health had to exercise its authority under this section and terminate the contract of the Statewide FI, what contingency plans are in place to ensure that the approximately 350,000 consumer directed personal assistants continue to be paid for their work?	This question is not relevant to the development of a proposal under this RFP.
1289	Contracting	General	What is the justification or rationale for awarding a contract of this magnitude without the oversight of the New York State Comptroller and outside of the state's usual contracting process?	This question is not relevant to the development of a proposal under this RFP.
1290	Contracting	General	If the state does not receive any valid proposals for the statewide FI role, will the process start over, or the deadline be extended?	This question is not relevant to the development of a proposal under this RFP.
1291	Contracting	General	What is the role of the comptroller in the approval process?	This question is not relevant to the development of a proposal under this RFP.
1292	Contracting	General	What is the justification or rationale for awarding a contract of this magnitude without the oversight of the New York State Comptroller and outside of the state's usual contracting process?	This question is not relevant to the development of a proposal under this RFP.
1293	Contracting	Section 1.0: Calendar of Events (Page 3 of RFP)	Will alternate timelines for vendor startup and consumer transition be considered?	This question is not relevant to the development of a proposal under this RFP.
1294	Contracting	Section 1.0: Calendar of Events (Page 3 of RFP)	How can the bid become effective without comptrollers' office involvement?	This question is not relevant to the development of a proposal under this RFP.
1295	Contracting	Section 2.3: Term of the Agreement and Termination Provisions (Page 4 of RFP)	The RFP indicates that the five-year contract term commences on the date the contract is approved by the Commissioner of Health. Please confirm that there will be no Comptroller review and approval prior to the execution of the contract. What will the scope of the Comptroller's oversight be after implementation of the contract?	This question is not relevant to the development of a proposal under this RFP.
1296	Contracting	Section 2.3: Term of the Agreement and Termination Provisions (Page 4 of RFP)	Will an FI have any administrative appeal rights prior to contract suspension/termination/limitation of rights and privileges by the Department?	This question is not relevant to the development of a proposal under this RFP.
1297	Contracting	Section 2.3: Term of the Agreement and Termination Provisions (Page 4 of RFP)	The contract term is identified as five years. How was this time frame arrived at?	This question is not relevant to the development of a proposal under this RFP.
1298	Contracting	Section 2.3: Term of the Agreement and Termination Provisions (Page 4 of RFP)	To address concerns of the Disability Community that this contract is being developed to further reduce access to consumer directed home and community-based services, is there an amendment procedure for the Statewide FI contract if it is determined that their ability to fully execute the terms of the contract changes within the 5-year term?	This question is not relevant to the development of a proposal under this RFP.
1299	Contracting	Section 2.3: Term of the Agreement and Termination Provisions (Page 4 of RFP)	What is the appeal process for termination of the Statewide FI contract?	This question is not relevant to the development of a proposal under this RFP.
1300	Contracting	Section 2.3: Term of the Agreement and Termination Provisions (Page 4 of RFP)	How would the state proceed with finding another agency to replace the Statewide FI if their contract is terminated?	This question is not relevant to the development of a proposal under this RFP.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 100 of 105 PageID #: 378

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
1301	Contracting	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements, Bullet a) (Pages 7-8 of RFP)	There is a significant backlog of Medicaid Provider Enrollments and an application takes months for the Department to process. If the expected contract award date is October 1, 2024 and FI applications are to be submitted by August 2, 2024, if a successful bidder is not enrolled as a Medicaid Provider, will the Department process the Medicaid Provider Enrollment Application in a timely manner to meet the October 1st deadline?	This question is not relevant to the development of a proposal under this RFP.
1302	Contracting	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements (Pages 7-8 of RFP)	What is the timeline for enrolling the SFI as a Medicaid provider (if not currently enrolled)? What happens if the selected FI cannot meet the timeline?	This question is not relevant to the development of a proposal under this RFP.
1303	Contracting	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements (Pages 7-8 of RFP)	Can the Department outline the specific process and estimated timeline for enrolling an SFI as a New York State Medicaid provider if they are not currently enrolled? What criteria and documentation will be required to determine and finalize the SFI's status as a Medicaid-enrolled provider?	This question is not relevant to the development of a proposal under this RFP.
1304	Contracting	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements (Pages 7-8 of RFP)	In the event that an out-of-state SFI fails to meet the Medicaid enrollment criteria within the specified timeframe, what alternative plans does the Department have to ensure continuity of care and service delivery for consumers in New York State?	This question is not relevant to the development of a proposal under this RFP.
1305	Credit	Section 5.6.2: Revolving Credit Facility (Pages 14-15 of RFP)	How was the amount of $100,000,000 for the Line of Credit determined?	This question is not relevant to the development of a proposal under this RFP.
1306	Credit	Section 5.6.2: Revolving Credit Facility (Pages 14-15 of RFP)	How did the Department determine the required amount for the line of credit?	This question is not relevant to the development of a proposal under this RFP.
1307	Credit	Section 5.6.2: Revolving Credit Facility (Pages 14-15 of RFP)	What is the $100 million figure for a required line of credit based on?	This question is not relevant to the development of a proposal under this RFP.
1308	Credit	Section 5.6.2: Revolving Credit Facility (Pages 14-15 of RFP)	Why the $100 million line of credit? And what authority does NYSDOH have to impose a line of credit? How did you pick that number?	This question is not relevant to the development of a proposal under this RFP.
1309	Eligibility	Section 3.1: Minimum Qualifications (Page 4 of RFP)	Can the Department provide a rationale for the requirement that the minimum Statewide FI qualification, "as of April 1, 2024, is providing services as a fiscal intermediary on a statewide basis in at least one other state," effectively excludes entities performing statewide CDPAP fiscal intermediary services solely in New York State? If New York-based entities can demonstrate their ability to fulfill "fiscal intermediary service" requirements (as specified in the current statute, regulation, and RFP #20524) on a statewide basis within New York State, why are these entities excluded from qualifying as a Statewide FI simply because they do not operate in another state? Does this exclusion undermine the Equal Protection Law and contradict New York State's commitment to supporting and encouraging New York/local businesses, especially those already providing capable and comprehensive fiscal intermediary services statewide within New York?	This question is not relevant to the development of a proposal under this RFP.
1310	Eligibility	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	Section 3.1a) states in part that entities eligible to submit a bid include "[a]n entity … [that] as of April 1st, 2024, is providing services as a fiscal intermediary on a statewide basis in at least one other state." As written, this provision is unduly restrictive and illogical, having no rational correlation to an entity's ability to provide the services contemplated by the RFP. The provision precludes an entity from qualifying, even when the entity has been providing fiscal intermediary services in the state of New York for years, unless the entity also provides such services to another state. Accordingly, we request that the language be amended as follows: "an entity [that] as of April 1st 2024, was providing services as a fiscal intermediary IN NEW YORK or in at least one other state." If for any reason DOH actually intends to exclude New York fiscal intermediary experience from eligibility consideration, please state the reason why.	This question is not relevant to the development of a proposal under this RFP.
1311	Eligibility	Section 4.0: Scope of Work (Page 5 of RFP)	If an agency has a proven record of delivering services to individuals with disabilities, the senior population and to a diverse population, maintains a local presence in a widespread geographic area, and was awarded Lead Fiscal Intermediary status in the first round of the 2021 RFO, why should the agency be excluded from being awarded the state FI contract other than not being an FI prior to January 1, 2012?	This question is not relevant to the development of a proposal under this RFP.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 101 of 105 PageID #: 379

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
1312	Eligibility	Section 5.4: Payment (Page 12 of RFP)	Can providers other than the SFI act as the FI for Consumer Directed programs that are funded outside of Medicaid, such as those funded through EISEP?	This question is not relevant to the development of a proposal under this RFP.
1313	Eligibility	Section 8.1: General Information (Pages 25-26 of RFP)	If a bidder is deemed ineligible for award as the Statewide FI due to insufficient ability to meet the requirements specified within this RFP, how will they be notified? Will non-awardees be provided with details regarding the exact nature of their ineligibility, including specific criteria they failed to meet?	This question is not relevant to the development of a proposal under this RFP.
1314	Eligibility	Section 5.5: Minority & Women-Owned Business Enterprise (M/WBE) Requirements and Equal Employment Opportunity (EEO) Reporting (Page 13 of RFP)	Who has the Department identified as likely bidders?	This question is not relevant to the development of a proposal under this RFP.
1315	Evaluation	Section 3.1: Minimum Qualifications, Bullet a) (Page 4 of RFP)	How will the Department determine whether a bidder performed statewide FI services in another state?	This question is not relevant to the development of a proposal under this RFP.
1316	Evaluation	Section 8.6: Best and Final Offers (Page 26 of RFP)	Will Bidders who are requested to provide a Best and Final Offer be informed of current cost proposal bids or the lowest bid?	This question is not relevant to the development of a proposal under this RFP.
1317	Evaluation	Section 8.6: Best and Final Offers (Page 26 of RFP)	Please define “proposal that are susceptible to award”.	This question is not relevant to the development of a proposal under this RFP.
1318	Evaluation	Section 8.1: General Information (Pages 25-26 of RFP)	Can the Department provide specific examples or case studies where the "Best Value" concept has been successfully applied in similar contexts to ensure clarity on its practical application?	This question is not relevant to the development of a proposal under this RFP.
1319	Evaluation	Section 8.1: General Information (Pages 25-26 of RFP)	The statute allows for a competitive bidding process that oversteps typical state procurement laws. How will the Department ensure transparency and fairness in the selection process of the Statewide Fiscal Intermediary, given the "Notwithstanding" clause in the state finance law? What safeguards are in place to prevent conflicts of interest and ensure the best value for consumers and the state?	This question is not relevant to the development of a proposal under this RFP.
1320	Evaluation	Section 8.1: General Information (Pages 25-26 of RFP)	Given the confidentiality of the evaluation process, how will the Department of Health ensure transparency and fairness in the scoring and selection of the winning proposal?	This question is not relevant to the development of a proposal under this RFP.
1321	Evaluation	Section 8.1: General Information (Pages 25-26 of RFP)	Under Section 8.1, what does DOH mean by an evaluation process conducted in a “comprehensive and impartial manner”? What, if any, guidelines or oversight will DOH implement to ensure that the “evaluation process will be conducted in a comprehensive and impartial manner”?	This question is not relevant to the development of a proposal under this RFP.
1322	Evaluation	Section 8.1: General Information (Pages 25-26 of RFP)	Can the Department of Health explain the reasoning behind weighing the Cost Proposal at 35% of the proposal’s total score? How is the State planning to ensure that the “Best Value” concept described in Section 8.1 doesn’t encourage Cost Proposal bids that undercut a Fiscal Intermediaries’ ability to provide quality services with as little disruption to consumers and PAs as possible?	This question is not relevant to the development of a proposal under this RFP.
1323	Evaluation	Section 8.3: Technical Evaluation (Page 26 of RFP)	Has the Department prepared a scoring methodology?	This question is not relevant to the development of a proposal under this RFP.
1324	EVV	General	Does NYS intend to create policies to assist with EVV Compliance?	This question is not relevant to the development of a proposal under this RFP.
1325	EVV	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements, Bullet i) (Pages 7-8 of RFP)	Not all Consumers or PAs comply with EVV requirements. How will the selected bidder be measured for EVV compliance?	This question is not relevant to the development of a proposal under this RFP.
1326	EVV	Section 4.6: Fiscal Monitoring and Oversight Requirements, Bullet h) (Page 9 of RFP)	What information should be included in the quarterly report, and what format should the report be in?	This question is not relevant to the development of a proposal under this RFP.
1327	EVV	Section 4.6: Fiscal Monitoring and Oversight Requirements, Bullet h) (Page 9 of RFP)	Will the quarterly EVV compliance report be made available to the public?	This question is not relevant to the development of a proposal under this RFP.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 102 of 105 PageID #: 380

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
1328	EVV	Section 4.6: Fiscal Monitoring and Oversight Requirements, Bullet h) (Page 9 of RFP)	What information should be included in the quarterly report, and what format should the report be in?	This question is not relevant to the development of a proposal under this RFP.
1329	EVV	Section 4.6: Fiscal Monitoring and Oversight Requirements, Bullet h) (Page 9 of RFP)	RFP Section 4.6: h) Provide the Department with a quarterly report regarding the Contractor's EVV compliance with section 12006(a) of the 21st Century Cures Act and the bidder's EVV system's completeness and accuracy as required by 18 NYCRR Part 514. What is the minimum percentage of successful EVV compliance on a weekly or monthly basis? If a PA forgets to clock in/out, the successful percentage can decrease; therefore, understanding the minimum percentage expectation is important. If using GPS to capture the location of service, what is the acceptable feet/distance from the consumer's location?	This question is not relevant to the development of a proposal under this RFP.
1330	Fiscal Oversight	Section 4.6: Fiscal Monitoring and Oversight Requirements, Bullet a) (Page 9 of RFP)	Will the annual cost report information be available to the public?	This question is not relevant to the development of a proposal under this RFP.
1331	Fiscal Oversight	Section 4.6: Fiscal Monitoring and Oversight Requirements, Bullet a) (Page 9 of RFP)	Will the public have an opportunity to comment on the annual cost reports?	This question is not relevant to the development of a proposal under this RFP.
1332	Fiscal Oversight	Section 4.6: Fiscal Monitoring and Oversight Requirements, Bullet b) (Page 9 of RFP)	Will the written fiscal procedures be published or made available to the public to review?	This question is not relevant to the development of a proposal under this RFP.
1333	Fiscal Oversight	Section 4.6: Fiscal Monitoring and Oversight Requirements, Bullet d) (Page 9 of RFP)	How can a statewide FI contractor objectively oversee and investigate itself for fiscal integrity?	This question is not relevant to the development of a proposal under this RFP.
1334	Fiscal Oversight	Section 4.6: Fiscal Monitoring and Oversight Requirements, Bullet a) (Page 9 of RFP)	What safeguards will the Department implement to ensure that the single statewide FI does not prioritize cost-cutting over service quality, potentially leading to reduced wages and benefits for personal assistants and lower standards of care for consumers?	This question is not relevant to the development of a proposal under this RFP.
1335	Fiscal Oversight	Section 4.6: Fiscal Monitoring and Oversight Requirements, Bullet a) (Page 9 of RFP)	Will cost reports continue to be processed through DOH/KPMG?	This question is not relevant to the development of a proposal under this RFP.
1336	Fraud	General	In what ways does this RFP further the goal of curbing fraud, waste, and abuse when there already exists appropriate investigative authority in the New York State Office of Medicaid Inspector General and Medicaid Fraud Control Unit?	This question is not relevant to the development of a proposal under this RFP.
1337	Fraud	Section 4.6: Fiscal Monitoring and Oversight Requirements (Page 9 of RFP)	Recent accusations of widespread fraud within CDPAP have cast a shadow over the program. What specific information or data, relevant to other in-state and out-of-state programs, can the Department provide to support CDPAP has more fraudulent activity in relation to program-population size?	This question is not relevant to the development of a proposal under this RFP.
1338	Health Assessment	Section 4.1: Required Fiscal Intermediary Services, Bullet d) (Page 5 of RFP)	Will the fiscal intermediary need to perform health assessments of each PA prior to service delivery?	This question is not relevant to the development of a proposal under this RFP.
1339	Joint Employer	Section 4.2: Best Practices, Bullet b), c), and d) (Page 6 of RFP)	Why is it a better practice to visit a consumer's home, conduct orientation for PAs, or engage in activities such as the supporting of recruiting and terminating PAs, if it is not the responsibility of the statewide FI to provide these or any personal care services as per RPF section 4.1 Required Fiscal Intermediary Services?	This question is not relevant to the development of a proposal under this RFP.
1340	Joint Employer	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements (Pages 6-7 of RFP)	Considering the anticipated joint employer status of the Statewide FI and the consolidation of numerous existing FI entities into a single Statewide FI, how does the Department plan to accurately project the overall costs and anticipated savings, including potential increases in direct care expenses and liabilities associated with the joint employer status?	This question is not relevant to the development of a proposal under this RFP.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 103 of 105 PageID #: 381

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
1341	Joint Employer	Section 4.3: Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements (Pages 6-7 of RFP)	Why has the State and/or Department not included the specific joint employer language in the statute or regulation?	This question is not relevant to the development of a proposal under this RFP.
1342	Marketing	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements, Bullet j) (Pages 7-8 of RFP)	Will the Department guidance, etc. regarding marketing and marketing materials conform to state and federal constitutional standards regarding the limitations of speech?	This question is not relevant to the development of a proposal under this RFP.
1343	Marketing	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements, Bullet j) (Pages 7-8 of RFP)	Will subcontractors be subject to DOH guidance regarding marketing of FI services	Department projections will not be provided. Bidders should review historic and publicly available information to inform their own assumptions.
1344	Marketing	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements, Bullet j) (Pages 7-8 of RFP)	Will DOH guidance concerning marketing be made available to the public?	This question is not relevant to the development of a proposal under this RFP.
1345	Marketing	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements, Bullet j) (Pages 7-8 of RFP)	Will the Department commit that it will not issue guidance, etc. regarding marketing and marketing materials that intentionally violate state and federal standards regarding the limitations of speech?	This question is not relevant to the development of a proposal under this RFP.
1346	Marketing	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements (Pages 7-8 of RFP)	In 4.4(j), the Statewide FI is identified as being responsible for complying with "Department issued guidance and directives, and any other guidance, templates or directives the Department may issue with respect to marketing and marketing materials." What guidance and directives currently exist in relation to marketing and marketing materials?	This question is not relevant to the development of a proposal under this RFP.
1347	MCO Contracting	Section 4.0: Scope of Work, Third Bullet (Page 5 of RFP)	MLTC's were not effective until after 2013. How can any FI have a contract with an MLTC for Consumer Directed Services as of January 1, 2012 or earlier if MLTC's did not provide this service until after 2012.	This question is not relevant to the development of a proposal under this RFP.
1348	MCO Contracting	Section 4.1: Required Fiscal Intermediary Services, Bullet h) (Page 5 of RFP)	Will DOH annually review the contracts the Single FI must enter into with the MCO's?	This question is not relevant to the development of a proposal under this RFP.
1349	Monopoly	Section 4.7: Quality Monitoring and Reporting Requirements (Page 9 of RFP)	Consolidating fiscal intermediaries into a single entity raises significant concerns regarding monopoly, legal protections, and accountability in CDPAP. Has the Department evaluated these risks, and what safeguards will be implemented to protect consumers from potential abuses of power?	This question is not relevant to the development of a proposal under this RFP.
1350	Monopoly	Section 4.7: Quality Monitoring and Reporting Requirements (Page 9 of RFP)	How does the Department plan to maintain accountability and innovation in service delivery if competition among fiscal intermediaries is eliminated, potentially leading to stagnation in service quality and efficiency?	This question is not relevant to the development of a proposal under this RFP.
1351	Monopoly	Section 4.7: Quality Monitoring and Reporting Requirements (Page 9 of RFP)	What specific analyses and data does the Department have to support the assertion that a single fiscal intermediary will not exploit its position to lobby for regulations that serve its interests or cut corners in service provision, potentially harming consumers and personal assistant workers?	This question is not relevant to the development of a proposal under this RFP.
1352	Monopoly	Section 4.7: Quality Monitoring and Reporting Requirements (Page 9 of RFP)	How will the Department monitor and enforce quality standards for the single statewide FI to ensure that the level of service remains consistent with the current multi-FI model?	Bidders should review historic and publicly available information to inform their own assumptions.
1353	Monopoly	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements (Pages 7-8 of RFP)	What measures will be put in place to prevent potential monopolistic practices and ensure fair competition among subcontractors in the single statewide FI model?	This question is not relevant to the development of a proposal under this RFP.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 104 of 105 PageID #: 382

New York State Department of Health
Request For Proposals (RFP) #20524
New York State Fiscal Intermediary Services
Questions and Answers - August 7, 2024

Number	Subject	Corresponding RFP Section	Question	Answer
1354	MWBE	Section 5.5: Minority & Women-Owned Business Enterprise (M/WBE) Requirements and Equal Employment Opportunity (EEO) Reporting (Page 13 of RFP)	The MWBE Requirement for this opportunity has been identified as 0%. Why has the Department determined that this contract is not subject to the terms of the MWBE policy for contracting and subcontracting?	This question is not relevant to the development of a proposal under this RFP.
1355	No Subcontractors	Section 4.0: Scope of Work (Page 5 of RFP)	What happens if the selected FI does not contract with one or more independent living centers?	This question is not relevant to the development of a proposal under this RFP.
1356	No Subcontractors	Section 4.0: Scope of Work (Page 5 of RFP)	What happens if the selected FI does not contract with at least one entity per NYS DOH MLTC rate setting region that has a proven record of delivering services to individuals with disabilities and the senior population and has been providing fiscal intermediary services since January 1, 2012, or earlier?	This question is not relevant to the development of a proposal under this RFP.
1357	Overtime	General	With the single FI, Overtime will skyrocket. Is the state going to create regulations to set the rules regarding it?	This question is not relevant to the development of a proposal under this RFP.
1358	Overtime	Section 4.1: Required Fiscal Intermediary Services, Bullet b) (Page 5 of RFP)	As scheduling is the responsibility of the consumer, how will the usage of overtime be handled?	This question is not relevant to the development of a proposal under this RFP.
1359	Overtime	Section 4.1: Required Fiscal Intermediary Services, Bullet a) (Page 5 of RFP)	Will the consumer need to get permission to use overtime?	This question is not relevant to the development of a proposal under this RFP.
1360	Overtime	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements (Pages 7-8 of RFP)	If the Statewide FI cannot limit the amount of overtime a Consumer can schedule, how will the Department ensure that rates are sufficient to pay the required overtime?	This question is not relevant to the development of a proposal under this RFP.
1361	Overtime	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements, Bullet f) (Pages 7-8 of RFP)	Will Plans be required to compensate the selected FI for PA overtime?	This question is not relevant to the development of a proposal under this RFP.
1362	Overtime	Section 4.4: Statewide Fiscal Intermediary Compliance Requirements, Bullet e) (Pages 7-8 of RFP)	If overtime is allowed, who is responsible for funding the overtime pay when the consumer schedules their PAs' overtime? Will overtime pay be reimbursed to the statewide fiscal intermediary?	This question is not relevant to the development of a proposal under this RFP.

Case 1:26-cv-03601-OEM-JRC Document 47-4 Filed 09/11/26 Page 105 of 105 PageID #: 383

EXHIBIT C

Request for Proposals

RFP #20524
New York State Fiscal Intermediary Services

AMENDMENT #3

August 7, 2024

The following are official modifications, which are hereby incorporated into Request for Proposals (RFP) #20524: New York State Fiscal Intermediary Services.

The information contained in the Amendment prevails over the original RFP language and Amendments #1 and #2 to this RFP. For all amendments below, deleted language appears in strikethrough ("~~xxx~~") and added or revised language appears in **red, bold and underlined text**. Bidders should review all documents in their entirety to ensure all amended language is incorporated into proposals.

Title Page (Page 1 of RFP)

DESIGNATED CONTACT:

Pursuant to State Finance Law §§ 139-j and 139-k, the New York State Department of Health (hereinafter referred to as the **Department** or as **DOH**) identifies the following designated person to whom all communications attempting to influence the Department's conduct or decision regarding this procurement must be made.

~~Sue Mantica~~
~~Bureau of Contracts~~
~~New York State Department of Health~~
~~Corning Tower, Room 2827~~
~~Governor Nelson A. Rockefeller Empire State Plaza~~
~~Albany, New York 12237~~
~~Telephone: 518-474-7896~~
~~Email Address: sue.mantica@health.ny.gov~~

Eryn Keefe
Bureau of Contracts
New York State Department of Health
Corning Tower, Room 2827
Governor Nelson A. Rockefeller Empire State Plaza
Albany, New York 12237
Telephone: 518-408-7765
Email Address: Eryn.Keefe@health.ny.gov

PERMISSIBLE SUBJECT MATTER CONTACT:

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

Michael Lewandowski
New York State Department of Health
Office of Health Insurance Programs
Division of Finance and Rate Setting
Telephone: 518-473-4657
Email Address: OHIPContracts@health.ny.gov

3.1 Minimum Qualifications

Entities eligible to submit a bid under this RFP in accordance with SSL § 365-f shall include:

a) An entity capable of performing statewide fiscal intermediary services with demonstrated cultural and language competencies specific to the population of consumers and those of the available workforce with experience serving individuals with disabilities and as of April 1st, 2024, is providing services as a fiscal intermediary on a statewide basis in at least one other state. **For the purposes of this minimum qualification, "statewide basis in at least one other state" means that the entity is currently engaged in a contract with the single State agency established or designated to administer or supervise the administration of the State's Medicaid program in a state other than New York, to be a provider of fiscal intermediary services throughout the entire geographic area of the subject state.**

4.1. Required Fiscal Intermediary Services

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)~~ **(d)** as well as documentation, where applicable, of completed background checks and completed training requirements;

4.3 Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements

The awarded Statewide FI will accept and acknowledge its 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 proposal.

In the delivery of the services described in Section 4.1, the **Awarded Statewide FI**, on its behalf and on behalf of the consumers it serves, is responsible for:

a) Ensuring full and timely payment of wages**, benefits, and wage supplements** established by the awarded Statewide FI, per applicable labor laws, preferably by direct deposit, and providing all statements and maintaining all records required by the New York State Labor Law

---

4.10 Transition Requirements

1. Initial Transition

The Contractor will be required to transition all consumers and their personal assistants from their current fiscal intermediaries to the Statewide Fiscal Intermediary. For the purposes of Section 5.4.3, Initial Transition Activities are limited to:

- **Executing agreements with subcontractors and managed care plans;**
- **Contacting every managed care plan and Local Department of Social Services to determine the consumers that need to be transitioned and the fiscal intermediaries they currently work with;**
- **Contacting each consumer to educate them about the transition;**
- **Assisting consumers with educating their personal assistants about the transition;**
- **Hosting in-person or virtual informational sessions to provide information about the transition in a culturally competent manner;**
- **Onboarding personal assistants including enrolling in direct deposit and transferring documentation from the current fiscal intermediary;**
- **Specialized assistance for vulnerable subpopulations, e.g., people with disabilities, children, and limited English proficiency;**

- **Developing and disseminating of any other public information relevant to the consumers, personal assistants, managed care plans and Local Departments of Social Services**

Upon award, the selected Statewide Fiscal Intermediary will be required to share an itemized transition plan with the Department.

Per Section 4.0 of the RFP, subcontractors may assist with the transition provided the subcontracted responsibilities are permitted by the contract.

The PMPM will be paid only for those consumers fully transitioned to the Statewide FI by the end of each month. See Section 5.4 for additional Payment terms.

2. Transition-Out

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

In addition to complying with the transition requirements provided in § 365-f (4-d) and any directives or guidance the Department may issue to facilitate a transition, the awarded Statewide FI and its subcontractors shall generally ensure that any transition to the Department, Departmental agent, or successor Statewide FI be done in a way that provides the Department with uninterrupted FI 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 awarded Statewide FI shall manage and maintain the appropriate number of staff to meet all requirements during the transition. All reporting and record requirements, security standards, and performance standards are still in effect during the transition period.

The awarded Statewide FI 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 Departmental 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 six (6) months before the last day of its contract with the Department of Health or upon request of the Department.

5.4 Payment

The Contract awarded under this RFP will authorize the bidder to provide Fiscal Intermediary Services to consumers enrolled in the NY-Medicaid Consumer Directed Personal Assistance Program. In operating as the Statewide FI, the Statewide FI will be reimbursed for ~~both~~ **the following**: 1) Administrative Costs; ~~and~~ 2) Direct Care Service Costs~~.~~; **and 3) Initial Transition Costs**.

1. Administrative Costs

- Payment for Administrative Costs will be based on the Contractor's Proposed Per Member Per Month (PMPM) price included in its submitted Attachment F: Cost Proposal. The Proposed PMPM will be an all-inclusive price to complete all FI Statewide Administrative functions through the resulting contract~~.~~, **excluding the Initial Transition Costs as identified in Sections 4.10.1 and 5.4.3 of the RFP**. The Contractor will not be reimbursed separately by NYS or any other entity for any Administrative Services outside of its Proposed PMPM **for Administrative Costs and the proposed PMPM for Initial Transition Costs** bid under this RFP;
- FI Administrative Costs will be reimbursed monthly in accordance with the policies in effect on the date the services are rendered.

2. Direct Care Service Costs

- The awarded Statewide FI contracted by the Department through this RFP will also be qualified to enter into contracts with the managed care organizations (MCOs) or Local Departments of Social Services (LDSS) to support reimbursement for direct care service delivery by the CDPA. The terms of these contracts shall be consistent with State and federal laws, rules, regulations, and applicable guidance.
- The Direct Care Service Costs will be reimbursed separately from the Administrative Costs outlined above, according to the contracts with the managed care organization or the Fee For Service (FFS) Fee Schedule for FFS Members.

3. **Initial Transition Costs**
   - **Payment for the Initial Transition Costs will be made monthly based on the Contractor's Proposed Per Member Per Month (PMPM) price for Initial Transition Costs included in its submitted Attachment F: Cost Proposal. The Proposed PMPM for Initial Transition Costs will be an all-inclusive price to complete all Initial Transition activities as identified in Section 4.10.1 of the RFP.**
   - **The awarded Contractor will only be able to bill for Initial Transition Costs within the first twelve (12) months of the resulting contract and such costs will be reimbursed separately from the PMPM price for Administrative Costs identified in Section 5.4.1 above.**
   - **The Initial Transition Costs PMPM should include only the transition activities outlined in Section 4.10.1;**
   - **Initial Transition Costs will be paid monthly based on the actual number of consumers fully transitioned to the Contractor from other fiscal intermediaries. The transition PMPM will not be paid for consumers that are new to CDPAP and not transitioning from another fiscal intermediary.**

Payment of invoices and/or vouchers for initial transition costs submitted by the successful Bidder pursuant to the terms of the Contract entered into pursuant to this RFP by the Department shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms for initial transition costs will be:

The contractor shall submit invoices and/or vouchers to the State's designated payment office:

Preferred Method: Email a .pdf copy of your signed voucher to the BSC at: AccountsPayable@ogs.ny.gov with a subject field as follows:

Subject: Unit ID 3450445 Contract # TBD

Alternate Method: Mail vouchers to BSC at the following U.S. postal address:
NYS Department of Health Unit ID 3450445
c/o NYS OGS BSC Accounts Payable Building 5, 5th Floor
1220 Washington Ave.
Albany, NY 12226-1900

Payment for invoices and/or vouchers submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at https://www.osc.state.ny.us/state-vendors by email at epayments@osc.state.ny.us or by telephone at 518-474- 6019. CONTRACTOR acknowledges that it will not receive payment on any invoices and/or vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9 must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at https://www.osc.state.ny.us/state-vendors.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller
Bureau of Accounting Operations
Warrant & Payment Control Unit

110 State Street, 9th Floor Albany, NY 12236

Payment of such invoices and/or vouchers for the initial transition costs by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms will be as outlined in the Initial Transition Costs above.

The Contractor will be required to provide detailed reports with its invoices that contain documentation supporting its transition efforts. This supporting documentation should include, but is not limited to: the consumer's last name and first initial, managed care plan/LDSS, fiscal intermediary transitioning from and effective date of transition.

Monthly invoices for initial transition costs will be due thirty (30) calendar days after the end of the month and must be accompanied by the supporting documentation outlined above. Invoices that are submitted without this supporting documentation, will not be processed for payment. Additional information must be made available upon request of the DOH.

5.8 DOH's Reserved Rights

The Department of Health reserves the right to:

1. Reject any or all bids received in response to the RFP;
2. Withdraw the RFP at any time, at the Department's sole discretion;
3. ~~Make an award under the RFP in whole or in part;~~
4. Disqualify any bidders whose conduct, and/or bid fails to conform to the requirements of the RFP;
5. Seek clarifications and revisions of bids;
6. Use bidder information obtained through site visits, management interviews and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP;
7. Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
8. Prior to the bid opening, direct bidders to submit bid modifications addressing subsequent RFP 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 bidders;
11. Waive any requirements that are not material;
12. Negotiate with the bidder selected to be the awarded Statewide FI within the scope of the RFP in the best interests of the state;
13. Conduct contract negotiations with the next responsible bidder, should the Department be unsuccessful in negotiating with the selected bidder;
14. Utilize any and all ideas submitted in the bids received;
15. Consider every bid to 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 bid is subject to withdrawal communicated in a writing signed by the bidder; 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 bidder's bid and/or to determine a bidder's compliance with the requirements of the RFP.

6.2 Technical Proposal

……..

D. Documentation of Bidder's Eligibility Responsive to Section 3.0 of RFP

Bidders must complete and submit **Attachment B** to certify and attest that they **meet all the requirements stated in Section 3.0 and Revised Attachment B.**

As well as completion of Revised Attachment B to certify and attest, Bidders should provide a narrative description identifying how the bidder meets the minimum requirements outlined below:

- An entity capable of performing statewide fiscal intermediary services with demonstrated cultural and language competencies specific to the population of consumers and those of the available workforce with experience serving individuals with disabilities and as of April 1st, 2024, is providing services as a fiscal intermediary on a statewide basis in at least one other state. **For the purposes of this minimum qualification, "statewide basis in at least one other state" means that the entity is currently engaged in a contract with the single State agency established or designated to administer or supervise the administration of the State's Medicaid program in a state other than New York, to be a provider of fiscal intermediary services throughout the entire geographic area of the subject state.**

6.2.F.1. Required Fiscal Intermediary Scope of Work

2. Describe the ability and experience the bidder has in serving members with disabilities **and the senior population.**

6.3 Cost Proposal

The Contract awarded under this RFP will authorize the bidder to provide Fiscal Intermediary Services to consumers enrolled in the NY-Medicaid Consumer Directed Personal Assistance Program. In operating as the Statewide FI, the Statewide FI will be reimbursed for ~~both~~ **the following**: 1) Administrative Costs; ~~and~~ 2) Direct Care Service Costs~~.~~**; and 3) Transition Costs**. However, bidders are only required to propose a**n** ~~single~~ all-inclusive Per Member Per Month (PMPM) price for the Administrative **Costs and an all-inclusive PMPM for Initial Transition Costs** identified in this RFP. **Direct Care Service Costs will be reimbursed separately from the Administrative Costs outlined above, according to the contracts with the managed care organization or the Fee For Service (FFS) Fee Schedule for FFS Members.**

Bidders must complete and sign Attachment F: Cost Proposal and Attachment F-1: Cost Proposal Affidavit. The Cost Proposal shall comply with the format and content requirements as detailed in this RFP. Failure to comply with the format and content requirements may result in disqualification in DOH's sole discretion.

The bidder shall use the information provided within this RFP, including current served populations described in the appendices, as well as its knowledge of New York and experience in other States to complete Attachment F: Cost Proposal. Within Attachment F, bidders must provide **two** ~~single~~ all-inclusive **prices; one all-inclusive** Per Member Per Month (PMPM) price to complete all FI Statewide Administrative functions through the resulting contract**; and one all-inclusive PMPM price to complete all Initial Transition activities as outlined in Section 4.10.1 of the RFP. The Contractor will only be able to bill for the Initial Transition Costs within the first twelve (12) months of the contract.** The Contractor will not be reimbursed separately by NYS or any other entity for any Administrative Services outside of its proposed ~~single~~ all-inclusive PMPM **for Administrative functions and its all-inclusive PMPM for Initial Transition Costs** bid under this RFP. ~~This~~ **The** ~~single~~ all-inclusive PMPM **for Administrative functions and the all-inclusive PMPM for Initial Transition Costs** will be for all populations in all regions and must consider all aspects and functions of the Statewide FI.

The awarded Contractor will not be reimbursed separately for any costs outside of its submitted Attachment F: Cost Proposal and the direct care service delivery compensated separately as identified in Section 5.4: Payment.

The proposed ~~single~~ all-inclusive PMPM price**s** should be in whole cents only. Fractions of cents will not be rounded up or down. The Department will ignore any and all numbers beyond two (2) decimal places.

Attachment B: Bidder's Demonstration of Eligibility to Submit a Bid is replaced in its entirety with **Revised** Attachment B: Bidder's Demonstration of Eligibility to Submit a Bid and should be utilized by all Bidders when responding

to this RFP. The **Revised** Attachment B: Bidder's Demonstration of Eligibility to Submit a Bid can be found on the following pages.

Attachment F: Cost Proposal is replaced in its entirety with **Revised** Attachment F: Cost Proposal and should be utilized by all Bidders when responding to this RFP. The **Revised** Attachment F: Cost Proposal can be found on the following pages.

<Space intentionally left blank>

Revised ATTACHMENT B

BIDDER'S DEMONSTRATION OF ELIGIBILITY TO SUBMIT A BID

BIDDER NAME: _____

The bidder, as named above, attests to meeting the following ~~(check all that apply)~~:*

☐ ~~-~~Bidder is an entity capable of performing statewide fiscal intermediary services with demonstrated cultural and language competencies specific to the population of consumers and those of the available workforce, has experience serving individuals with disabilities, and as of April 1st, 2024, is providing services as a fiscal intermediary on a statewide basis with at least one other state.

Name of State(s): _____

State Representative Contact Information:

Name: _____

Email: _____

Phone Number: _____

☐ ~~-~~In each DOH MLTC Rate Setting Region, bidder will subcontract with each service center for independent living (ILC) under section 1121 of the New York State Education Law **that has been providing fiscal intermediary services since** ~~prior to~~ January 1, 2024 **or earlier**;

☐ In each DOH MLTC Rate Setting Region, bidder will subcontract with ~~an~~ at **least one** entity that has been ~~established as a~~ **providing** ~~F~~**f**iscal ~~I~~**i**ntermediary **services since** ~~prior to~~ January 1, 2012~~ and has been continuously providing services for CDPAP individuals under SSL § 365-f~~;

☐ ~~-~~Bidder is an entity capable of appropriately providing fiscal intermediary services, performing the responsibilities of a fiscal intermediary and complying with SSL § 365-f.

*Within the Technical Proposal, bidders should also provide a narrative description identifying how the bidder meets the minimum requirements outlined above.

Joint Employment Attestation:

In addition, the bidder, 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 **Statewide 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 ~~Offeror~~ **bidder** per applicable federal and state labor laws, including wage parity and overtime 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 PAs for a single consumer.

d) Complying with all applicable social security, workers' compensation, disability and unemployment insurance employer requirements.

e) Will contract with an EVV vendor to collect and submit data to the NYS Aggregator in accordance with the 21st Century Cures Act and the NYS EVV policy guidance and standards.

f) 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.

g) Coordinating PA benefits, including annual leave, health insurance and employee benefits as applicable;

h) Reporting wages paid and taxes withheld using appropriate forms (e.g., Form W-2, Wage and Tax Statement, Form NYS-45)

i) Maintaining and making available to the Consumer information detailing the wage rates and benefits of PAs;

j) Auditing Consumer's PA billing records, and resolving any anomalies;

k) Processing termination documentations once notified by the Consumer that their PA has been terminated; and

l) Processing wage verification requests, Paid Family Leave (PFL) claims and Family Medical Leave Act (FMLA) claims.

Name of individual authorized to bind the bidder to the above terms: _____

Email/Phone number of authorized individual: _____

Bidder SIGNATURE:

By:_____ Date: _____
(signature)

Printed Name:_____

Title:_____

STATE OF NEW YORK)
) SS:
County of _____)

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(Signature and office of the individual taking acknowledgement)

Revised ATTACHMENT F
COST PROPOSAL

Bidders shall use the information provided within this RFP, including current served populations described in the appendices, as well as its knowledge of New York and experience in other States to complete the Cost Proposal.

Bidders must provide two ~~a single all-inclusive~~ prices; one all-inclusive Per Member Per Month (PMPM) price to complete all FI Statewide Administrative functions through the resulting contract; and one all-inclusive PMPM price to complete all Initial Transition activities. The Contractor will only be able to bill for the Initial Transition Costs within the first twelve (12) months of the contract for only those consumers who have fully transitioned to the Statewide FI Contractor from other fiscal intermediaries.

The Contractor will not be reimbursed separately by NYS or any other entity for any Administrative Services outside of its proposed ~~single~~ all-inclusive PMPM for Administrative functions and its all-inclusive PMPM for Initial Transition Costs bid under this RFP. ~~This~~The ~~single~~ all-inclusive PMPM for Administrative functions and the all-inclusive PMPM for Initial Transition Costs will be for all populations in all regions and must consider all aspects and functions of the Statewide FI.

The proposed ~~single~~ all-inclusive PMPM prices should be in whole cents only. Fractions of cents will not be rounded up or down. The Department will ignore any and all numbers beyond two (2) decimal places.

Bidder's Name: _____

1. Bidder's Proposed PMPM to complete all FI Statewide **Administrative** Functions, **excluding Initial Transition Costs**: $_____

2. **Bidder's Proposed PMPM to complete all Initial Transition Costs $_____**

By signing this Cost Proposal, bidder agrees that the Proposed PMPM **for Administrative functions and Proposed PMPM for Transition Costs** ~~is~~**are** binding for 365 days from the proposal due date.

Name: _____

Date:_____

Bidder's Authorized Signature:_____

EXHIBIT D

(Redacted)

Appendix C

YOUR LIFE
YOUR CARE
YOUR PEOPLE





RFP #20524: New York State Fiscal Intermediary Services

Technical Proposal

Submitted by Public Partnerships LLC (PPL)

Public Partnerships LLC (PPL)
8000 Avalon Blvd, Suite 300
Alpharetta, GA 30009
FEIN: [redacted]
NYS Tax ID: [redacted]
NYS Dept. of State ID #: [redacted]
MMIS #: [redacted]

Alayna Bochenek
401 New Karner Rd, Suite 301, Albany, NY 12205
518.528.1965
201.201.4186
abochenek@pplfirst.com

Due: August 21, 2024

6.2.B. Table of Contents

6.2.C. Attachment 4 Vendor Assurance of No Conflict of Interest or Detrimental Effect 1

6.2.D. Documentation of Bidder's Eligibility to Submit an Offer (requirement) 2

6.2.D. Revised Attachment B Demonstration of Eligibility to Submit a Bid.....5

6.2.E. Attachment C Program Specific Certifications and Attestations 7

6.2.F. Technical Proposal Narrative 8

F.Executive Summary 8

Experience 8

Attributes 10

Techniques, Skills and Abilities Unique to PPL 12

Compliance Matrix 17

F.1. Required Fiscal Intermediary Scope of Work 37

1. Ability and Experience Providing FI Services 38

2. Ability and Experience in Serving Members with Disabilities.....50

3. Ability and Experience to Provide Cultural and Linguistic Competencies 52

Scope of Work (RFP Section 4.0).....57

F.2. Best Practices.....61

1. Creative Approaches 62

F.3. Fiscal Intermediary Organizational Requirements.....70

1. Ability to Serve Consumers Statewide 71

2. Local Presence.....78

3. Effective Organizational Structure.....81

4. Organizational Chart.....88

5. FI Administrative Personnel Qualifications and Training 90

6. Written FI Policies and Procedures.....110

7. Availability of Cultural and Language Competencies 115

8. Disaster Preparedness and Emergency Plans and Procedures *117*

F.4. Fiscal Monitoring and Oversight 127

1. Description of Fiscal Monitoring and Oversight *128*

2. Pending Audit Proposed Process *140*

F.5. Quality Monitoring and Reporting 143

1. Compliance with Reporting Requirements *144*

2. Data Management and Reporting Tools *149*

3. Quality Management Previous Experience *161*

4. Operational Enhancements and Program Efficiencies *163*

F.6. EVV System 177

a) EVV System Usage *178*

b) EVV System Integration Experience *180*

c) Dedicated and Knowledgeable Staff *181*

d) Correct and Timely Claims *182*

e) Employee Training *185*

f) Ability to Comply with NYS EVV Standards *187*

g) Auditing Results *192*

Attachments 193

Attachment 4 - Vendor Assurance of No Conflict of Interest or Detrimental Effect

New York State Required Certifications

Contract #:

Offerer Assurance of No Conflict of Interest or Detrimental Effect

The Offerer proposing to provide services pursuant to this solicitation, as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this solicitation does not and will not create a conflict of interest with nor position the Offerer to breach any other contract currently in force with the State of New York. Furthermore, the Offerer attests that it will not act in any manner that is detrimental to any State project on which the Offerer is rendering services.

Specifically, the Offerer attests that:

1. The fulfillment of obligations by the Offerer, as proposed in the response, does not violate any existing contracts or agreements between the Offerer and the State;
2. The fulfillment of obligations by the Offerer, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Offerer has regarding any existing contracts or agreements between the Offerer and the State;
3. The fulfillment of obligations by the Offerer, as proposed in the response, does not and will not compromise the Offerer' s ability to carry out its obligations under any existing contracts between the Offerer and the State;
4. The fulfillment of any other contractual obligations that the Offerer has with the State will not affect or influence its ability to perform under any contract with the State resulting from this Solicitation;
5. During the negotiation and execution of any contract resulting from this Solicitation, the Offerer will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State including, but not limited to, any action or decision to divert resources from one State project to another;
6. In fulfilling obligations under each of its State contracts, including any contract which results from this Solicitation, the Offerer will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State including, but not limited to, any action or decision to divert resources from one State project to another;
7. No former officer or employee of the State who is now employed by the Offerer, nor any former officer or employee of the Offerer who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and
8. The Offerer has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Offerer(s) responding to this Solicitation should note that the State recognizes that conflicts may occur in the future because an Offerer may have existing or new relationships. The State will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Offerer's Name (legal entity)

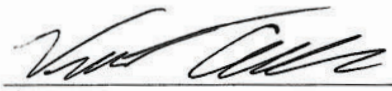
Public Partnerships LLC (PPL)

Title

Chief Executive Officer

By, Name (please print)

Vincent Coppola



Signature

August 21, 2024

Date

This form must be signed by an authorized executive or legal representative.

6.2.D. Documentation of Bidder's Eligibility to Submit an Offer (Requirement)

As well as completion of Attachment B to certify and attest, Bidders should provide a narrative description identifying how the bidder meets the minimum requirements outlined below:
• An entity capable of performing statewide fiscal intermediary services with demonstrated cultural and language competencies specific to the population of consumers and those of the available workforce with experience serving individuals with disabilities and as of April 1st, 2024, is providing services as a fiscal intermediary on a statewide basis in at least one other state.

PPL has provided Fiscal Intermediary (FI) services in support of the consumer-directed option since 1999, when we were an original team member of the Robert Wood Johnson Foundation Pilot for consumer-direction. As the national leader and largest provider of FI services for consumer direction programs, we take pride in the superior quality of service we provide to our state clients, Managed Care Organizations (MCOs), program consumers, and their Personal Assistants (PAs). Our proposal to the Department of Health (DOH) reflects not only our expertise, differentiated capabilities, ability to seamlessly scale to increase capacity, and deep experience, but also our commitment to engaging in a long-lasting partnership that enhances the operation of CDPAP, and the experience of its program participants.

[redacted]

Our multilingual and generationally diverse team is one of our organization's strongest assets, as represented by these statistics:

- **Culturally:** Our workforce is comprised of 17% Hispanic or Latino, 19% Black or African American, 30% white and 9% Asian with the remaining unreported or representing two or more ethnicities.
- **Linguistically:** We can provide information and services in hundreds of languages and dialects, including those identified by New York State's Office of the Medicaid Inspector General as Limited English Proficient (LEP). [1]

[1] [1] Language Access Plan: New York State Office of the Medicaid Inspector General (ny.gov)

- **Generationally:** Our staff is represented by those who are under 40 years (58%) and over 40 years old (42%)

Additionally, 21% of our workforce identifies as having a disability, ensuring the utmost empathy, and understanding of the state's consumers as they onboard, call into our customer service center, or receive additional support throughout their experience in the program.

We are the **most qualified** vendor with the capacity, expertise, and experience to ensure the successful execution of this contract, with long-standing **statewide** contracts in **15 states.**

- Alabama (2020)
- Arkansas (2023)
- Arizona (2004)
- California (2012)
- Colorado (2009)
- Florida (2013)
- Indiana (2006)
- Massachusetts (1999)
- Maryland (2022)
- Michigan (2015)
- New Jersey (2016)
- Ohio (2019)
- Oregon (2014)
- Pennsylvania (2012)
- Virginia (2004)

[redacted]

[redacted]

Revised ATTACHMENT B

BIDDER'S DEMONSTRATION OF ELIGIBILITY TO SUBMIT A BID

BIDDER NAME: Public Partnerships LLC (PPL)

The bidder, as named above, attests to meeting the following ~~(check all that apply)~~:*

☐ ~~–~~Bidder is an entity capable of performing statewide fiscal intermediary services with demonstrated cultural and language competencies specific to the population of consumers and those of the available workforce, has experience serving individuals with disabilities, and as of April 1st, 2024, is providing services as a fiscal intermediary on a statewide basis with at least one other state.

Name of State(s): Colorado Arkansas

State Representative Contact Information:

Name: Jessica Corral Tami Rogers

Email: jessica.corral@state.co.us tami.rogers@dhs.arkansas.gov

Phone Number: 303.866.3504 501.320.6583

☐ ~~-~~In each DOH MLTC Rate Setting Region, bidder will subcontract with each service center for independent living (ILC) under section 1121 of the New York State Education Law **that has been providing fiscal intermediary services since** ~~prior to~~ January 1, 2024 **or earlier**;

☐ In each DOH MLTC Rate Setting Region, bidder will subcontract with ~~an~~ at **least one** entity that has been ~~established as a~~ **providing** ~~F~~**f**iscal ~~I~~**i**ntermediary **services since** ~~prior to~~ January 1, 2012~~ and has been continuously providing services for CDPAP individuals under SSL § 365 f~~;

☐ ~~-~~Bidder is an entity capable of appropriately providing fiscal intermediary services, performing the responsibilities of a fiscal intermediary and complying with SSL § 365-f.

*Within the Technical Proposal, bidders should also provide a narrative description identifying how the bidder meets the minimum requirements outlined above.

Joint Employment Attestation:

In addition, the bidder, 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 **Statewide 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 ~~Offeror~~ **bidder** per applicable federal and state labor laws, including wage parity and overtime 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 PAs for a single consumer.

d) Complying with all applicable social security, workers' compensation, disability and unemployment insurance employer requirements.

e) Will contract with an EVV vendor to collect and submit data to the NYS Aggregator in accordance with the 21st Century Cures Act and the NYS EVV policy guidance and standards.

f) 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.

g) Coordinating PA benefits, including annual leave, health insurance and employee benefits as applicable;

h) Reporting wages paid and taxes withheld using appropriate forms (e.g., Form W-2, Wage and Tax Statement, Form NYS-45)

i) Maintaining and making available to the Consumer information detailing the wage rates and benefits of PAs;

j) Auditing Consumer's PA billing records, and resolving any anomalies;

k) Processing termination documentations once notified by the Consumer that their PA has been terminated; and

l) Processing wage verification requests, Paid Family Leave (PFL) claims and Family Medical Leave Act (FMLA) claims.

Name of individual authorized to bind the bidder to the above terms: Vincent Coppola

Email/Phone number of authorized individual: vcoppola@pplfirst.com; 470.890.0354

Bidder SIGNATURE:

By: _____ Date: August 21, 2024
(signature)

Printed Name: Vincent Coppola

Title: Chief Executive Officer

STATE OF NEW YORK)
) SS:
County of Forsyth)

On the 21 day of August in the year 2024 before me, the undersigned, personally appeared Vincent Coppola, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Stacey Sourbeer
(Signature and office of the individual taking acknowledgement)

STACEY SOURBEER NOTARY PUBLIC STATE OF GEORGIA MY COMM. EXP. 7/4/2028 FORSYTH COUNTY, GEORGIA

ATTACHMENT C
PROGRAM SPECIFIC CERTIFICATIONS AND ATTESTATIONS

Public Partnerships LLC (PPL) attests and certifies the following:
(Bidder Name)

- Bidder attests that, as Statewide FI, bidder 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.

- Bidder 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), 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) i.e., all accessible parking spaces must be van accessible.

- Bidder 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.

- Bidder attests they will, in performing FI and other related services described in Section 4.0, comply with all applicable federal and state laws, rules, regulation, and guidance including, but not limited to, those outlined in Section 4.4 Fiscal Intermediary Compliance Requirements.

- Bidder attests that, as the single Statewide FI they will directly perform all of the following FI duties and understands that as the Statewide FI they will be prohibited from assigning any of these duties to their subcontractors:
  - 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 bidder to the above terms: Vincent Coppola

Email/Phone number of authorized individual: vcoppola@pplfirst.com; 470.890.0354

By: _____ Date: August 21, 2024
(signature)

Printed Name: Vincent Coppola

Title: Chief Executive Officer

STACEY SOURBEER NOTARY PUBLIC STATE OF GEORGIA MY COMM. EXP. 7/4/2028 FORSYTH COUNTY, GEORGIA

STATE OF NEW YORK)
) SS:
County of Forsyth)

On the 21 day of August in the year 2024 before me, the undersigned, personally appeared Vincent Coppola, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Stacey Sourbeer
(Signature and office of the individual taking acknowledgement)

31

6.2.F. Technical Proposal Narrative

F. Executive Summary

F. Technical Proposal Narrative/Executive Summary
Per statute, SSL § 365-f, the Department will select the Statewide FI based on the bidder's ability to demonstrate they can provide the services described in Section 4.0: Fiscal Intermediary Scope of Work.
The technical proposal should provide satisfactory evidence of the bidder's ability to meet, and expressly respond to, each requirement of and information requested in this RFP in Section 4.0. The summary should include any experience, attributes, special techniques, skills or abilities the Offeror possesses.
Bidders 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.
In addition to the responses included in the bidder's proposal, the responses provided in a Bidder's Vendor Responsibility Questionnaire may be considered in the evaluation of the bidder's compliance with all federal and state laws and regulations.

Public Partnerships LLC (PPL) is ready to transition the Consumer Directed Personal Assistance Program (CDPAP) to a cohesive solution that supports New York's Department of Health's (DOH) oversight and ensures continuity for consumers. Our approach is designed to address the diverse cultural, linguistic, and individual needs of consumers and Personal Assistants (PAs) throughout the entire state of New York.

Experience

Our company is uniquely positioned to deliver exceptional outcomes for this evolving program. As an original team member of the Robert Wood Johnson Foundation Pilot for consumer-direction in 1999, we have over two decades of experience, and are proud to be the leading Fiscal Intermediary (FI) service provider in the country. [redacted] Our leadership role, experience, and technical capabilities are what make us the most qualified company with the corporate capacity, operational scale, and market experience necessary to transition a program of this magnitude. We have made a significant difference in the lives of hundreds of thousands of seniors and individuals with disabilities and chronic illnesses by supporting their choice to remain independent and active within their communities. Our mission remains clear and simple — **to transform lives by expanding access to self-direction and whole-person care.** [redacted]

[redacted]

PPL has the deepest industry experience in consumer direction and FI solutions. [redacted]

- [redacted]
- [redacted]

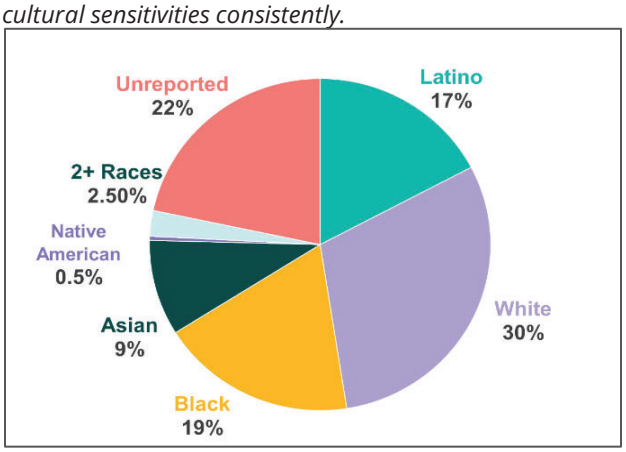
[redacted]

Attributes

Maintaining cultural and language competency is integral to our core values. We recognize the importance of diversity, not only for our consumers, but also within our organization. We believe that our ability to effectively serve a highly diverse population of consumers can only be accomplished if our employees represent the same diversity. **Exhibit F-2** provides details of our cultural composition; we place considerable importance on reflecting the diversity of the consumers we serve within our workforce. As such, we are proud to maintain an inclusive workplace for employees by respecting each other's differences, employing empathy in our day-to-day tasks, and collaborating with each other in a way that meets our peers where they are. Living by our values in this way directly translates to our passion and commitment to each community we serve:

Exhibit F-2: PPL's Employee Cultural Composition

Employing a diverse workforce helps ensure we represent cultural sensitivities consistently.



- Over 73% of our workforce is female.
- 70% are people of color or identify with underrepresented groups.
- Over 20% have an identified disability.

- 40% have a close family member with a disability.
- We employ more than 60 individuals who earn a shift differential by being able to communicate with consumers in a language other than English.
- Our Customer Service Team has access to translation services that support over 300 languages and dialects. Several staff members speak more than one language, including Arabic, Cantonese, Hindi, Korean, Mandarin, Vietnamese, and many others. In total, members of our staff speak more than 35 languages.
- Our Diversity & Inclusion Committee includes several of our executive leaders who, along with the full committee, promote awareness, education, and support for inclusive practices.

Our ready-to-implement plan ensures the highest quality of services while driving over $200 million in cost savings for the state:

- We have identified **31** key current FIs within the New York CDPAP to join the PPL team, ensuring a seamless transition of operations that mitigates the end-user impact to consumers.
    - Our network of FIs currently covers almost 25% of the CDPAP population; we have the capacity to rapidly onboard the remaining consumers.
    - Our network of Fis currently provides services in all 62 counties of New York State.
    - Our FI partners currently assist the most vulnerable consumers in the program.
    - Our FI partners add additional cultural experience and language services to our existing corporate capacity. With these partners, we'll have coverage in 44 languages, plus American Sign Language (ASL) and Russian Sign Language (RSL).
    - Our FI partners will reduce transition risk as their consumers will remain with their current FIs.

[redacted]

[redacted]

While our competitors may emphasize their fast implementations, a rushed approach can often negatively impact consumers and their PAs[1]. At PPL, we prioritize a transition that is purposeful, comprehensive, and completed in a timely manner. Our extensive experience with large scale transitions and implementations is enhanced by our methodical project management approach, ensuring success for CDPAP's operations and those it serves. For CDPAP, we have a dedicated team of consumer direction and New York healthcare program experts who have spent hundreds of hours researching the program and meeting with existing CDPAP FIs, community groups, employee unions, and other stakeholders to prepare the implementation and operational plan for the contract transition. We also have a financial capital structure plan that supports the startup costs needed for this contract. No other FI comes to the program as prepared, or capable of, delivering a successful transition.

[redacted]

Techniques, Skills, and Abilities Unique to PPL

[redacted] Our proprietary end-to-end Financial Management System (FMS) simplifies crucial processes from enrollment to service claim submission. Notably, our mobile application, *Time4Care®*, meets all EVV requirements and is the highest-rated consumer direction EVV solution according to consumers ratings on the Apple and Google Play stores, evidence of our commitment to compliance and modernization. Additional details on our EVV system can be found in **Section 6.2.F.6**.

Our team of consumer direction and New York healthcare program experts have spent hundreds of hours researching the program and meeting with existing CDPAP FIs, community groups, employee unions, and other stakeholders to prepare for the contract transition.

[1] https://www.wsmv.com/2023/11/14/problems-with-tenncare-website-leave-disabled-tennesseans-struggling-find-in-home-care/

[redacted]

HIPAA-Compliant Systems

Our HIPAA-compliant technology offering, the majority of which is proprietary, can be accessed by users through a single, secure password. We develop, own, and manage all our tools, prioritizing the user experience. Unlike other FIs, we are not beholden to a technology vendor with other priorities.

Consumer-Centric, Purpose-Built Technology

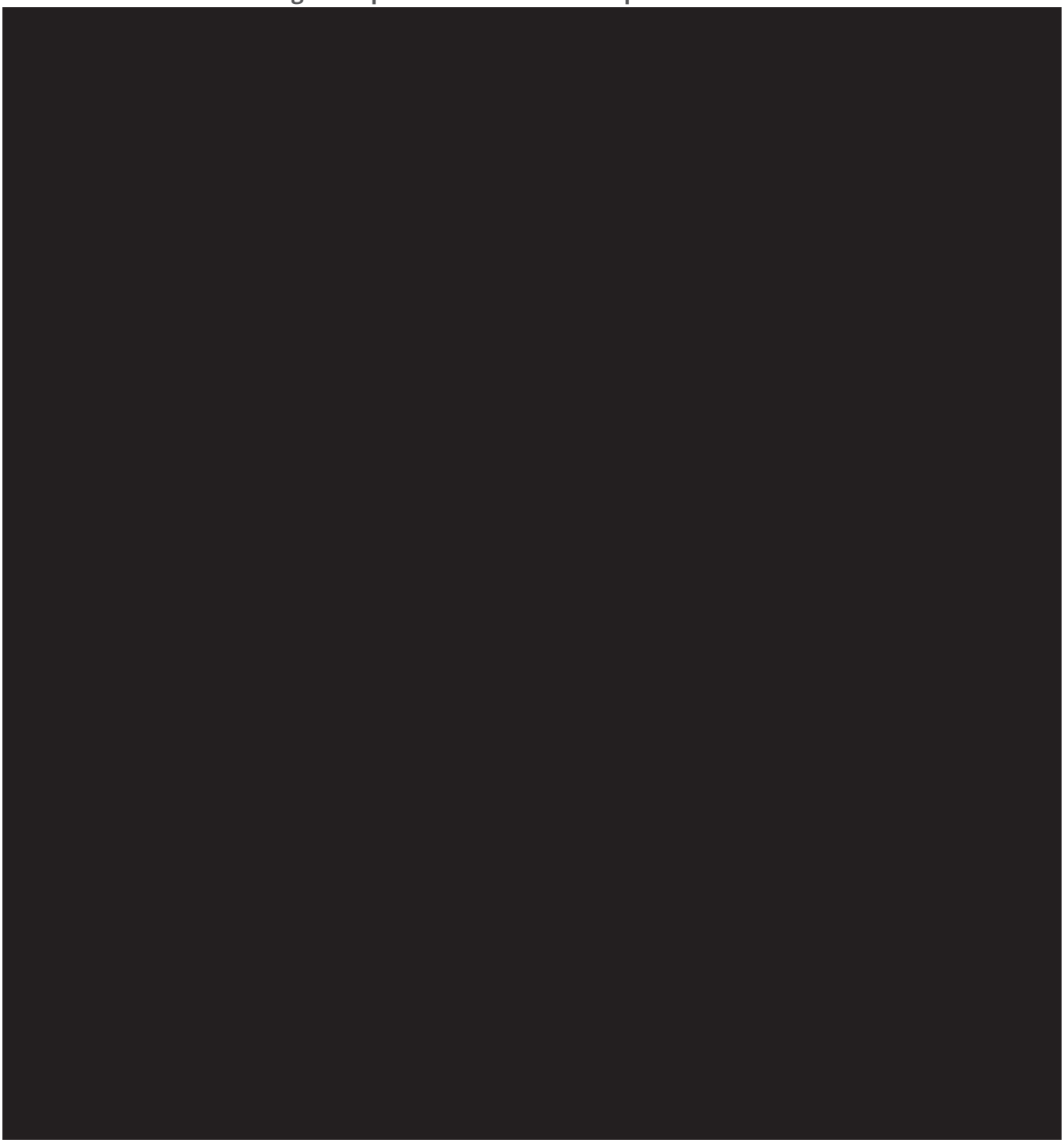
Our technology is influenced by our end users, including our National Consumer Advisory Board comprised of consumers in self-direction programs. We take feedback from consumers, PAs, and our state and MCO partners to configure our systems to their needs, while we also incorporate recent technological advancements that will enhance the user experience. Our technology platforms work together to create a seamless experience for all NY users.

[redacted]

Summary

Throughout our response, we have highlighted the aspects of our approach that make PPL uniquely suited to meet the needs of DOH. Our corporate capacity, dedication to consumer direction, cultural and language competency, commitment to being a partner to New York, and focus on quality with cost savings position us as the best choice for the successful transition and ongoing management of the CDPAP. **Exhibit F-3** provides the principles guiding our commitment to each of these core initiatives and to DOH. **Exhibit F-4** provides a compliance matrix to assist the evaluators in ensuring our response addresses all the requirements listed in RFP items 4.1 – 4.10. Our response follows the order provided by the RFP, the amendments, and the DOH response to vendor questions.

Exhibit F-3: PPL's Guiding Principles for DOH Partnership



A Compliance Matrix to guide evaluators through RFP requirements and the location of our responses is provided as **Exhibit F-4.**

Exhibit F-4: RFP Compliance Matrix

RFP Section Title	RFP Requirement	Proposal Section
4.0 Fiscal Intermediary Scope of Work	The awarded Statewide Fiscal Intermediary will be responsible for the delivery of fiscal intermediary services to consumers receiving CDPAS as defined in Part HH of Chapter 57 of the Laws of 2024, including: - Ensuring that subcontractors meet all applicable federal and state laws and regulations; - Subcontracting to facilitate the delivery of fiscal intermediary services to each entity that is a service center for independent living under section 1121 of the New York State Education Law ("EDN") and has been providing fiscal intermediary services since January 1, 2024, or earlier; and - Subcontracting with at least one entity per NYS DOH MLTC rate setting region, as seen in Attachment D, that has a proven record of delivering services to individuals with disabilities and the senior population and has been providing fiscal intermediary services since January 1, 2012, or earlier.	Section 6.2.F.3, F.3.1 "Ability to Serve Consumers Statewide" **(Page 71)**
4.1 Required Fiscal Intermediary Services	The Statewide FI will be required to perform the fiscal intermediary (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:	**See below references.**
4.1 Required Fiscal Intermediary Services	a) Processing wages and benefits for each personal assistant (PA), including establishing the amount of each PA's wages;	Section 6.2.F.1 "Wage and Benefits Processing" **(Page 41)**
4.1 Required Fiscal Intermediary Services	b) Processing all applicable income tax and other required wage withholdings, including Social Security and federal, State and local taxes;	Section 6.2.F.1 "Applicable Income Tax Processing" **(Page 43)**
4.1 Required Fiscal Intermediary Services	c) Complying with workers' compensation, disability and unemployment requirements;	Section 6.2.F.1 "Worker's Compensation, Disability, and Unemployment Compliance" **(Page 43)**

Case 1:26-cv-03601-OEM-JRC Document 47-6 Filed 09/11/26 Page 21 of 230 PageID #: 415

4.1 Required Fiscal Intermediary Services	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;	Section 6.2.F.1 "Health Status of Personal Assistants (PA)" **(Page 44)**
4.1 Required Fiscal Intermediary Services	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(d), as well as documentation, where applicable, of completed background checks and completed training requirements;	Section 6.2.F.1 "Personnel Record Maintenance" **(Page 45)**
4.1 Required Fiscal Intermediary Services	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;	Section 6.2.F.1 "Consumer Record Maintenance" **(Page 46)**
4.1 Required Fiscal Intermediary Services	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;	Section 6.2.F.1 "Ability to Fulfill Consumer Responsibilities" **(Page 48)**
4.1 Required Fiscal Intermediary Services	h) Entering into administrative and reimbursement agreements with MCOs for the provision of fiscal intermediary services;	Section 6.2.F.1 "PA Reimbursement Agreements" **(Page 49)**
4.1 Required 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	Section 6.2.F.1 "Department Approved Memoranda of Understanding" **(Page 49)**
4.1 Required Fiscal Intermediary Services	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.	Section 6.2.F.1 "Additional Services" **(Page 50)**

Case 1:26-cv-03601-OEM-JRC Document 47-6 Filed 09/11/26 Page 22 of 230 PageID #: 416

Responsibilities of the Consumer	Fiscal Intermediaries are not responsible for, and fiscal intermediary services shall not include fulfillment of the responsibilities of the consumer. Responsibilities of the consumer (or designated representative) 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 physical check distribution by the Consumer to the PA is the means of payment the Consumer and PA agree upon; and g) Terminating PAs.	Section 6.2.F.1 "Additional Services" **(Page 50)**
4.2 Best Practices	In carrying out the specific duties described in Section 4.1, bidders may use creative approaches to assist in the delivery of high quality FI services that best meet the needs of consumers. Bidders should identify these approaches in Section 6.2 of the Technical Proposal. Such practices are not limited to, but may include:	**See below references.**
4.2 Best Practices	a) Providing peer supports, including peer mentoring and counseling for consumers and their identified supports to assist in navigating their responsibilities as joint employer;	Section 6.2.F.2 "Multi-Pronged Support for Consumers", "Peer Supports" **(Page 66)**
4.2 Best Practices	b) Conducting visit(s) to the consumer's home;	Section 6.2.F.2 "Multi-Pronged Support for Consumers", "In-Home Visits" **(Page 66)**

Case 1:26-cv-03601-OEM-JRC Document 47-6 Filed 09/11/26 Page 23 of 230 PageID #: 417

4.2 Best Practices	c) With the consent of consumers, conducting face-to-face orientation for PAs;	Section 6.2.F.2 "Multi-Pronged Support for Consumers", "Face-to-Face Program Orientation" **(Page 67)**
4.2 Best Practices	d) Providing support for consumers to assist them in their role as a joint employer in areas including, but not limited to recruiting, interviewing, dealing with difficult employees, effective supervision and termination of employment;	Section 6.2.F.2 "Multi-Pronged Support for Consumers", "Peer Supports" **(Page 66)**
4.2 Best Practices	e) Establishing a consumer advisory committee that includes PAs, FI staff, MCOs, LDSS and consumers across the state; and	Section 6.2.F.2 "Implementation", "Consumer Advisory Committee" **(Page 64)**
4.2 Best Practices	f) Establishing, maintaining, and monitoring an electronic email or an ADA compliant, user-friendly website that provides information to consumers and their identified supports and provide a means to report and/or resolve complaints and answer inquiries.	Section 6.2.F.2 "Multi-pronged Support for Consumers", "Electronic Communication and ADA Compliant Website" **(Page 67)**

Case 1:26-cv-03601-OEM-JRC Document 47-6 Filed 09/11/26 Page 24 of 230 PageID #: 418

4.3 Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements	The awarded Statewide FI will accept and acknowledge its 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 proposal.	Attachment B
4.3 Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements	In the delivery of the services described in Section 4.1, the Awarded Statewide FI, on its behalf and on behalf of the consumers it serves, is responsible for:	**See below references.**
4.3 Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements	a) Ensuring full and timely payment of wages, benefits, and wage supplements established by the awarded Statewide FI, per applicable labor laws, preferably by direct deposit, and providing all statements and maintaining all records required by the New York State Labor Law	Section 6.2.F.1 "Ensuring Full and Timely Payment of Wages" **(Page 57)** and "Wage and Benefits Processing" **(Page 41)**
4.3 Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements	b) Maintaining all documentation needed to process and submit all required income tax and other required withholdings and any optional deductions	Section 6.2.F.1 "Maintaining All Documentation to Process Taxes" **(Page 57)**

Case 1:26-cv-03601-OEM-JRC Document 47-6 Filed 09/11/26 Page 25 of 230 PageID #: 419

4.3 Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements	c) Tabulating appropriate hours for employee paychecks when services are rendered for multiple consumers by a single PA and/or multiple PAs for a single consumer	Section 6.2.F.1 "Tabulating Appropriate Hours" **(Page 58)**
4.3 Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements	d) Complying with all applicable social security, Workers' Compensation, disability and unemployment insurance employer requirements	Section 6.2.F.1 "Worker's Compensation, Disability, and Unemployment Compliance" **(Page 43)**
4.3 Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements	e) Ensuring all PA employment forms are completed correctly and adequately and identify the awarded Statewide 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	Section 6.2.F.1 "Maintaining All Documentation to Process Taxes" **(Page 57)**
4.3 Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements	f) Coordinating PA benefits, including annual leave, health insurance and employee benefits as applicable	Section 6.2.F.1 "Wage and Benefits Processing" **(Page 41)**

Case 1:26-cv-03601-OEM-JRC Document 47-6 Filed 09/11/26 Page 26 of 230 PageID #: 420

4.3 Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements	g) Reporting wages paid and taxes withheld using appropriate forms (e.g., Form W-2, Wage and Tax Statement, Form NYS-45)	Section 6.2.F.1 "Reporting Wages Paid and Taxes Withheld" **(Page 58)**
4.3 Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements	h) Maintaining and making available to the Consumer information detailing the wage rates and benefits of PAs	Section 6.2.F.1 "Maintaining and Making Available to the Consumer Information Detailing Wage Rates and Benefits" **(Page 58)**
4.3 Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements	i) Auditing Consumers 'PA billing records, and resolving any anomalies	Section 6.2.F.1 "Auditing Consumers' PA Billing Records" **(Page 58)**
4.3 Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements	j) Processing termination documentation once notified by the Consumer that their PA has been terminated and	Section 6.2.F.1 "Processing Termination Documentation" **(Page 58)**

Case 1:26-cv-03601-OEM-JRC Document 47-6 Filed 09/11/26 Page 27 of 230 PageID #: 421

4.3 Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements	k) Processing wage verification requests, Paid Family Leave (PFL) claims and Family Medical Leave Act (FMLA) claims	Section 6.2.F.1 "Processing Wage Verification, Paid Family Leave, and Family Medical Leave Act Claims" **(Page 59)**
4.4 Statewide Fiscal Intermediary Compliance Requirements	In performing FI services described within the Scope of Work, the awarded Statewide FI must comply with all applicable State and federal laws, rules, regulations, and guidance, including, but not limited to:	**See below references.**
CDPAP FI Enrolled Medicaid Provider	a) The awarded Statewide FI will be required to enroll as a CDPAP-FI enrolled Medicaid provider. A bidder 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 RFP will be conditioned on such enrollment;	Section 6.2.F.1 "4.4 Statewide Fiscal Intermediary Compliance Requirements" **(Page 59)**
N.Y. Soc. Servs. Law	b) N.Y. Soc. Servs. Law § 365-f and any successor law or laws;	Section 6.2.F.1 "4.4 Statewide Fiscal Intermediary Compliance Requirements" **(Page 59)**
18 N.Y. Codes Rules and Regulations	c) 18 N.Y. Codes Rules and Regulations § 505.28 and any successor rule or rules;	Section 6.2.F.1 "4.4 Statewide Fiscal Intermediary Compliance Requirements" **(Page 59)**
18 N.Y. Codes Rules and Regulations Part 504	d) 18 N.Y. Codes Rules and Regulations Part 504, including but not limited to § 504.3 that specify the responsibilities of providers enrolled in Medicaid and any successor rule or rules;	Section 6.2.F.1 "4.4 Statewide Fiscal Intermediary Compliance Requirements" **(Page 59)**

Case 1:26-cv-03601-OEM-JRC Document 47-6 Filed 09/11/26 Page 28 of 230 PageID #: 422

N.Y. Pub. Health Law	e) N.Y. Pub. Health Law § 3614-c (Wage Parity) and any successor law or laws;	Section 6.2.F.1 "4.4 Statewide Fiscal Intermediary Compliance Requirements" **(Page 59)**
State and Federal Laws	f) State and federal labor laws, including but not limited to laws pertaining to overtime pay;	Section 6.2.F.1 "4.4 Statewide Fiscal Intermediary Compliance Requirements" **(Page 59)**
Wage and Labor Agreements	g) Wage and labor agreements, including union contracts and collective bargaining agreements;	Section 6.2.F.1 "4.4 Statewide Fiscal Intermediary Compliance Requirements" **(Page 59)**
Personnel Record Maintenance	h) Maintain personnel records for each PA, including time records and other documentation needed for wages and benefit processing and a copy of the medical documentation, as well as documentation, where applicable, of completed background checks and completed training requirements;	Section 6.2.F.1 "4.4 Statewide Fiscal Intermediary Compliance Requirements" **(Page 59)**
Electronic Visit Verification Requirements	i) Electronic Visit Verification requirements the Department has implemented or will implement to comply with the federal 21st Century Cures Act. Please see https://www.health.ny.gov/health_care/medicaid/redesign/evv/index.htm for additional information; and	Section 6.2.F.1 "4.4 Statewide Fiscal Intermediary Compliance Requirements" **(Page 59)**
Department Issued Marketing Materials	j) Department issued guidance and directives, and any other guidance, templates or directives the Department may issue with respect to marketing and marketing materials; and	Section 6.2.F.1, F.1.3 "Ability and Experience to Provide Cultural and Linguistic Competencies" **(Page 53)**

Case 1:26-cv-03601-OEM-JRC Document 47-6 Filed 09/11/26 Page 29 of 230 PageID #: 423

Regular Reporting	k) The Department will require regular reporting from the Statewide FI as identified in Section 4.6 and 4.7 of the RFP. The frequency, format and content will be delineated after contract award.	Section 6.2.F.5 "Quality Monitoring and Reporting" **(Page 145)**
4.5 Fiscal Intermediary Organizational Requirements	The awarded Statewide FI will:	**See below references.**
Statewide Capacity	a) Serve any consumer in a statewide capacity, and work with subcontractors and entities throughout the state;	Section 6.2.F.3, F.3.1 "Ability to Serve Consumers Statewide" **(Page 71)**
Effective Organizational Structure	b) Have and maintain an effective organizational structure with qualified administrative staff to deliver all the services of the Statewide FI and ensure all FI personnel have the appropriate training and knowledge to fulfill their duties to the FI;	Section 6.2.F.3, F.3.3 "Effective Organizational Structure" **(Page 81)**
Organizational Chart	c) Maintain an organizational chart with professional and managerial lines of authority and submit such chart to the Department upon request;	Section 6.2.F.3, F.3.4 "Organizational Chart" **(Page 89)**
Conflicts of Interest	d) Ensure the avoidance of actual or perceived conflicts of interest while operating as the Statewide FI (see Section 6.2.C and Attachment 4). Actual or perceived conflicts may include but are not limited to: - An entity that is owned or controlled by a Licensed Home Care Services Agency (LHCSA) or a Managed Care Organization (MCO) in New York State or that owns or holds the controlling interest in a LHCSA or MCO in New York State;	Section 6.2.F "Experience" **(Page 9)**
Cultural and Linguistic Competencies	e) Ensure that it has the appropriate cultural and linguistic competencies to serve consumers and those of the available PAs that assist consumers;	Section 6.2.F.3, F.3.7 "Availability of Cultural and Language Competencies" **(Page 115)**

Case 1:26-cv-03601-OEM-JRC Document 47-6 Filed 09/11/26 Page 30 of 230 PageID #: 424

2010 Americans with Disabilities Act Standards for Accessible Design	f) Certify that all physical location(s), at a minimum, satisfy the 2010 Americans with Disabilities Act Standards for Accessible Design (ADA) (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. 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;	Section 6.2.F.3, F.3.2 "Local Presence" **(Page 79)**
Local Presence	g) Maintain a local presence in each region of the state (see Attachment D), that ensures the Statewide FI can effectively and timely deliver the services required in Section 4.0; and	Section 6.2.F.3, F.3.2 "Local Presence" **(Page 78)**
Disaster Preparedness and Emergency Plans	h) Establish, maintain, and periodically review disaster preparedness and emergency plans and procedures related to the provision of required FI services; and	Section 6.2.F.3, F.3.8 "Disaster Preparedness and Emergency Plans and Procedures **(Page 117)**
Pending Audits	i) Provide a description of all pending audits related to fiscal intermediary services, both in New York and other states where the awarded Statewide FI is currently or has been operating.	Section 6.2.F.4, F.4.2 "Pending Audit Proposed Process" **(Page 140)**
4.6 Fiscal Monitoring and Oversight Requirements	The Awarded Statewide FI will:	**See below references.**
Annual Direct Care and Administrative Cost Reports	a) Submit annual direct care and administrative cost reports required pursuant to SSL 365-f(4-a)(c);	Section 6.2.F.4, F.4.1 "Fiscal Oversight and Fiscal Integrity Investigation" **(Page 131**

Case 1:26-cv-03601-OEM-JRC Document 47-6 Filed 09/11/26 Page 31 of 230 PageID #: 425

Written Fiscal Procedures	b) Maintain written fiscal procedures that comply with generally accepted accounting principles and Medicaid rules and regulations, including internal control procedures;	Section 6.2.F.4, F.4.1 "Written Fiscal Procedures" **(Page 128)**
Preserve Financial Records	c) Along with its subcontractors, the awarded Statewide FI will retain and preserve financial and other records that facilitate fiscal monitoring and audits, for a period of no less than six (6) years from the date that services were rendered.	Section 6.2.F.4, F.4.1 "Financial Records Management for Monitoring and Audits" **(Page 131)**
Fiscal Oversight and Integrity	d) Provide fiscal oversight and actively investigate issues regarding fiscal integrity;	Section 6.2.F.4, F.4.1 "Fiscal Oversight and Fiscal Integrity Investigation" **(Page 130)**
Corporate Compliance Policies and Procedures	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. The awarded Statewide FI along with its subcontractors, will refer to the Office of the Medicaid Inspector General (OMIG) any allegations of fraud, waste and abuse identified. 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	Section 6.2.F.4, F.4.1 "Corporate Compliance Policies and Procedures" **(Page 132)**
Provision 18 NYCRR Compliance	f) Comply with all provisions of 18 NYCRR Parts 514-520 and 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	Section 6.2.F.4, F.4.1 "OMIG Compliance Program Duties" **(Page 135)**

Case 1:26-cv-03601-OEM-JRC Document 47-6 Filed 09/11/26 Page 32 of 230 PageID #: 426

Subject to Audit by OMIG	g) Along with its subcontractors, the awarded Statewide FI will be subject to audit, investigation, and review by OMIG for a period consistent with the requirements outlined in 18 NYCRR Part 517. The awarded Statewide FI and its subcontractors will 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 by furnishing any records and information upon request.	Section 6.2.F.4, F.4.2 "Pending Audit Proposed Process" **(Page 140)**
Quarterly Report	h) Provide the Department with a quarterly report regarding the Contractor's EVV compliance with section 12006(a) of the 21st Century Cures Act and the bidder's EVV system's completeness and accuracy as required by 18 NYCRR Part 514.	Section 6.2.F.6, "Ability to Comply with NYS EVV Standards" **(Page 187)**
Unique Identifier of the PA	i) Capture, verify, and accurately report with respect to any claims, the unique identifier of the PA as required by SSL § 365-f(3).	Section 6.2.F.4, F.4.1 "Fiscal Oversight and Fiscal Integrity Investigation" **(Page 130)**
4.7 Quality Monitoring and Reporting Requirements	The awarded Statewide FI will be required to submit a Quality Management Plan. In addition, the awarded Statewide FI shall submit reports to the Department that include, but are not limited to, quality measures and other data to assist the Department, consumers, LDSS and MCOs with evaluating the effectiveness and quality of services provided by the FI under this contract and their impact on the overall quality and effectiveness of CDPAP. These reports are in addition to the requirement that the awarded Statewide FI submit annual direct care and administrative cost reports as required by Section 4.1 and SSL § 365-f. The Department reserves the right to make any and all reports public.	Section 6.2.F.5, F.5.4.7.1 "Current Quality Management Approach" **(Page 152)**
	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. The awarded Statewide FI will be required to cooperate with efforts by the Department to assess FI services under CDPAP including conducting a consumer satisfaction survey.	Section 6.2.F.5, F.5 "Quality Management Plan and Reporting Requirements" **(Page 151)**

Case 1:26-cv-03601-OEM-JRC Document 47-6 Filed 09/11/26 Page 33 of 230 PageID #: 427

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, as well as all NYS Electronic Visit Verification policies and standards.	Section 6.2.F.5, F.5.4.8 "Information Technology Requirements" **(Page 166)**
4.9 Privacy, Security, and Confidentiality Requirements	The awarded Statewide FI will comply fully with all current and future 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, rules, regulations, and administrative guidance with respect to the performance of this contract. The awarded Statewide FI 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.	Section 6.2.F.5, F.5.4.9 "Privacy, Security and Confidentiality Requirements" **(Page 168)**
Medicaid Data	Medicaid data may not be used for purposes other than the administration of the Medicaid program. The awarded Statewide FI may not, without written authorization from the DOH, divulge to third parties any confidential information obtained by the awarded Statewide FI or its agents, distributors, resellers, subcontractors, officers or employees while performing contract work. 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 awarded Statewide FI 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.	Section 6.2.F.5, F.5.4.9 "Privacy, Security and Confidentiality Requirements" **(Page 168)**
Security and Privacy Agreements	The awarded Statewide FI and subcontractors 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.	Section 6.2.F.5, F.5.4.9 "Privacy, Security and Confidentiality Requirements" **(Page 168)**

Case 1:26-cv-03601-OEM-JRC Document 47-6 Filed 09/11/26 Page 34 of 230 PageID #: 428

Safeguards	The awarded Statewide FI 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 awarded Statewide FI.	Section 6.2.F.5, F.5.4.9 "Privacy, Security and Confidentiality Requirements" **(Page 168)**
Safeguards	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;	Section 6.2.F.5, F.5.4.9 "Privacy, Security and Confidentiality Requirements", "Secure and Confidential Storage and Disclosure of Protected Information" **(Page 168)**
Safeguards	• Protected information is only used by or disclosed to those authorized to receive or view it;	Section 6.2.F.5, F.5.4.9 "Privacy, Security and Confidentiality Requirements", "Secure and Confidential Storage and Disclosure of Protected Information" **(Page 168)**
Safeguards	• Protected information is protected against any reasonably anticipated threats or hazards to the confidentiality, integrity, and availability of such information;	Section 6.2.F.5, F.5.4.9 "Privacy, Security and Confidentiality Requirements", "Protection Against Threats" **(Page 168)**

Case 1:26-cv-03601-OEM-JRC Document 47-6 Filed 09/11/26 Page 35 of 230 PageID #: 429

Safeguards	• Protected information is protected against any reasonably anticipated uses or disclosures of such information that are not permitted or required by law; and	Section 6.2.F.5, F.5.4.9 "Privacy, Security and Confidentiality Requirements", "Protection Against Disclosures" **(Page 169)**
Safeguards	• Protected information is securely destroyed or disposed of in an appropriate and reasonable manner and in accordance with retention schedules.	Section 6.2.F.5, F.5.4.9 "Privacy, Security and Confidentiality Requirements", "Secure Destroy and Disposal" **(Page 169)**
Data Privacy and Security Plans and Procedures	The Statewide FI 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.	Section 6.2.F.5, F.5.4.9 "Privacy, Security and Confidentiality Requirements", "Data Privacy and Security Plans and Procedures" **(Page 169)**
Breach of Privacy Notification	The awarded Statewide FI must notify DOH immediately if any breach of privacy or confidentiality occurs.	Section 6.2.F.5, F.5.4.9 "Privacy, Security and Confidentiality Requirements", "Breach of Privacy Notification" **(Page 170)**
Fully Trained Staff	The awarded Statewide FI 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 RFP.	Section 6.2.F.5, F.5.4.9 "Privacy, Security and Confidentiality Requirements", "Fully Trained Staff" **(Page 170)**

Case 1:26-cv-03601-OEM-JRC Document 47-6 Filed 09/11/26 Page 36 of 230 PageID #: 430

New York State Security Policy and Standards	The awarded Statewide FI must ensure that it is 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.	Section 6.2.F.5, F.5.4.9 "Privacy, Security and Confidentiality Requirements", "New York State Security Policy and Standards" **(Page 170)**

Case 1:26-cv-03601-OEM-JRC Document 47-6 Filed 09/11/26 Page 37 of 230 PageID #: 431

4.10 Transition Requirements	Initial Transition: The contractor will be required to transition all consumers and their personal assistants from their current fiscal intermediaries to the Statewide Fiscal Intermediary. For the purposes of Section 5.4.3, Initial Transition Activities are Limited to: - Executing agreements with subcontractors and managed care plans; - Contacting every managed care plan and Local Department of Social Services to determine the consumers that need to be transitioned and the fiscal intermediaries they currently work with; - Contacting each consumer to educate them about the transition; - Assisting consumers with educating their personal assistants about the transition; - Hosting in-person or virtual informational sessions to provide information about the transition in a culturally competent manner; - Onboarding personal assistants including enrolling in direct deposit and transferring documentation from the current fiscal intermediary; - Specialized assistance for vulnerable subpopulations, e.g., people with disabilities, children, and limited English proficiency; - Developing and disseminating of any other public information relevant to the consumers, personal assistants, managed care plans, and Local Departments of Social Services	Section 6.2.F.5, F.5.4.10 "Transition Requirements" **(Page 171)**
4.10 Transition Requirements	Upon award, the selected Statewide Fiscal Intermediary will be required to share an itemized transition plan with the Department.	Section 6.2.F.5, F.5.4.10 "Transition Requirements" **(Page 174)**
4.10 Transition Requirements	Per Section 4.0 of the RFP, subcontractors may assist with the transition provided the subcontracted responsibilities are permitted by the contract	Section 6.2.F.3 "Core SFI Partnership to Ensure Equitable CDPAP Access Statewide" **(Page 172)**

Case 1:26-cv-03601-OEM-JRC Document 47-6 Filed 09/11/26 Page 38 of 230 PageID #: 432

4.10 Transition Requirements	The PMPM will be paid only for those consumers fully transitioned to the Statewide FI by the end of each month. See Section 5.4 for additional Payment terms.	Section 6.2.F.5, 4.10 "Transition Requirements" **(Page 171)**
Transition-Out	The transition-out represents a period when the current contract activities performed by the awarded Statewide FI must be turned over to the Department, another Department agent, or successor awarded Statewide FI during or at the end of the contract.	Section 6.2.F.5, 4.10 "Transition Requirements" **(Page 175)**
Transition-Out	In addition to complying with the transition requirements provided in § 365-f (4-d) and any directives or guidance the Department may issue to facilitate a transition, the awarded Statewide FI and its subcontractors shall generally ensure that any transition to the Department, Departmental agent, or successor Statewide FI be done in a way that provides the Department with uninterrupted FI administrative functions and responsibilities as currently required under statute and regulation for FI services.	Section 6.2.F.5, F.5.4.10 "Transition Requirements" **(Page 174)**
Transition-Out	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.	Section 6.2.F.5, F.5.4.10 "Transition Requirements" **(Page 175)**
Transition-Out	The awarded Statewide FI shall manage and maintain the appropriate number of staff to meet all requirements during the transition.	Section 6.2.F.3 "Local Presence" **(Page 78)**
Transition-Out	All reporting and record requirements, security standards, and performance standards are still in effect during the transition period.	Section 6.2.F.5, F.5.4.10 "Core Elements of PPL's Initial Transition Plan" **(Page 171)**

Case 1:26-cv-03601-OEM-JRC Document 47-6 Filed 09/11/26 Page 39 of 230 PageID #: 433

Transition-Out	The awarded Statewide FI 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 Departmental 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 six (6) months before the last day of its contract with the Department of Health or upon request of the Department.	Section 6.2.F.5, 4.10 "Transition Requirements" **(Page 175)**

Case 1:26-cv-03601-OEM-JRC Document 47-6 Filed 09/11/26 Page 40 of 230 PageID #: 434



6.2.F.1 Required Fiscal Intermediary Scope of Work

F.1 Required Fiscal Intermediary Scope of Work

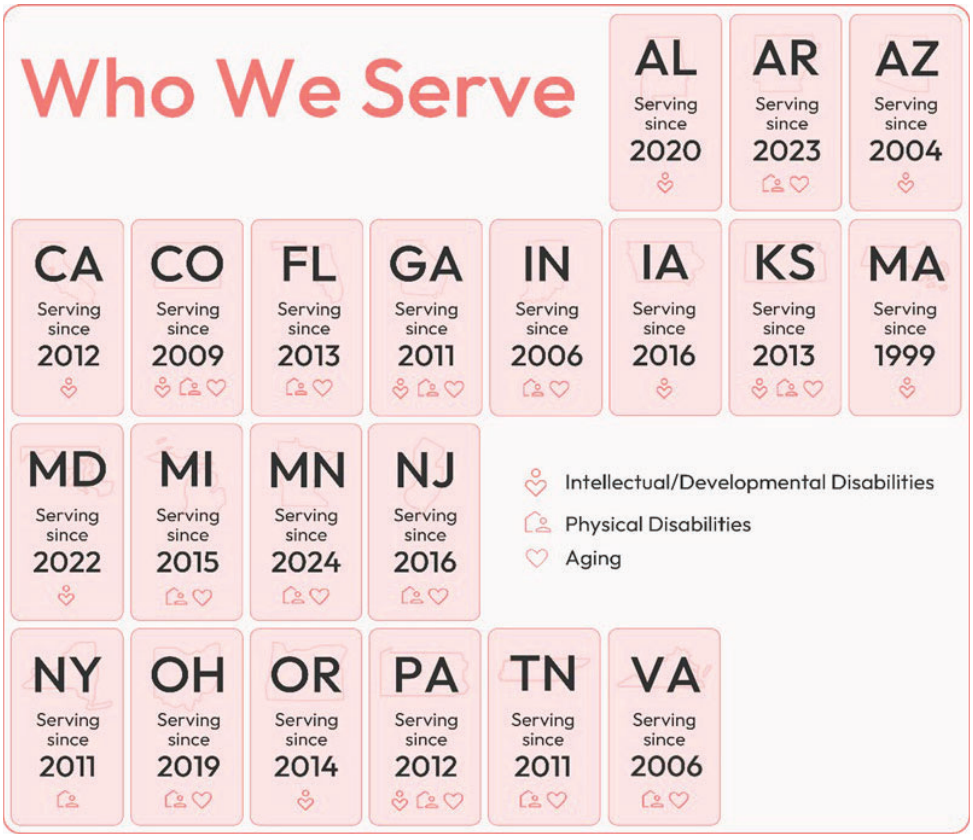
Ability and Experience Providing FI Services

1. Bidders 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(j), including the list below.

PPL was founded in 1999 as a Fiscal Intermediary (FI) with a singular mission— to make consumer-directed and whole person care accessible to all who need it. Over the past 25 years, through our ability to scale our operations and technologies, while providing superior service in a person-centered way, consistent with the hallmarks for the consumer-directed model, we have grown to be the national leader for FI services. Consumer direction is our sole focus. We work tirelessly to enhance our offerings for the benefit of our clients and their consumers. Nationally, we provide services in 21 states for 50 different programs (**Exhibit F.1-1**).

Exhibit F.1-1: PPL's National Client Portfolio

We have experience working with many types of populations throughout the United States.



[redacted]



[redacted] We can support these processing volumes and more through our proprietary end-to-end information technology systems that include our integrated Electronic Visit Verification (EVV) timekeeping application. Our corporate capacity, domain expertise, and consistency are why we have remained the statewide FI in many states for over a decade.

[redacted]

We have consistently maintained an "A" Better Business Bureau© rating due to our ability to consistently provide payroll services as well as our ability to provide responses to our customers that are timely and complete. [redacted]

This financial backing is a material condition of the Contract, and it underscores our readiness and capacity to fulfill all contractual obligations. This assurance, combined with our in-house, end-to-end payroll processing capabilities, enables us to efficiently meet all FI payment responsibilities outlined in the RFP scope of work, delivering full financial reporting and transparency.

Our commitment to financial stability further supported by our tax compliance team, who maintain a stellar record of timely and accurate withholdings, filings, and payments of Personal Assistant taxes in accordance with state and Medicaid regulations. Our end-to-end payroll process is handled in-house, allowing us to efficiently fulfill all FI payment responsibilities outlined in the RFP scope of work and deliver full financial reporting and transparency.

> For 25 years, we have been the leader in providing compliant, person-centered FI services for hundreds of thousands of consumers and PAs.

We understand that the Statewide Fiscal Intermediary (SFI) selected as the joint employer for New York must have robust and proven processes and technologies to provide consistent FI services for the 250,000 consumers and their 400,000 PAs. Our extensive experience, proven and scalable model, purpose-built technology, and differentiated corporate capacity are evidence that we can scale FI operations and are qualified to deliver the FI services described in this scope of work. Through our months of meetings with current FIs and other CDPAP stakeholders, we understand the challenges New York is facing regarding issues like EVV compliance, overtime payments, comprehensive oversight, and fraud, waste, and abuse; we are prepared to address these issues with the best practices we developed with our partners and then resolve and standardized the processes throughout the state.

Wage and Benefits Processing

a) Processing wages and benefits for each personal assistant (PA), including establishing the amount of each PA's wages;

We process wages and benefits for each PA through our integrated end-to-end technology solution, facilitated by our highly qualified payroll team. Our payroll and tax compliance teams bring decades of experience processing wages and benefits for direct care workers in consumer directed options. The teams are also experts in processing payments per Medicaid regulations and in compliance with all Office of Medicaid Inspector General (OMIG) requirements. PA payments start with shift entry and approval through our 21st Century Cures Act-compliant EVV solution, *Time4Care*®. The *Time4Care* mobile application is fully integrated with our payroll processing application, which also stores consumer service authorizations. This integration ensures all submitted hours are authorized and provides consolidated data reporting to our clients on service utilization. The system also calculates the billable rates for PA hours for service claiming. The systems are operated and managed by our payroll team consisting of Certified Payroll Professionals, Certified Public Accountants (CPAs), and IRS Enrolled Agents (EAs) with established relationships with the IRS, and state and local agencies, who oversee our operational integrity and tax reporting compliance.

Dedicated to Consumer Direction

[redacted] Each payroll batch receives validations on total wages and tax withholding amounts by the payroll compliance team prior to release. This logic minimizes service claim submissions to systems like eMedNY and through Electronic Data Interchange (EDI) to MCOs/MLTCs, ensuring fiscal integrity of CDPAP services.

> We know your organization has an understanding of how to support consumers and the personal assistants who make this program work. – 1199SEIU

During the implementation period, our payroll and benefits processing system will be configured to New York State employer requirements. We will establish CDPAP payment schedules that comply with New York State law for timely payment and offer payment

through check, direct deposit, and debit card with no transaction fees. PAs will have access to our online portal for all payment details, year-to-date earnings, as well as withholdings and benefits contributions, as shown in **Exhibit F.1-3.**



With over 25 years of FI experience, we have significant expertise in personal care services rate and wage setting. We understand the current New York fee-for-service (FFS) and MLTC rate setting processes. We also understand and respect that there are fair and equitable costs associated with each service hour delivered, and that the FI needs to operate with financial integrity. To this end, our management team has been in regular discussions with 1199SEIU East to establish a collaborative working relationship and ensure we hear the voice of the home care workforce.

We fully understand and appreciate the value of the PA workforce and will engage in collective bargaining discussions for unionized PAs and strive to keep our administrative rates low to enhance PA wages and compensation. We are committed to providing DOH with full transparency on our wage setting calculations to provide assurance we apply only necessary withholding and operating costs to the billable rate.

Applicable Income Tax Processing

b) Processing all applicable income tax and other required wage withholdings including Social Security and federal, state, local income taxes;

Our experience managing payroll as an FI for consumers who are self-directing their services includes filing and paying federal and state employment-related taxes. Our Tax Team develops a tax approach and compliance summary for each state and program that ensures we account for applicable Medicaid policies impacting tax withholding, such as the Difficulty of Care tax exclusion. The team is supported by our Senior Medicaid Policy Analyst, who will ensure policy that impacts payments to workers in consumer directed models, such as the Live-In Exemption and Difficulty of Care, are properly accounted for in system logic. Medicare, Social Security, state, and applicable local tax withholding amounts, in addition to associated benefits for PAs, are configured and validated. The PPL tax compliance team directly performs year-end tax filings and document distribution.

Our teams have proven they can complete high volume year-end tax filings, including the distribution of W-2s. We send the aggregate W-2 form data through a W-3 form. All forms are mailed and made available online through our web portal by the annual deadline (January 31st).

Worker's Compensation, Disability, and Unemployment Compliance

c) Complying with worker's compensation, disability and unemployment requirements;

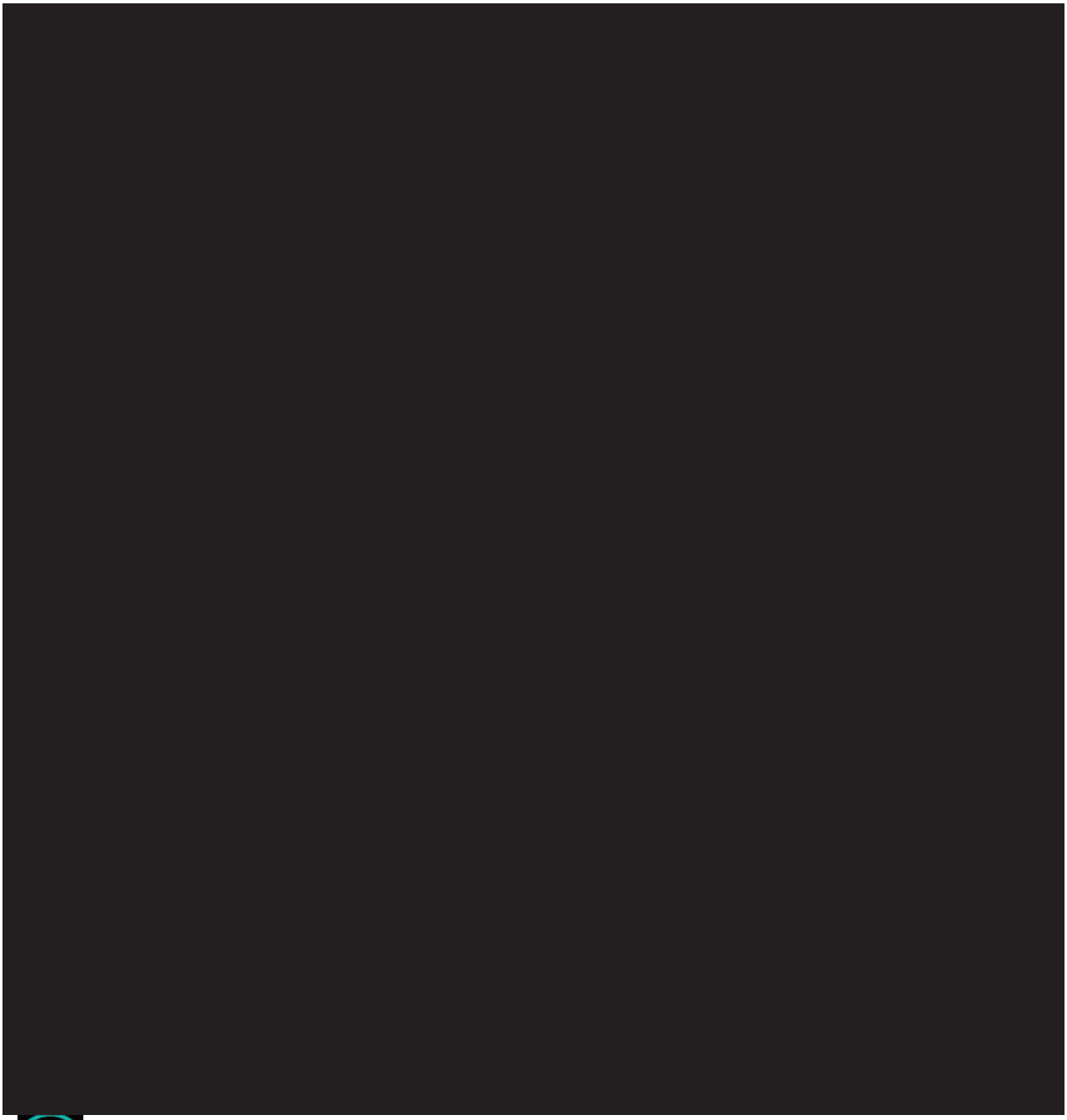
Our Human Resources and Financial Operations departments collaborate to administer our worker's compensation, disability, and unemployment benefits. Our long-standing Workers' Compensation benefits partner understands the consumer-directed model and the joint-employer relationship in CDPAP. Our shared understanding of this workforce model ensures that we have clearly defined policies and procedures for PAs on reporting Workers' Compensation claims and accompanying benefits. During the onboarding of the consumer and PA, we will provide a full explanation of the workers' compensation policy, provide contact information to use in the event of an injury, and explain reporting timeline requirements.

The CDPAP PA hiring materials will include information on short and long-term disability as well as policies and procedures for filing for unemployment, along with FAQs ensuring additional clarity around areas of frequent confusion. Our Human Resources team will be readily available to PAs to explain New York State unemployment policies, including the length of benefits (26 weeks) and that income from unemployment is still taxable on federal and state returns. The team also stays abreast of changes in the state, such as the

2023 change to New York law, which expands employers' obligation to inform employees of their right to apply for unemployment benefits. As a supplement to our Human Resources team, PAs can communicate with our dedicated Personal Assistant Support team, who will be available to answer any questions or concerns that PAs have following their onboarding.

Health Status of Personal Assistants (PA)

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;



[redacted]

Personnel Record Maintenance

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), as well as documentation, where applicable, of completed background checks and completed training requirements;

Our *PPL@Home* portal will be configured to the CDPAP hiring requirements for PAs, and all personnel records will be maintained electronically. Each PA will have a user profile in our portal that includes demographics, criminal background check, health assessment statuses, benefits selection and employment documents, including the USCIS Form I-9. Their profile includes a tax withholding section that maintains associated records including the IRS W-4 Federal Employee's Withholding Allowance Certificate. Documents are processed internally with information keyed into the portal. Scanned images are uploaded in PDF format maintained with all prior documentation.

PA criminal background check statuses and completed required trainings can also be maintained in the PA profile record, shown in **Exhibit F.1-4**. Our processing team verifies background checks results, keys them in our web portal, scans and uploads the documentation. Training documents are also verified and uploaded with all documents in .PDF version and maintained on an Azure cloud database. [redacted]

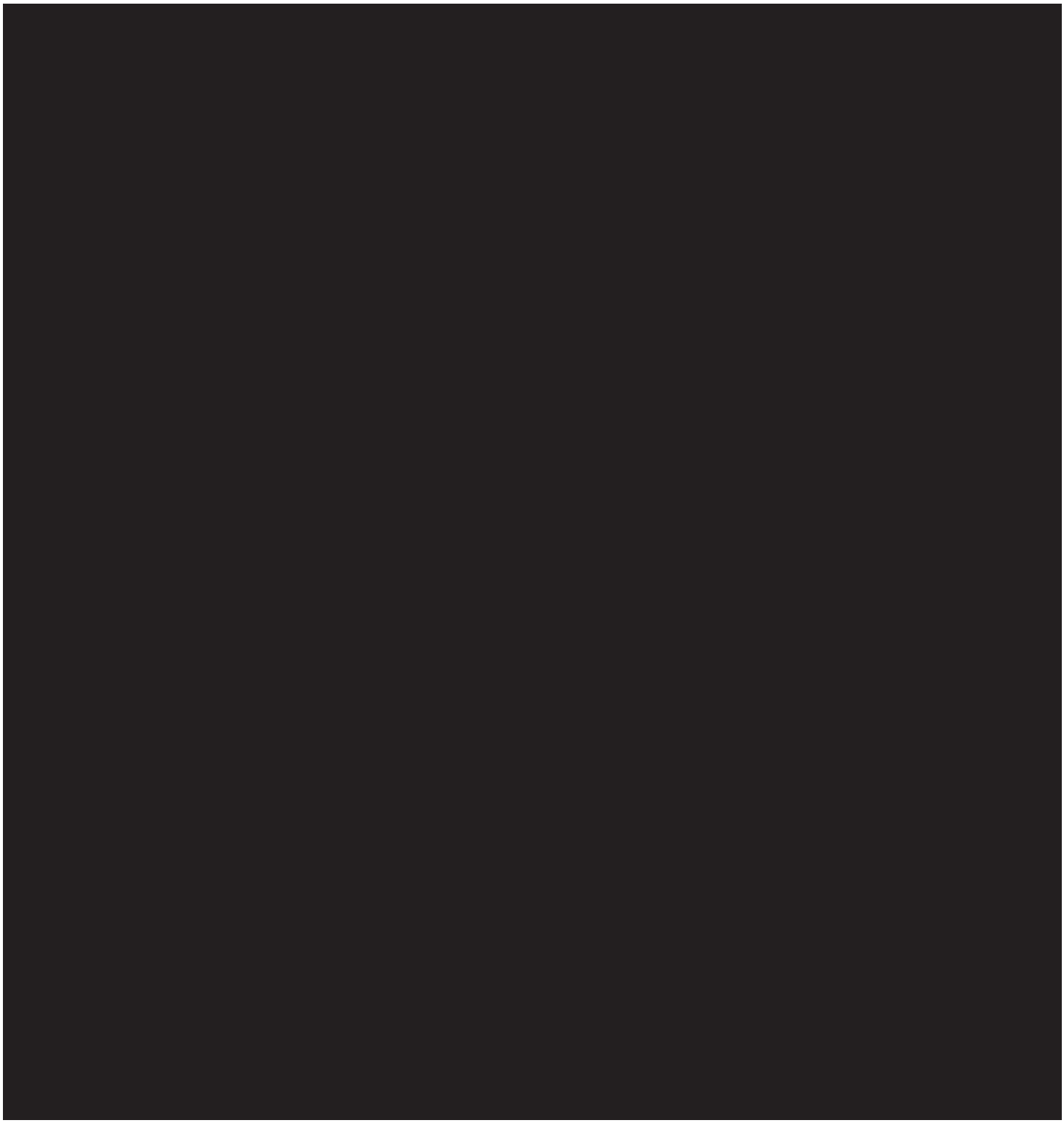
Exhibit F.1-4: Hiring Profiles and Checklists for Personal Assistants

PA profiles and documentation checklists are configured per program and state requirements.



Consumer Record Maintenance

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;



Ability to Fulfill Consumer Responsibilities

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;

Our goal to position the consumer for success starts with a comprehensive onboarding. Our New York-based Consumer Conversion and Onboarding Teams will be hired and trained to embrace our corporate values of empathy, integrity, and compassion. During onboarding, we will educate and provide tools that explain the role and responsibilities of the consumer, designated representative (when present), and their PAs in a joint-employment relationship. The consumer will leave the onboarding with easy-to-understand reference materials on key points to remember regarding PA supervision, EVV time verification, and who to call at PPL when they need assistance.

Our Consumer Support Team members will monitor consumers' time submissions, approvals, and PA payment dates to ensure consistent payroll processing. In addition to the mandatory reporting of Fraud, Waste, and Abuse and negligence, we will facilitate weekly reporting of consumers who have not met their responsibilities in the Program. [redacted]

- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

Our Consumer Support staff will monitor these reports and conduct targeted outreach to provide the consumer, or the designated representative, with more training and guidance on the necessary actions. These reports will also be available to the LDSS or MCO/MLTC on a weekly basis. In addition, we monitor which individuals are frequent callers and will connect with them for additional education and support or identify if their issues are more severe and need further escalation. PPL offers monthly meetings with the LDSS and MCO/MLTC to review this data and discuss joint support approaches for consumers who routinely appear on the report and may be struggling to fulfill their obligations under the program. In these cases, we partner to develop a plan to get the consumer to better understand their roles and responsibilities so they can direct their services effectively. In certain cases, the consumer's circumstances may call for use of a designated

representative, or replacement their designated representative. Whatever the situation, the consumer and their representatives are provided with high level support and treated with professionalism and compassion with an aim towards resolving their concerns successfully.

We understand assuming the role of a joint employer and directly managing their service hours may be a new skill for CDPAP consumers or their designated representative. Our integrated technology ensures consumers have access to real-time information on their authorized and remaining service hours and that our New York based consumer support representatives have it on hand to review with consumers. Consumers and PAs exceeding their authorized hours are reported weekly to ensure timely follow-up can be provided and any changes in care needs can be readily communicated to the LDSS or MCO/MLTC. Through our CRM data and reported call types by consumer, we can also monitor and provide timely follow up on supervisory issues when chronic PA issues are reported.

PA Reimbursement Agreements

h) Entering into PA reimbursement agreements with MCOs for the provision of services;

[redacted] Our client success team brings decades of experience negotiating contracts, service agreements, and reimbursement rates with care plan management. Our team has extensive experience and knowledge of personal care reimbursement rate and wage setting in HCBS consumer directed models. We will assign NY-based MCO/MLTC account managers to be the primary point of contact during reimbursement agreement negotiations and who will monitor service claim submission and reimbursements.

Department Approved Memoranda of Understanding

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

We have experience developing Memoranda of Understandings for individuals enrolling in a consumer directed option. We have reviewed comparable agreements for CDPAP, including the CDPAP Member/Designated Representative/MCO agreement, and will present our draft for DOH review and approval during the project design phase.

Additional Services

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.

We understand this requirement and commit to performing any additional services required pursuant to regulations established by the Commissioner of Health specifying the responsibilities of FIs providing services under this title.

Consumer Responsibilities

Fiscal Intermediaries are not responsible for, and fiscal intermediary services shall not include fulfillment of the responsibilities of the consumer. Responsibilities of the consumer (or designated representative) include items a-g.

Consumers have distinct responsibilities outside of the joint employer role, as outlined in 4.1, Responsibilities of Consumers. We understand this differentiation; our systems and processes are established to support consumers in the role of joint employer.

2. Ability and Experience in Serving Members with Disabilities

2. Describe the ability and experience the bidder has in serving members with disabilities.

We have focused on serving Medicaid LTC populations across all disability types for over two decades. [redacted] Our experience drives our culture and commitment to ensuring equal access to information and programming regardless of disability, and it is reflected in our staff, policies, and efforts to support each consumer in a person-centered way.

Our ability to effectively serve consumers with disabilities starts with our recruitment practices and spans our policies, procedures, and technologies. We recruit from local healthcare and social service industries, seeking local staff with demonstrated experience serving disabled populations in a range of capacities. Over 20% of PPL's staff self-reported a disability in 2024. Our New York-based consumer support staff includes former case managers and service coordinators, and our senior staff includes former Departments of Health and Human Services management.

Our experience not only comes from our long-term contracts providing similar services, but also from our team's personal experiences. Many of our employees have a deep connection with someone who has received services. Maria Perrin, who will serve as the General Manager for this contract, has crafted our unique participant outreach approach in ways that are accessible and culturally competent, based in part on her experience as a mother of a child on the autism spectrum. Maria's son received essential home-based services, and he is now a college graduate. Maria and her family credit his amazing therapists and services received that set him on the path to success.

Maria Perrin and her son.
Maria understands the importance of the services provided by Fiscal Intermediaries.



To ensure our communications are appropriate for the disability community, our website and all online program information is compliant with the Americans with Disabilities Act (ADA) Guidance on Web Accessibility. Our support center staff is trained on supporting disabled consumers and all our written and verbal communications are at the fifth-grade level. Communication is conducted through a variety of methods including letters, emails, telephone calls, and various forms of technology, such as Teletypewriter (TTY). In this case, if consumers are using text telephones, a separate phone line will connect callers to the TTY system, enabling those with hearing and/or speech impairments to access services and assistance without issue. Alternative formats, such as large print for the visually impaired, and materials provided in different languages are also an option.

Our Consumer Advisory Committee, comprised of consumers participating in consumer direction programs (many of whom are disabled), provides feedback on many of our communications and tools to ensure they are audience appropriate. As outlined in **Section 6.2.F.2, "Best Practices,"** we will also form a New York-based Advisory Committee that will include stakeholders from organizations across the state as well as actual consumers.

[redacted]

For CDPAP, we have partnered with existing CDPAP FIs who currently serve the disability community and who will be our subcontractors. We have also established a working relationship with the Independent Living Centers that serve the state. We will pair our experience and capabilities serving the disability community with their NY-specific experience to offer an enhanced, disability-competent experience.

3. Ability and Experience to Provide Cultural and Linguistic Competencies

3. Describe the ability and experience of the bidder to provide cultural and linguistic competencies that reflect the needs of the consumers they propose to serve.

Our highest priority is maintaining an enhanced level of cultural sensitivity in all that we do. Today, we work with several programs with a diverse base of consumers and PAs. For example, California and New Jersey, where there are 220 and 150 languages spoken, respectively, and Florida, where more than 21% of the population was born outside of the United States. Our approach considers cultural background, religion, education level, primary language, geography, and other personal characteristics of consumers and PAs. We know that having a personalized experience only enhances the outcomes of consumer direction and makes the program operate more effectively. We are committed to implementing and upholding operational approaches that provide the cultural and linguistic competencies needed to serve the diverse consumers and PAs in NY.

To support a diverse base of stakeholders, all our consumer- and PA-facing systems, including *PPL@Home*, *Time4Care*, and the PPL company website are compliant with the guidelines provided by the Web Content Accessibility Guidelines (WCAG), offering 130 translations as well as accessibility options to suit varying needs of assistance. Should a member require a language that is not covered by our standard systems, we also offer a language line which offers over 300 languages and dialects.

We prepare communications that are appropriate for the community. As an example, in California, we launched our "Did You Know" campaign in multiple languages to share

information about the program on social media platforms. **Exhibit F.1-6** is an example of how a similar approach would be used in NY to educate on the transition to PPL.

Exhibit F.1-6: "Did You Know?" Social Media Campaign on Facebook

We use unique methods to communicate to individuals of different cultures to increase awareness and comprehension.

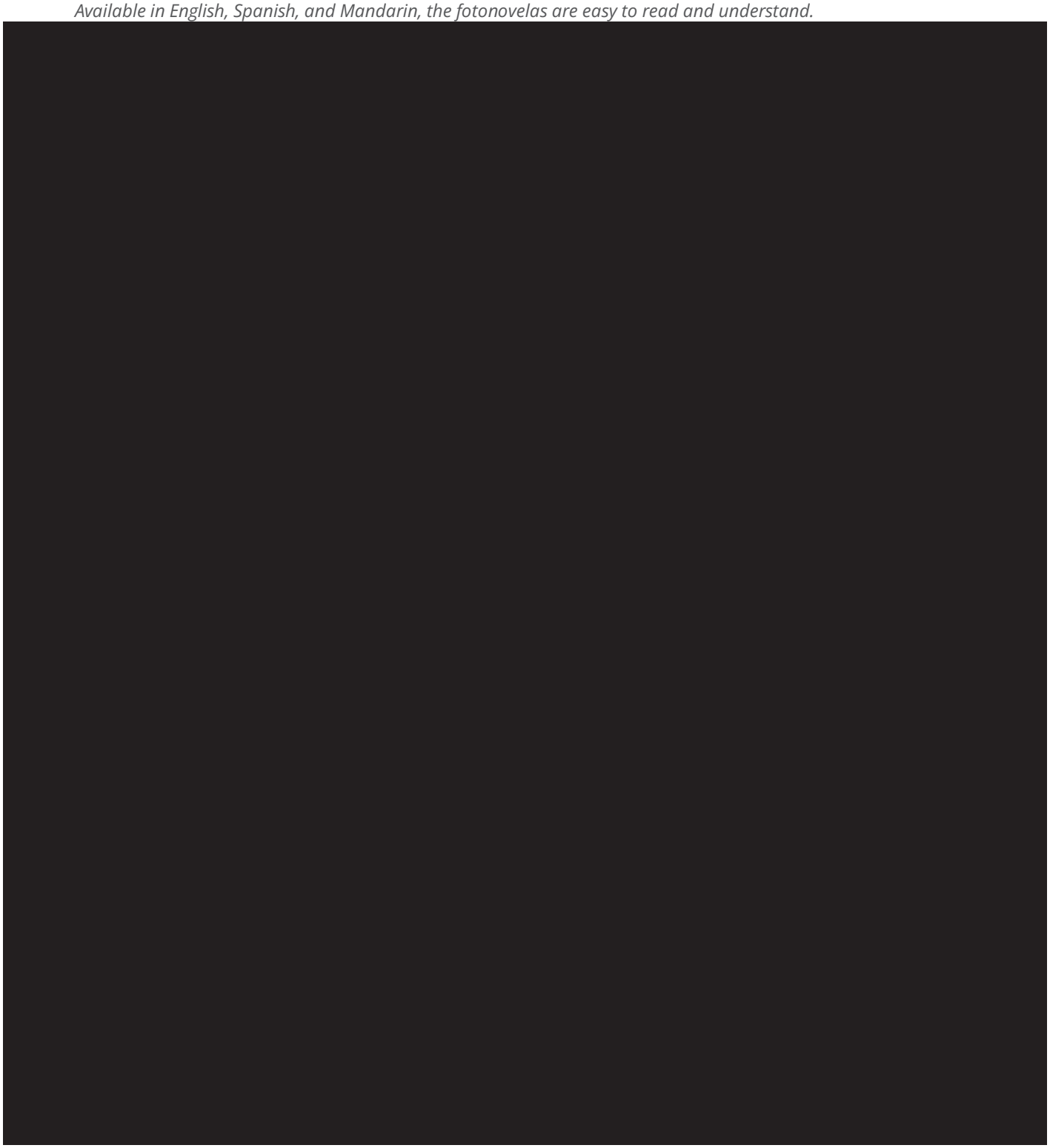


Cultural & Language Competency

Further, our fotonovelas (a traditional print medium found in Mexico, Latin America, and the Caribbean), are similar in format to that of a comic book (**Exhibit F.1-7**). These popular communications are shared at community events, digitally through our social media channels, and through Hispanic and Asian/Pacific Islander publications. The fotonovelas are an example of our experience in meeting people where they are and finding effective ways to educate consumers and PAs regardless of their cultural background or primary language. We recognize that all communication or communication materials are subject to DOH's guidance and directives.

Exhibit F.1-7: PPL's Fotonovelas

Available in English, Spanish, and Mandarin, the fotonovelas are easy to read and understand.



Our tools and nationwide experience, especially our work in diverse states, have equipped us with a deep understanding of the challenges involved in connecting with disabled and culturally diverse populations, and an ability to solve the challenge. Our expertise starts with our approach to hiring, training, and supporting our team.



We continue to emphasize diverse recruitment and hiring to ensure we can deliver services that meet the needs of all the demographics we serve. While some vendors may say that they have over 1,000 employees, often many of those employees include care workers who do not hold an administrative role in the organization. We have roughly 1,000 employees who are solely dedicated to the FI administration of consumer-directed services, including the development and management of our technology systems, our client engagement, our best-in-class customer service, and our payroll and financial administration teams. Our workforce is comprised of 17% Hispanic or Latino, 19% Black or African American, 30% white and 9% Asian with the remaining representing Native American (0.5%), two or more races, or unreported. Almost 60% of our staff are under the age of 40 years, while ~40% are over 40 years old, and our existing organization includes individuals who can communicate

fluently in at least one of 36 different languages (other than English). Our cultural, linguistic, and generationally diverse team is our organization's strongest asset.

Most PPL employees come to work for the organization because they are committed to the mission and have been personally impacted by these programs. Our team employs a compassionate and knowledgeable approach to helping consumers and their PAs throughout their engagement with the programs and it is in their nature to abide by Diversity, Equity, Inclusion, and Accessibility principles. [redacted]

In addition to our PPL team, we have partnered with existing CDPAP FIs that are currently serving communities and that have specific cultural, linguistic, and religious needs. We will pair our experience and capabilities serving diverse communities with our subcontractors' NY-specific experience to offer an enhanced, culturally, and linguistically competent experience.

Scope of Work (RFP Section 4.0)

Per Answers to Questions, the response to Question 824 states," As stated in Section 6.2.f, "The technical proposal should provide satisfactory evidence of the bidder's ability to meet, and expressly respond to, each requirement of and information requested in this RFP in section 4.0.". As such, bidders should include responses in the format requested in Section 6.2, while addressing all aspects of Section 4.0 of the RFP. "

4.3 Fiscal Intermediary Employment Related Responsibilities and Joint Employment Requirements

Ensuring Full and Timely Payment of Wages

Our teams are responsible for the full and timely payment of wages and process all payroll in-house using our proprietary FMS management system. It is configured and compliance-tested to properly calculate payroll amounts in accordance with DOH requirements. Each claim is fully reconciled against the consumer approved and date stamped EVV-compliant time entry. Our system is also configured and compliance-tested for all federal and state tax and withholding amounts. All calculated amounts are adjusted for taxes prior to being deducted from the consumer's approved budget.

Maintaining all Documentation to Process Taxes

All relevant tax documentation and forms are securely stored in our *PPL@Home* web portal. Our enrollment and employment packets will include all necessary IRS and New York State tax forms and FICA exemption information. PPL establishes a segregated FEIN for each new program under our financial management services for aggregated employer tax filings to ensure we are identified as the employer of record. These forms include:

- I-9 Employment Eligibility Verification
- NYS 100 Registration for Unemployment Insurance Withholding Tax and Wage Reporting
- W-4 Federal Employee's withholding Allowance Certificate
- IT-2104 State Employee's Withholding Allowance Certificate

Completion of these forms during onboarding is critical in order to complete timely and accurate payment. Should any information be missing or incomplete, our system will automatically 'pend' the payment until complete and accurate information is provided.

Tabulating Appropriate Hours

With our fully integrated and flexible technology offering, all PA hours worked are logged within a unique user profile in our *Time4Care* mobile application. In the event that multiple PAs are providing services for a single consumer, or if multiple consumers are receiving services from a single PA, our system will analyze hours based on the unique user profile and calculate the hours by earned period based on the established payroll schedule.

Reporting Wages Paid and Taxes Withheld

Our teams will directly perform year-end tax filings and document distribution and have proven they can complete high processing volumes including the distribution of W-2s, Wage and Tax Statement, and Form NYS-45, which can also be accessed within the PA's web portal profile. To prepare the required W-2 data, we use the payroll module within our FMS, which has been customized to file in accordance with IRS Rev, Proc. 70-6, Notice 2013-39 for household employers.

Maintaining and Making Available to the Consumer Information Detailing Wage Rates and Benefits

In our role as the SFI, we will maintain an up-to-date database that details the wage rates and benefits for all Personal Assistants (PAs). This information will be readily accessible to consumers through our secure online portal. Regular updates will ensure that consumers have the most current information to make informed decisions.

Auditing Consumers' PA Billing Records

We will implement a robust auditing system to regularly review Consumers' PA billing records. Our process includes automated checks for accuracy, as well as manual reviews to identify and resolve any discrepancies or anomalies. This ensures compliance with all relevant guidelines and protects against potential billing errors or fraud.

Processing Termination Documentation

When we receive notification that we no longer need to act as an agent for the consumer or PA, we will complete all final tax deposits and file all necessary documentation with the IRS to revoke our authorization over the EIN. To process the revocation of FEINs in a timely manner, we rely on communication from the consumer as soon as knowledge is received that the client will no longer be utilizing our services.

Processing Wage Verification, Paid Family Leave, and Family Medical Leave Act Claims

Our team is well-equipped to efficiently handle wage verification requests, as well as claims related to Paid Family Leave (PFL) and the Family Medical Leave Act (FMLA). We will streamline these processes to ensure timely responses and accurate processing, minimizing any disruptions to the Consumer or PA. Our dedicated staff will manage these tasks with precision, adhering to all legal and regulatory requirements.

4.4 Statewide Fiscal Intermediary Compliance Requirements

PPL has thoroughly reviewed all statewide fiscal intermediary compliance requirements as specified in the RFP and agrees to comply with the following laws and regulations:

- N.Y Soc. Servs Law § 365-f and any successor law or laws;
- 18 N.Y. Code Rules and Regulations § 505.28 and any successor rule or rules;
- 18 N.Y. Code Rules and Regulations Part 504, including but not limited to § 504.3 that specify the responsibilities of providers enrolled in Medicaid and any successor rule or rules;
- N.Y. Pub. Health Law § 3614-c (Wage Parity) and any successor law or laws;
- State and federal labor laws, including laws pertaining to overtime pay; and
- Wage and labor agreements, including union contracts and collective bargaining agreements.

Additionally, we can confirm that we will, at the time of award and contract, be enrolled as a CDPAP-FI enrolled Medicaid provider. As described in detail in section 6.2.F.6, our proprietary timekeeping mobile application *Time4Care* is EVV-compliant and adheres to all rules set by the 21st Century Cures Act.

Summary

Our experience and capabilities in providing FI services for consumer direction programs is unmatched. Throughout our 25 years in business, our commitment to the success of these programs has been unwavering. Because FI services for consumer direction is our sole focus, we approach our work as a long-term committed partner to our clients, consumers, and PAs. We make significant annual investments in people and technology, work countless hours with community partners, and operate with flexibility and transparency to make the programs the best they can be. As an existing partner to the New York DOH, we look forward to expanding our partnership to consolidate and simplify your CDPAP operations

across the state, and make the program efficient and effective, while continuing to provide essential services to the community.

We have executed more than 60 complex transitions and implementations of consumer direction programs and have the proven ability to manage statewide programs. Many of our statewide contracts have been in operation for over a decade, and some for more than two decades, which is a testament to our ability to adapt to changing requirements while providing valuable, continuous services.

While the CDPAP transition will be highly complex and at an unprecedented scale, we are prepared to execute the transition. Our approach leverages our deep expertise of consumer direction programs, highly rated technology, a knowledgeable diverse staff that is culturally and disability competent, and a team of existing CDPAP FIs and stakeholder groups that will work with us to ensure the transition meets the needs of the state's consumers and PAs. Our implementation and operational plan will reduce major pain points of the current program including fraud, waste, abuse, and the lack of transparency. Our purpose-built technology and processes are successful in mitigating potential fraud, waste, and abuse through integrated checks and balances, including outlier analysis, comparative statistics, and a program integrity oversight team that is trained to identify risks. We have the capability and experience to provide transparency through our ability to aggregate data across the program and provide DOH with information and key metrics to understand the impact of the program and identify areas of opportunity.

In the past four months, we have met with more than 100 CDPAP stakeholders, many of which have become our teaming partners or have agreed to work with us on the transition. We have worked with employee unions including SEIU for decades and have a strong working relationship with 1199SEIU. We have existing relationships and are interoperable with many CDPAP partners including several national MCOs, EVV aggregators, and others. We are experienced in quickly establishing Electronic Data Interchanges (EDIs) and Standard Operating Procedures (SOPs). Our strategic partnerships with several existing CDPAP FIs emphasizes our focus on partnership for the benefit of consumers and will facilitate a seamless transition for consumers and their PAs as we work with DOH to implement PPL as the SFI.

Importantly, we are prepared to work with DOH and all CDPAP stakeholders to implement and operate a transitioned program with the least amount of disruption to consumers and PAs, while meeting DOH's goals of more control and transparency, less fraud, waste, and abuse, and better outcomes overall.





6.2.F.2 Best Practices

F.2. Best Practices

Creative Approaches

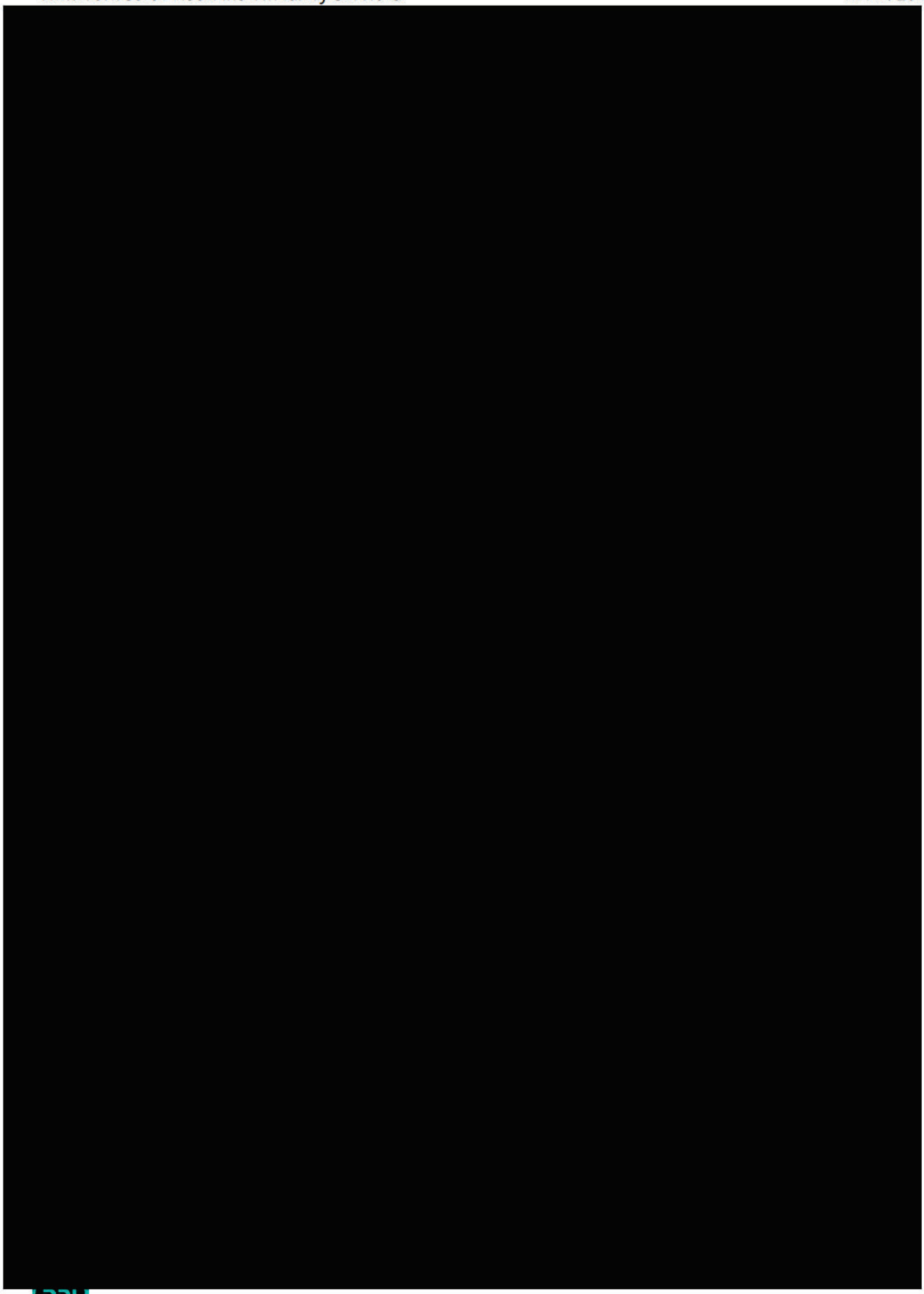
Best Practices
1. Describe how, in carrying out the specific duties described in Section 4.0, the bidder plans to implement any creative approaches (see Section 4.2 for specific examples) in delivering high quality FI services that best meet the needs of consumers.

Our national experience, combined with our New York Strategic Partnership Alliance (SPA) collective expertise, will ensure that we can provide the most creative and comprehensive solutions to meet the needs of the consumers. We will implement our best practices across two crucial service delivery areas: Implementation and Multi-Pronged Support for Consumers and Personal Assistants (PAs). Specific Best Practices as identified by the RFP requirement are designated with a key symbol: 🔑

[redacted]

[redacted]

[redacted]



[redacted]

3. Consumer Advisory Committee

Benefit to New York: *Enables PPL and DOH to stay abreast of, and address, program dynamics, and concerns*.



Engaging with stakeholders is critical to the success of our implementation and throughout the life of the contract. We currently have a National Consumer Advisory Board as well as several individual boards within states where we are the contracted FI. To create our New York Advisory Committee, we will survey the Independent Living Centers (ILCs) and our FI partners to identify CDPAP consumers who have demonstrated advocacy and are productive members of the consumer-directed community for the betterment of the option. Our selection process will ensure that we have a highly diverse group that spans varying ages, nationalities, disabilities, genders, sexual orientation, languages, religious preferences, and locations within the state. As with our current national and state-based consumer advisory boards, we will solicit their feedback on technology, communications, and other operational aspects of the program to enhance operations. Across the MCOs/MLTCs, we will identify the home and community-based services management team members and solicit recommendations for managers, supervisors, or care managers with an interest in serving on the Committee.

[redacted]

[redacted]

Multi-Pronged Support for Consumers and Personal Assistants (PA)

We understand and respect the principles of consumer direction and that, in a joint employer model, performing this orientation is a shared responsibility between the consumer and the FI. To prepare the consumer for their role as an employer with us, our **locally-based** team will facilitate an initial conversation with the consumer where we will review roles and responsibilities and inquire about their desired level of support when orienting their PA(s).

As your partner in the **joint employment model**, we consider these six initiatives as best practices in assisting and educating consumers and PAs.

[redacted]



2. In-Home Visits:

Benefit to New York: *Consumers needing in-home support receive it.*

While the COVID-19 pandemic drove a high degree of behavioral changes and preferences regarding virtual meetings over in-home visitation for administration support, home visits can provide essential support for some consumers. We recommend DOH consider this option for the program. Today, we support consumers virtually and in their home when needed. We understand the broad range of needs across the CDPAP population, and we will work with DOH, our FI subcontractor partners, LDSS, and MCO/MLTC partners to identify and ensure our approach to support is consumer centric.

3. Peer Supports

Benefit to New York: *Vulnerable citizens will not be left behind in the transition.*

Honoring cultural differences through understanding and respect is what makes us different — we create a more inclusive and responsive service that empowers all individuals to achieve their personal program goals and maintain their cultural identities.

Our team has been working with state advocacy groups to cultivate a peer support network that will inform our communications, provide forums for information sharing, and prepare our staff for appropriately servicing New York's many diverse communities. We will

collaborate with our FI partners to identify CDPAP peer support leaders, both consumers and PAs, specifically those who have been active partners with their FI in improving program policies and procedures, as well as individuals who can provide a voice for the many cultural, religious, and disability-impacted groups. Integrating cultural diversity into delivery ensures that services and supports are tailored to meet the unique needs and preferences of individuals from varied backgrounds. This approach enhances the effectiveness of care, promotes equity, and improves consumer satisfaction. The peer support network will also evaluate both regulations and best practices issued by the *CMS Office of Minority Health* to better serve the CDPAP program.

Recognizing the efforts of the state of New York, the New York DOH, the New York State Council on Developmental Disabilities, and other CDPAP stakeholders who have worked to incorporate cultural competency into the Medicaid program and the services provided under it, we will continue to evolve with the necessity to ensure that FIs, consumers, and PAs have the proper tools to communicate and actively listen with one another to ensure services are being provided properly.

4. Face-to-Face Program Orientation (Personal Assistants)

Benefit to New York: ***Improve understanding of program and new hire information, contributing to a seamless transition.***

During our onboarding process, existing PAs will have an easy-to-access orientation program that begins with an on-line, face-to-face meeting. This on-line, face-to-face delivery of PPL's processes and the joint employment model will help ensure the comprehension and retention of material. Besides operational process and compliance information, PAs are provided with cultural and linguistic competency training using customized components from the U.S. Department of Health & Human Services *Guide to Providing Effective Communications and Language Assistance Services*. These educational face-to-face meetings can be recorded and replayed by the PA as needed to refresh and reinforce the information.

5. Electronic Communication and ADA Compliant Website



Benefit to New York: ***Enhanced accessibility and inclusivity, ensuring all individuals can easily access and benefit from NY's program and services.***

We recognize the importance of a robust digital presence that distributes information about the program in an easily digestible way. Our program-specific websites offer multilingual support and accessibility features. Our website is compliant with Section 508 of the Americans with Disabilities Act (ADA) and users can select

from more than 130 languages and dialects to ensure all consumers and PAs have equal access to information. The website contains an accessibility widget that allows the user to adjust font size and/or contrast and provides an embedded screen reader and other options to enhance readability.

We use our program-specific website pages to provide consumers and PAs with essential program information regarding roles and responsibilities. We include an FAQ page to address emerging and continued questions that arise, display visual process flows for enrollment and hiring, and provide options for additional support (e.g., peer support groups). Our corporate website, and all supported program sites, include information on our hours of operation and methods for communicating, such as phone numbers, teletypewriter (TTY) for the hearing impaired, and a designated email to report and/or resolve complaint and answer inquiries. In addition to our corporate website, we also have a robust digital presence on Facebook, X, Instagram, and LinkedIn. We leverage social media to reach communities with specific language and cultural needs and offer a variety of formats to ensure inclusivity such as video, podcasts, digital information sheets, and shortform, highly visual communications. All digital communications are at a fifth-grade reading level.







6.2.F.3 Fiscal Intermediary Organizational Requirements

F.3. Fiscal Intermediary Organizational Requirements

1. Ability to Serve Consumers Statewide

Provide responses for the following: 1. Describe how the FI is willing and able to serve any consumer statewide.

To ensure we successfully serve all consumers statewide, our Executive Leadership Team (ELT) has engaged with more than 100 existing CDPAP stakeholders and identified 31 current FIs to be part of our *Strategic Partnership Alliance*. These FIs cover all 62 counties in New York State. Over the last four months, our ELT has met with 11 Independent Living Centers (ILCs), the New York Association on Aging, the New York Foundation for Senior Citizens, Westchester Disabled on the Move, Visions (services for the blind and hearing impaired), and numerous other advocacy groups, along with more than 40 FIs. This collaboration has allowed us to develop a strategic plan for the CDPAP program that addresses the needs of the DOH and the consumers.



Our Strategic Partnership Alliance is designed to maintain consumer choice, statewide capacity, and cultural competency. By establishing strategic partnerships with existing high-quality FIs who will serve as subcontractors, we will provide continuity and robust support throughout the program transition. These partners have provided valuable insights into the unique needs of the CDPAP consumer base, aiding in the development of our tactical implementation plan. [redacted] By collaborating with these experienced FIs, we significantly enhance our physical footprint for on-site support, increase our capacity for in-home visits when necessary, and ensure that consumers across all counties are appropriately served.

Partnership with New York Association on Independent Living to Ensure Equitable CDPAP Access and Best Practice Deployment Statewide

Across the country, we maintain a long-standing partnership with the National Centers for Independent Living and look forward to expanding our relationship with the New York Association. We are committed to working closely with the Executive Director of the New

York Association on Independent Living (ILC) and the Presidents of the 11 ILCs providing FI services in the state to ensure a smooth transition and to deliver high-quality services.

We recognize and respect that the ILCs are crucial to preserving the CDPAP as a consumer-directed model, empowering consumers to age with dignity in their own homes. Our technologies will be seamlessly integrated with the ILC's existing systems to maintain full-scope FI services. All data, including consumer, PA, and payroll information, will be consolidated into our single and secure CDPAP data warehouse. We aim to share best practices and support ILCs in expanding their CDPAP consumer base.

Core SFI Partnership to Ensure Equitable CDPAP Access Statewide

Regional FI collaborations are crucial to preserving the CDPAP model, which empowers consumers with choice and control to age with dignity in their own homes and communities. Our advanced technologies can interface with existing systems, ensuring secure and seamless integration, and continued full-scope FI services. We are pleased to present our Regional FI partners in New York and highlight their breadth of experience below.

[redacted]

[redacted]

Knowledge, Experience, Willingness and Ability to Convert to the SFI Model

The conversion to an SFI model is both large and complex due to multiple factors including the overall size, cultural, and geographic diversity. While we have the organizational capacity, experience with transitions, and ability to serve in the statewide SFI role, we know that having knowledgeable partners who are familiar with the CDPAP only enhances our ability to succeed and be the best partner to DOH. We also know that the right SFI model and transition plan must include and be planned in partnership with these leading FIs.

Strategic Partnership Alliance

To further ensure FI services are accessible statewide, and to facilitate a seamless transition, we offer a network of additional partners focused geographically and culturally, and who serve individuals of all disability types. These FIs have maintained exemplary track records of compliance serving both Human Resource Administration (HRS) and Managed Long-Term Care (MLTC) consumers. Many of these were designated as Lead FIs in 2020 through the prior CDPAP procurement process and they shared our values and commitment to ensuring a smooth transition. They are part of our implementation plan and we have confirmed their capacity for enrollment support during the transition. We believe each will add value and further ensure the CDPAP transition is well informed, resourced, and successful. Each FI was evaluated on the following attributes:

- **Experience and Expertise**. Each subcontractor has a proven track record of success in providing CDPAP services and has demonstrated expertise in serving diverse consumer populations.
- **Geographic Coverage.** Subcontractors were selected to ensure comprehensive coverage across the state, including urban, suburban, and rural areas.
- **Cultural Competency.** We prioritized partners who have experience serving culturally and linguistically diverse populations, ensuring that all consumers receive culturally competent care.

- **Commitment to Quality**. Subcontractors were chosen for their commitment to high standards of service quality and consumer satisfaction.
- **Capacity and Scalability.** We selected partners who have the capacity to support many consumers and can scale their services as needed to meet increasing demand.

[redacted]



Case 1:26-cv-03601-OEM-JRC Document 47-6 Filed 09/11/26 Page 79 of 230 PageID #: 473



Case 1:26-cv-03601-OEM-JRC Document 47-6 Filed 09/11/26 Page 80 of 230 PageID #: 474



Case 1:26-cv-03601-OEM-JRC Document 47-6 Filed 09/11/26 Page 81 of 230 PageID #: 475

After submission of this proposal, we will continue to meet with quality FIs and expand the team with the goal of covering more than 25% of the current CDPAP consumers through the Strategic Partnership Alliance. We understand that there are some current FIs raising their concerns to DOH and other state stakeholders about this procurement. We are actively meeting with FI advocacy groups that represent these concerned organizations in hopes of providing them with an avenue to continue their operations as a subcontractor. In partnership with DOH, our goal is to find a way for the program stakeholders to work together to make the transition successful.

Additional FIs will undergo the same vetting process by our Executive Leadership Team and will be required to have the same exemplary track records as those who have already shared their willingness and ability to ensure statewide coverage and operational integrity.

2. Local Presence

2. Describe how the FI plans to maintain a local presence that ensures the awarded Statewide FI can effectively and timely deliver the services required by Section 4.0.

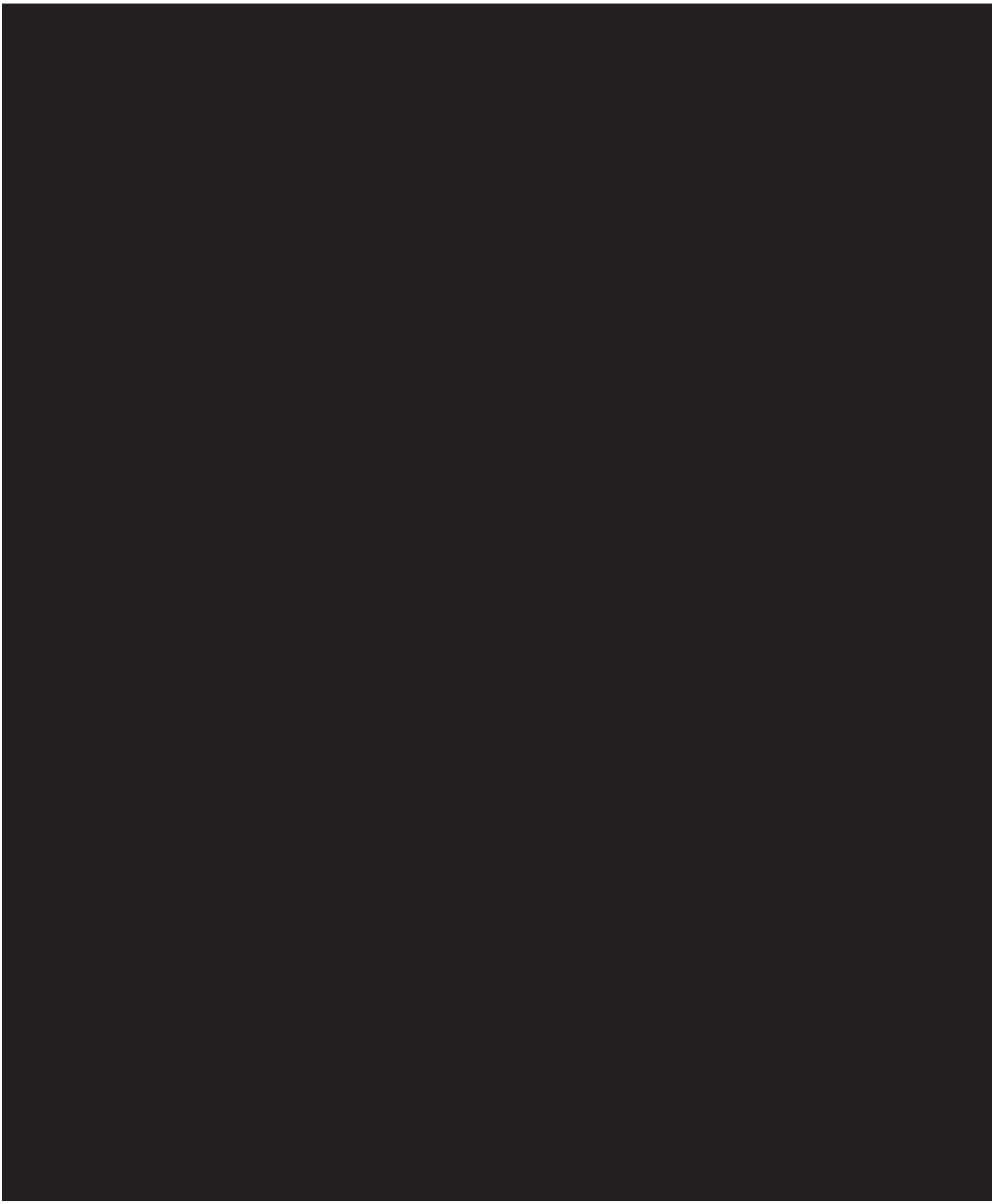
Our plan to build and maintain a local presence in New York is a powerful top-down approach. [redacted]

[redacted]

Our leadership team's deep expertise and local knowledge further demonstrate our dedication to making this transition successful for all stakeholders involved.

Upon award, we will conduct an accelerated statewide recruitment effort to hire more than 1,200 New York-based FI staff, as described in "Local Staff [redacted]

Our Strategic Partnership Alliance approach will also enable us to keep locally known and staffed office space (**Exhibit F-3.2**). The expansion of our physical footprint through our FI partners, combined with the opening of eight (8), PPL-specific offices throughout the state, will provide consumers and PAs with well more than **100 locations** throughout the state that they can visit for support during the transition. We certify that all physical locations, will, at a minimum, satisfy the 2010 Americans with Disabilities Act Standards for Accessible Design (ADA) and meet all state and municipal building codes. In satisfying this standard, the location's accessible features will include path of travel, restrooms, and meeting spaces. The location will provide at least one "family assistance" restroom to allow a person to receive assistance. Parking will comply with ADA standards, and with New York law (i.e., all accessible parking spaces will be van accessible).



3. Effective Organizational Structure

3. Describe how the FI has and will maintain an effective organizational structure with qualified administrative staff to deliver all the services of the Statewide FI.

As a large and tenured organization, we are well-versed in hiring, organizing, and maintaining operational effectiveness and efficiencies. [redacted]

To deliver on our commitment to transition the existing CDPAP consumers and PAs, we have outlined a multi-faceted approach to attract, engage, train, and retain qualified administrative staff to provide services. We have developed a comprehensive New York organization chart to serve as a blueprint for building the team to lead the successful and timely delivery of services. In addition to our in-house recruiting team, we will leverage our relationships with New York-based and national recruitment agencies to assist with our high-volume hiring strategy. We have identified more than 50 unique positions and the related minimum qualifications necessary to support the successful transition and on-going performance of this contract **(Exhibit F.3-5).** These job openings will be marketed in multiple languages through both traditional channels (i.e., PPL's website and external career platforms) as well as throughout local community resources (i.e., colleges/ universities, trade schools, recruiting agencies, SEIU office, unemployment offices, community centers, etc.), using best practice techniques to target New York-based job seekers, including:

[redacted]

[redacted]

Exhibit F.3-3: Counties with the most CDPAP PAs

We will target our hiring efforts in these communities.

County	Number of Personal Assistants
Kings	17,758
Queens	10,828
Bronx	7,523
New York	5,372
Nassau	3,202
Suffolk	3,131
Erie	2,822
Monroe	2,401
Richmond	2,401
Rockland	2,080
Westchester	1,937
Orange	1,244
Oneida	1,024

During our screening and interview process, we will pay special attention to candidates' alignment with the expectations of the role and our mission-driven values. We will also consider their ability to thrive within New York's operational context, which will help define the candidate pool to include those who will provide the most long-term benefit to PPL, DOH, and the program. We will only select candidates who provide the best fit with New York's strategic goals.

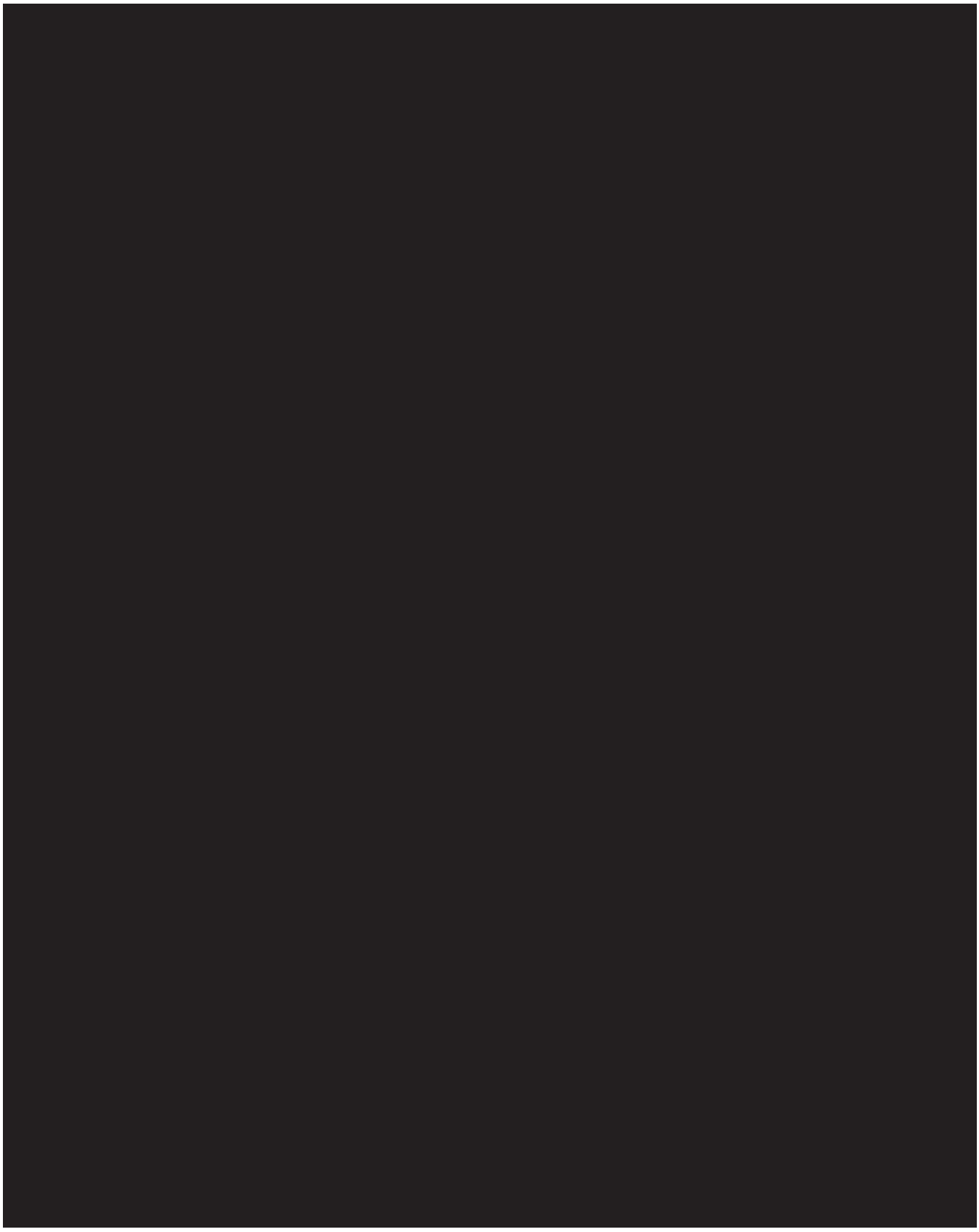
Once candidates are selected, our onboarding process will include orientation tailored specifically to New York covering organizational culture, local policies, and specific benefits packages available to employees within the state. All new employee team members go through technical, compliance, and consumer direction education sessions (as described in Section 5. *FI Administrative Personnel Qualifications and Training)*, in addition to their program specific training to set them up for success. Team members are provided with ongoing learning and development (L&D) opportunities through our L&D training team and platform, as well as through our industry lunch and learns and specialized skill courses, such as our strategic presentation skills course offered to external facing employees. These development opportunities enable our team members to continuously learn and grow their careers. Additional employee development will be facilitated by managers through one-on-one meetings, through department-specific development initiatives, and via participation in our annual goal setting and performance reviews that are aligned with state-specific performance metrics, organizational objectives, and employees' personal goals.

We also provide an array of engagement activities to increase employee satisfaction with their work including participation in philanthropic and industry events, weekend pizza parties, town halls, branded swag giveaways, and theme meet-ups. Our focus on engagement, development, and goal setting helps maintain a high standard of performance, encourages professional development, and promotes overall retention of our team members.



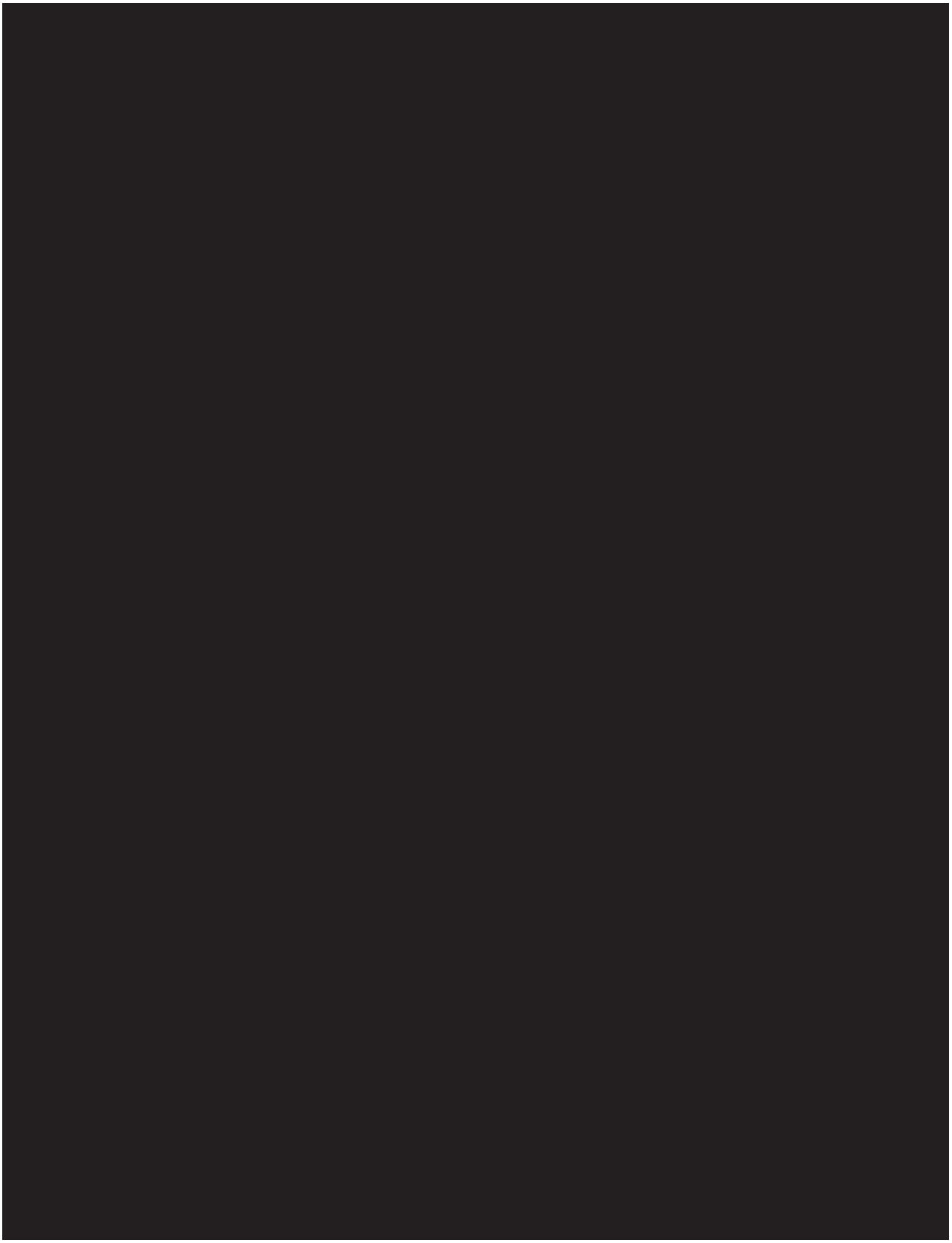
Instrumental to this organizational structure development are our existing team members. The following PPL team members are the designated key NY project staff who will be responsible for maintaining an effective organizational structure and expertly directing the successful delivery of the scope of this contract.

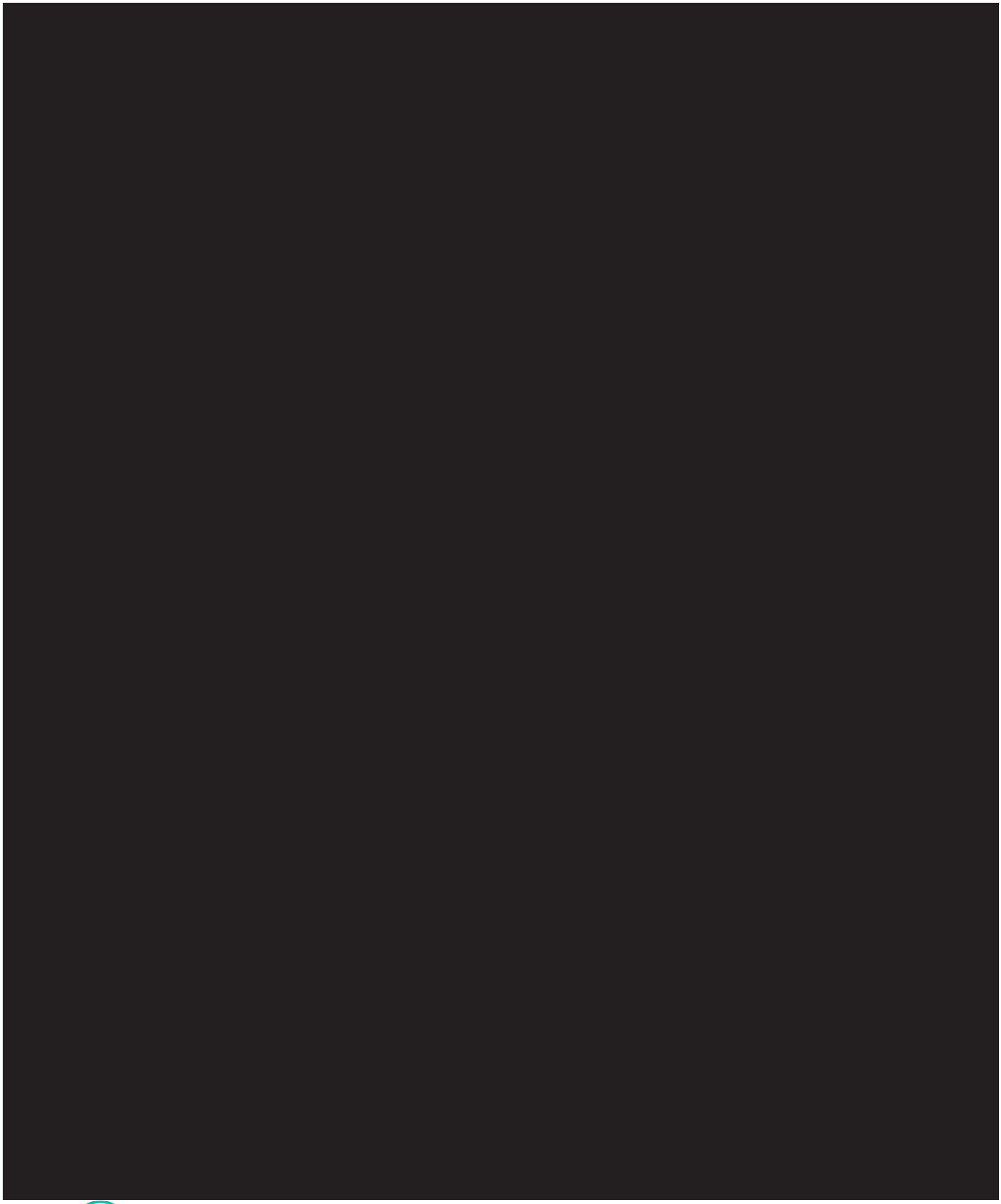
[redacted]



Key New York Staff

[redacted]





[redacted]

4. Organizational Chart

4. Submit an organizational chart with professional and managerial lines of authority.

PPL's organizational chart, detailing all proposed personnel who will collaborate with DOH on the implementation of the FI services contract is provided as **Exhibit F.3-4**.



Case 1:26-cv-03601-OEM-JRC Document 47-6 Filed 09/11/26 Page 93 of 230 PageID #: 487

5. FI Administrative Personnel Qualifications and Training

5. 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.

[redacted] To ensure we recruit and retain top-tier talent, we established a comprehensive hiring process for all positions:

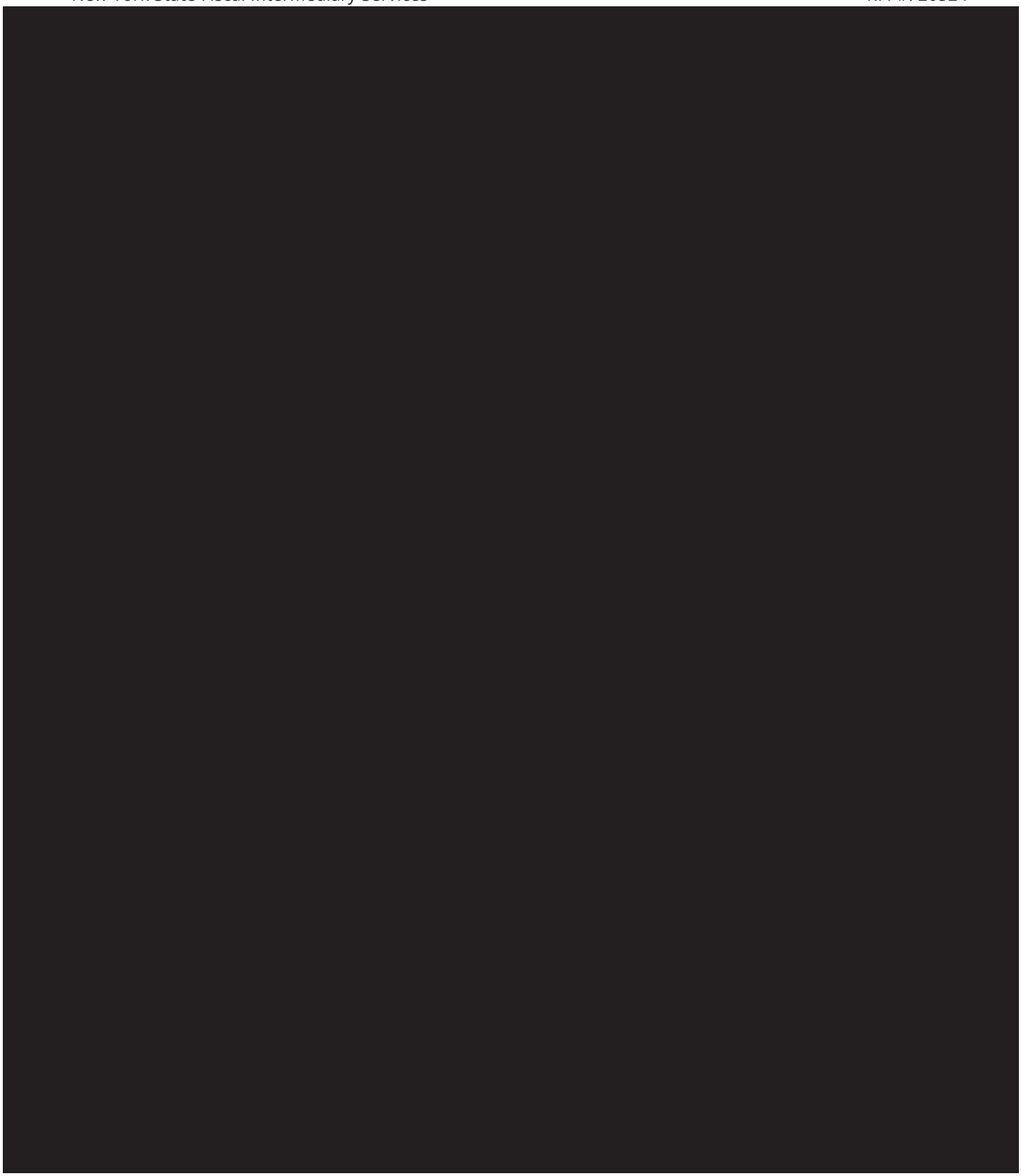
- Conduct a thorough **job analysis and role definition** by collaborating with department heads to identify specific needs, as well as core and role-specific competencies.
- Identify **qualification criteria**, including educational requirements, professional experience, and skill assessments.
- **Screen and evaluate** applicants through a detailed review of resumes, preliminary interviews, and technical assessments. Structured, behavioral, and panel interviews ensure consistency and fairness, while reference and background checks validate candidates' qualifications.

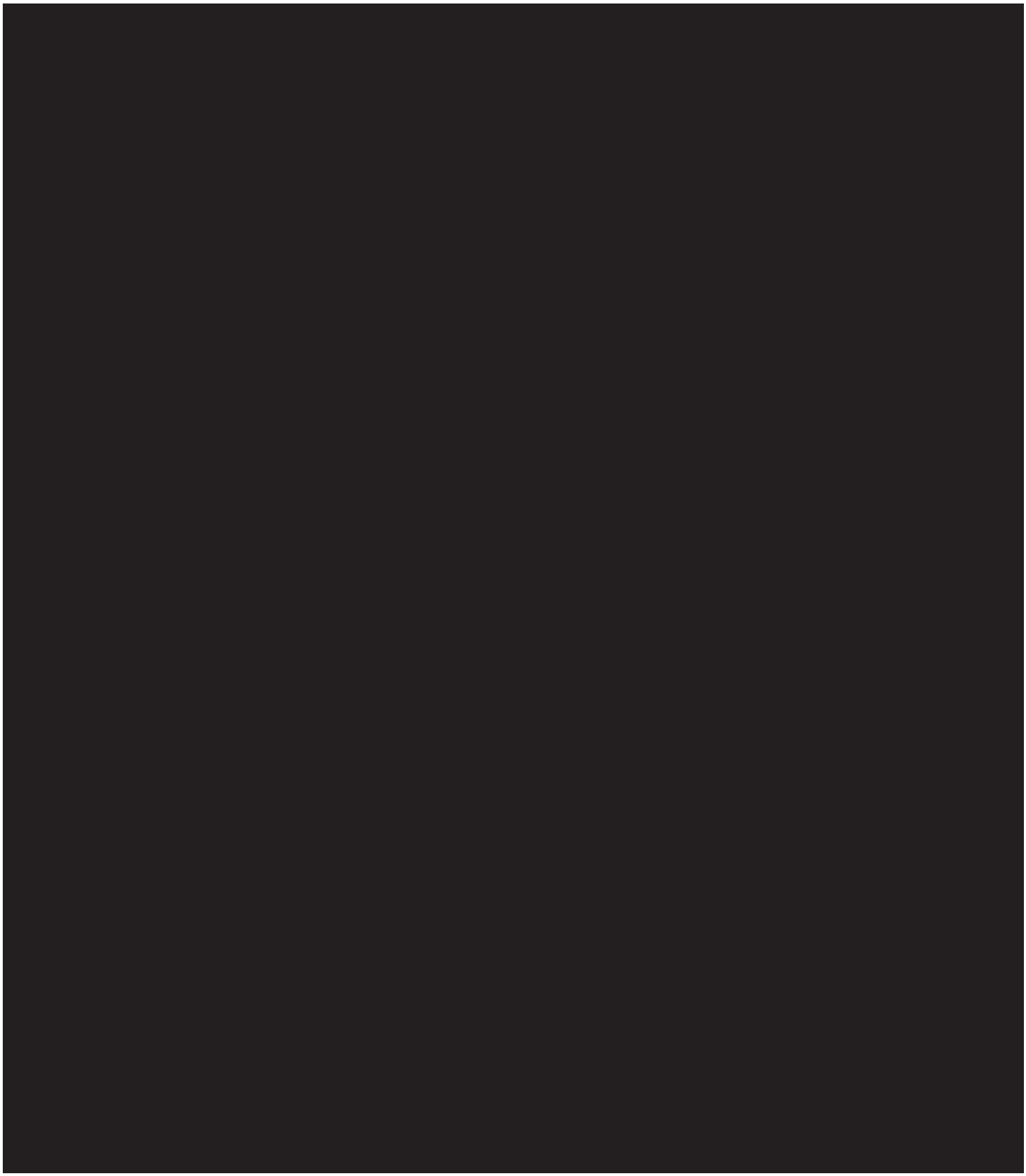
Our final selection process is a collaborative effort, involving feedback from hiring committees to make well-rounded decisions. We emphasize continuous improvement by gathering feedback from new hires and managers and updating our qualification criteria based on industry trends. This structured approach ensures our hiring process remains robust, transparent, and aligned with our goal of attracting and selecting the most qualified individuals.

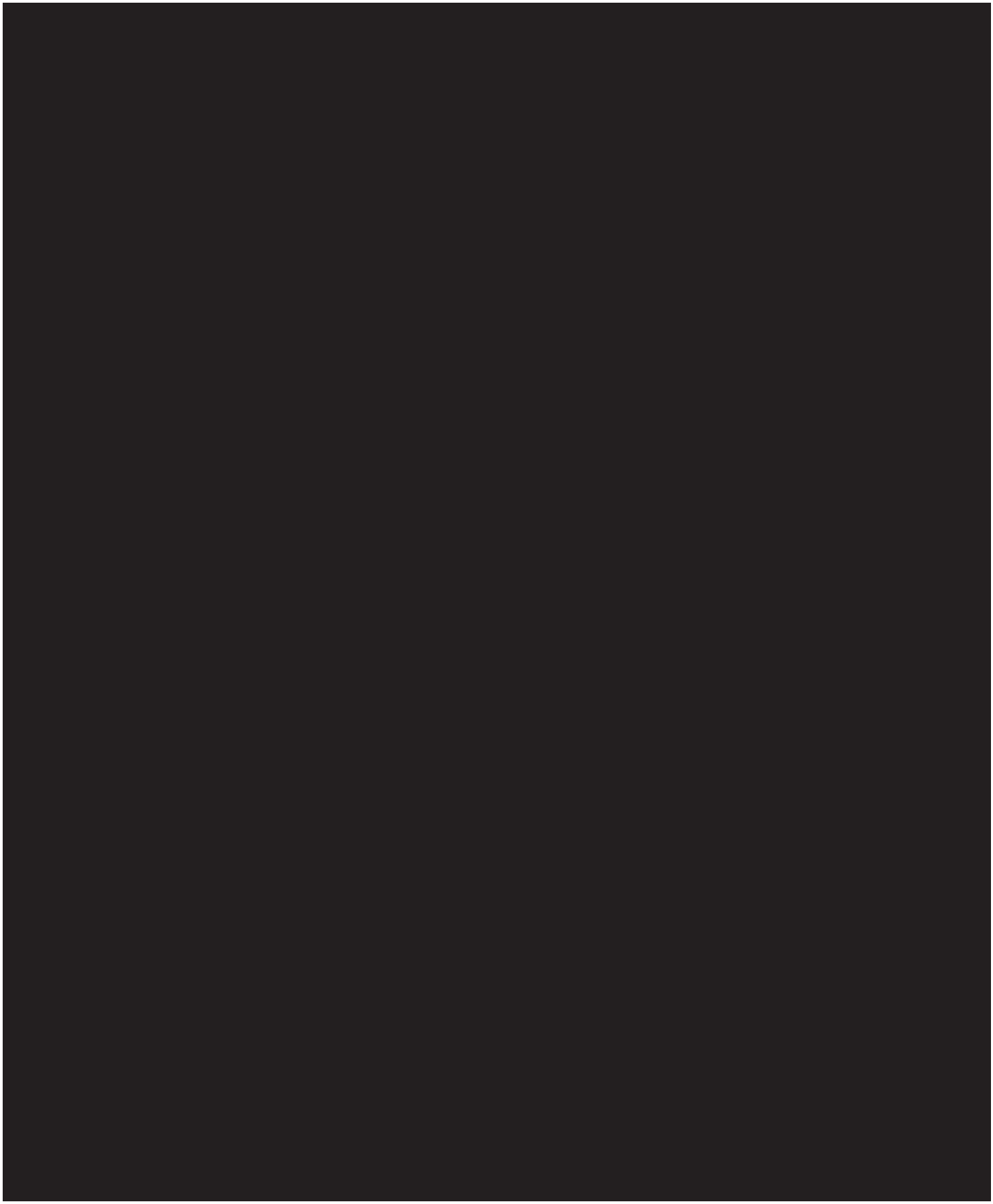
For this project, we have completed the identification of roles and qualifications. **Exhibit F.3-5** provides a full list of the roles, qualifications and estimated number of staff needed.

Qualifications





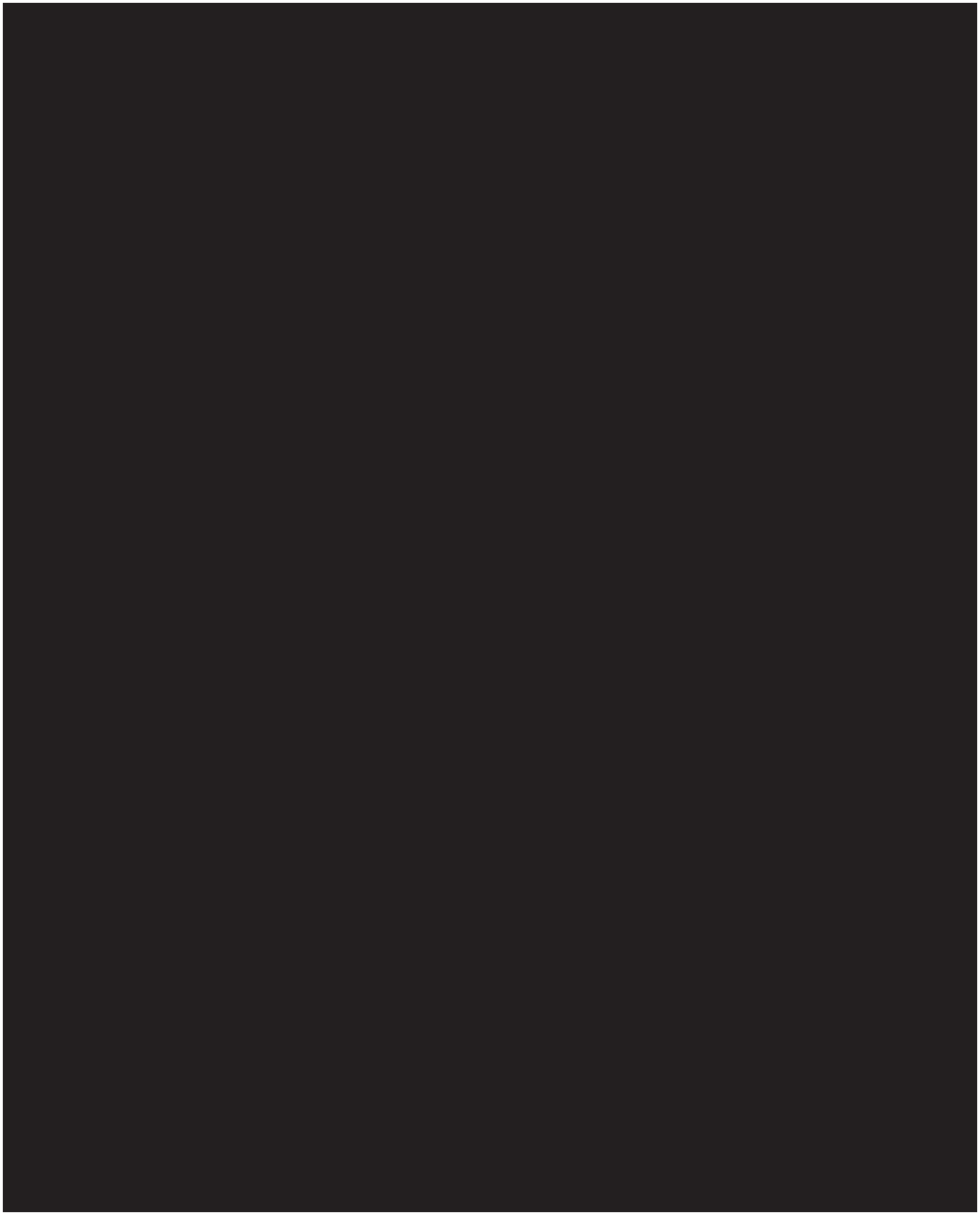




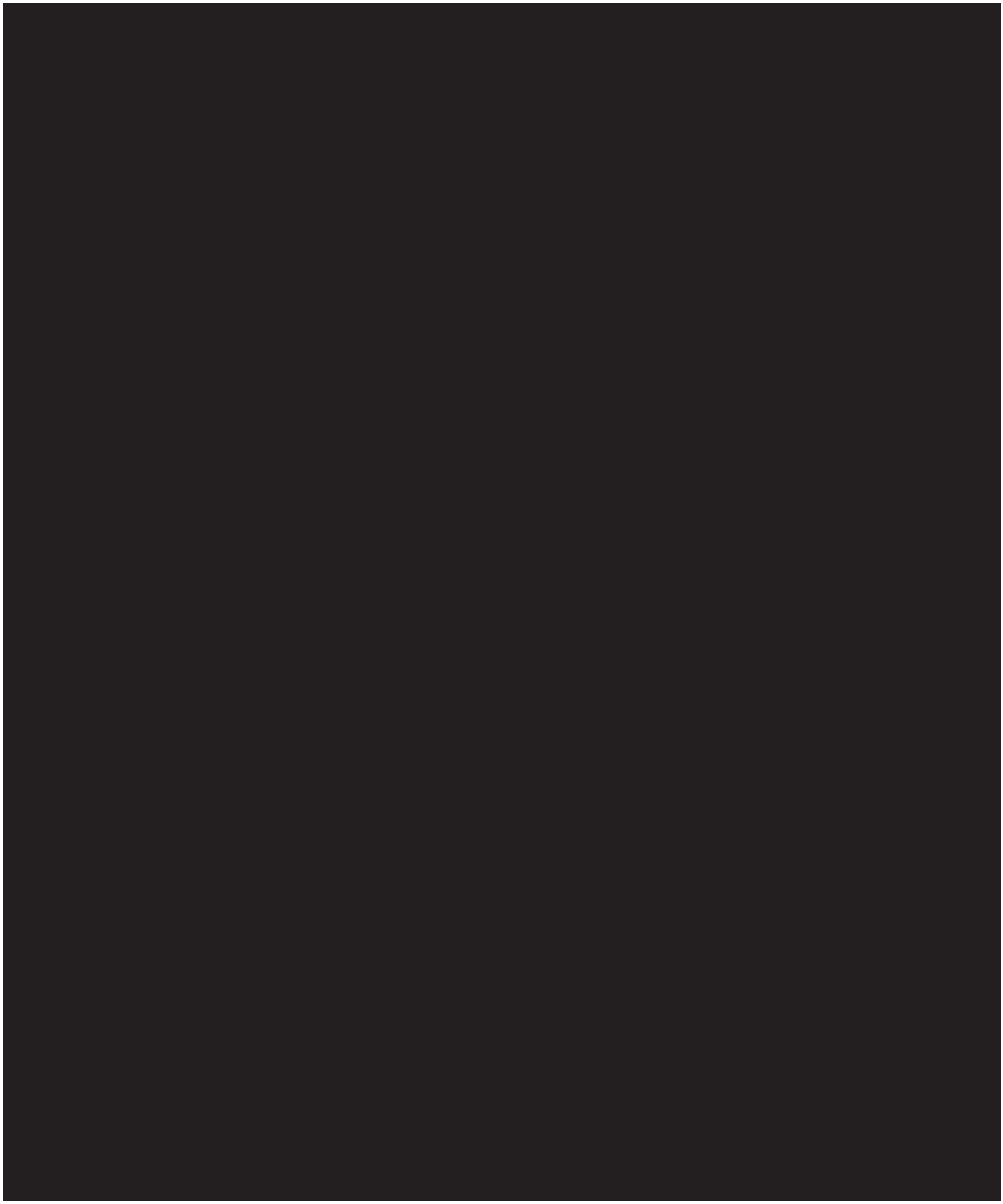
[redacted]

[redacted]

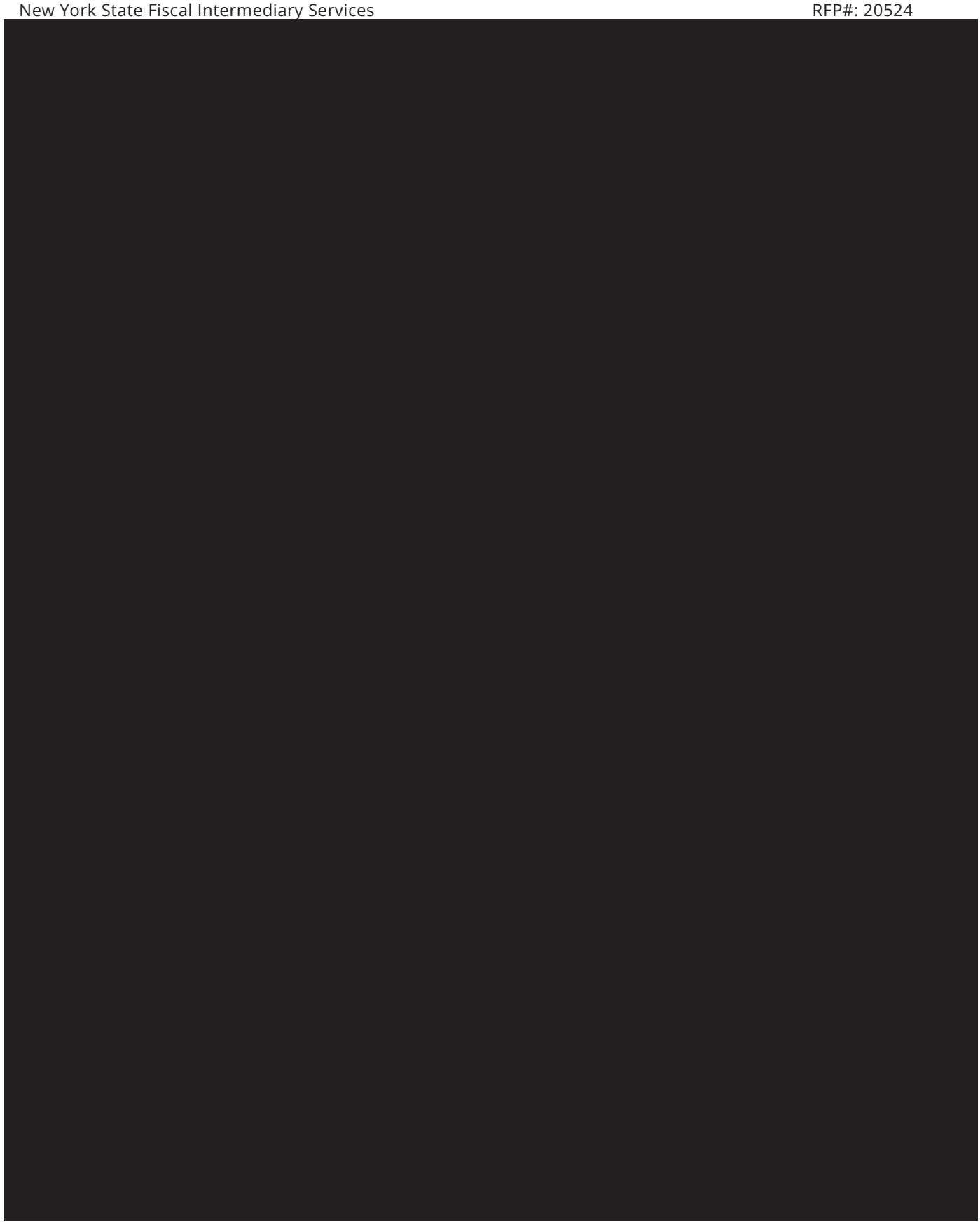
[redacted]

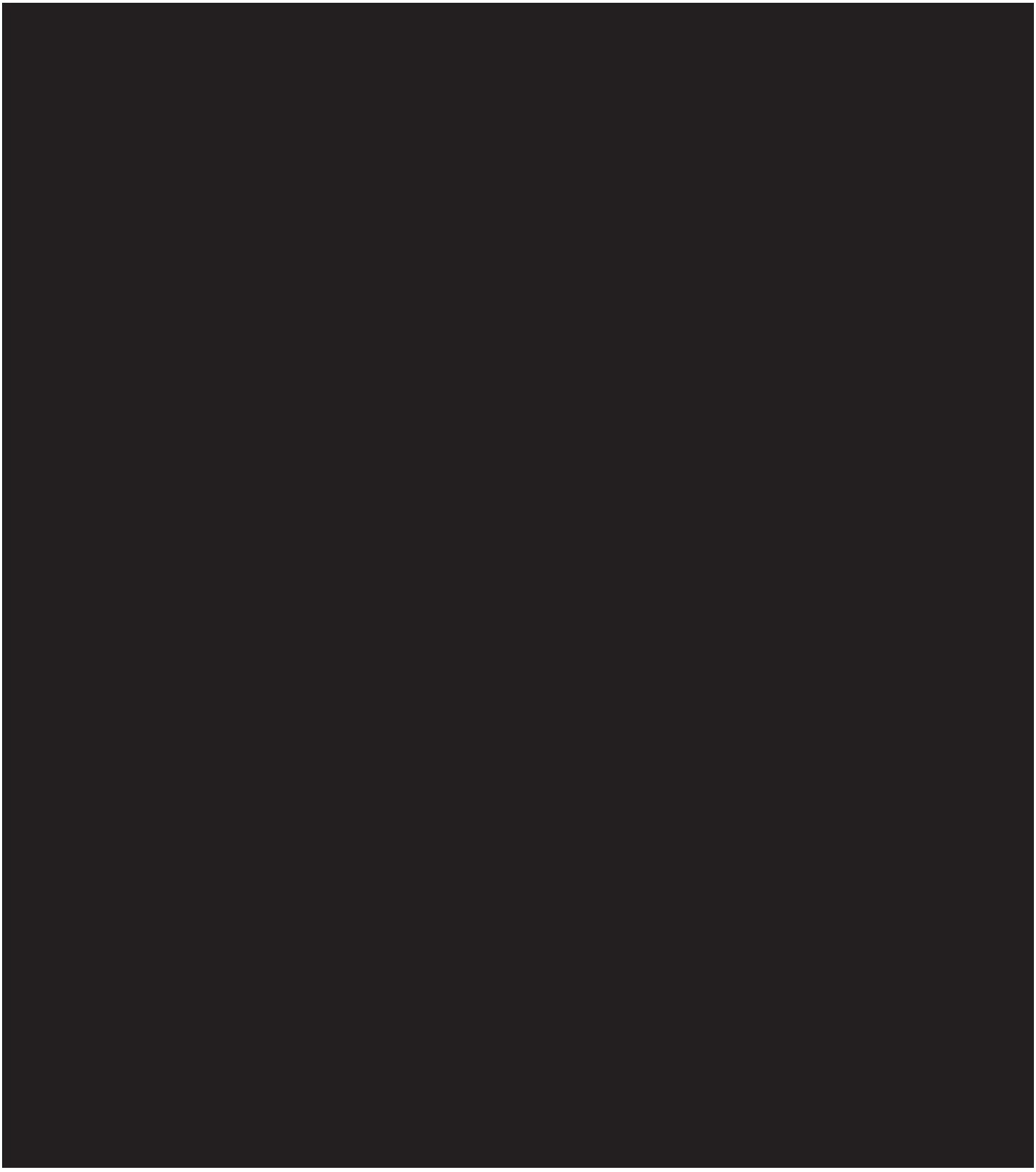


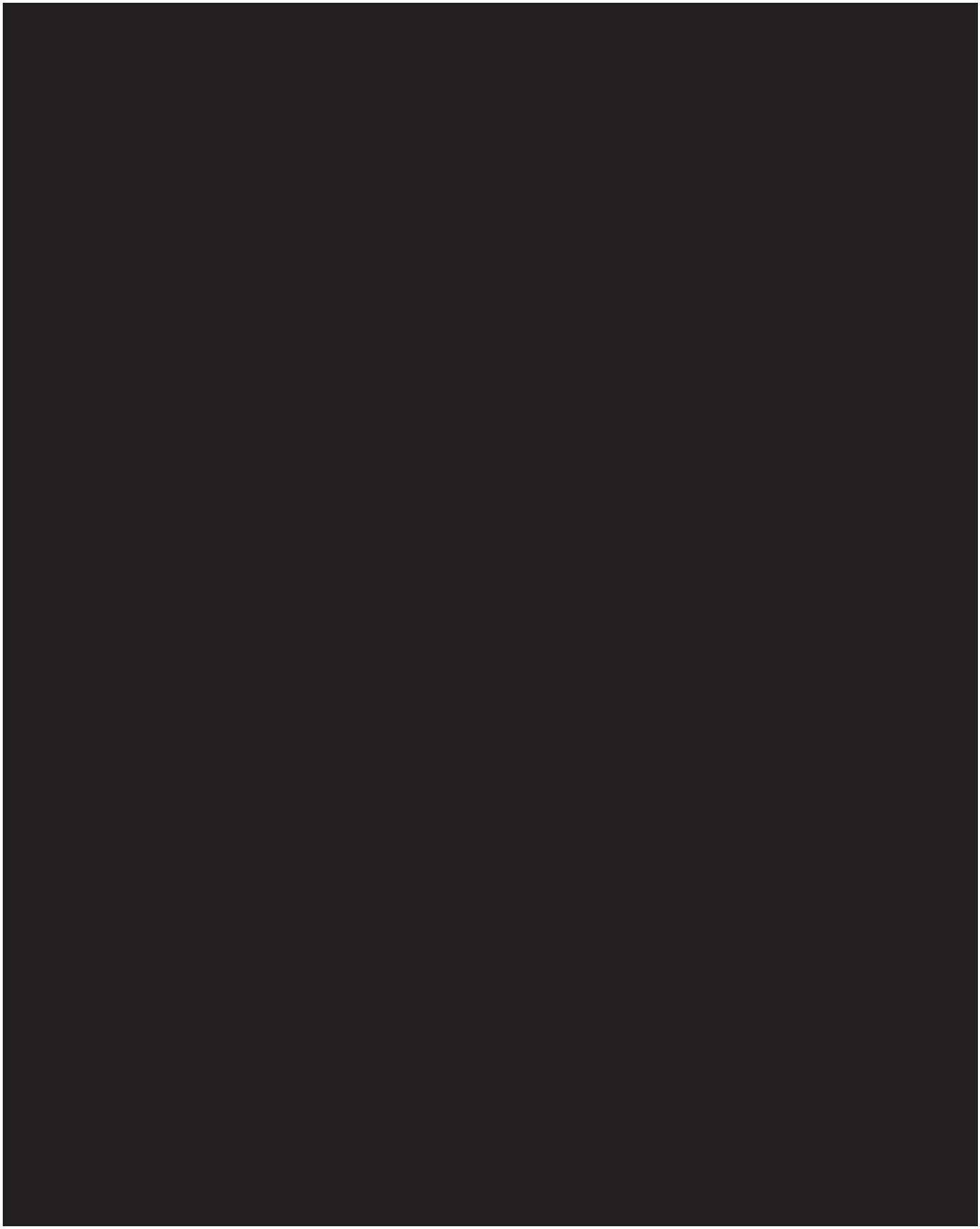
[redacted]



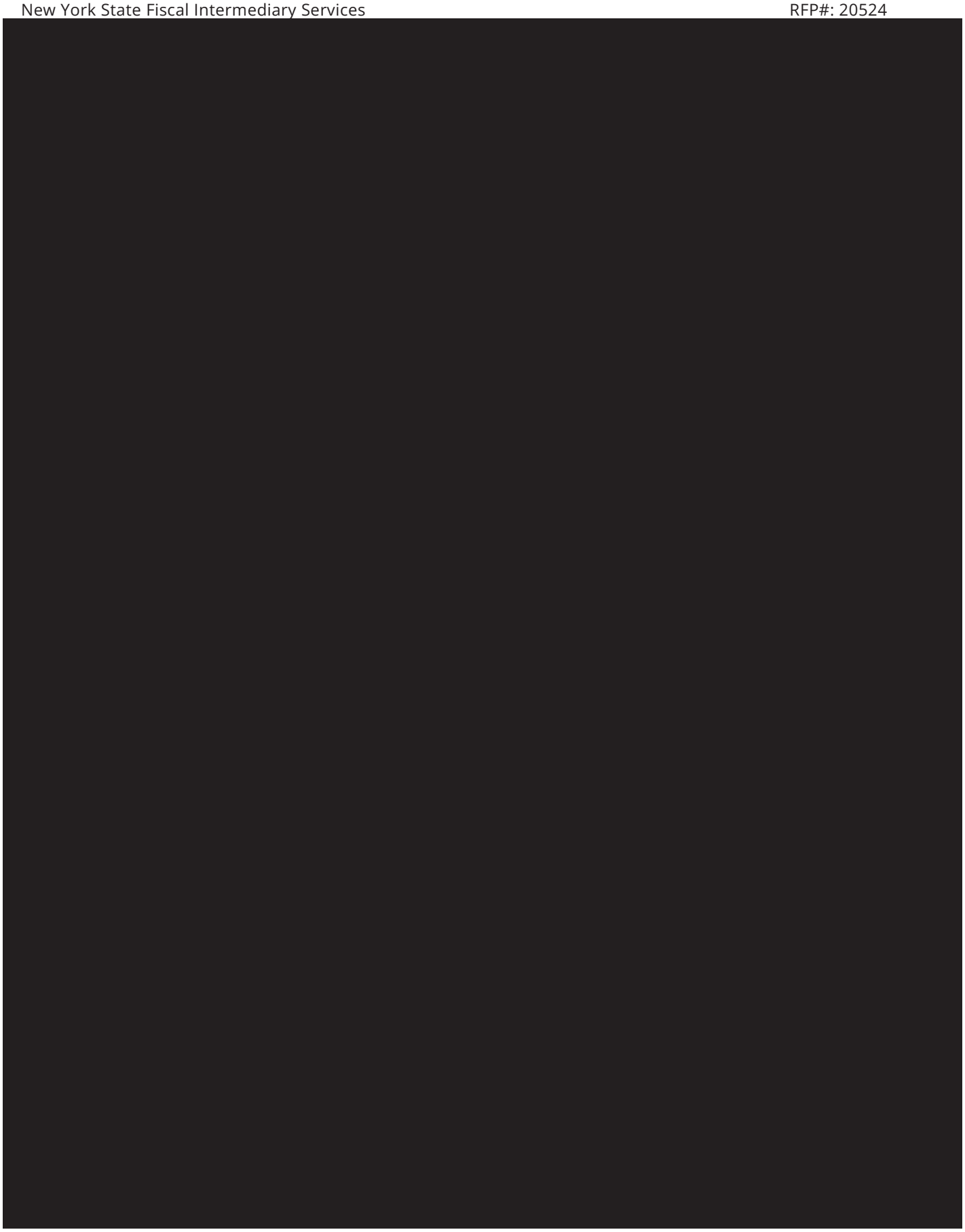
[redacted]







[redacted]



Training Approach

PPL's Learning and Development Team

Our Learning and Development team is led by Maureen Winningham, who brings over 20 years of experience as a learning professional. Our team of Certified Instructional Designers brings a cumulative 48 years of expertise in consumer direction processes and training methodologies. All Learning & Development staff members are Certified Instructional Designers through the Association for Talent Development (ATD), ensuring a high standard of instructional design across all our training programs. This wealth of experience and certification ensures that our training programs are cutting-edge, effective, and aligned with industry best practices. In addition, the team is certified in several professional development assessments including Hogan, DISC, Crucial Conversations for Mastering Dialogue® and Getting Things Done® trainers.

Training Approach



We maintain a multi-faceted and comprehensive training program that ensures our staff are fully equipped to deliver consumer-directed services, comply with relevant regulations, and perform job-specific tasks in accordance with our clients' and consumers' needs. Training is delivered in-person, through our Learning & Development (L&D) platform, and in remote/virtual settings. We also deploy buddy-systems, observation and coaching, and skill training delivered by specialized trainers in collaboration with our operations and leadership teams.

Consumer Direction 101

All team members receive training to provide a holistic understanding of consumer-directed services, cultural and disability sensitivity, healthcare regulations, and specific job tasks. Key components include:

- **Consumer Direction:** Training on the principles of consumer-directed services, including key terms, benefits of consumer-direction, and communicating with consumers with special needs.
- **Compliance for Consumer Direction:** Training on Medicaid regulations and compliance. This session also includes the history of Medicaid financing, the difference between Medicaid and Medicare, and the Americans with Disabilities Act regulations.

- **HIPAA Compliance:** Detailed instruction on privacy and security policies, focusing on the appropriate handling of protected health information. All team members must recertify annually.
- **Fraud, Waste, and Abuse (FWA):** Training on relevant laws, the False Claims Act, how to recognize potential fraud, and reporting protocols.
- **Abuse, Neglect, and Exploitation Compliance:** Training on how to recognize potential consumer abuse and reporting protocols.

Program Specific Training

Team members are trained on the history, requirements, and operational procedures for individual contracts and programs.

- **Program Background and History:** Overview of specific state programs.
- **Job-Specific Tasks:** Instructions on performing tasks required under the contract and service level requirements.
- **Technology Training**: Instructions on use of our proprietary technologies (*Time4Care, PPL@Home,* etc.) as well as other software used in the workplace, such as Customer Relationship Management (CRM) and Microsoft Office Suite tools.

Security, Ethics, and General Training

All team members receive general training on important operating principles. Key components include:

- **Security Training:** Guidance on preventing network security breaches, recognizing threats, and maintaining information security. All team members must recertify annually.
- **PPL Code of Conduct:** All team members must acknowledge they will operate in accordance with the Code.
- **Ethics for Everyone:** Teaches seven important principles for approaching work with integrity and care.
- **Diversity and Inclusion:** Focuses on inclusion principles and management of unconscious bias.
- **Active Listening:** Teaches the principles of staying focused and avoiding multitasking in conversations.

Specialized Training for Call-Handling Agents

New call-handling agents undergo an intensive training process focused on first call resolution. This includes:

- **Audit and Coaching:** Same-day audits and coaching for the first few weeks of call handling.
- **Call Handling**: Procedures for escalations and language or other accommodations.
- **Ongoing Performance Analysis:** Metrics are reviewed weekly, and agents are provided regular performance reviews and coaching to ensure continuous improvement.

Leadership Training

Supervisors receive advanced training in:

- **HR Fundamentals:** An overview for supervisors and managers on hiring, recruiting, interviewing, employee law, and managing staff in adherence to our policies and procedures.
- **Manager Fundamentals:** Courses on managing people, coaching, performance feedback, change management, team performance, and accountability.
- ***Crucial Conversations*** **Workshop:** This workshop, open to all PPL staff and mandatory for supervisors and above, trains on how to have discussions that have high stakes, strong emotions, and opposing opinions. The course equips the team to speak the same language when resolving issues.
- ***Getting Things Done*****:** Provides techniques for effective task management, while reducing stress and burnout.

Continuous Improvement and Metrics

Our L&D team uses a skills-based, blended learning model, tracking training metrics in real-time to capture and correct learning gaps promptly. This includes:

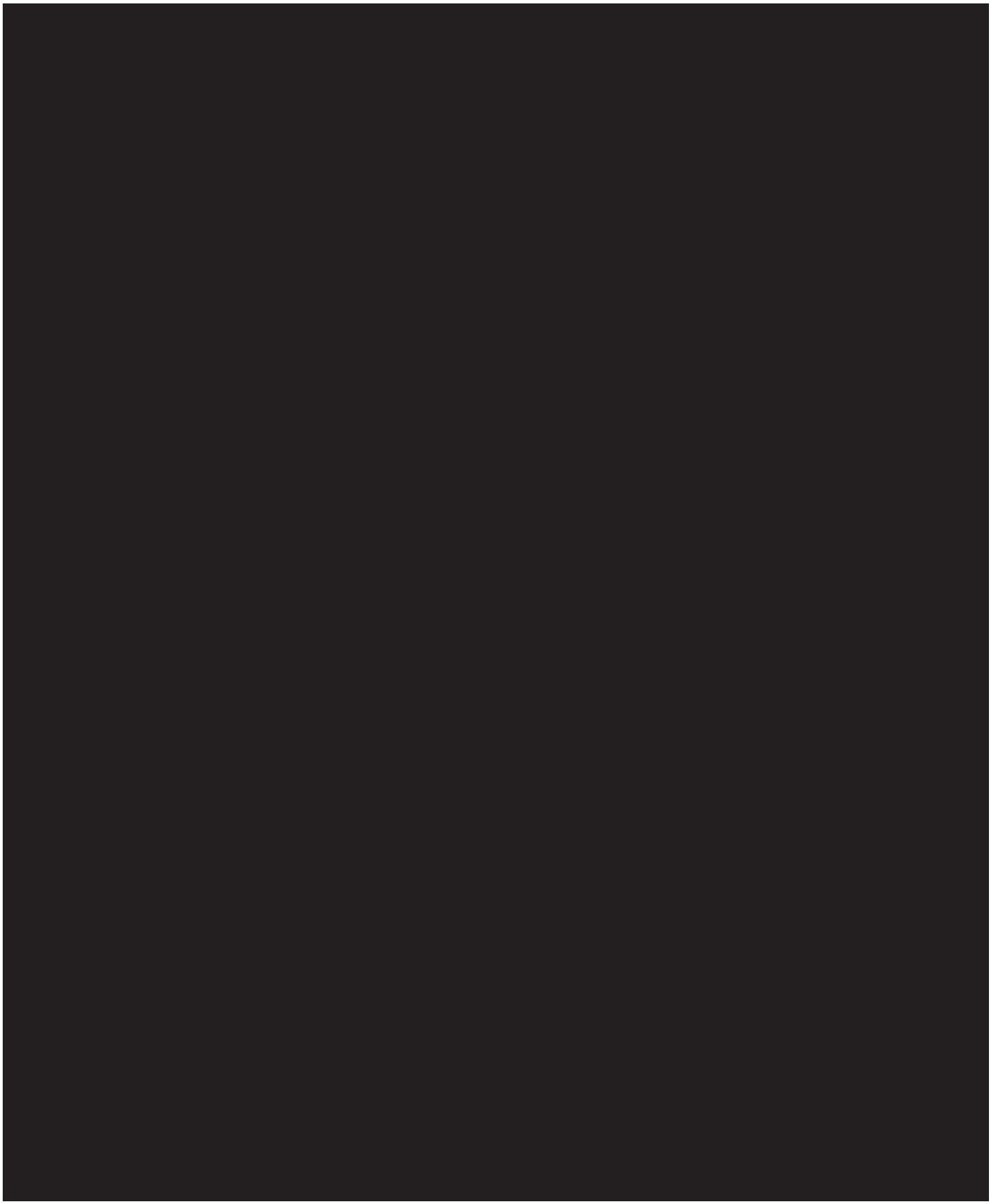
- **Final Exam:** New hires must score 80% or higher on a final exam to proceed.
- **Ongoing Review:** Continuous improvement based on training metrics and feedback.
- **Training metrics** are tracked and displayed in a real-time learning dashboard which provides our trainers with the ability to capture and correct gaps in learning while students are still in class.
- We measure learning acquisition by topic, cohort class, and trainer.

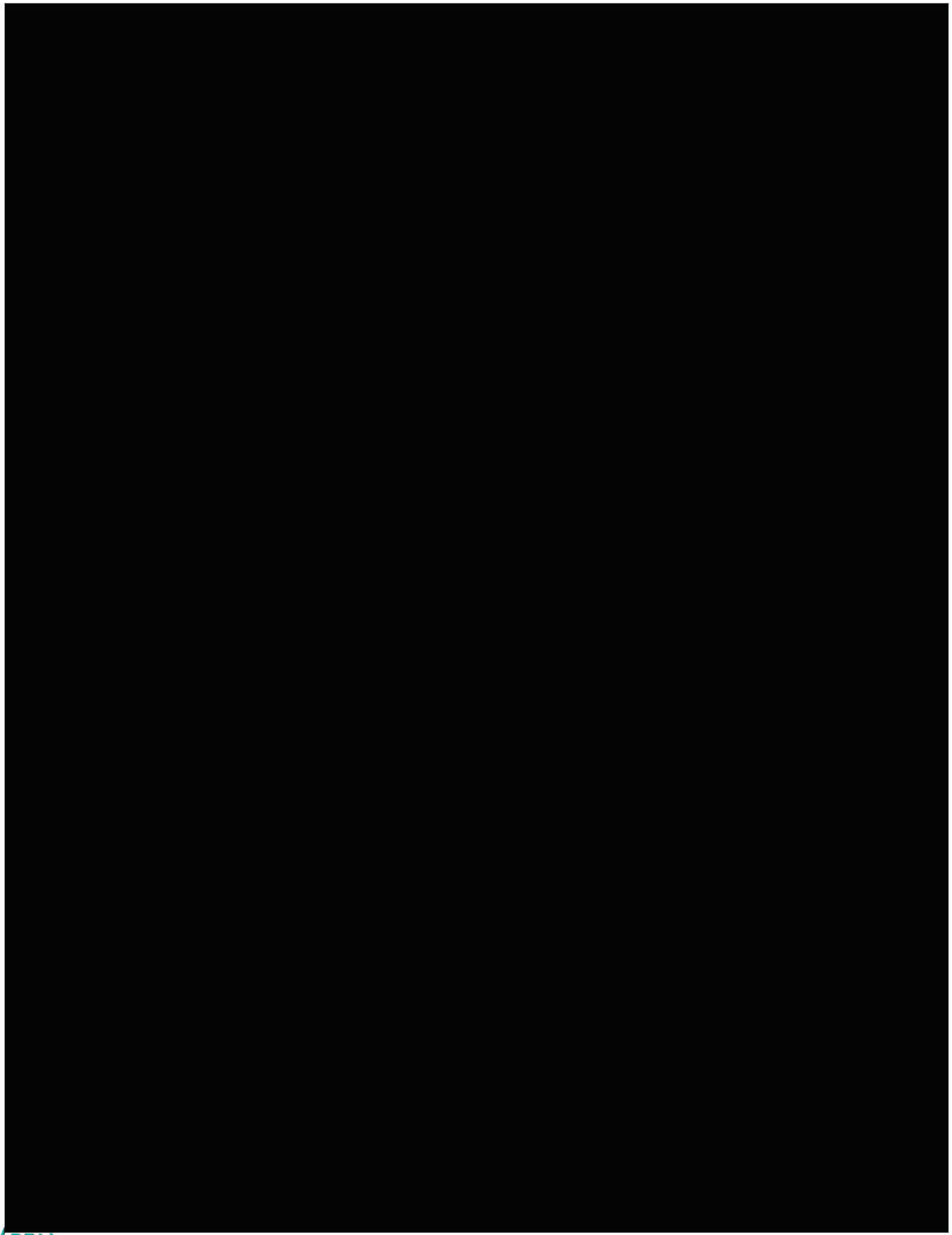
6. Written FI Policies and Procedures

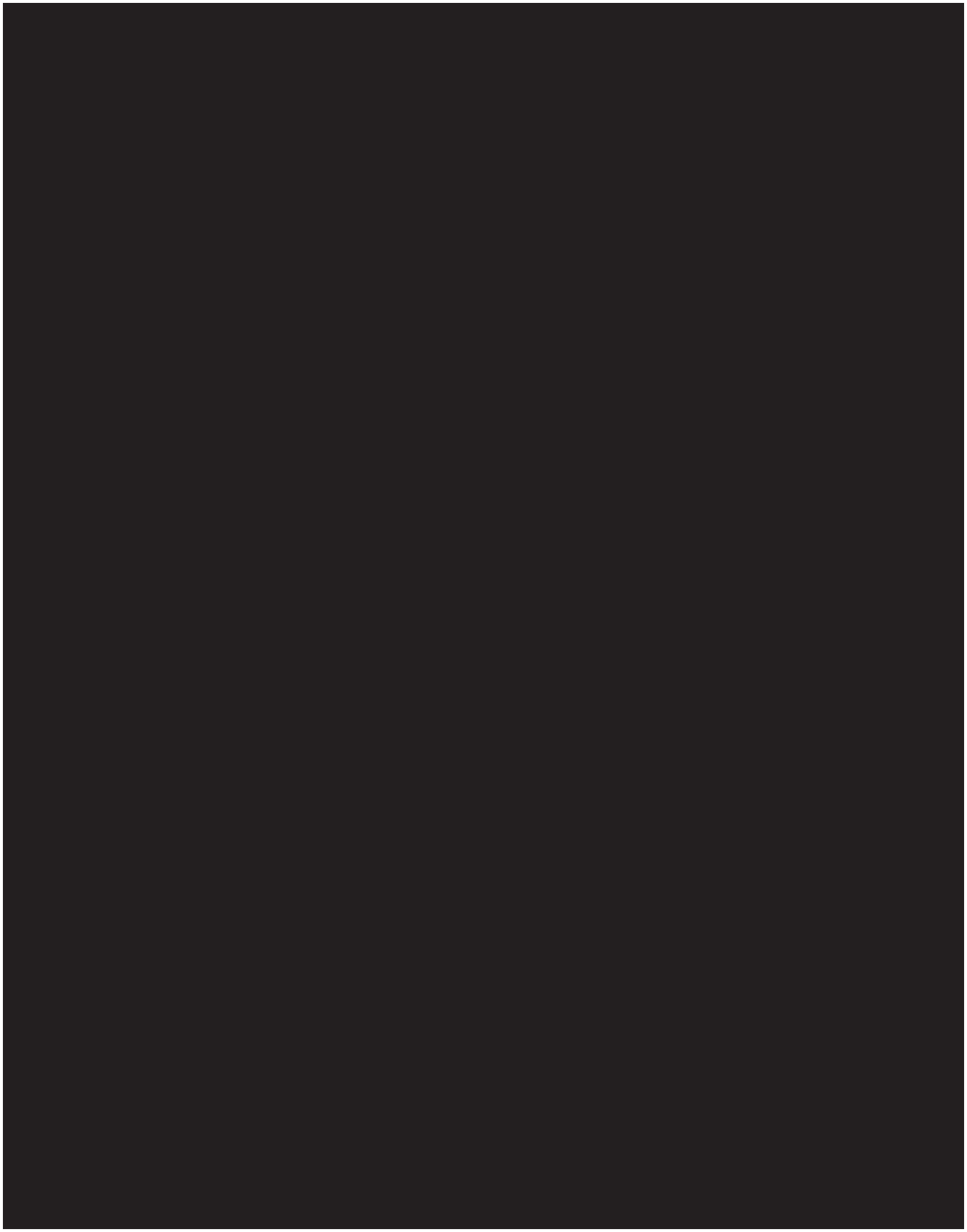
6. Provide a list of all written FI policies and procedures, including policies for FI administrative staff. The Department reserves the right to request copies of all policies and procedures or conduct on-site visits to review all policies and procedures.

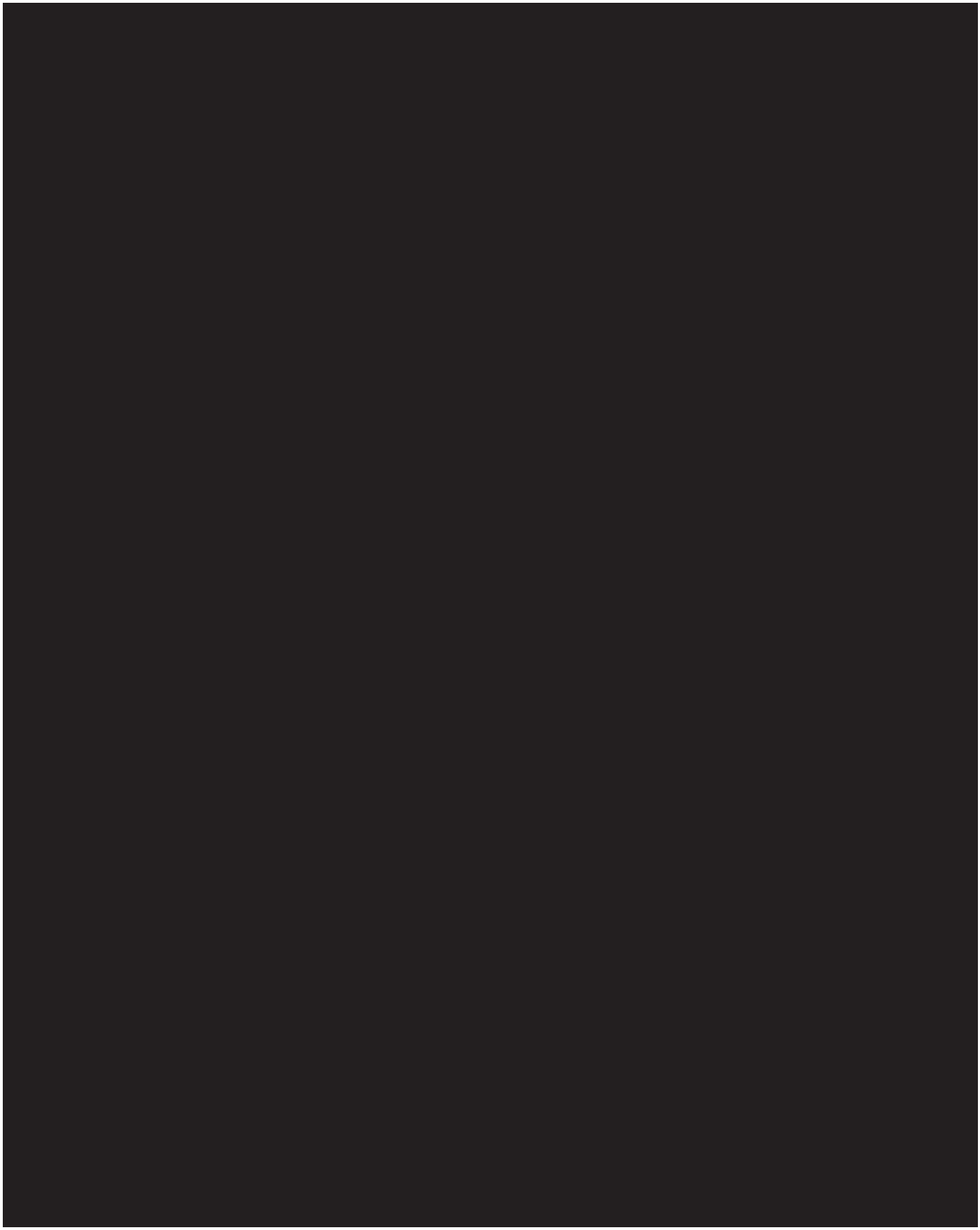
We maintain written policies and procedures across all functional and operational departments in our organization. We consistently review and update policies ranging from central functions to client-specific and technology-focused procedures. A DOH-specific set of policies and procedures will be developed and customized for this program upon contract award.

[redacted]









[redacted]

7. Availability of Cultural and Language Competencies

7. Describe how the bidder will ensure the availability of cultural and language competencies to serve its consumers and those of the available PAs that assist consumers.

PPL demonstrates our commitment to addressing the needs of diverse populations through our business practices, actions, and investments. We use proven methods to ensure the availability of cultural and language competencies to serve consumers and their PAs. We strive to engage all populations to ensure we listen, learn, and focus on their needs.

- **We learn and earn trust through partnership.** We are very engaged with organizations that advocate and serve unique cultural and disabilities communities. We collaborate with our partners to host events, co-brand materials, and ensure our communications and approach are inclusive. Some of the many organizations we partner with include the Arc (multiple state chapters), the Area Agency on Aging (multiple state chapters), the Centers for Independent Living (multiple state chapters), Department of Rehabilitative Services (DARS), VCU Health Systems, YMCAs, Developmental Disability Councils, Social and local advocacy & support groups (e.g., Disability Revolution, Chanda Center for health, Indiana Family to Family, Angela Cares, Autism NJ, Advocates for Aging well, etc.).
- **We engage multi-lingually and inclusively.** We understand that effectively engaging and educating non-English speakers on consumer direction requires more than just bi-lingual staff; it includes proper translation of information, cultural appropriateness, and being present in multi-lingual communities.



Our PPL website can instantly translate into more than 130 languages and dialects, and our Customer Service Representatives (CSRs) have access to translation services for more than 300 languages and dialects. PPL employees speak over 35 different languages. Nearly 70% of our team is non-white, representing dozens of cultures and nationalities. For CDPAP, we will deploy a dedicated webpage for NY CDPAP with accessible information available in more than 130 languages and accommodating the hearing and visually impaired and other disabilities. The webpage will be easy to navigate and provide a broad range of information including a program overview, details on the transition timeline and process, enrollment instructions and forms, FAQs, videos, and more. We look to local organizations to validate the accuracy and appropriateness of translated materials and to engage community members in the development of auditory (e.g., podcasts) and multi-media communications that will resonate with multilingual communities. We will work with DOH to create physical and digital materials in any desired language. We will use social media, email, and SMS campaigns to drive traffic to the website as the source of truth.

- **We develop program information that uses culturally competent imagery and similarities.** For the Spanish speaking community, fotonovelas (as shown in our **Section 6.2.F.1** response) have proven highly effective in communicating ideas through visual processing and require less text to understand and interpret. We use similar techniques for Chinese and other communities. Additionally, we deliver information about consumer direction programs that use culturally appropriate imagery and references.
- **We engage a cultural competency coach to ensure our communications are suitable.** [redacted]
- **We select subcontractor FIs that have language and cultural competencies.** To select our FI partners, we researched their capabilities and met with community organizations to identify FIs that are successfully delivering services to non-English speaking and disabled communities. Our 31 subcontractors have employees that represent 44 different languages spoken in New York and accommodate communications for the hearing and visually impaired, and other disabilities.
- **We accommodate people's needs.** Our consumer and PA communications and documents are in plain language rated at the 5th grade level. All materials are available in alternative formats to meet the needs and/or preferences of the user. Some of the alternative formats include but are not limited to:

1. Auxiliary aids or services, such as Braille, large print, and audio;
2. American Sign Language (ASL) interpretation and Russian Sign Language (RSL) interpretation;
3. Written translations; and
4. Video alt text and captions.

8. Disaster Preparedness and Emergency Plans and Procedures

8. Describe the establishment, maintenance, and periodic review of the bidder disaster preparedness and emergency plans and procedures related to the provision of required FI services.

Our commitment to ensuring uninterrupted essential home services for consumers is unwavering. Disaster preparedness and emergency planning are cornerstones of our comprehensive risk management strategy. For each client and program, we maintain a robust Disaster Recovery Plan (DRP), which is the result of rigorous evaluation and refinement for over the past 25 years. Our DRP and emergency preparedness procedures are key components of our overall Business Continuity Plan. PPL's track record of operational resilience is unmatched, with successful continuation of operations across the a multitude of states and dozens of programs, regardless of weather, political, or healthcare challenges.

Proactive and Comprehensive Planning:

Our disaster recovery and emergency preparedness process is meticulous, encompassing thorough planning, development, testing, and implementation of procedures. This ensures rapid and efficient resumption of operations in any disaster scenario, as well as safeguarding against interruptions.

Robust Recovery Strategy:

We deploy a robust planning and execution strategy designed to swiftly recover and restore systems and operations. This process is vital to maintaining service continuity for the numerous clients we support, even during critical incidents.

Adaptive Response During COVID-19:

During the COVID-19 pandemic, we demonstrated exemplary adaptability. States implemented temporary measures, such as waiving background checks and extending eligibility, as well as allowing additional family members to serve as caregivers. We swiftly updated our system's business rules to comply with each state's evolving policies. This ensured uninterrupted service delivery, and our exceptional operational continuity led to more involvement, resulting in our work to distribute COVID relief funds to support our clients effectively.

Resilient Technology Systems:

Our technology systems are engineered to withstand various challenges, including short-duration power outages and single system failures. We proactively manage and mitigate risks to ensure that critical systems and applications remain operational under adverse conditions.

High Availability Systems:

Our technology infrastructure is engineered for high availability, designed to remain operational and accessible even in the face of challenges such as short-duration power outages and isolated system failures. By leveraging redundancy, load balancing, and automated failover mechanisms, we minimize downtime and service interruptions, ensuring continuous access to critical systems and applications under both normal and adverse conditions.

Collaborative and Transparent Crisis Management:

In the event of a major disruption, we will collaborate closely with DOH to assess the severity and implement our DRP. We ensure clear and coordinated communication with all stakeholders, minimizing impact and expediting recovery.

Disaster Recovery Plan (DRP)

Our Disaster Recovery Plan (DRP) was designed with two primary objectives:

- **Emergency Response:** To detail the procedures for recovering and continuing business operations during an emergency.
- **Command and Communications:** To outline the protocols for command and communication before, during, and after an emergency.

At the heart of our disaster and emergency planning is our Critical Service Recovery Strategy (CSRS), which is an extensive compilation of formal procedures and technical solutions. This strategy is aimed at mitigating and responding to emergencies efficiently, ensuring the swift resumption of normal operations. Our CSRS is fully compliant with our Business Continuity Plan guidelines as specified in National Security Presidential Directive-51/Homeland Security Presidential Directive-20 (NSPD-51/HSPD-20), and the National Continuity Policy Continuity Guidance Circular 1 (CGC 1).

By implementing this robust process, we aim to:

- **Prevent service failures:** Proactively identify and mitigate risks to prevent potential service disruptions.

- **Minimize operational impact:** Ensure that any impact on operational services during a system failure is kept to an absolute minimum.
- **Employ rapid recovery:** Restore full system integrity and resume operations as swiftly as possible.

Our DRP and CSRS not only ensure compliance with national directives but also provide a reliable framework for maintaining service continuity under any circumstances. This commitment to disaster preparedness and recovery exemplifies our dedication to operational excellence and client satisfaction.

Modern State-of-the-Art Multi-Tier Architecture with Resiliency, Reliability, and Robust Cybersecurity



Our cutting-edge physical architecture utilizes SQL server failover clustering to guarantee continuous database availability, even in the event of a node failure. We employ load balancing across multiple redundant servers for other services, ensuring seamless operation even if one ERP system fails, thereby maintaining uninterrupted business operations.

Key Features and Benefits of Our Advanced Architecture:



By employing this state-of-the-art multi-tier architecture with integrated cybersecurity and information security measures, we ensure unparalleled resiliency, reliability, and operational continuity. This comprehensive approach provides our clients with exceptional service and peace of mind in knowing their data and operations are secure and continuously protected.

Assessment & Testing

Assessment

All our business continuity and disaster planning strategies are based on an analysis of our business and operational needs, potential risk exposures, and the resulting business impact if we were to experience a loss of service. After thorough analysis, we incorporated the following components into our CSRS strategy:

- **Threats:** Identifying situations or conditions that have the potential to cause injury to people, damage to property, or disruption to operations. These risk assessments are conducted annually.
- **Business/operational impacts:** Determining the business impact resulting from the loss of a critical resource that may affect several business processes.

Testing

Annually, we test elements of our CSRS to ensure that any supporting preventative measure or plan will work as expected during an unplanned event. The tests are realistic

and performed at multiple remote locations by our IT staff. Our CSRS test scope and schedule varies yearly as part of our continued efforts to maintain the effectiveness of our disaster preparedness and planning.

Vulnerability Assessments

We contract an external vendor who conducts vulnerability tests including penetration testing for us on a periodic basis. We also conduct vulnerability scans during our quarterly maintenance windows. Our Information Security (InfoSec) team conducts scans against all new production deployments.

Plan Administration & Training

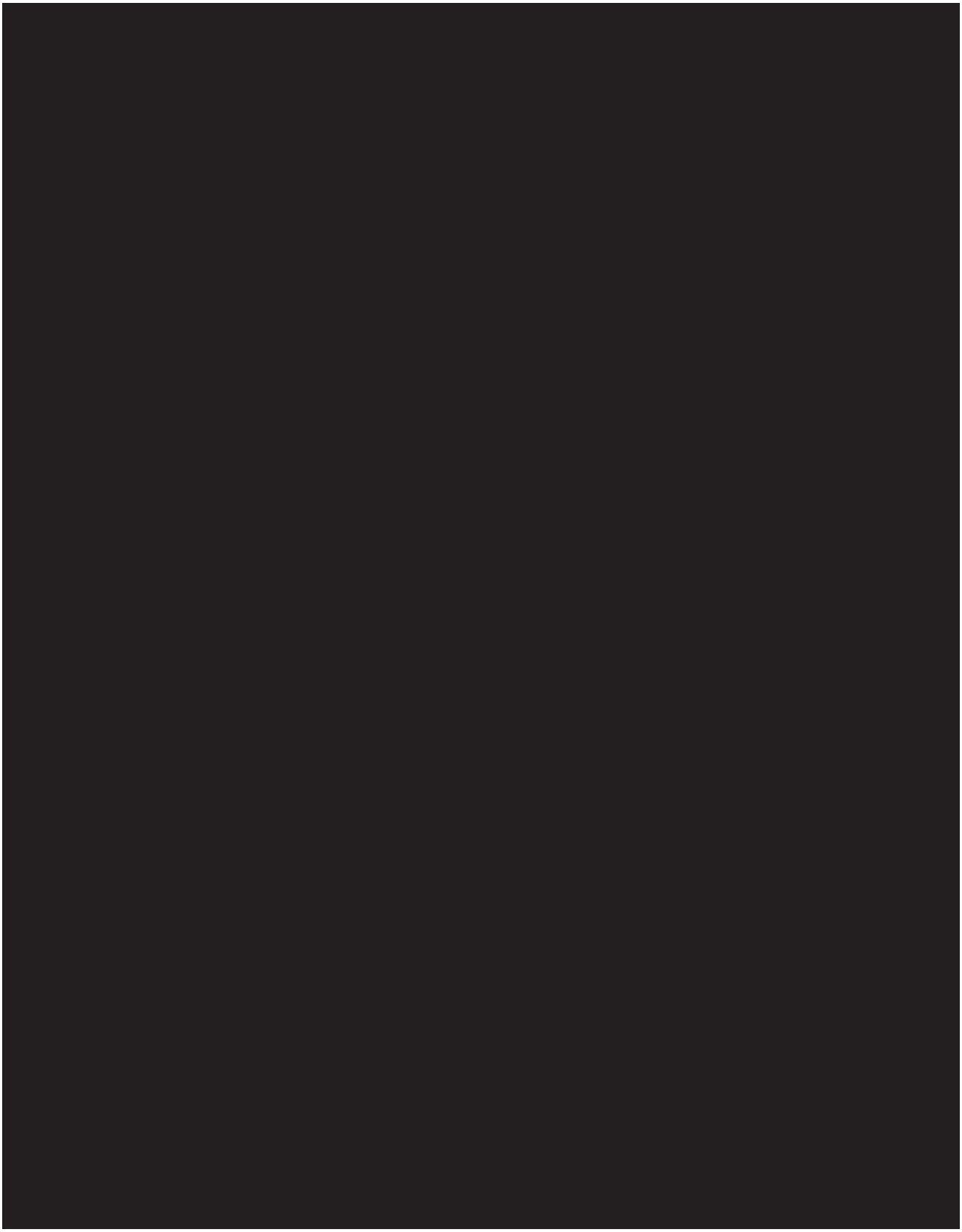
The CSRS encompasses a set of living documents. We continuously update the information to ensure it remains current and relevant. Our Information Technology Systems (ITS) Department and the Director of Information Security coordinate CSRS updates when warranted by changes in systems, vendors, or staff.

We train specially-identified technical staff members in their respective disaster recovery duties to help ensure we are prepared for an unexpected event. Our Emergency Response Training Program consists of the following components:

- **On-the-Job Training**: Experienced technical staff train new team members in disaster recovery duties upon hire. All team members are educated in their specific roles in the Disaster Recovery and Business Continuity Plan during new hire training, in one-one training from their supervisor, and in periodic online training and communications from our management team.
- **On-going Training:** If periodic CSRS testing activities reveal the need for additional training, we immediately distribute a training module and process and verify team members' understanding through testing.

Disaster Recovery Execution

[redacted]



[redacted]

Disaster Recovery Capabilities

Our Disaster Recovery Plan (DRP) is designed to safeguard our programs in emergency scenarios. The DRP constitutes a subset of our comprehensive Business Continuity Plan and aligns with industry best practices. Our DRP has three primary objectives:

- **Mitigation of system impact:** The DRP delineates critical processes and procedures that are aimed at minimizing the consequences of system loss. The plan

adheres to industry best practices and undergoes annual testing. These tests serve a dual purpose to

- Validate the inclusion of all necessary steps in the DRP, and
- Identify areas for enhancing disaster management.

[redacted]

To achieve these objectives, we employ a range of preventive, detective, and corrective measures:

[redacted]

[redacted]





6.2.F.4 Fiscal Monitoring and Oversight

F.4. Fiscal Monitoring and Oversight

1. Description of Fiscal Monitoring and Oversight

Written Fiscal Procedures

1. Describe how the bidder plans to:
a) Maintain written fiscal procedures that comply with generally accepted accounting principles and Medicaid rules and regulations, including internal control procedures;

We perform all fiscal procedures through our Personal Assistant Payroll Validation (PAPV) Team and our Payroll Tax Team, both of which include several Certified Public Accountants (CPAs), IRS Enrolled Agents, and Certified Payroll Professionals. These teams' managers and supervisors maintain and update written policies and procedures consistent with Generally Accepted Accounting Principles (GAAP), IRS Regulations, and best internal control practices including segregation of duties. All our policies are fully compliant with Medicaid rules and regulations, including robust internal control procedures. We ensure that these policies and procedures are reviewed annually as part of our quality management process. These policies and procedures are also subject to an external audit by a nationally recognized audit firm.

In addition to fulfilling their continuing professional education requirements, our CPAs liaise with our Government Relations Team and our external tax accountants to stay abreast of Medicaid policy changes and updates to IRS payroll tax law changes. Whenever an IRS or Medicaid policy change is identified that will impact payroll processing, tax withholdings or exemptions, our PAPV and Payroll Tax Teams work closely with our information technology staff to ensure that the policy change is accurately reflected in our payroll processing systems.

[redacted]

[redacted]

Development and Maintenance of a Fiscal Policy and Procedure

Upon award of a new FI contract, our PAPV and Payroll Tax Teams draft a program specific Tax Compliance Summary (TCS). This draft TCS is reviewed by our General Counsel and Chief Compliance Officer (GC/CCO), our Senior Medicaid Policy Analyst, our CPAs, our IRS Enrolled Agents, and our Government Relations Team, all of which may complete independent research prior to signing off on the final version.

1. We use the TCS as the foundation for the development of fiscal policies and procedures specific to the new program. The fiscal policies and procedures are divided across state and federal filing and reporting timelines, procedural filing and reporting tasks, and systems and steps to complete the tasks.
2. We ensure that the TCS is reviewed at least annually, and whenever there are changes to applicable state, federal or Medicaid statutes, regulations or policies. All proposed changes to the TCS must be approved by our CPAs and our GC/CCO. Versions are maintained for historical audit purposes.
3. We also ensure that our fiscal policies and procedures have sufficient internal controls to monitor adherence to documented standards. We continually gather data to determine compliance with these policies and procedures, allowing us to be proactive in process improvement.
4. If at any time we observe that outcomes or quality controls are not met, we take immediate action to conduct a root cause analysis to determine the source of the problem. Once the source of the problem is known, we take appropriate remedial action – which may include renewed training, modifications to the TCS, or enhanced quality reviews, to name a few. This cyclical process of improvement is part of our day-to-day function, ensuring we consistently grow and enhance the ways we provide the best experience for our clients, participants, and employees.

Financial Records Management for Monitoring and Audits

b) Maintain financial records that facilitate fiscal monitoring and audits;

Our comprehensive system of internal audit controls is critical to the successful performance of Fiscal Intermediary functions. We strongly believe in the importance of regular, independent audits as a means of assessing our controls and measuring our progress. [redacted] We work to meet and exceed the expectations of the contract.

[redacted]



Fiscal Oversight and Fiscal Integrity Investigation

c) Provide fiscal oversight and actively investigate issues regarding fiscal integrity;

We have both a Payroll Operations (PO) Team and a separate Finance Team to support account level monitoring of all financial transactions. Our PO Team oversees the processing of our regular payroll runs. The PO Team has developed and maintains written procedures to validate service transaction amounts — both at the consumer-to-PA level as well as in the aggregate. These written procedures allow us to report and monitor overtime, track weekly hour trends by consumer and PA, and validate gross PA wages for consistency. If the PO Team identifies PA spikes based on hours or gross wages, they notify the Program Management Team for follow up with the PA and consumer.



Our PO Team has also developed aggregated payroll projections based on service funding by program and by consumer. The PO Team uses these projections to identify and reconcile unexpected variances in service transaction amounts. Our Finance Team provides account level reconciliations inclusive of financial transaction details from ledger entries, bank requests, EDI 837P service claims, and EDI 835 Electronic Remittance Advices.

[redacted]

We understand that we will be subject to the Fiscal Monitoring and Oversight Requirements in RFP Section 4.6 (items a-g), including submitting annual direct care and administrative costs and accurately reporting, with respect to any claims, the unique identifier of the PA as required by SSL § 365-f(3).

Annual Risk Assessment

d) Conduct an annual risk assessment of all Statewide Fiscal Intermediary and subcontractor operations;

We are committed to the innovative use of technology to support our clients' goals. We combine vision and strategy with experience and best practices to engineer solutions that will meet the challenges of our clients' business needs without exposing them to inappropriate and unnecessary operational risks. For CDPAP, we will maintain a robust Risk Management Program to identify, minimize, and mitigate operational risks. This New York State Risk Management Program will fall under our Compliance Department.

The primary driver of our New York State Risk Management Program will be our Risk Management Committee (RMC). The RMC will maintain a comprehensive risk registry and will meet quarterly to assess risks to the program and to take remedial actions as appropriate. Once each year, the RMC will prepare a report summarizing the

accomplishments of the previous 12 months and set forth a description of all risks currently under management.

[redacted]

We do not expect any of the fiscal intermediaries in our Strategic Partnership Alliance to further subcontract CDPAP work. If, however, any of our subcontractors are given permission to further subcontract program work, they will be contractually required to conduct the same risk assessment process with their own subcontractors, and to report the results back to us. As with all our subcontractors, DOH will have final approval of any companies that will perform FI work for CDPAP.

Finally, another facet of our New York State Risk Management Program is to maintain a process (including regular testing, vulnerability assessments, and on-going training) for assessing business continuity risk as part of our business continuity and disaster planning strategies. Through these processes, we can analyze potential risk exposures, identify the resulting business impact, and then develop procedures to help mitigate the risk.

Corporate Compliance Policies and Procedures

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

PPL is committed to upholding the highest standards of program integrity through comprehensive policies, procedures, and internal controls designed to prevent, detect, and report FWA in collaboration with our state clients. Our approach aligns with the four core strategies outlined by CMS for Medicaid Program Integrity: Prevention, Detection, Investigation, and Enforcement & Recovery.

1. Prevention:

[redacted]

2. Detection:

[redacted]

3. Investigation:

[redacted]

[redacted]

4. Enforcement & Recovery:

[redacted]

Banking Safeguards

[redacted]

By integrating these strategies and controls, we ensure compliance with applicable laws and regulations while providing our state clients with effective tools to manage consumer-directed programs and mitigate FWA risks. Our commitment to program integrity is

demonstrated through our proactive measures and collaboration with state agencies to safeguard public resources.

OMIG Compliance Program Duties

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

Our existing Compliance Program ensures we always operate responsibly and reliably. The response to F(a), below, describes how our existing compliance program closely aligns with Section 5213 of OMIG's Compliance Program Required Provider Duties Guidance.

521.3 Compliance Program Required Provider Duties

Effective Compliance Program

(a) Every required provider shall adopt and implement an effective compliance program. The compliance program may be a component of more comprehensive compliance activities by the required provider so long as the requirements of this Part are met. Required providers' compliance programs shall be applicable to:
(1) billings;
(2) payments;
(3) medical necessity and quality of care;
(4) governance;
(5) mandatory reporting;
(6) credentialing; and
(7) other risk areas that are or should with due diligence be identified by the provider.

Our Compliance Program was developed in response to the many laws, rules, and regulations governing healthcare and is applicable to all the areas listed in this requirement. Our robust Compliance Program demonstrates our commitment and adherence to upholding the highest ethical standards of conduct. It is our policy to follow all laws governing the company's operations and to conduct business in a legal and ethical manner.

Our GC/CCO, along with her team in the Compliance Department, provide governance and oversight of the Compliance Program. They ensure that all PPL employees are trained on the requirements of the Compliance Program, including their obligation to abide by the PPL Code of Conduct. They also stay abreast of new areas of compliance concern and incorporate those new areas into our Compliance Program and risk assessment processes as appropriate.

On the program level, we have implemented additional safeguards to monitor the adherence of program rules and standards. Our staff is trained to identify areas of

compliance risk, such as, but not limited to, unauthorized billings and payments, timesheet falsification, and fraudulent cashing of checks. We also ensure that potential providers meet all program-related requirements, including such credentials as eligibility to work in the United States, and passing all required background and exclusion screenings. When a problem is noted, we utilize our CRM to store all contact notes and to ensure staff are following a regimented monitoring system. These notes and review cycles are monitored and audited by the department supervisors along with our Quality Improvement Team.

Our Compliance Department also monitors the quality of care provided to participants in our self-directed programs. Any employee who observes, suspects or receives a report that a participant is the victim of abuse, neglect or exploitation (ANE) is required to document the incident in our customer service tracking system. These items are then monitored by the Compliance Department, and promptly reported to the client and to protective agencies (such as Child Protective Services) as appropriate.



Our Compliance Program is not limited to our own employees. We will require all contractors and vendors who work on the CDPAP (including those who form our Strategic Partnership Alliance) to participate in the PPL Compliance Program. This may involve, as appropriate, training the subcontractors in the basics of the Compliance Program, and/or requiring subcontractor staff to attest to their adherence to our Code of Conduct.

Annual Certification

(b) Upon applying for enrollment in the medical assistance program, and during the month of December each year thereafter, a required provider shall certify to the department, using a form provided by the Office of the Medicaid Inspector General on its website, that a compliance program meeting the requirements of this Part is in place. The Office of the Medicaid Inspector General will make available on its website compliance program guidelines for certain types of required providers.

After applying for enrollment in the medical assistance program, PPL will certify to the Department that a compliance program is in place that meets OMIG compliance guidelines. Certification submission will occur each December and will be submitted on an OMIG approved form.

Elements of PPL's Compliance Program

1. Written Policies and Procedures Describing Compliance Expectations

(c) A required provider's compliance program shall include the following elements:
(1) written policies and procedures that describe compliance expectations as embodied in a code of conduct or code of ethics, implement the operation of the compliance program, provide guidance to employees and others on dealing with potential compliance issues, identify how to communicate compliance issues to appropriate compliance personnel and describe how potential compliance problems are investigated and resolved;

Our expectation for employee compliance begins with a commitment to follow all policies, standards, and procedures, including the Compliance Program Plan, Code of Conduct, and Employee Handbook. Our suite of documents covers all the abovementioned elements including clear expectations for staff handling of potential compliance issues, methods to communicate compliance issues, and how potential compliance issues are investigated and resolved.

2. Designated Employee

(2) designate an employee vested with responsibility for the day-to-day operation of the compliance program; such employee's duties may solely relate to compliance or may be combined with other duties so long as compliance responsibilities are satisfactorily carried out; such employee shall report directly to the entity's chief executive or other senior administrator designated by the chief executive and shall periodically report directly to the governing body on the activities of the compliance program;

Our Compliance Department has oversight of risk management, corporate ethics and governance, and regulatory compliance. The Compliance Department is directed by Deborah Drexler, PPL's General Counsel and Chief Compliance Officer. Reporting directly to our CEO, with an indirect reporting relationship to the Audits and Compliance Committee of our board, Deborah is responsible for all aspects of our compliance program, including day-to-day administration, promoting, and fostering compliance with contractual requirements, compliance with applicable laws and regulations, and reasonably mitigating risks.

3. Training and Education

(3) training and education of all affected employees and persons associated with the provider, including executives and governing body members, on compliance issues, expectations and the compliance program operation; such training shall occur periodically and shall be made a part of the orientation for a new employee, appointee or associate, executive and governing body member;

Training and education are key elements of our compliance program. All PPL employees, including executive leadership and governing body members, are required to participate in a series of mandatory training courses within thirty days of starting work and annually thereafter. The courses include topics on various compliance issues as well as expectations and the overall functionality of the program. Our training and education materials are continually reviewed and updated as necessary, based upon changing statutes, regulations,

or as a result of compliance monitoring. This ensures that ongoing training and attestations are up-to-date and employees are re-trained with the latest material at their annual training session.

4. Communication Lines

(4) communication lines to the responsible compliance position, as described in paragraph (2) of this subdivision, that are accessible to all employees, persons associated with the provider, executives and governing body members, to allow compliance issues to be reported; such communication lines shall include a method for anonymous and confidential good faith reporting of potential compliance issues as they are identified;

Our open and effective lines of communication keep personnel informed of compliance program details. We encourage all employees to express their compliance-related concerns without fear of retaliation. Any employee who has reason to believe a questionable practice may be in existence is urged to report the instance to their supervisor, to our GC/CCO, or to any other member of our Compliance Team.

In addition, PPL's Compliance Hotline is a resource provided by our Compliance Department. The Hotline serves as an avenue for employees, contractors, governing body members, and external parties to ask questions, seek advice, offer suggestions, and raise concerns regarding their own or others' conduct under the Code of Conduct and any laws, regulations, or contracts that apply to PPL. The Hotline can be contacted anonymously via phone call, email, or by letter sent through US Mail or other delivery service.

5. Disciplinary Policies

(5) disciplinary policies to encourage good faith participation in the compliance program by all affected individuals, including policies that articulate expectations for reporting compliance issues and assist in their resolution and outline sanctions for:
(i) failing to report suspected problems;
(ii) participating in non-compliant behavior; or
(iii) encouraging, directing, facilitating or permitting either actively or passively non-compliant behavior; such disciplinary policies shall be fairly and firmly enforced;

All PPL employees are held accountable for complying with applicable standards, laws, and procedures. Disciplinary measures are addressed in our Employee Handbook, which is provided to every PPL employee and saved on our corporate intranet site for quick and easy access. All employees must review and agree to comply with the Code of Conduct and other company policies on an annual basis. The types of action for which disciplinary measures may be taken include, but are not limited to, the scenarios provided in this requirement. An employee's failure to comply with these requirements may result in disciplinary action, up to and including immediate termination, the pursuit of civil or criminal penalties, and/or listing on the LEIE and other exclusion databases.

6. Routine Identification of Compliance Risk Area System

(6) a system for routine identification of compliance risk areas specific to the provider type, for self-evaluation of such risk areas, including but not limited to internal audits and as appropriate external audits, and for evaluation of potential or actual non-compliance as a result of such self-evaluations and audits, credentialing of providers and persons associated with providers, mandatory reporting, governance, and quality of care of medical assistance program beneficiaries;

We have an in-place system for identifying areas for compliance risks, including internal and external audits, which includes, but is not limited to, our quarterly risk assessment processes previously described in "*Annual Risk Assessment*" (pg F.4-4).

Our robust self-evaluation process is conducted across departments: Compliance, Quality Improvement, and Operations. The evaluation process includes auditing, root cause analysis, process, improvements, trending, various reporting, and data analysis. Instrumental to these activities is the transparency of auditing outcomes and instilling checks and balances among the auditing departments. This transparency includes regular and timely reporting of audit outcomes and recurring meetings with key stakeholders.

Reporting deliverables is owned by the Operations Teams, and our *PowerBI* tool provides several options to view metrics, again supporting our desire to be transparent. Upon establishing SLAs, we will report any reportable non-compliant finding as defined by the client. The Contract Manager is always kept abreast of any non-compliance incident.

7. Compliance Issue Response System

(7) a system for responding to compliance issues as they are raised; for investigating potential compliance problems; responding to compliance problems as identified in the course of self-evaluations and audits; correcting such problems promptly and thoroughly and implementing procedures, policies and systems as necessary to reduce the potential for recurrence; identifying and reporting compliance issues to the department or the office of Medicaid inspector general; and refunding overpayments;

When a report of suspected noncompliance is received, the Compliance Department will investigate the conduct in question to determine whether a violation of applicable law or the requirements of the Compliance Program has occurred. If a violation is found, the Compliance Department will take immediate steps to correct the problem. When appropriate, PPL will report compliance issues to DOH, and/or to the OMIG and in the event of an overpayment, will initiate a refund to the DOH.

8. Non-Intimidation and Non-Retaliation Policy

(8) a policy of non-intimidation and non-retaliation for good faith participation in the compliance program, including but not limited to reporting potential issues, investigating issues, self-evaluations, audits and remedial actions, and reporting to appropriate officials as provided in sections seven hundred forty and seven hundred forty-one of the labor law.

It is our policy to provide a workplace which gives every employee an equal opportunity to succeed. We prohibit abusive behavior in any form including intimidation and retaliation for good faith participation in our compliance program. The policy includes guidelines for the investigation of potential issues, self-evaluations, audits and remedial actions, and reporting to appropriate officials.

To reduce the chances of retaliation when investigating a report of non-compliance, we will conduct the investigation on a "need to know" basis, protect the confidentiality of the reporter to the extent possible, and will remind all those who are involved in the investigation about the absolute prohibition against retaliatory behavior and the serious penalties that will accrue to anyone who violates this prohibition.

2. Pending Audit Proposed Process

2. Provide a description of all pending audits and the bidder's proposed process for responding to open or potential future audits related to fiscal intermediary services, both in New York and other states where the awarded Statewide FI is in operation.

We recognize the critical role that audits play in ensuring compliance, validating internal controls, and enhancing transparency in fiscal intermediary services. Our organization welcomes external audits as an opportunity to demonstrate our commitment to operational excellence and regulatory adherence. We are fully prepared to respond effectively to any current or future audits.

Proposed Audit Response Process

Our audit response process is rooted in thorough preparation, detailed knowledge of regulatory requirements, and a commitment to timely and accurate communication. The following steps outline our approach:

1. **Designated Audit Leadership**: We assign a senior audit lead for each audit, typically a seasoned professional with extensive experience in the relevant regulatory environment. For example, Alayna Bochenek, our Senior Regional Director, leads New York Medicaid-specific audits. With over 14 years of experience, Alayna has successfully managed numerous audits, including those conducted by the Office of the New York State Comptroller (OSC).
2. **Preparation and Documentation**: Prior to the initiation of an audit, our team ensures that all relevant documentation is up-to-date, well-organized, and readily accessible. This includes financial records, compliance reports, and any other materials that may be requested during the audit.
3. **Audit Engagement**: We actively engage with auditors from the outset, participating in the opening conference to clarify the scope and objectives of the audit. During this phase, we also provide initial documentation and address any preliminary inquiries.
4. **Ongoing Communication**: Throughout the audit process, we maintain open lines of communication with the audit team. This includes regular check-ins to discuss progress, address emerging issues, and respond to any requests for additional information.
5. **Review and Response**: Upon receiving initial audit findings, our team conducts a thorough review to ensure accuracy and completeness. We then collaborate with the relevant authorities, such as the Department of Health (DOH), to provide a comprehensive response. If necessary, we also develop and implement corrective action plans to address any identified issues.
6. **Post-Audit Follow-Up**: After the conclusion of the audit, we participate in closing conferences to discuss the final findings and any recommendations. We take these recommendations seriously and work diligently to implement any necessary changes to improve our operations.

In summary, our approach to audit management is both proactive and responsive, designed to ensure compliance, mitigate risks, and continually enhance the quality of our services. We are confident in our ability to navigate and successfully manage audits in any jurisdiction where we operate as a fiscal intermediary.

6.2.F.5 Quality Monitoring and Reporting



F.5. Quality Monitoring and Reporting

F.5 Quality Monitoring and Reporting
1. Describe how the bidder will comply with the reporting requirements in Section 4.7, including systems to be used to track required data.

1. Compliance with Reporting Requirements

Our Quality Monitoring and Reporting System (QMRS) is specifically tailored for consumer-directed programs and will fully comply with the reporting requirements outlined in RFP Section 4.7. Our approach and system components include:

Quality Management Plan and Reporting System

1. Quality Management Plan (QMP):

- Our QMP is designed to meet the guidelines of Section 4.7, detailing the processes, responsibilities, and metrics for monitoring and ensuring the quality of services.
- The QMP is regularly reviewed and updated to incorporate new requirements or feedback from DOH, ensuring continuous improvement and compliance.

2. Data Collection and Reporting:

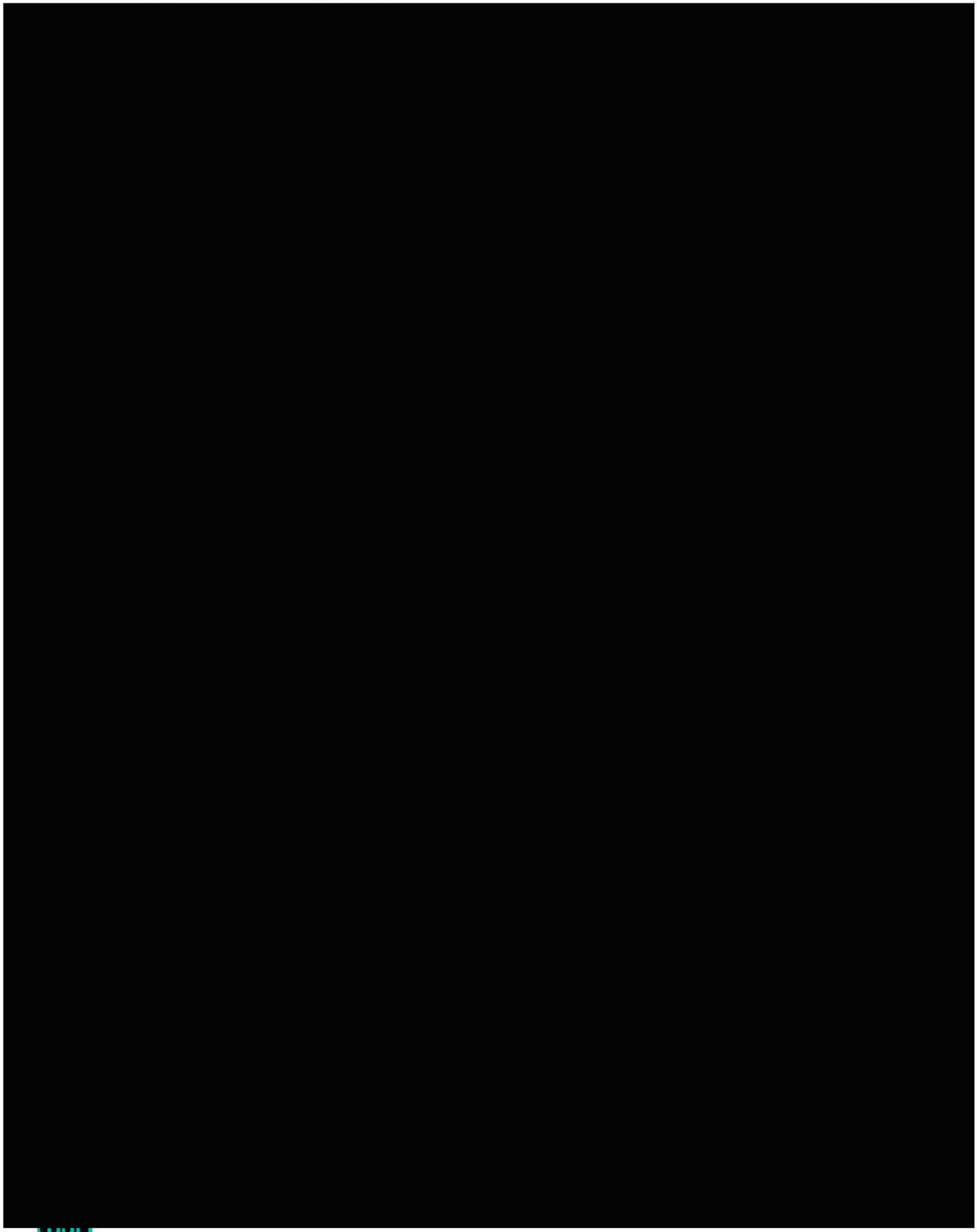
[redacted]

- The system supports real-time data entry and updates, ensuring current and accurate information.
- The interoperability of our systems will allow us to accept data from our subcontracted FI partners if they prefer to use and maintain their existing systems (with DOH approval). We will ultimately absorb, standardize, and integrate this incoming data for reporting purposes.

- Quality Measures:
  - We track key performance indicators (KPIs) related to service effectiveness and quality, including consumer satisfaction, service delivery timeliness, audit scoring, and adherence to care plans.

- Data Reporting:
  - Our reporting tools generate detailed reports in DOH-specified format. These reports include quantitative data and qualitative insights for a holistic view of service quality.
  - Reports are submitted regularly as determined by DOH, ensuring timely and relevant information for evaluation.
  - Reports are generated and utilized internally to gauge performance and process adherence. Report outcomes are used for process and performance improvement. **Exhibit F.5-1** provides an example of a dashboard for Authorization Activity, **Exhibit F.5-2** provides an example of a Payroll Activity dashboard, and **Exhibit F.5-3** provides an example of the dashboard of our Customer Service Team activity.





Annual Direct Care and Administrative Cost Reports:

- We prepare and submit comprehensive annual reports detailing direct care and administrative costs, in compliance with Section 4.1 and SSL § 365-f.
- These reports are thoroughly reviewed for accuracy and completeness before submission.

1. **Public Disclosure:**

- We acknowledge DOH's right to make reports public and ensure that all reports are prepared with the highest standards of transparency and accuracy.
- Our team will collaborate with DOH to address any public inquiries or concerns related to the reported data.

2. **Cooperation with Departmental Assessments:**

- We fully cooperate with DOH's efforts to assess FI services under CDPAP, including participating in consumer satisfaction surveys and other evaluation activities.
- Feedback from these assessments is used to continuously improve our services and reporting processes.

We welcome an opportunity to share sample reports upon DOH request.

Systems to be Used

We utilize a comprehensive data warehouse architecture to integrate and manage our systems' data, ensuring seamless data flow and unified reporting. Our data warehouse enables us to consolidate information from various platforms, providing a single source of truth for all program-related data. This integration facilitates real-time data access, robust analytics, and streamlined operations across our services.

To ensure complete transparency and accuracy, we also incorporate data from our subcontractors into our data warehouse. Subcontractors' information is ingested through secure APIs and standardized data formats, ensuring it is seamlessly integrated into our reporting ecosystem. This allows us to maintain a holistic view of program performance and compliance, incorporating every aspect of our service delivery network.

[redacted]

[redacted]



2. Data Management and Reporting Tools

Electronic Data Interchanges (EDI) and APIs:

- Our system supports data exchange through EDIs and APIs in common file types, ensuring seamless integration with various entities.

Secure File Transfer Protocol (SFTP):

- For entities without EDI capabilities, we establish SFTP sites to ensure secure data transfer.

Reporting Capabilities

Standard and Custom Reports:

- We offer a broad range of operational performance reports and can prepare and submit reports on required cadences, including weekly, monthly, quarterly, and annual reporting.
- Our business intelligence platform allows for real-time data visualization and analysis, providing both aggregate and record-level perspectives.
- Examples of reports include Authorization Activity Dashboards, Payroll Activity, EVV Weekly Activity, Customer Experience Activity, and Utilization Reporting.

Utilization Reporting

Monthly Utilization Reporting:

- Our reports can be segmented by various criteria such as service type, consumer, PA, county, and more.
- These reports help identify anomalous utilization patterns, providing insights for program improvements and efficient use of funds.

System Flexibility and Modularity

Modular System Design:

- Our system's modularity allows for easy modifications to support scope changes in self-direction financial management. For example, we added EVV-compliant time capture functionality to the *Time4Care* mobile app, expanding the capabilities and effectiveness of the tools we offer participants and their employees.

By leveraging our end-to-end system and adhering to the outlined processes, we are confident in our ability to meet and exceed the reporting requirements specified in Section 4.7, thereby supporting DOH in evaluating the effectiveness and quality of services provided under this contract.

4.7 Quality Monitoring and Reporting Requirements

1. Quality Management Plan

4.7 Quality Monitoring and Reporting Requirements
The awarded Statewide FI will be required to submit a Quality Management Plan.

PPL maintains a robust Quality Management Plan, as well as dedicated staff committed to ensuring adherence to all established policies and procedures. We will provide DOH with our complete Quality Management Plan upon award, and our Quality Management Approach is described in "Current Quality Management Approach" on the next page.

Quality Measures Reporting

In addition, the awarded Statewide FI shall submit reports to the Department that include, but are not limited to, quality measures and other data to assist the Department, consumers, LDSS and MCOs with evaluating the effectiveness and quality of services provided by the FI under this contract and their impact on the overall quality and effectiveness of CDPAP.

PPL offers a wide variety of reports and agrees to submit reports that include quality measures and other data to assist DOH, consumers, LDSS, and MCO/MLTCs with evaluating the effectiveness and quality of services provided under the contract, as well as their impact on the overall quality and effectiveness of CDPAP. Our reporting capabilities are described in "*Compliance with Reporting Requirements.*"

Annual Direct Care and Administrative Cost Reports

These reports are in addition to the requirement that the awarded Statewide FI submit annual direct care and administrative cost reports as required by Section 4.1 and SSL § 365-f. The Department reserves the right to make any and all reports public.

PPL acknowledges this requirement and has described our reporting capabilities within our proposal response, including our ability and intent to submit annual direct care and administrative cost reports. We acknowledge and understand that DOH reserves the right to make any and all reports public.

Format, Frequency and Data Collection

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.

PPL can provide all required data to be collected and reported in the format and frequency determined by DOH. As discussed throughout this section, we collect a wide range of data daily and in real-time including authorization details, shift information, utilization, payroll activity, EVV compliance, customer experience and service statistics, and much more. We configure reporting for individual consumer direction programs and can accommodate DOH's daily, weekly, monthly, quarterly, and annual reporting needs.

Consumer Satisfaction Survey

The awarded Statewide FI will be required to cooperate with efforts by the Department to assess FI services under CDPAP including conducting a consumer satisfaction survey.

We acknowledge this requirement and agree to cooperate with efforts by DOH to assess FI services under CDPAP including conducting a consumer satisfaction survey. We routinely conduct satisfaction surveys and welcome opportunities for continued feedback.

2. Current Quality Management Approach

2. Describe the bidder's current Quality Management Approach, which may include submission of a previously utilized Quality Management Plan.

Our Quality Improvement (QI) team is the primary facilitator of our Quality Management Program (QMP). They are responsible for developing and maintaining operational internal controls and leading corrective action initiatives. To ensure unbiased and comprehensive oversight, this team reports into our Legal team and is separate from any operational team.

Exhibit F.5-4: PPL's Quality Management Program

Our Quality Management Program revolves through a dynamic cycle that focuses on continuous improvement.



Overview



We maintain rigorous quality standards for all components of service delivery, as evidenced by obtaining annual SOC1 and SOC2 certifications from a Certified Public Accounting (CPA) firm. Our Quality Management Program is rooted in best practice methodologies including Plan, Do, Check, Act (PDCA) and Lean Six Sigma (LSS). We blend these methodologies to create a comprehensive approach to quality, with an emphasis on continuous improvement. **Exhibit F.5-4** represents the three components of our QMP.

- **Quality Planning** – Use of processes and tools to confirm understanding, document, train staff, and continually review all program requirements and expectations.
- **Quality Execution** – Use of an "Audit Workplan" developed from artifacts created during the Quality Planning phase. Execute audit procedures according to the workplan to monitor and control tasks required to be performed under this contract. Deliver the Audit Workplan outcome to the client quarterly.

- **Continuous Improvement Initiatives** –Use of Define, Measure, Analyze, Improve, and Control (DMAIC) methodology to address processes that are inefficient or not conforming to defined specification limits.

Quality Planning

In the Quality Planning phase, we identify, confirm, and train staff on each specific program requirement. The foundation for these quality plans is robust policies and procedures for each task required to be performed as part of the contract, along with continuous training for all staff members. Policies and procedures describe, in detail, the purpose, procedure, and internal control for each task. Policies and procedures are then leveraged to derive a robust training curriculum to ensure each task is being administered according to program requirements, and defined oversight processes reinforce adherence to the requirements.

Our Quality Planning Approach

Policies and Procedures

1. We meet with key DOH staff to ensure all requirements are fully understood and clearly documented.
2. We create detailed policies and procedures for each area of service delivery. Each policy and procedure is drafted in accordance with the requirements and expectations of the program and identifies internal controls for each task required to be performed under the contract.
3. All policies and procedures are reviewed, and if required, approved by DOH to ensure alignment between PPL and DOH.
4. Review all policies and procedures annually to ensure they reflect updated requirements set forth by DOH, and other state and federal entities.
5. We update policies and procedures **(Exhibit F.5-5)** as needed, to reflect requirements set forth by DOH and other state and federal entities.



Quality Execution

Performance Measurement

The PPL QI team provides Performance Measurement via random selection of call auditing per call-handler including Customer Service Representatives (CSR), Escalations Specialists, Enrollment Specialists, Conversion Specialists, and Supervisors. Not only do we provide the contractually required external audit deliverable, but we go above this with internal auditing for process adherence and employee performance. These audit results tie into tri-annual bonus determinations.

Supervisor performance is also ranked on metrics including call performance of agents directly reporting to them, as well as their own call handing metrics as reported through our call system and manual supervisor live line (i.e., calls requesting to speak with supervisor/escalated call resolution.) Besides customer service touchpoints, back-office operations are also audited for quality control, including payroll processing, tax operations, and billing.

Subcontractors are subject to the same requirements as our internal operations teams. For CDPAP, our QI team will monitor their performance via onsite reviews and audits, through remote call monitoring and random call sampling, and by analyzing performance data.

Process Improvement Methodology

Our QI team leverages several quality tools, including random sampling techniques, to ensure services are being delivered in accordance with the contract and as outlined within the policies and procedures. Our standard process to develop and execute on the QMP Audit Workplan includes:

- Reviewing policies and procedures for each task and identify internal controls to audit.
- Designing audit procedures for each internal control identified.
- Determining the frequency and method of inspection for each internal control.
- Determining specification limits, if not explicitly provided, at which procedures will require corrective action.
- Finalizing the QMP quality workplan with functional areas and, if required, notify New York.

Our QI team uses this Audit Workplan as the blueprint for the frequency and process to conduct quality audits and for determining conformance to established specification limits. When an audit procedure results in non-conformance with defined specification limits, the following steps are initiated:

- Immediate notification to the PPL functional leader whose department is responsible for performing the procedure (for high concerns like unprofessionalism, call avoidance, etc.), and creating a CRM coaching case for reporting, tracking, and trending purposes.
- Immediate notification to the contract key staff if a subcontractor is identified as being out of compliance; and a performance action plan is triggered.
- Immediate notification to PPL's Executive Leadership Team if the non-conformance poses a material risk to DOH and CDPAP stakeholders; a performance action plan is triggered.
- For low to moderate concerns, trends are identified and recommendation(s) for process and/or performance improvement(s) are escalated to the appropriate management team and contract key staff, who then initiates a process review and a performance action plan.
- Corrective action plans identify and address the root cause(s) driving non-conformance.

- The QI team checks ongoing performance once the performance action plan has been implemented.

Our sample QMP Audit Workplan includes standard quality procedures and specification limits, along with the method and frequency by which they are audited. If awarded this contract, we will work with DOH to build a comprehensive QMP Audit Workplan in a similar format. This Audit Workplan will, at a minimum, include the performance standards listed in **Exhibit F.3-6**.





In addition to the audit procedures contained within the QMP Audit Workplan and executed by the QI team, quality checks are also completed internally across our operational teams. These quality checks include, but are not limited to:

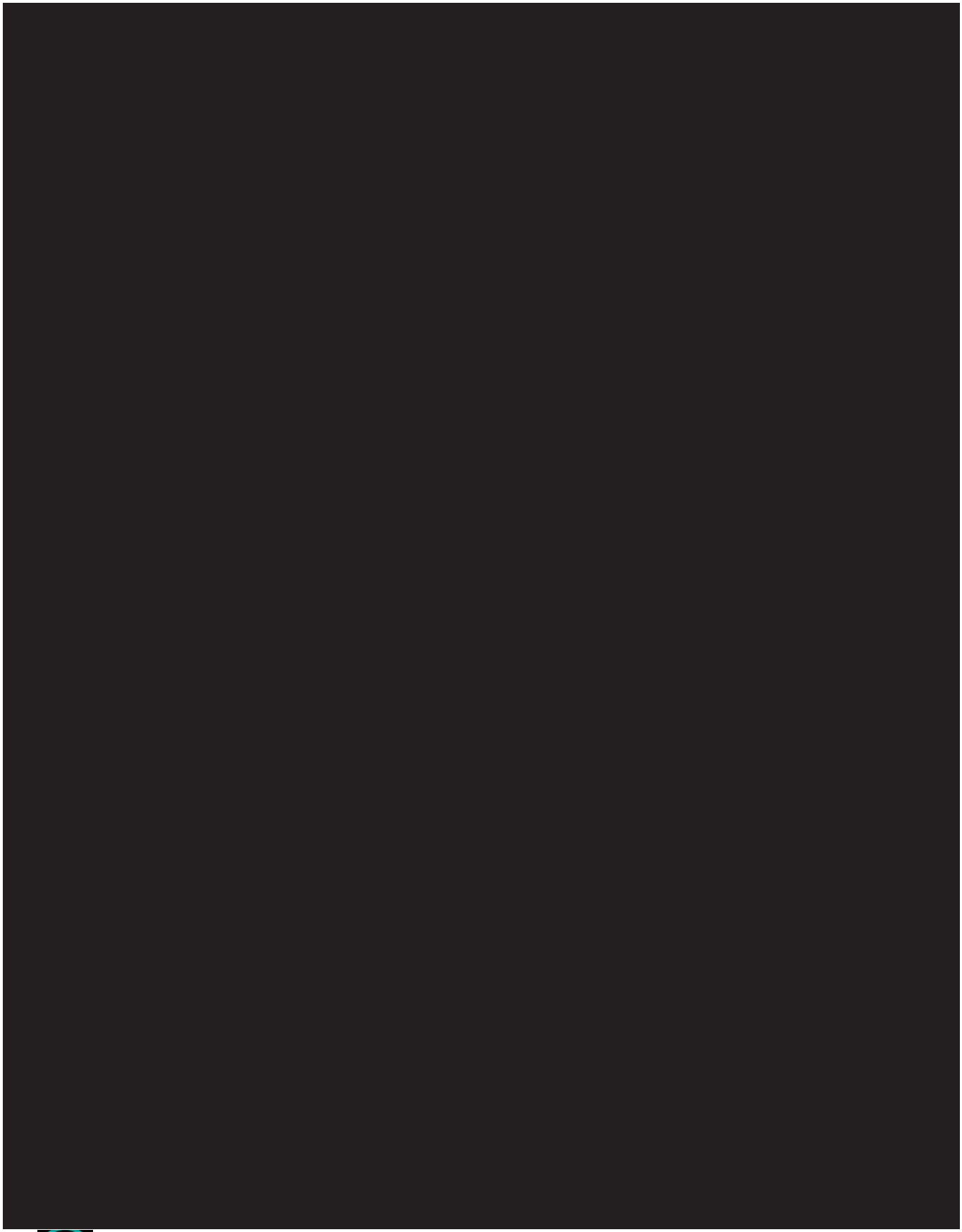
- PA credentialing audits include confirmation that hiring documents were accurately completed, received, and that health assessments are complete.
- Payroll systems review is completed to verify full processing was complete, payments were accurate, properly transmitted, and released. Errors are tracked and escalated for coaching of staff. This review is completed after every payroll.
- Review of garnishment entries to verify accuracy, timeliness, and appropriate system documentation has been completed. Errors are tracked, root cause defined, and all escalated for coaching of staff. This review is completed after every payroll.
- The Contract Management Team, cultural competency advisor, and, when applicable, consumer advisory board reviews all communications for program adherence and applicability to stakeholders.
- The Contract Management Team reviews all operational metrics monthly for compliance with contract requirements and DOH expectations. Any lagging operational metrics are addressed with the appropriate functional leader and a performance action plan is triggered and monitored weekly until performance is fully addressed.

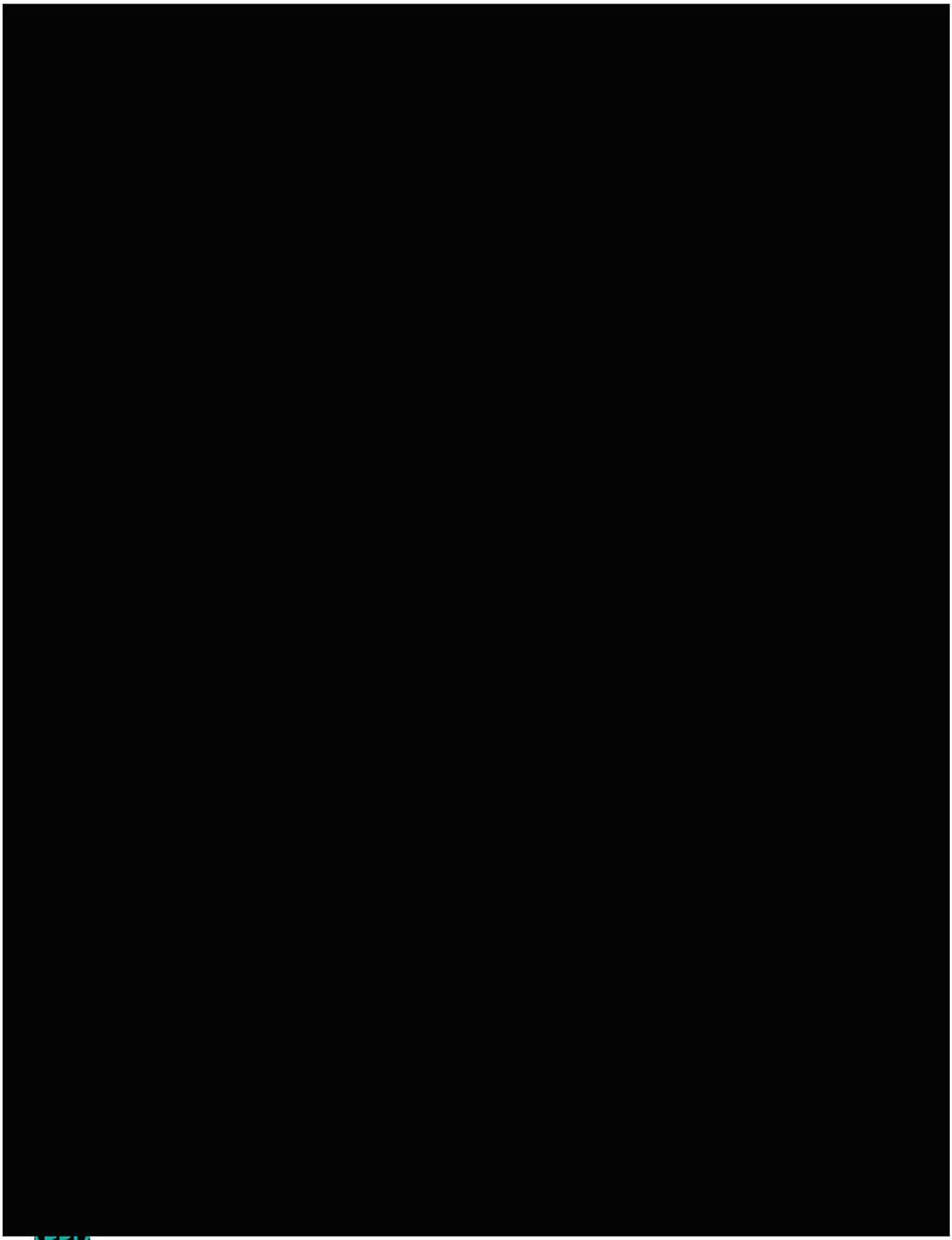
Continuous Improvement Initiatives

Our QMP emphasizes continuous improvement, and our QI team facilitates the improvement efforts, including addressing processes not conforming to defined specification limits. Our QI team is comprised of certified Lean Six Sigma Green Belts who lead continuous improvement activities through a defined, best practice process. Throughout the contract period, they will ensure all applicable key stakeholders are informed and actively engaged.

The DMAIC steps are used to manage continuous improvement initiatives. To illustrate our process, we have included real-life scenarios throughout our explanation of each phase:







[redacted]

3. Quality Management Previous Experience

3. Describe the bidder's previous experience creating, implementing, and following quality management, including how quality has been monitored by the bidder.

We have been developing and executing quality management plans for consumer direction programs for 25 years. Our quality team, led by our Chief Compliance Officer, Deb Drexler, has extensive experience in creating, implementing, and following quality management processes, including monitoring and adhering to set standards throughout the life of a contract. We have successfully managed quality plans for complex consumer direction programs including New Jersey's Personal Preference Program and dozens of others. Quality Improvement (QI) is at the core of PPL's values and operations.

Deb Drexler has over 20 years' experience supporting Medicaid compliance activities, including serving as Associate General Counsel at the Massachusetts Medicaid program and Director of Compliance at ForHealth Consulting, a division of UMass Medical School that provides operational consulting expertise for Medicaid agencies across the country.

During the implementation of a new program, the QI team verifies that all operational team processes and documentation have been created and are housed on our secure intranet platform, SharePoint, where they can be easily accessed by all stakeholders. Operational process documents are used for QI's auditing, as new program contracts typically require a QMP audit deliverable.

Our QI team regularly audits and memorializes processes created across PPL's operational teams. While the operational teams own the creation and maintenance of their process

documents, QI provides oversight as they reference process while auditing. As part of their oversight, they escalate outdated/incorrect process documents to the operational team leaders for updates. Upon modification of the document, the operational team communicates any corrections or updates to employees within their department to close communication gaps and ensure all staff are aware of the changes. Having these current and accurate documents maintains adherence to appropriate processes and Service Level Agreements (SLAs), as well as to MCO/State regulations captured within the documentation. QI will share audit outcomes with all internal stakeholders for transparency and to assist with implementing the improved processes and performance standards.



The QI team spends significant time monitoring customer service calls, as it is the consumer's main connection to PPL. For example, in all programs, our QI team will coach new CSRs for the first weeks of their employment. The QI team then listens to a random sample of customer service calls to ensure that our employees are exemplifying courtesy,

accuracy, and responsiveness in their work. When mistakes are made, they are taken as learning opportunities and employees will receive additional training on how best to represent PPL when communicating with consumers and other callers. Weekly internal call audit performance scores, as well as the audits themselves, are emailed to stakeholders from executive leadership down and across to CSRs.

[redacted]

Additionally, monthly meetings with Enrollment, Escalations, Conversion, and Customer Service teams will take place to discuss any new or upcoming process changes, trends, root cause analysis, and pain points from both the caller perspective, and employee perspective. PPL sends out “Caught Ya” (Doing Something Great) emails, that identify top performers to encourage others to strive for the same recognition. These emails include the employee’s manager and department director. These communications, while providing an acknowledgment of excellence, also provide supervisors with information on which employees may be ready for promotion opportunities, or to serve as a mentor to peers.



4. Operational Enhancements and Program Efficiencies

4. Describe how operational enhancements and program efficiencies have been enacted throughout a previous contract.

We take a comprehensive and ongoing approach to enact operational enhancements and program efficiencies. Our QI team first works with our clients to develop a plan to ensure that all aspects of the service delivery processes are measured, evaluated, and adjusted to include quality. Then the team measures performance in accordance with the plan. When issues are identified, the QI team works with the relevant managers to conduct a root cause analysis, and to implement process improvements to reduce the chance of recurrence. [redacted]

[redacted]While not all best practices are applicable to CDPAP, many training, performance management, and process enhancements can be leveraged to improve efficiencies.



It all starts at the beginning, in the implementation phase. The QI team is closely involved in the implementation of new contract work. [redacted]

Through ongoing monitoring, we are not only able to confirm or coach for compliance, but we also use the results to identify improvements, efficiencies, and internal and external unidentified program needs. We have been fortunate enough to have long-standing clients, some for over two decades, and this experience has been instilled throughout our teams to be the driver of program evolution and enhancements.

[redacted]

[redacted]

Technology Enhancements and New Releases

To support enhancements and new releases, our developers and system engineers work cross-functionally with our client engagement and account management teams. This approach ensures that our system design, rules configuration, and overall functionality is consistent with program-specific requirements. It also ensures we can quickly identify the technical impact of future policy or Program changes and gather requirements for development. Each IT project has an assigned delivery lead who works in collaboration with a Scrum Master to ensure developers are properly allocated per the release schedule commitments.



We are continuously engaged in product enhancements and developments, which are managed through our corporate Project Management Office (PMO). Monthly releases may include things like moving the web portal to production for a new program, a global enhancement to *Time4Care or PPL@Home*, or a client change request. To complete the changes efficiently and effectively, our IT team works in development sprint cycles. Patches can be deployed off-cycle for system functionality issues impacting any core FMS function or application. The contract manager for each program coordinates system change requests and works with delivery managers to determine the level of developer effort required, as well as the release schedule. Additionally, the IT team regularly collaborates with the PMO on product roadmaps to ensure we are always thinking ahead while continuing to invest in our existing applications. [redacted]

Future releases of new products are managed through our PMO and are resourced through our Technical Implementation team. Each new product/project is named, assigned a project lead, and targets are set leading to the go-live date including key milestones such as testing and training. Testing is primarily driven by user story development based on product requirements gathering. We have technical product analysts within the operations team who test all new products, enhancements, and patches per the release schedule. All products or code changes passing testing are included in the monthly release and moved to production. Training is developed by our internal PPL Learning & Development (L&D) Team in coordination with our Technical Development team. They collect information regarding the updates or new items, and then create training documents on interactive learning modules, depending on the complexity.



Scope of Work (RFP Section 4.0)

Per Answers to Questions, the response to Question 824 states," As stated in Section 6.2.f, "The technical proposal should provide satisfactory evidence of the bidder's ability to meet, and expressly respond to, each requirement of and information requested in this RFP in section 4.0.". As such, bidders should include responses in the format requested in Section 6.2, while addressing all aspects of Section 4.0 of the RFP. "

4.8 Information Technology Requirements

We ensure that all records and files that we manage on behalf of our clients are maintained in a secure and confidential manner. Our technology platform is proprietary, meaning it is designed and built by our Information Technology Systems (ITS) team *specifically* for consumer-directed programs. Our team has in-depth knowledge of system access, security, database management, and protection of protected health information (PHI) within the programs we service. We have developed and maintained a comprehensive, written data privacy program that secures our employee, client (including consumers and PAs), vendor, and contractor PHI and personally identifiable information (PII) against unauthorized use or disclosure.

PPL is committed to ensuring the highest standards of information security and compliance. Our applications and systems are hosted on Microsoft Azure, which is

FedRAMP High certified. This certification ensures that our infrastructure meets rigorous federal security standards, aligning with NYS security policies and standards.

[redacted]

We conduct monthly system releases to address any security updates or patches and can deploy off-cycle patches for critical security issues. Our development process follows a secure system development lifecycle, ensuring security is built into our applications from the ground up.

PPL also complies with all NYS Electronic Visit Verification policies and standards. Our *Time4Care* application, which is our EVV solution, adheres to all security requirements set forth by NYS and the 21st Century Cures Act.

PPL conducts regular internal audits and leverages Azure's compliance tools to ensure ongoing adherence to NYS and federal requirements. In addition, we continually review and update our security measures ensuring ongoing compliance and protection of all personal health, personal identification, and other NYS information in our systems.

We engage in third-party evaluation of our security and regulatory compliance on an annual basis. Additionally, we continually review and update our security measures, allowing us to align with the latest NYS security procedures and federal regulations, to ensure ongoing compliance and robust protection of all personal health information, personally identifiable information, and other sensitive NYS data in our systems.

4.9 Privacy, Security, and Confidentiality Requirements

As an experienced FI in the consumer-directed care space, we are extremely aware of the responsibility we carry to protect personal and health-related information for consumers and their PAs. To ensure we are prepared to enter into a partnership with DOH, we have reviewed all privacy and security policies and procedures as specified, as well as all applicable state and federal law, rules, regulations and administrative guidance, and we commit to complying with these standards throughout the life of the contract and our partnership. We also fully understand that projects of this scope may involve agreement to various Data Use Agreements and/or Business Associate Agreements throughout the contract, and our teams are situated to not only agree to these policies but to disseminate the standards across the organization to ensure full compliance across each functional department.

We consistently safeguard all information, including PII and PHI in accordance with best practice Health Insurance Portability and Accountability Act (HIPAA) standards.

In accordance with RFP Requirement 5.6.1, we agree to obtain and maintain a $5 million cyber security policy throughout the contract period and for two (2) years after contract termination. Our subcontracted FI partners will also comply with this requirement.

Secure and Confidential Storage and Disclosure of Protected Information

We take great care to maintain all data we receive, process, or store; all data is encrypted in transit and at rest, including while stored on a mobile device. We take all commercially reasonable steps including physical, technical, and administrative safeguards to protect the confidentiality of state data and to prevent unauthorized access. We provide our employees and contractors with access to state data as minimally as necessary to fulfill their job responsibilities. Further safeguards are in place that require them to agree to use and disclose state data only as minimally necessary.

In addition to restricting access to state data unless absolutely necessary, we regularly apply appropriate risk management techniques to balance the need for security measures against the sensitivity of this data. Our processes involve regularly reviewing and updating security-related policies, plans, and procedures, and we maintain robust access control mechanisms, including regular access audits.

Protection Against Threats

Our policies and procedures are designed to protect against security and integrity threats and vulnerabilities and mitigate any such threats and vulnerabilities when detected. We

maintain and review audit logs and always cooperate with any attempt by the state to audit or monitor our organization's security controls.

Protection Against Disclosures

All client-related records and files are managed in an accurate, complete, confidential, and secure manner. [redacted] We always use secure and encrypted e-mail when transmitting PHI to external stakeholders. Copies of information and reports are never distributed to other parties without written permission and direction. Our policies and procedures regarding confidentiality and authorization for the release of any PHI, comply with HIPAA and the HIPAA Business Associate Addendum.

Secure Destroy and Disposal

Upon termination of the contract, we will promptly return all state data, in a format designated by DOH or, alternatively, upon the state's instruction, we will destroy the state's data and provide DOH with evidence of such destruction.

Data Privacy Security Plans and Procedures

The protection of information requires ongoing employee vigilance as well as an awareness that the sharing of such information can occur unintentionally. Employees are required to take reasonable steps to assure security in the transmission and use of information, and the acceptable use of all information and assets. We have developed and maintained a comprehensive, written data privacy program that secures our employee, customer, vendor, and contractor PHI and PII against unauthorized use or disclosure. Our information security program has many domains and facets established to ensure security and confidentiality, which include, but are not limited to access control, application security, asset management, business continuity, data encryption, incident management, risk management, system security, and training and awareness.

All of our policies, procedures, and safeguards were implemented to assure full compliance with HIPAA and other federal and state standards at all times. From our extensive experience managing the PII and PHI of consumers and their PAs, to our strict policies and training for each new PPL employee, our Information Security Program (ISP) emphasizes the importance of PHI security and computer system security. Continuous training and review of our adherence is of upmost importance to us, and you can be confident that your data and the personal information of consumers will be secure throughout our partnership and beyond. Upon award, we will continue to provide, upon request, our data privacy and security plans and procedures to DOH, as well as our plans for meeting HIPAA

requirements, and plans related to subcontractor work. Our teams regularly assess the effectiveness of our controls and revise if necessary to ensure ongoing compliance.

Breach of Privacy Notification

We understand the importance of communication in resolving any breach of privacy that may occur during our partnership. As such, we commit to maintaining an immediate notification process with DOH in the event of any breach of privacy or confidentiality. This will ensure that steps can be taken in the most efficient manner to mitigate the scale of the breach and rectify the situation quickly to resume adherence to our established controls.

Fully Trained Staff

We require all our employees and subcontractors to take appropriate training related to the security and confidentiality of data, which is outlined in our established Security Awareness and Training Policy. To the extent appropriate, the training focuses on new developments in the security industry and uses real-life scenarios. Each employee is required to complete such training prior to receiving access to any of PPL's confidential data, as well as annually thereafter.

This training is also provided for temporary employees and third parties contracting with PPL. For third parties, we require an attestation that ensures that any employees involved have been provided security awareness training that meets federal, state, and local legal requirements.

New York State Security Policy and Standards

We are aware of all applicable New York State security policies and standards defined in the New York State ITS security policies and standards. We acknowledge and commit to ensuring compliance with the following policies throughout the life of the contract:

- NYS-P03-002 – Information Security Policy
- NYS-P10-006 – Identity Assurance Policy
- NYS-S13-001 – Secure System Development Life Cycle Standard
- 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

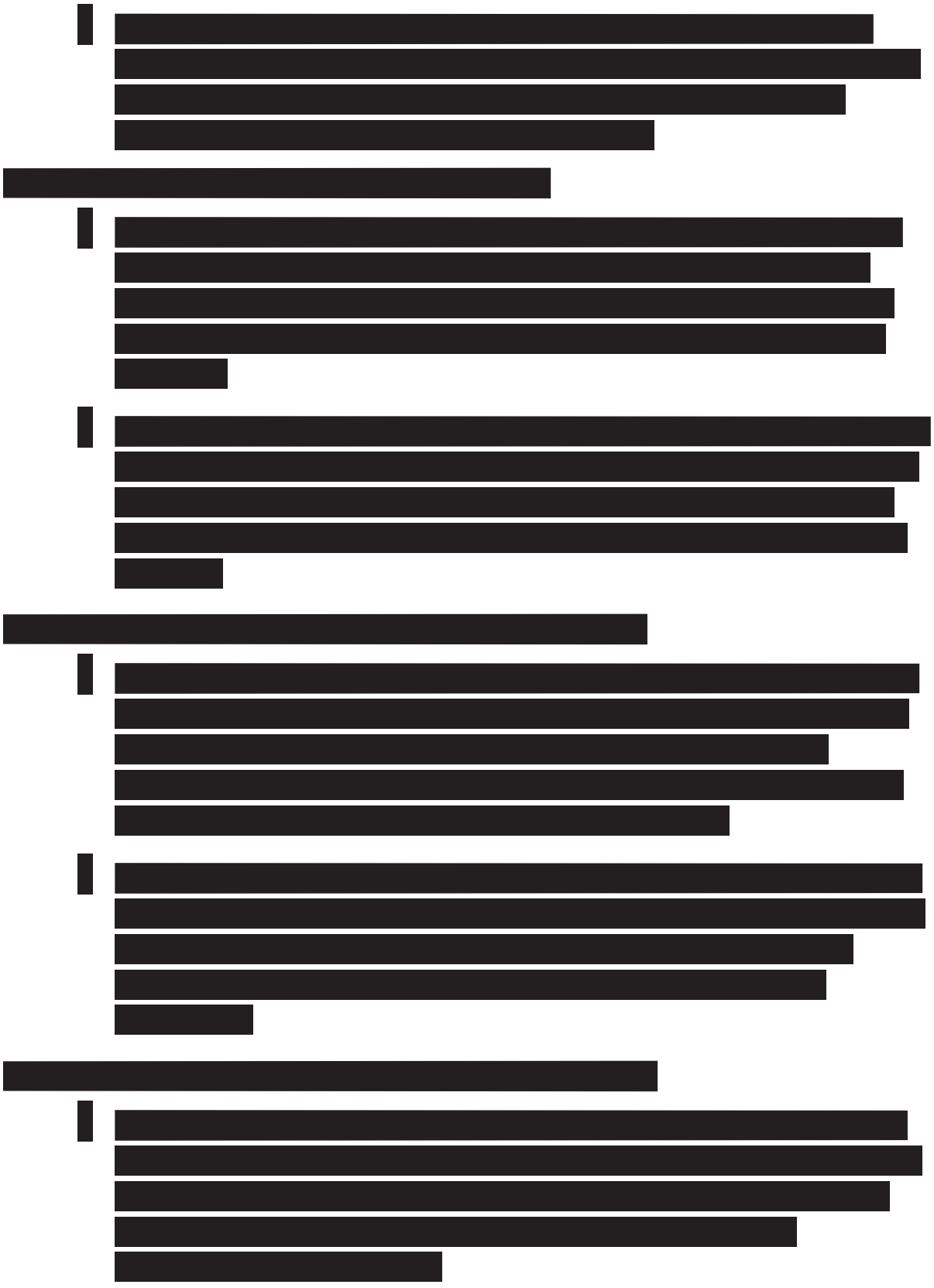
- NYS-S14-013 – Account Management / Access Control Standard
- NYS-S15-001 – Patch Management Standard
- NYS-S15-002 – Vulnerability Scanning Standard

4.10 Transition Requirements

We are well-equipped to manage the Initial Transition of consumers and their personal assistants (PAs) from their current fiscal intermediaries (FIs) to the Statewide Fiscal Intermediary (SFI) role. Our extensive experience with large-scale transitions, combined with strategic partnerships and a deep understanding of New York's unique cultural landscape, enables us to ensure a seamless, efficient, and consumer-centric transition process. The success of this transition will be driven by a dedicated team of experienced professionals.











[redacted]



6.2.F.6 EVV Systems

F.6. EVV System

a) EVV System Usage

F.6. EVV System
Describe the following elements of the bidder's EVV system and experience:
a) The bidder's EVV system current usage in other states

PPL's Information Technology (IT) team designed, developed, and deployed our best-in-class *Time4Care* mobile time tracking application in 2014 and enhanced it to be Electronic Visit Verification (EVV) compliant in 2017. In 2024, *Time4Care* is the most widely used and highest rated application for consumer-directed programs in the country. [redacted] Unlike all other leading national EVV solutions, *Time4Care* was designed specifically for consumer-directed programs, not traditional home care agencies.

> *Time4Care* is the most widely used and highest rated application for consumer directed

The consumer-directed focus of the *Time4Care* design and user interface has led to exceptionally high user ratings. Consumers using *Time4Care* have complete control over when and where they receive care. Where other applications are schedule based, PPL's app is based off authorization data, so consumers have more flexibility with how often they want to receive care based on their authorized services. With a nearly perfect rating on the Google Play Store and Apple App Store (**Exhibit F.6-1**), *Time4Care* outperforms all other EVV applications used for consumer directed programs including the EVV apps used in New York today.





The widespread use of *Time4Care* has driven us to continuously act on consumer and PA feedback and develop enhancements that increase usage and provide our state clients with a full suite of EVV compliance reporting.

EVV-compliance percentages are monitored by the contract management team in aggregate and at the consumer/PA level to identify compliance trends and tactics for improving usage rates. For CDPAP, we will work with our FI subcontractors to establish EVV reporting standards and follow-up protocols to ensure EVV compliance percentages are realized.

Our commitment to continuous EVV user experience, technical, and compliance improvement has been recognized by our state partners. At a recent meeting of the Pennsylvania Department of Human Services and the Office of Long-Term Living from the Participant-Direction Workgroup, one of the top 10 recommendations for improving the level of service provided by another FI, was to "improve EVV – have the EVV app/portal show max rate/show hours worked that week or pay period in app; make [the current vendor's] EVV app more like the [sic] PPL app."

At a recent meeting of the Pennsylvania DHS and Office of Long-Term Living...one of the top 10 recommendations was to "make [the current vendor's] EVV app more like the [sic] PPL app."

[redacted]

b) EVV System Integration Experience

b) The bidder's knowledge and experience creating, using, and integrating EVV systems with other internal and external systems

[redacted] Our IT staff work with the aggregator's technology team to review the validation logic, complete test claim validations, document processes for re-submission, and facilitate a Secure File Transfer Protocol (SFTP), when necessary, for EVV file exchanges.

c) Dedicated and Knowledgeable Staff

c) The number of dedicated and/or knowledgeable staff in EVV systems

We have an experienced EVV product team dedicated to the functionality and user experience that *Time4Care* offers. [redacted]



[redacted]



This cohesive team structure ensures that our EVV system meets consumer-direction industry standards for reliability, scalability, and user experience. The team consistently gathers user feedback to make any enhancements necessary to improve the user experience or update functionality to better service users.

d) Correct and Timely Claims

d) A description of how the bidder will ensure that claims are correct and timely

Ensuring the accuracy, integrity, and timeliness of EVV claims begins with our system's ability to pre-adjudicate each shift entered. [redacted]

1. Consumer Profile and Checklist Module

[redacted]

2. Personal Assistant Profile and Checklist Module

[redacted]

3. *Service Authorization Assurance*

[redacted]



[redacted]

For this statewide engagement, PPL will enlist a CDPAP-dedicated Revenue Cycle Management (RCM) team that will work with the New York MCO/MLTCs and LDSS' to resolve any fee for service or managed care consumer denials and rejections that may arise. They work with their cross-functional PPL partners to ensure all avenues of resolution are pursued.

[redacted]

e) Employee Training

e) A description of how the bidder will ensure employees are trained appropriately on EVV systems

We provide a comprehensive *Time4Care* training course to all EVV system users as part of our overall training program. Users will also receive a training guide that will detail the training course and will act as a reference to all trainees who need a refresher on any of the items covered during the process. We realize that learning how to use a new system can be challenging, and it is our responsibility to provide all the necessary resources for users of *Time4Care* are successful. Besides the initial training, users will have ongoing support from our PA and Consumer Support teams as well as on-demand video courses and other resources.



Our goal is to ensure that all users of *Time4Care* are well-equipped and knowledgeable to facilitate the best overall experience, as well as the highest level of EVV compliance. Oversight of these training programs by our Learning and Development team allows us to be proactive and assess need for additional training beyond the initial EVV training course. We continually bolster our skills and materials for web-based training which has increased our training flexibility and ability by allowing more consumers and PAs access to webinars and other virtual training. With each training session, we always provide a live question and answer session, as well as demonstrations of the platform, which increases the understanding and retention of information.

We consider ongoing training to be beneficial for system users to remain up to date on the systems and services made available to them. As such, we will continue to offer resources and ongoing training sessions to facilitate the learning of consumers, PAs, DOH program staff, and subcontractor partners. All virtual training can be recorded so that DOH program staff and others can access it as needed. Topics covered during our *Time4Care* training sessions include:

General Topics for All Users:

- Purpose of EVV,
- *Time4Care* instructions for PAs and consumers, and
  Location of *Time4Care* instructions for PAs and consumers.

EVV Overview Training:

- *Time4Care* Application,
- "How-To" Instructions,
- Additional Features,
- Alternative EVV Methods, and
- Wrap-Up and Key Takeaways.

Each training is followed by an assessment to gauge the participants' understanding and proficiency. We simulate *Time4Care* tasks (**Exhibit F.6-4),** rather than asking multiple-choice questions, to get a more accurate assessment of EVV usage knowledge. This hands-on test solidifies the understanding of how to utilize the application effectively as opposed to memorizing the location of features and what they do.



Quarterly Training Program

After the initial training and implementation, for ongoing support, we will offer a quarterly training program on FI related topics for consumers and PAs. These training topics will include EVV refreshers as well as other topics that will be determined based on the needs of the program. The quarterly training program topics are often driven by requests received through our consumer and PA support lines and engagement with community groups. We will provide DOH with an initial training schedule for the implementation phase of the contract as well as a Quarterly Training Program for ongoing training.

For consistency of communication on the implementation status, ongoing program health, and change management, we will also offer a quarterly training program and status meetings with MCO staff, case managers, and onboarding support staff. We cater the sessions to what is important and impactful to the attendees. We solicit feedback from this session to improve our approaches, processes, and training.

f) Ability to Comply with NYS EVV Standards

f) The bidder's ability to comply with NYS EVV guidance, policies, and standards

When PPL began supporting consumers and their PAs in the late 1990s, technology specific to self-direction was just emerging, and timesheet entry was done manually on paper. In 2014, we created *Time4Care* to offer an alternative to paper timesheets. The functionality was limited to adding time on the date you worked. Then, in July of 2017, we deployed our e-Timesheet solution. Later that year, in December 2017, our *Time4Care* application was configured to meet all the requirements of EVV as defined by the 21st Century Cures Act.

Time4Care is centered around user dashboards, making the most frequent actions and information easily accessible upon login **(Exhibit F-6.6).** *Time4Care* can be configured to meet specific program guidance, policies, and standards; existing features can be added or removed based on functionality requirements as required by each program. From the mobile dashboard, care workers can easily:





Consumers access *Time4Care* via their own unique user account and can access functions and information applicable to their role including:



[redacted]

Additional Features

Time4Care is connected directly to our back-end FMS, and enables us to offer added mobile features including:

[redacted]

[redacted]

Continuous Improvements



We are committed to continuously improving our proprietary application, *Time4Care* to ensure ease of use, and to encourage PAs to use it to meet EVV requirements. [redacted] Additionally, we are consistently tracking for any changes to the EVV program itself, based on new rules or regulations implemented by governmental agencies, and any changes that do occur are incorporated into the application for continuous compliance.

g) Auditing Results

g) Any auditing results of the bidder's EVV system

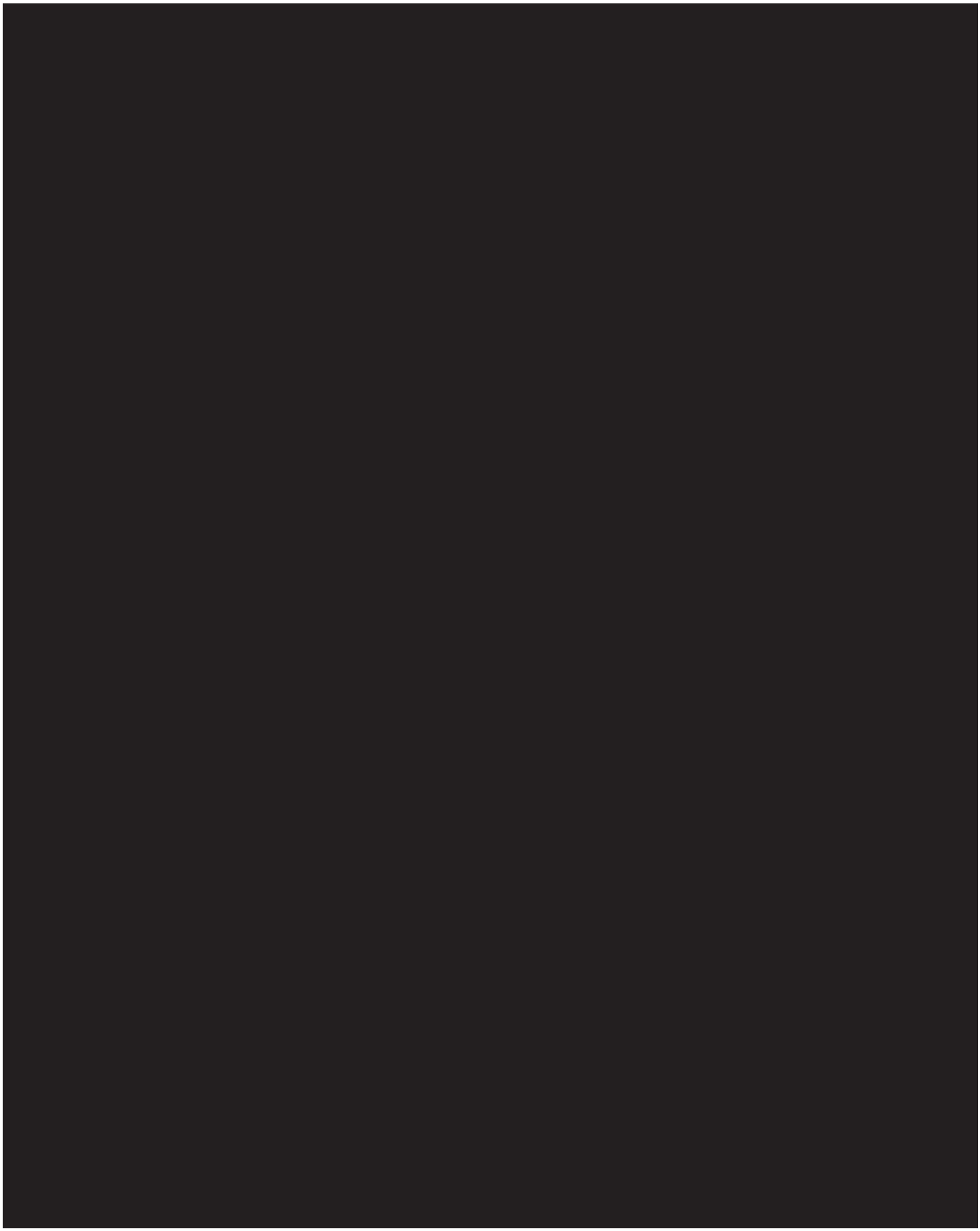
[redacted] We contract with third-party independent auditors to perform audits and attestations related to internal access controls, information security, system backup and compliance with applicable governmental laws and regulations. [redacted]

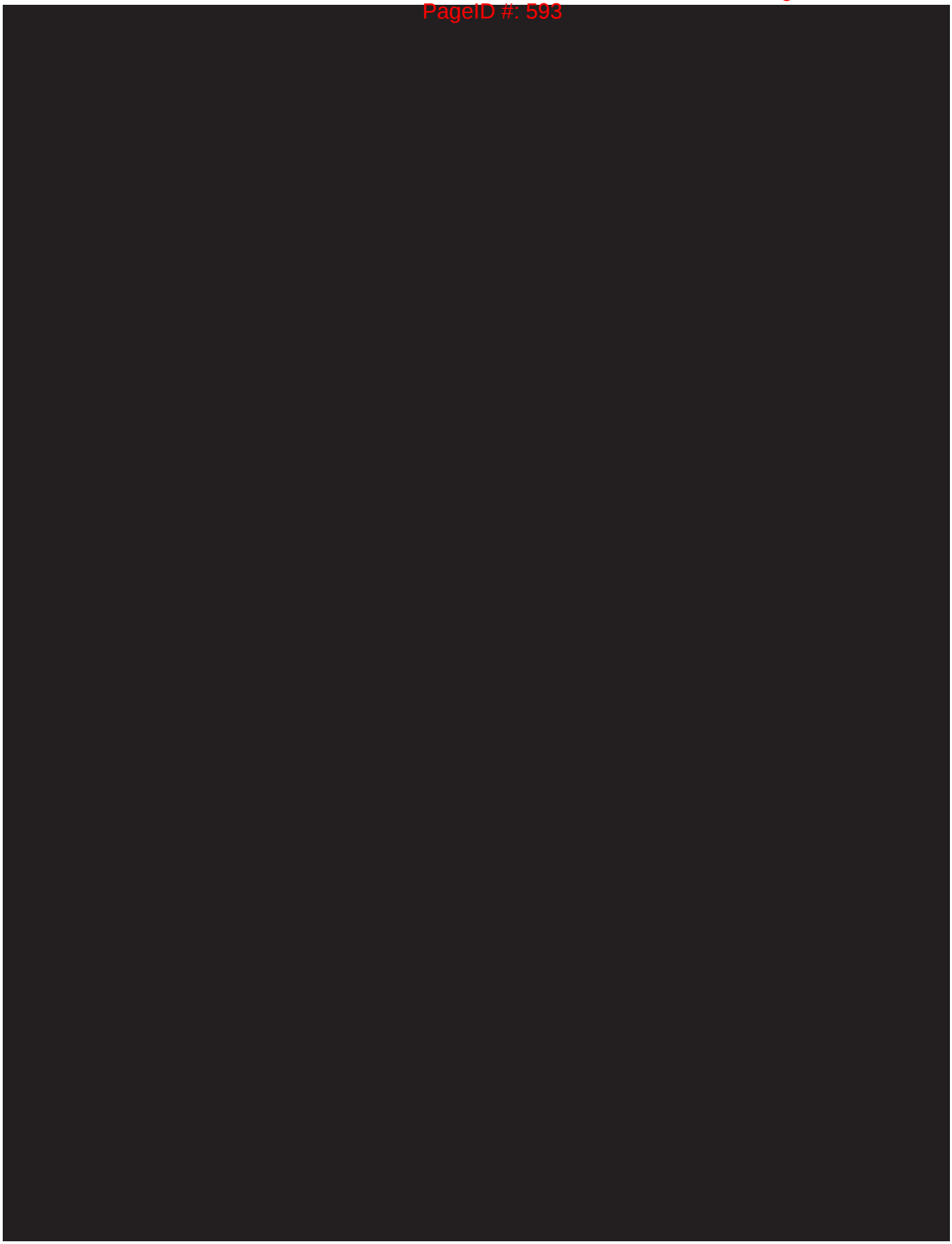
Bringing the Highest Rated EVV solution to CDPAP

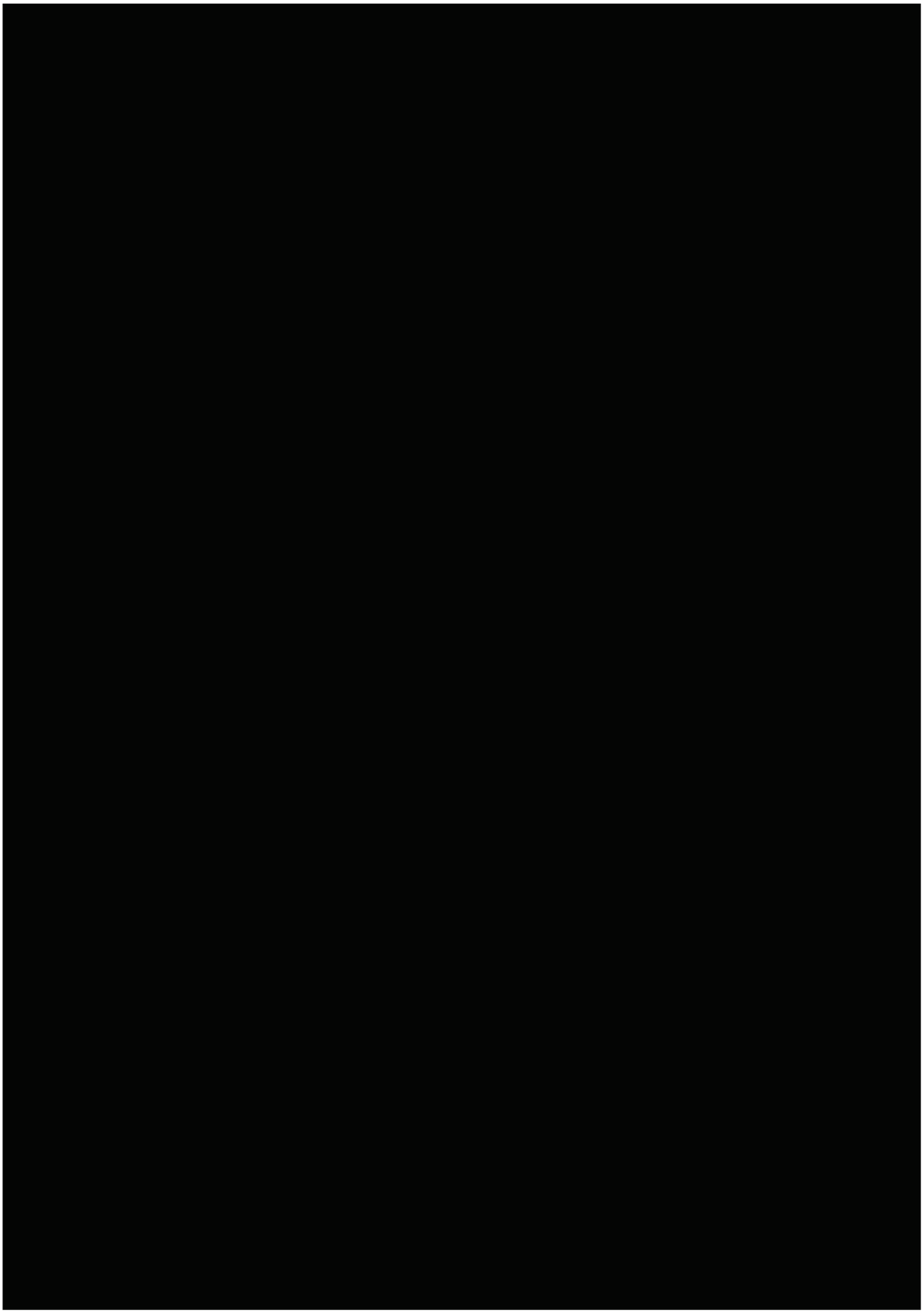
[redacted] Pairing this development with our commitment to consumer direction success and substantial annual technology investment has enabled us to deliver the highest rated EVV platform available in the nation. We are excited for CDPAP stakeholders to benefit from this exceptional product. As per DOH's requirements, we are prepared to implement and train all CDPAP stakeholders on the *Time4Care* EVV platform within the required implementation time frames. We also understand that DOH has been a proponent of providers having a choice of EVV as recognized in the *Choice Model* announced in April 2024. If DOH prefers we offer stakeholders an EVV choice, we are prepared to accommodate the request.



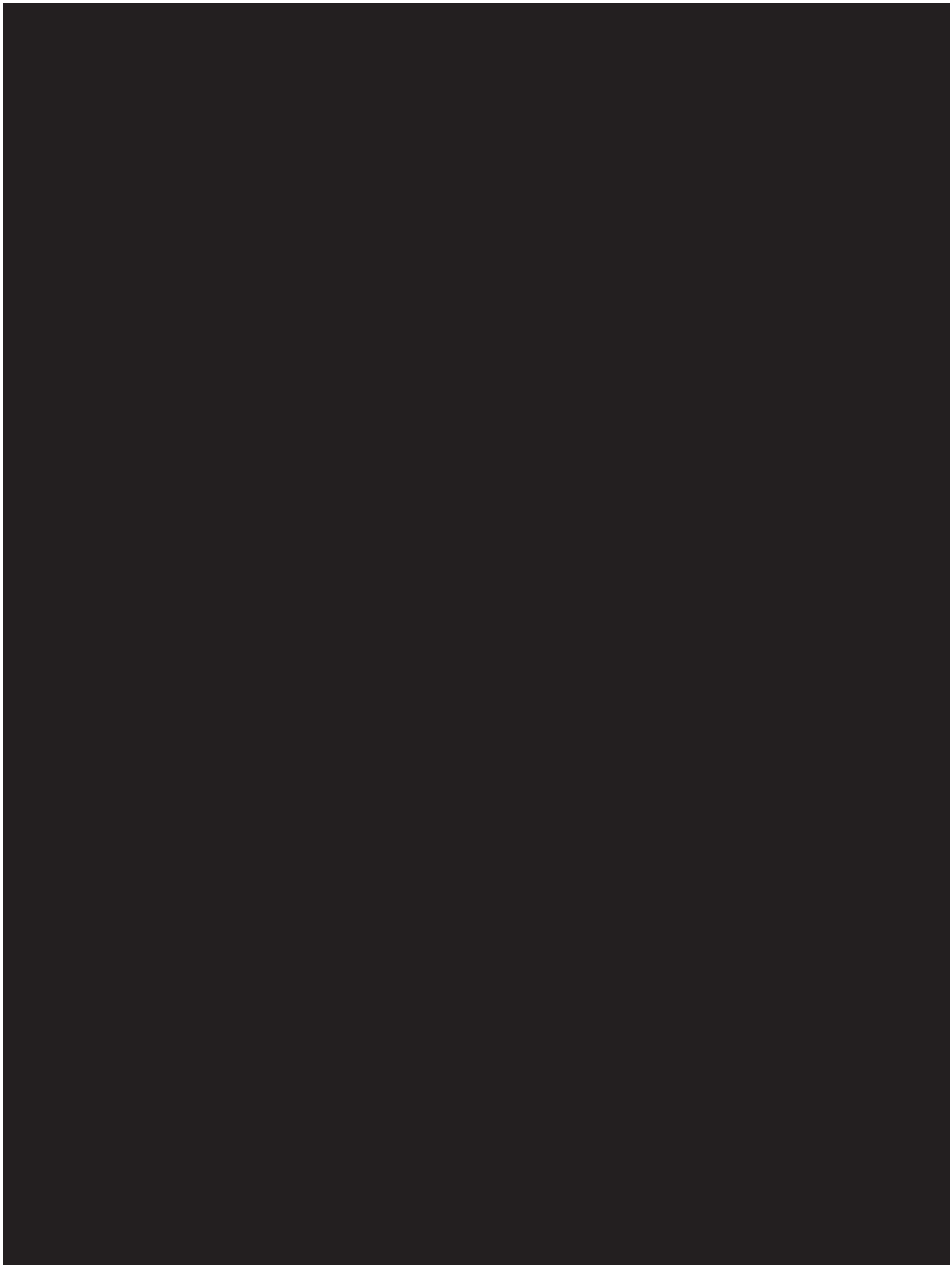
Attachments

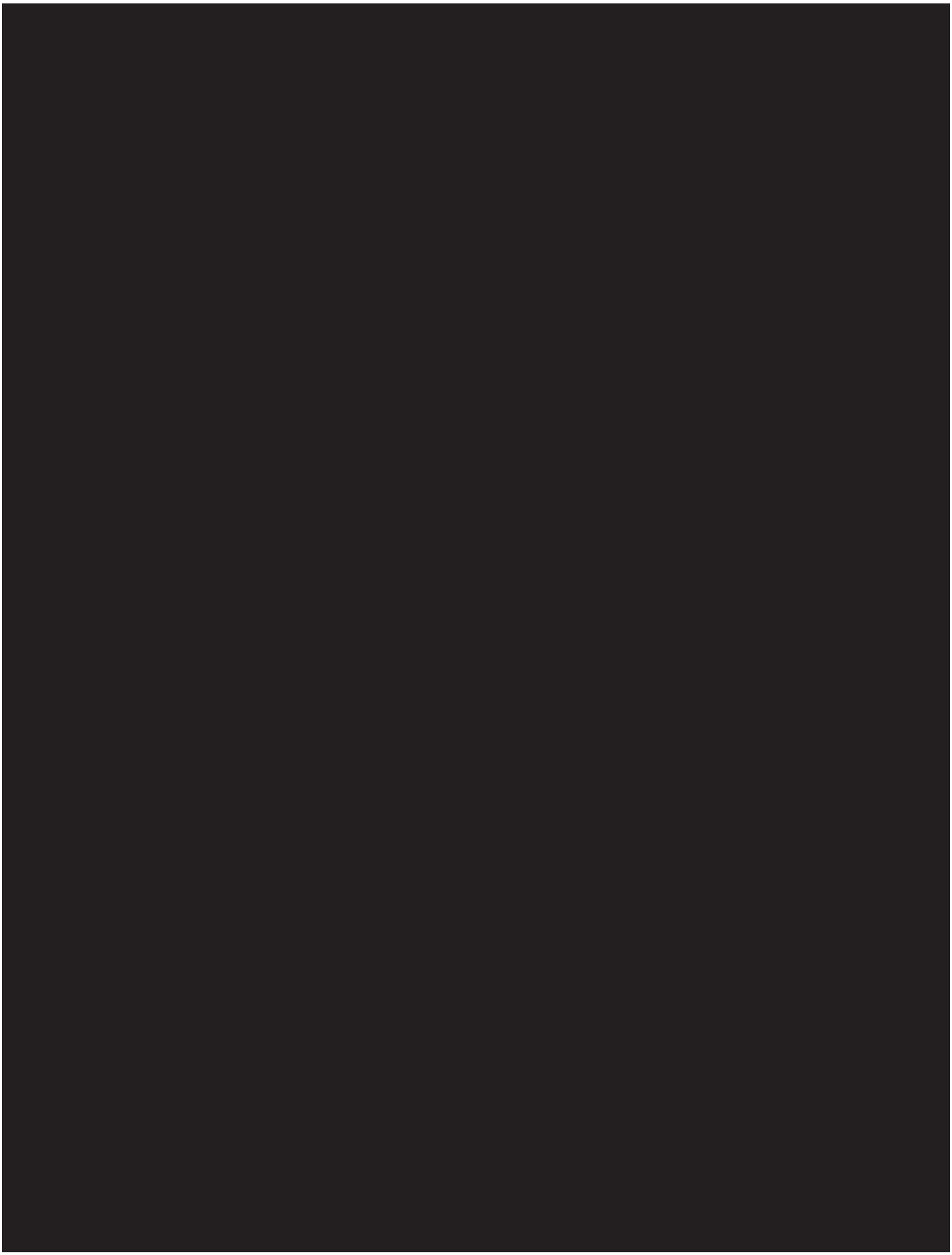


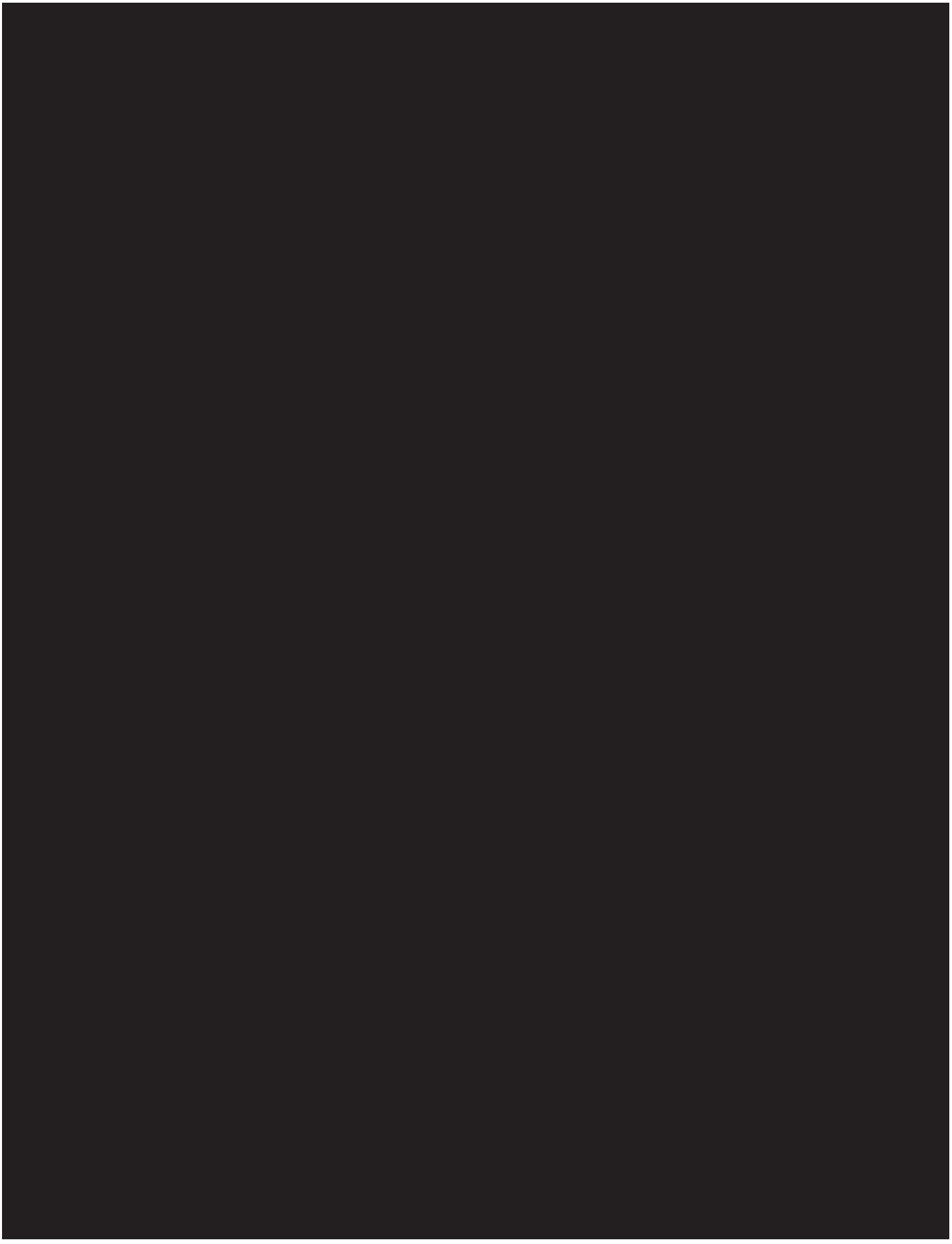




Internal







Revised ATTACHMENT F
COST PROPOSAL

Bidders shall use the information provided within this RFP, including current served populations described in the appendices, as well as its knowledge of New York and experience in other States to complete the Cost Proposal.

Bidders must provide two ~~a single all-inclusive~~ prices: one all-inclusive Per Member Per Month (PMPM) price to complete all FI Statewide Administrative functions through the resulting contract; and one all-inclusive PMPM price to complete all Initial Transition activities. The Contractor will only be able to bill for the Initial Transition Costs within the first twelve (12) months of the contract for only those consumers who have fully transitioned to the Statewide FI Contractor from other fiscal intermediaries.

The Contractor will not be reimbursed separately by NYS or any other entity for any Administrative Services outside of its proposed ~~single~~ all-inclusive PMPM for Administrative functions and its all-inclusive PMPM for Initial Transition Costs bid under this RFP. ~~This~~The ~~single~~ all-inclusive PMPM for Administrative functions and the all-inclusive PMPM for Initial Transition Costs will be for all populations in all regions and must consider all aspects and functions of the Statewide FI.

The proposed ~~single~~ all-inclusive PMPM prices should be in whole cents only. Fractions of cents will not be rounded up or down. The Department will ignore any and all numbers beyond two (2) decimal places.

Bidder's Name: Public Partnerships LLC (PPL)

1. Bidder's Proposed PMPM to complete all FI Statewide **Administrative** Functions, **excluding Initial Transition Costs**: $ 68.50

2. **Bidder's Proposed PMPM to complete all Initial Transition Costs $** 12.00

By signing this Cost Proposal, bidder agrees that the Proposed PMPM **for Administrative functions and Proposed PMPM for Transition Costs isare** binding for 365 days from the proposal due date.

Name: Vincent Coppola, Chief Executive Officer

Date: August 21, 2024

Bidder's Authorized Signature:

ATTACHMENT F-1
COST PROPOSAL AFFIDAVIT

A. AUTHORITY

I, Vincent Coppola (name of affiant), hereby affirm that I am the Chief Executive Officer (title) and am a duly authorized representative of Public Partnerships LLC (PPL) (name of business entity submitting proposal) and that I possess the legal authority and capacity to make this affidavit on behalf of the business for which I represent.

B. CERTIFICATION REGARDING COST PROPOSAL SUBMISSION

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing and developing its cost proposal and the total cost submitted for this project, the Bidder/Offeror considered all expected, potential, and anticipated costs associated with the performance of the services to be provided and implementation of the entirety of the project for the term of the awarded contract. The Bidder/Offeror hereby certifies that its cost proposal reflects a competitive and accurate reflection of the cost of the project and Bidder/Offeror does not reasonably anticipate the need to request an increase in the cost proposal after award of the contract or submission of change orders for cost overruns or increases. Bidder/Offeror hereby certifies its cost proposal is a good faith representation of the Bidder/Offeror's cost to New York State for the project including actual costs and proposed markup and that such cost is being considered in conjunction with the Bidder/Offeror's technical merit to determine an overall best value score of the final proposal submitted. Bidder/Offeror understands that its bid may be disqualified by the State of New York if the State believes that the cost proposal does not accurately capture costs that would result in successful completion of the project and/or does not represent a responsive and responsible bid proposal.

C. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is made under penalty of perjury and is subject to the applicable laws of the United States of America and the State of New York, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of the cost proposal referenced herein shall be construed to supersede, amend, modify or waive and rights of the State of New York under any and all applicable laws, rules, and regulations. Any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract shall provide cause for immediate termination of the contract by the State of New York.

Bidder SIGNATURE:

By: _____ Date: August 21, 2024
(signature)

Printed Name: Vincent Coppola

Title: Chief Executive Officer

STATE OF NEW YORK)
) SS:
County of Forsyth)

On the 21 day of August in the year 2024 before me, the undersigned, personally appeared Vincent Coppola, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(Signature and office of the individual taking acknowledgement)

STACEY SOURBEER NOTARY PUBLIC STATE OF GEORGIA MY COMM. EXP. 7/4/2028 FORSYTH COUNTY, GEORGIA

New York State Required Certifications

Contract #:

Procurement Lobbying Restrictions

Pursuant to State Finance Law §§139-j and 139-k, certain restrictions are placed on contact with state agencies during the procurement process. The term "Contact" is defined by statute and refers to those oral, written or electronic communications that a reasonable person would infer are attempts to influence the governmental procurement. In addition to obtaining the required identifying information, the state agency must inquire and record whether the person or organization that made the contact was the Offerer or was retained, employed or designated on behalf of the Offerer to appear before or contact the Governmental Entity.

The "Restricted Period" is the period of time commencing with the earliest date of written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method for soliciting a response from Offerers intending to result in a Procurement Contract with a State agency and, ending with the final contract award and approval by, where applicable, the Office of the State Comptroller.

New York State employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period; the Offerer is debarred from obtaining governmental procurement contracts. Further information about these requirements can be found at: https://ogs.ny.gov/acpl.

Any Offerer responding to the solicitation must complete the form found below and submit it to the State agency.

New York State Required Certifications

Contract #:

Offerer's Certification of Adherence to New York State Finance Law

1. Offerer certifies that it understands and agrees to comply with the procedures of the NYS and or the contracting agency relative to permissible contacts as required by State Finance Law Section 139-j(3) and Section 139-j(6)(b).

2. CONTRACTOR DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS
Pursuant to Procurement Lobbying Law (SFL §139-j)

   (a) Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? ☐ Yes ☑ No

   (b) If "Yes," was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j? ☐ Yes ☐ No

   (c) If "Yes," was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a governmental entity? ☐ Yes ☐ No

3. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Government Entity:

Date of Finding of Non-responsibility:

Basis of Finding of Non-responsibility (attach additional sheets as necessary):

4. Has any governmental entity terminated or withheld a procurement contract with the above-named individual or entity due to the intentional provision of false or incomplete information? ☐ Yes ☑ No

5. If yes, please provide details below:

Government Entity:

Date of Termination or Withholding of Contract:

Basis of Termination or Withholding (add additional pages if necessary)

Attachment 1 - Bidder's Disclosure of Prior Non-Responsibility Determinations (pg 3 of 3)

New York State Required Certifications

Contract #:

Offerer's Certification of Adherence to New York State Finance Law

Offerer certifies that all information provided to NYS or the contracting agency, with respect to State Finance Law Section 139-k is complete, true and accurate.

Name of Offerer(s)

Public Partnerships LLC (PPL)

Offerer's Business Address

8000 Avalon Blvd.

City	State	Zip Code
Alpharetta	GA	30009

Offerer's Signature — **Date**: August 21, 2024

I understand that my signature represents that I am signing and responding to all certifications listed above.

Printed Name

Vincent Coppola

Title of Person Signing this Form

Chief Executive Officer

6.1.2. FREEDOM OF INFORMATION LAW – OFFER REDACTIONS (IF APPLICABLE)

5.9. All bids may be disclosed or used by DOH to the extent permitted by law. DOH may disclose a bid to any person for the purpose of assisting in evaluating the bid or for any other lawful purpose. All bids will become State agency records, which will be available to the public in accordance with the Freedom of Information Law (FOIL). Any portion of the bid that a bidder believes constitutes trade secret(s), critical infrastructure information, or information that if disclosed would cause substantial injury to the competitive position of the bidder and is entitled to confidential handling, as an exception to FOIL, must be clearly and specifically designated in the bid along with an explanation as to why the bidder believes that portion contains a trade secret, critical infrastructure information, or information that if disclosed would cause substantial injury to the competitive position of the bidder and is entitled to exemption under the Freedom of Information Law. In the event that DOH receives a FOIL request for a bid record, DOH will evaluate the request for confidential handling at that time. If DOH agrees that the identified information is entitled to confidential handling under FOIL, the designated portion of the bid will be withheld from public disclosure. Under FOIL, blanket assertions that the entire record is entitled to confidential handling, or unsupported conclusory assertions that any part of the record is entitled to confidential handling, cannot be accepted, and failure to specifically designate why material should be withheld from public release may be deemed a waiver of any right to confidential handling of such material.

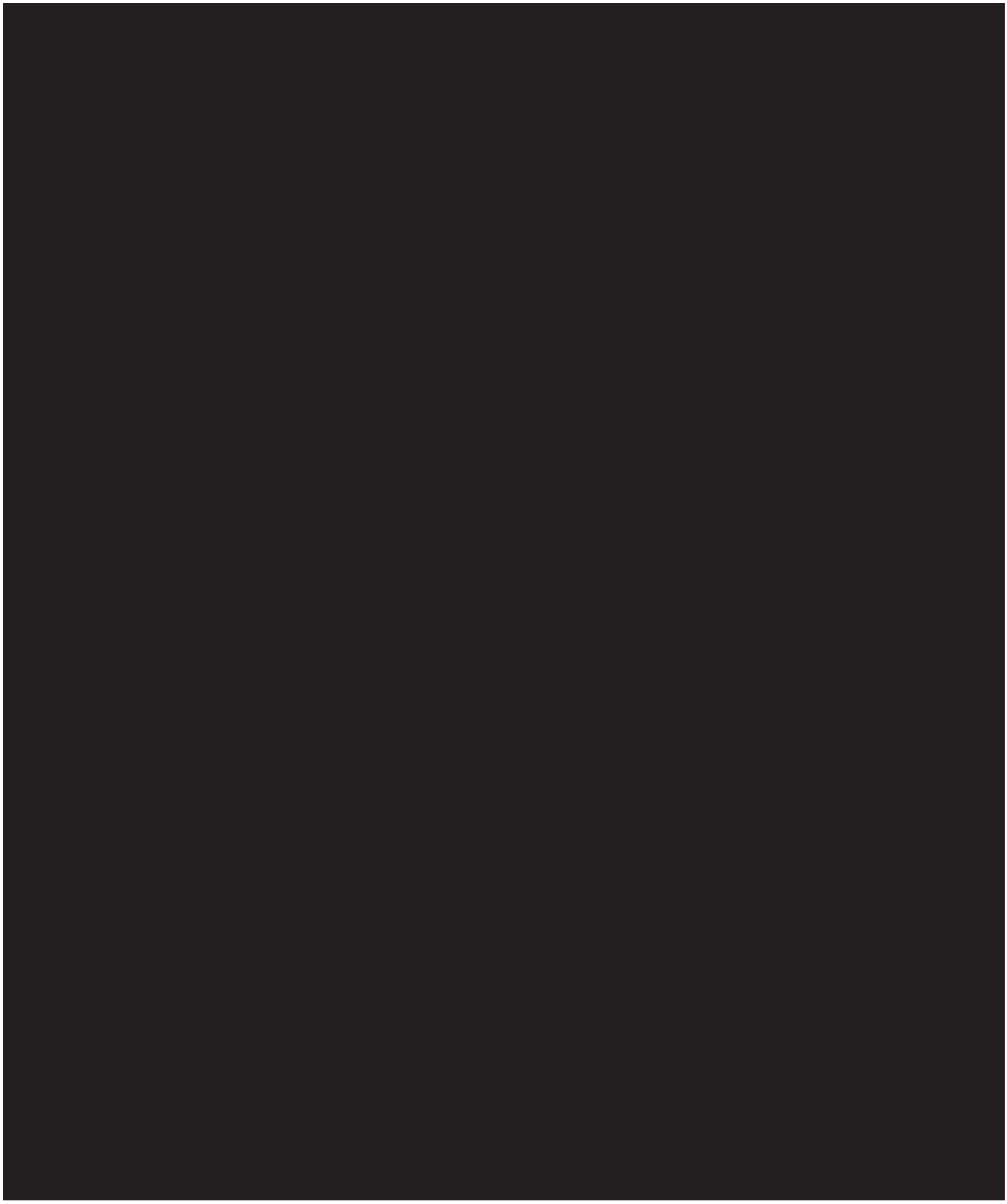
6.1.2 Freedom of Information Law – Proposal Redactions Bidders must clearly and specifically identify any portion of their proposal that a bidder believes constitutes proprietary information entitled to confidential handling as an exception to the Freedom of Information Law. See Section 5.9, (Freedom of Information Law)

Detailed Legal Analysis for Confidential Treatment

Request for Confidential/Proprietary Determination

[redacted]

[redacted]







ATTACHMENT 3

Vendor Responsibility Attestation

To comply with the Vendor Responsibility Requirements outlined in Section F-10 Administrative. Vendor Responsibility Questionnaire, I hereby certify:

Choose one:

☒ An on-line Vendor Responsibility Questionnaire has been updated or created at OSC's website: https://www.osc.state.ny.us/state-vendors/vendrep/vendrep-system within the last six months.

☐ A hard copy Vendor Responsibility Questionnaire is included with this proposal/bid and is dated within the last six months.

☐ A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental entities, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

Signature of Organization Official:

Print/type Name: Vincent Coppola

Title: Chief Executive Officer

Organization: Public Partnerships LLC (PPL)

Date Signed:

August 21, 2024

ATTACHMENT 6

Encouraging Use of New York Businesses in Contract Performance

I. Background

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, bidders/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.

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing service and technology. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects bidders/ proposers to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

II. Required Identifying Information

Bidders/proposers can demonstrate their commitment to the use of New York State businesses by responding to the question below:

Will New York State Businesses be used in the performance of this contract? ☑ Yes ☐ No

If yes, identify New York State businesses that will be used and attach identifying information. Information should include at a minimum: verifiable business name, New York address and business contact information

Business Name	Business Address	Contact Name	Contact Phone	Contact Email Address
Atrium Staffing	387 Park Ave South, 3rd Floor, New York, NY 10016	Adam Samples	732.902.5911	asamples@atriumstaff.com
International Workplaces Group PLC	401 New Karner Rd, Suite 301, Albany, NY 12205	Don Dixon	469.456.8127	Don.Dixon@iwgplc.com
Cathedral Corporation	632 Ellsworth Road, Rome, NY 13441	Mike Velasquez	732.239.8066	mvelsquez@cathedralcorporation.com
Mercury Envelope Co., Inc.	100 Merrick Rd., Ste. #204E, Rockville Centre, NY 11570	Alison Deutsch	516.678.6744	alisond@themercurycompanies.com
Willis Towers Watson, Inc.	200 Liberty Street, New York, NY 10281	Liza Radford	703.955.2324	Liza.Radford@wtwco.com
Metlife,Inc.	200 Park Ave, New York, NY 10166	Sandy Erne	630.499.3671	Sandy.erne@metlifeservice.com
MBLM NYC LLC	22 West 27th St #4, New York, NY 10001	Rena Capri	212.979.8200	rcapri@mblm.com
Admiral Staffing Solutions	580 8th Ave 15th Floor New York, NY 10018	Ray Rafeek	212.714.3543	ray@admiralstaffing.com
Enterprise Solutions Products, Inc.	90 Sagamore St. Freeport, NY 11520	Wayne Corion	201.678.9200	info@eproducts.nyc
Concepts of Independent Choices, Inc.	120 Wall St, New York, NY 10005	Tony Caputo	212.293.9999	acaputo@coiny.org
Consumer Directed Choices, Inc.	7 Washington Sq., New York , NY 12205	Chris Graber	518.464.0810	chris@cdchoices.org
Chinese American Planning Council	45 Suffolk Street, New York, NY 10002	Wayne Ho	[redacted]	[redacted]
Angels in Your Home	55 Hoover Dr, Rochester, NY 14615		[redacted]	[redacted]
Access CNY, Inc.	1603 Court St., Syracuse, NY 13208		[redacted]	[redacted]
Access Supports for Living, Inc.	15 Fortune Road West, Middletown, NY, 10941	Ron Covalito	845.673.7132	rcolavito@asfl.org
Hamaspik Homecare	5 Pearlman Dr., Spring Valley, NY 10977	Asher Katz	888.426.2774	akatz@hamaspikcare.org
People, Inc.	1219 North Forest Road, Williamsville, NY 14221	Maralyn Millitello	716.817.7268	maralyn.militello@people-inc.org
ElderCare/At-Home Solutions/Health Care for All	111 Brook St, Scarsdale, NY 10583	Simon Aronshtein	718.441.6802	simon@homecare4all.org
NY Foundation for Senior Citizens	11 Park Place, New York, NY 10007	Linda Hoffman	212.962.7559	nyfscinc@aol.com

Please see attached for additional NY State Businesses used in the performance of this contract.

Business Name	Business Address	Contact Name	Contact Phone	Contact Email Address
Quality Touch CDPAP Agency	1725 W 12th St, New York, 11223	Angela Wilson	347.462.2610	qualitytouchcare@gmail.com
Jawonio	260 N. Little Tor Road, New York, 10956	Randi Rios-Castro	845.708.2029	Randi.Rios-Castro@jawonio.org
Caring Professionals	70-20 Austin St., Forest Hills, 11375	Julian Haggman	718.621.8189	jhagmann@caringprof.com
Burd Home Health	224 W 35th, New York, 10001	Adam Burdick	833.447.3326	cdpap@burdhomehealth.com
Ideal Home Health	2617 East 16th Street, Brooklyn, 11235	Alexander Litman	718.517.2424	alitman@idealhh.com
Committed Home Care	534 Delaware St., Buffalo, 14202	Yede Weiss	716.557.1100	yweiss@committedhc.com
Heritage Christian Services	275 Kenneth Drive, Rochester, 14623	Julie Owen	585.340.2000	jowen@heritagechristianservices.org
Magic Home Care	250 Avenue X, Brooklyn, 11223	Gennady Shafir	718.484.4900	info@magichcny.com
Special Touch	391 East 149th , Bronx, 10455	Evan Ostrovsky	718.627.1122	eostrovsky@specialtouchhomecare.com
Independent Health Care Services, Inc	1050 West Genesee St. Syracuse, NY 13204	Kate Rolf	315.477.9587	mkrolf@nascentiahealth.org
Community Care Home Health Services	2316 Lyell Ave, Rochester, 14606	Mark Gatien	888.886.2433	markg@communitycarehhs.com
Eagle Eye	1250 Ocean View Ave, Brooklyn, 11235	Anatoly “Toly” Popilevsky	718.550.3884	toly@eagleeyefv.com
Community Home Care Inc.	49 North Airmont Road, Montebello, 10901	Chaim Lieberman	855.466.3227	jfriedman@commhealthcare.com
Horizon Home Care	502 E Tremont Ave, Bronx, 10467	Chayim Weiss	845.208.2777	chayimweiss@gmail.com
All Metro	350 Northern Blvd, Albany, 12204	Seth Shapiro	518.426.0283	sshapiro@all-metro.com
Best Care, Inc.	50 Clinton Street, Hempstead, 11550	Bernhard Schiel	516.731.3770	bschiel@bestcare.com
People Care, Inc.	1649 61st St, Brooklyn, 11204	Mendy Kaff	212.631.7300	mendy@peoplecare.org
Personal Touch CDPAP	36-36 33rd St., Long Island City, 11106	Natalia Selezneva	718.368.6222	nselezneva@pthomecare.com
First Chinese Presbyterian	100 E Broadway Floor 4, New York, 10002	Sandra Cruz Marti	212.226.4910	scruzmarti@fcpnyc.org
AccentCare of New York	105 Court Street, Brooklyn, 11201	Joanna Ciampaglione	718.875.8900	jciampaglione@AccentCare.com
Premier Home Health Care Services, Inc.	1430 Broadway, Manhattan, 10018	Artie Schwabe	914.618.5906	arties@premierhomehealthcare.com
Cloud and Things	500 Federal Street, 2nd Floor, Troy, NY 12180	Robert Pennacchia	518.937.7197	Bobp@CloudandThings.com

ATTACHMENT 7
BIDDER'S CERTIFIED STATEMENTS

To be completed and included in the Administrative Proposal documents.

RFP 20524 – TITLE OF RFP: New York State Fiscal Intermediary Services
1. Information with regard to the Bidder
A. Provide the Bidder's name, address, telephone number, and fax number.
Name: Public Partnerships LLC (PPL)
Address: 8000 Avalon Blvd., Suite 300
City, State, ZIP Code: Alpharetta, GA 30009
Telephone Number (including area code): 855.243.8775
Fax Number (including area code): 833.852.9708
B. Provide the name, address, telephone number, and email address of the Bidder's Primary Contact with DOH with regard to this proposal.
Name: Alayna Bochenek
Address: 8000 Avalon Blvd., Suite 300
City, State, ZIP Code: Alpharetta, GA 30009
Telephone Number (including area code): 518.528.1965
Email Address: abochenek@pplfirst.com
2. By submitting a bid the Bidder acknowledges and agrees to all of the following: [Please note alteration of any language contained in this section may render a Bidder's proposal non-responsive.]
The Bidder certifies that it can and will provide and make available, at a minimum, all services as described in the RFP if selected for award.
Bidder acknowledges that, should any alternative proposals or extraneous terms be submitted with the Bidder's **proposal, such** alternative **proposals or extraneous terms will not be evaluated by the DOH.**
Bidder accepts, without any added conditions, qualifications or exceptions, the contract terms and conditions contained in this RFP including any exhibits and attachments, including, without limitation, Attachment 8 (DOH Agreement (Standard Contract)).
The Bidder is either registered to do business in NYS, or if formed or incorporated in a jurisdiction other than NYS, can provide a Certificate of Good Standing from the applicable jurisdiction or provide an explanation, subject to the sole satisfaction of the Department, why a Certificate of Good Standing is not available, and if selected, the successful Bidder will register to do business in NYS.
By submission of this bid, the Bidder and each person signing on behalf of the Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that the Bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section 201-g of the New York State Labor Law.

A. The Bidder is (check as applicable):

- ☐ A New York State Certified Minority-Owned Business Enterprise
- ☐ A New York State Certified Woman-Owned Business Enterprise
- ☐ A New York State Certified Minority and Woman-Owned Business Enterprise (Dual Certified)
- ☑ None of the above

B. Provide the name, title, address, telephone number, and email address of the person authorized to receive Notices with regard to the Contract which will be entered into with the successful Bidder by the Department as a result of this procurement. See Section M of the NYS DOH Contract (Attachment 8), NOTICES.

Name: Vincent Coppola

Title: Chief Executive Officer

Address: 8000 Avalon Blvd., Suite 300

City, State, ZIP Code: Alpharetta, GA 30009

Telephone Number (including area code): 470.890.0354

Email Address: vcoppola@pplfirst.com

C. Bidder's Taxpayer Identification Number:

[redacted]

D. Bidder's NYS Vendor Identification Number, if currently enrolled:

04-3468852

3. By my signature on this Attachment 7, I certify to the statements made above in Section 2 and that I am authorized to bind the Bidder contractually. Furthermore, I certify that all information provided in connection with the Bidder's proposal is true and accurate.

Vincent Coppola
Typed or Printed Name of Authorized Representative of the Bidder

Chief Executive Officer
Title/Position of Authorized Representative of the Bidder


Signature of Authorized Representative of the Bidder

August 21, 2024
Date

Contract #:

New York State Required Certifications

Offerer's Certification of Adherence to Executive Order 177 Regarding Anti-Discriminatory Policies and Practices

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.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Offerer hereby certifies 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.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

Offerer Certification: *I certify adherence to Executive Order No. 177*



Signature

August 21, 2024

Date

Printed Name

Vincent Coppola

Title

Chief Executive Officer

Offerer Name

Public Partnerships LLC (PPL)

Offerer Street Address

8000 Avalon Blvd., Suite 300

City	State	Zip Code
Alpharetta	GA	30009

Attachment 12 - EO16 Certification

New York State Required Certifications

Contract #:

Offerer's Certification of Adherence to Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia

Executive Order No. 16 provides that "all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia." The complete text of Executive Order No. 16 can be found here.

The Executive Order remains in effect while sanctions imposed by the federal government are in effect.

Accordingly, Offerers who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an "entity conducting business operations in Russia" means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership. Is Offerer an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

- [x] 1. No, Offerer does not conduct business operations in Russia within the meaning of Executive Order No. 16.
- [ ] 2a. Yes, Offerer conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)
- [ ] 2b. Yes, Offerer conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)
- [ ] 3. Yes, Offerer conducts business operations in Russia within the meaning of Executive Order No. 16

The undersigned certifies under penalties of perjury that they are knowledgeable about the Offerer's business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Offerer's Name (legal entity)

Public Partnerships LLC (PPL)

Signature

August 21, 2024

Date

Printed Name of Person Signing this Form

Vincent Coppola

Title of Person Signing this Form

Chief Executive Officer

M/WBE Form #1

NEW YORK STATE DEPARTMENT OF HEALTH M/WBE UTILIZATION PLAN

Bidder/Contractor Name: Public Partnerships LLC (PPL)	
Vendor ID: NYS Dept. Of State ID #3948487	**Email:** abochenek@pplfirst.com **Phone:** 518.528.1965 201.201.4186
RFP/Contract Title: New York State Fiscal Intermediary Services	**RFP/Contract No.** #20524

Description of Plan to Meet M/WBE Goals

While there is not an M/WBE requirement, we are proposing a 0.5% (½ of 1%) commitment to use an MBE, Cloud and Things, for staff augmentation for IT roles. For the proposed FI subcontractors, that are subject to DOH approval, the majority of these companies are New York-based Minority or Women-Owned businesses. However, due to the timing of the procurement, they were unable to complete registration in the M/WBE database. While this RFP does not require M/WBE participation, if awarded, we would work with the state to ensure our subcontractors complete their applications and update M/WBE goals accordingly.

PROJECTED M/WBE USAGE

	%	Amount
1. **Total Dollar Value of Proposal Bid**	100	$ 1,037,628,000
2. **MBE Goal Applied to the Contract**	0.5%	$ 5,188,140
3. **WBE Goal Applied to the Contract**	0.0	$
4. **M/WBE Combined Totals**	0.5%	$ 5,188,140

"Making false representation or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Firms that do not perform commercially useful functions may not be counted toward MWBE utilization."

M/WBE Form #1

NEW YORK STATE DEPARTMENT OF HEALTH M/WBE UTILIZATION PLAN

MINORITY OWNED BUSINESS ENTERPRISE (MBE) INFORMATION

In order to achieve the MBE Goals, bidder expects to subcontract with New York State certified MINORITY-OWNED entities as follows:

MBE Firm (Exactly as Registered)	Description of Work (Products/Services) [MBE]	Projected MBE Dollar Amount
Name Address [redacted] City, State, ZIP Employer [redacted] I.D.(FEIN) [redacted] Telephone Number (518)937 -7197	[redacted]	$ 5,188,140.
Name Address City, State, ZIP Employer I.D.(FEIN) Telephone Number ( ) -		$
Name Address City, State, ZIP Employer I.D. Telephone Number ( ) -		$

M/WBE Form #1

NEW YORK STATE DEPARTMENT OF HEALTH M/WBE UTILIZATION PLAN

WOMEN OWNED BUSINESS ENTERPRISE (WBE) INFORMATION

In order to achieve the WBE Goals, bidder expects to subcontract with New York State certified WOMEN-OWNED entities as follows:

WBE Firm (Exactly as Registered)	Description of Work (Products/Services) [WBE]	Projected WBE Dollar Amount
Name Address City, State, ZIP Employer I.D. Telephone Number ( ) -		$_____
Name Address City, State, ZIP Employer I.D. Telephone Number ( ) -		$_____
Name Address City, State, ZIP Employer I.D. Telephone Number ( ) -		$_____

MWBE Form #2 - MWBE Utilization Waiver Request

DETAILED MWBE FORMS INSTRUCTIONS

"Form #1 MWBE Utilization Plans" that commit to a goal % less than the stated MWBE goal percentage in procurement must be accompanied by a "Form#2 MWBE Utilization Waiver Request". A Bidder/Contractor may qualify for a partial or total waiver of the MWBE goal requirements established on a State contract only upon the submission of a waiver form by a Bidder/Contractor, documenting good-faith efforts by the Contractor to meet the goal requirements of the state contract and a consideration of applicable factors. The ability to subcontract with M/WBEs and separately the ability to purchase from M/WBEs must be addressed in attachments on all waiver requests.

Fill out the header with the name of the Bidder/Contractor requesting the waiver under Offeror/Contractor Name, include your Federal Identification ID, Address, Solicitation/Contract Number, and M/WBE Goals. Check off the appropriate box for the type of waiver that is being requested and whether it is a total or partial waiver. If the Waiver is Pending ESD Certification, meaning the subcontractor has applied for certification with Empire State Development, check off that box and state the date that they applied for certification. Directly below the Pending ESD Certification area, sign and date the waiver. Provide the name of the preparer as well as a telephone number and email address (Bidder/Contractor direct contact number of people authorized to discuss submission).

The following attachments should be provided:

1. A statement setting forth your basis for requesting a partial or total waiver. The statement should at a minimum include the services being subcontracted out and why a portion of those services cannot be subcontracted to certified MWBE(s). In addition, statement must also include what purchases of equipment and supplies are being made and why those purchases cannot be provided by certified MWBE(s).

2. The names of general circulation, trade association, and M/WBE-oriented publications in which you solicited certified M/WBEs for the purposes of complying with your participation goals related to this contract.

3. A list identifying the date(s) that all solicitations for certified M/WBE participation were published in any of the above publications.

4. A list of all certified M/WBEs appearing in the NYS Directory of Certified Firms that were solicited for purposes of complying with your certified M/WBE participation levels.

5. Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation if an identical solicitation was made to all certified M/WBEs.

6. Provide copies of responses to your solicitations received by you from certified M/WBEs.

7. Provide a description of any contract documents, plans, or specifications made available to certified M/WBEs for purposes of soliciting their bids and the date and manner in which these documents were made available.

8. Provide documentation of any negotiations between you, the Bidder/Contractor, and the M/WBEs undertaken for purposes of complying with the certified M/WBE participation goals.

9. Provide any other information you deem relevant which may help us in evaluating your request for a waiver.

*** All attachments are created by the entity requesting the waiver. These are self-generated attachments and are not provided by the agency.**

MWBE Form #2

NEW YORK STATE DEPARMENT OF HEALTH MWBE UTILIZATION WAIVER REQUEST

Bidder:	**Federal Identification No.:**
Address:	**Solicitation/Contract No.:**
City, State, Zip Code:	**M/WBE Goals: MBE % WBE %** (From Lines 2&3 of Form 1)

By submitting this form and the required information, the officer or/contractor certifies that every Good Faith Effort has been taken to promote M/WBE participation pursuant to the M/WBE requirements set forth under the contract.

Contractor is requesting a:

☐ **MBE Waiver – A waiver of the MBE Goal for this procurement is requested. Total / Partial**

☐ **WBE Waiver – A waiver of the MBE Goal for this procurement is requested. Total / Partial**

☐ **Waiver Pending ESD Certification** – (Check here if subcontractors or suppliers of Contractor are not certified M/WBE, but an application for certification has been filed with Empire State Development.)

Date of such filing with Empire State Development:

If a total or partial waiver is requested, appropriate supporting documentation as outlined in the Detailed MWBE Form Instructions is required.

PREPARED BY (Signature) **Date:**

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A AND 5 NYCRR PART 143. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.

Name and Title of Preparer (Printed or Typed):	**Telephone Number:**	**Email Address:**

Submit with the bid or proposal or if submitting after award submit to: mwbe@health.ny.gov

*********** FOR BOC-MWBE USE ONLY **********

REVIEWED BY: **DATE:**

Waiver Granted: ☐YES ☐NO

MBE: ☐ WBE: ☐

Total Waiver **☐Partial Waiver**

ESD Certification Waiver **☐*Conditional**

Notice of Deficiency Issued _____

STAFFING PLAN (Form 4)

Submit with Bid or Proposal

General instructions: All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (MWBE 101) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form for the contractor's and/or subcontractor's total work force.

Instructions for completing:

1. Enter the Solicitation number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate work force to be utilized on the contract or the Offerors' total work force.
4. Enter the total work force by EEO job category.
5. Break down the anticipated total work force by gender and enter under the heading 'Work force by Gender'
6. Break down the anticipated total work force by race/ethnic identification and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the OMWBE Permissible contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this form, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE-** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK-** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC-** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER-** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ALASKAN NATIVE)-** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

- **DISABLED INIDVIDUAL-** any person who:
  - has a physical or mental impairment that substantially limits one or more major life activity (ies)
  - has a record of such an impairment; or
  - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN -** a veteran who served at anytime between and including January 1, 1963 and May 7, 1975.
- **GENDER-** Male, Female or X

Case 1:26-cv-03601-OEM-JRC Document 47-6 Filed 09/11/26 Page 227 of 230 PageID #: 621

STAFFING PLAN (Form 4)

Solicitation No.: 20524	**Reporting Entity:**	**Report includes Contractor's/Subcontractor's:** ☐ Work force to be utilized on this contract X **Total work force**
Offeror's Name: Public Partnerships LLC (PPL)		x☐ Offeror ☐ Subcontractor **Subcontractor's name**_____
Offeror's Address: 8000 Avalon Blvd, Suite 300, Alpharetta, GA 30009		

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Total Work force	Work force by Gender			Work force by Race/Ethnic Identification																				
		Total Male (M)	Total Female (F)	Total X (X)	White (M)	White (F)	White (X)	Black (M)	Black (F)	Black (X)	Hispanic (M)	Hispanic (F)	Hispanic (X)	Asian (M)	Asian (F)	Asian (X)	Native American (M)	Native American (F)	Native American (X)	Disabled (M)	Disabled (F)	Disabled (X)	Veteran (M)	Veteran (F)	Veteran (X)
Officials/Administrators	24	7	17		5	11			1		1	1		1	2										
Professionals	973	259	714		97	236		32	185		36	166		57	54			4								
Technicians																									
Sales Workers																									
Office/Clerical																									
Craft Workers																									
Laborers																									
Service Workers																									
Temporary /Apprentices																									
Totals	997	266	731																						

PREPARED BY (Signature):	**TELEPHONE NO.:415.601.1780** **EMAIL ADDRESS:** VCoppola@PPLFirst.com	**DATE: August 21, 2024**
NAME AND TITLE OF PREPARER (Print or Type): **Vincent Coppola, CEO**	**Submit completed with bid or proposal MWBE 101 (Rev 03/11)**	

Case 1:26-cv-03601-OEM-JRC Document 47-6 Filed 09/11/26 Page 228 of 230 PageID #: 622

STAFFING PLAN (Form 4)

Solicitation No. 20524:	**Reporting Entity:** Subcontractor	**Report includes Contractor's/Subcontractor's:** □ Work force to be utilized on this contract X Total work force
Offeror's Name: Public Partnerships LC (PPL)		□ Offeror X Subcontractor
Offeror's Address: 8000 Avalon Blvd., Alpharetta, GA 30009		**Subcontractor's name** Technology Professionals Group Inc. (DBA Cloud and Things)

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Total Work force	Work force by Gender			Work force by Race/Ethnic Identification																							
		Total Male (M)	Total Female (F)	Total X (X)	White (M)	White (F)	White (X)	Black (M)	Black (F)	Black (X)	Hispanic (M)	Hispanic (F)	Hispanic (X)	Asian (M)	Asian (F)	Asian (X)	Native American (M)	Native American (F)	Native American (X)	Disabled (M)	Disabled (F)	Disabled (X)	Veteran (M)	Veteran (F)	Veteran (X)
Officials/Administrators	10	8	2	0	6	1	0	0	0	0	1	0	0	1	1	0	0	0	0	0	0	0	1	0	0
Professionals	28	16	12	0	11	6	0	1	1	0	1	0	0	3	4	0	0	1	0	0	0	0	0	0	0
Technicians	14	9	5	0	4	5	0	0	0	0	0	0	0	4	0	0	1	0	0	0	0	0	0	0	0
Sales Workers	3	1	2	0	1	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
Office/Clerical	4	4	0	0	2	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0
Craft Workers																									
Laborers																									
Service Workers																									
Temporary /Apprentices																									
Totals	59	38	21	0	24	13	0	2	1	0	2	1	0	9	5	0	1	1	0	0	0	0	1	0	0

PREPARED BY (Signature): Dimitri Koutsopoulos	**TELEPHONE NO.:** 518-633-8911 **EMAIL ADDRESS:** Dimitri@cloudandthings.com	**DATE:** 08/20/2024
NAME AND TITLE OF PREPARER (Print or Type): Dimitri Koutsopoulos - Director of Talent Management	**Submit completed with bid or proposal MWBE 101 (Rev 03/11)**	

Case 1:26-cv-03601-OEM-JRC Document 47-6 Filed 09/11/26 Page 229 of 230 PageID #: 623

- M/WBE Form #5 –

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

M/WBE AND EEO POLICY STATEMENT

I, Vincent Coppola, the (awardee/contractor) Public Partnerships LLC (PPL) agree to adopt the following policies with respect to the project being developed or services rendered at

New York State Fiscal Intermediary Services, RFP#: 20524

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the followingsteps:

Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations. Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

Vincent Coppola, Chief Executive Officer
Name & Title

August 21, 2024
Signature & Date

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.
(b)This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.
(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall 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.
(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

EXHIBIT E

(Redacted)



YOUR LIFE
YOUR CARE
YOUR PEOPLE

Board Meeting

October 16, 2024

© 2024 PPL | PROPRIETARY & CONFIDENTIAL

Case 1:26-cv-03601-OEM-JRC Document 47-7 Filed 09/11/26 Page 2 of 18 PageID #: 626

Board Members / Observers

(alphabetical)

Michael Barulich
DW Healthcare Partners

Vincent Coppola
President & CEO

Scott Gallin
Linden Capital Partners

Darin Gordon
Speire Healthcare Strategies

Miki Kapoor
Linden Capital Partners

Eric Moore
DW Healthcare Partners

William Mosakowski
PCG US

Doug Schillinger
DW Healthcare Partners
PPL Chairman of the Board

Invited Guests

Vicente Armendariz
EVP of Operations

Srithal Bellary
Chief Technology Officer

Colin Chilinski
DW Healthcare Partners

Sherwin Krug
Chief Financial Officer

Maria Perrin
Chief Growth Officer

Case 1:26-cv-03601-OEM-JRC Document 47-7 Filed 09/11/26 Page 3 of 18 PageID #: 627

©2024 PROPRIETARY & CONFIDENTIAL

CONFIDENTIAL PPL071773

AGENDA

I. CEO Update
II. Financial Statements
III. I&A and Operations Update
IV. Technology Update – including demo
V. Sales Pipeline Update
VI. New York Update and Implementation Plan
VII. Governance
VIII. Executive Session
IX. Audit Committee Meeting
X. Appendix

Case 1:26-cv-03601-OEM-JRC Document 47-7 Filed 09/11/26 Page 4 of 18 PageID #: 628

CEO Summary

Wins and Growth:

- **Won the NY CDPAP Contract!** Team is energized and has begun to execute on the implementation plan. This win is a game changer for PPL and also the self-direction market as a whole.
- Detailed contract negotiations are underway and NY DOH have been extremely collaborative throughout this process.
- [redacted]
- Closed $5.2M (w/o NY) new revenue ACV since last board meeting. Win rate is currently at 83% and we continue to aggressivelypursue new opportunities nationally.

Immediate Priorities:

- Successful implementation of the NY CDPAP Contract. We've developed our implementation strategy well before the formal award
- [redacted]
- Continue to build the team. Key hiring initiatives underway across all key functions.
- Managing a successful relocation to New York. Selected new Corporate HQ in Albany, NY, with a secondary hub location in NYC.

Results to August 2024 :

- [redacted]
- PPL existing business expected to continue to track above the reforecast for the remainder of the year. NY start-up expenses will be capitalized from the award date and amortized over 5 years from the go-live date.

©2024 PPL PROPRIETARY & CONFIDENTIAL

CONFIDENTIAL

Case 1:26-cv-03601-OEM-JRC Document 47-7 Filed 09/11/26 Page 5 of 18 PageID #: 629

CEO Summary cont.

People priorities:

- NY hiring is underway. In order to help ensure a smooth implementation, we are targeting professionals in New York with applicable domain experience/relationships (DOH, Medicaid etc).
- We need to onboard a NY CTO and NY VP of Finance. Efforts are underway to recruit experienced professionals in NY with Medicaid experience.
- Already onboarded or have signed offers for several key NY hires: VP of Operations, VP of Client Engagement, VP of PMO and a Director of HR.
- Ramping up staffing using internal recruiters and staffing agencies, as well as relationships we have in the NY market.

Tech priorities:

- Numerous Tech Projects in development, all needed for NY: PPL@Home (NextGen intake system), Workday Payroll and Benefits system and Data Lake (complete).
- Quicker burn down of Change Requests. Progress is slow due to the age of our systems. White Glove clients generally satisfied. NextGen will render the majority of Change Orders moot.
- Company will run legacy business on existing systems until after NY implemented. Tech Spend reductions will come after the full launch of NY (late 2025 into 2026)

Cash/Debt/Audit

- Significant spend on various technology projects, increased funding required on Program Loans and hiring for NY are placing pressure on cash flow.
- [redacted]
- [redacted]

©2024 PPL PROPRIETARY & CONFIDENTIAL

CONFIDENTIAL PPL071776

Case 1:26-cv-03601-OEM-JRC Document 47-7 #: 630 Filed 09/11/26 Page 6 of 18 PageID

FINANCIAL STATEMENTS
EIGHT MONTHS ENDED
AUGUST 31, 2024

(+ FLASH FOR SEPTEMBER)

Case 1:26-cv-03601-OEM-JRC Document 47-7 Filed 09/11/26 Page 7 of 18 PageID #: 631

PERSONNEL

Employees and Full Time Consultants

	1/1/2024	6/30/2024	10/11/2024	Projected 12/31/24 (with NY Staffing)	Projected 12/31/25 NY Staff
Employees	952	992	1,014	1,639	
Consultants	283	182	184	184	
Total Employees and Consultants	**1,235**	**1,174**	**1,198**	**1,823**	
New Jersey Direct	341	366	339	375	
New York Direct*	-	-	2	525	1,252
Technology Personnel (excluding NY Direct)	170	159	190	215	
All Other Personnel	724	649	667	708	
Total Employees and Consultants	**1,235**	**1,174**	**1,198**	**1,823**	

Leaders identified for New York:*	Start Date
Tech Implementation Manager	9/1/2024
Senior Director, Contract Manager	10/8/2024
VP, Operational Implementations	10/21/2024
Director, Communications	10/21/2024
Senior Director, Human Resources	10/29/2024
Director, Enrollment	11/1/2024
VP, Operations	11/4/2024
VP, Client Engagement	11/4/2024
VP, Project Management Office (pending offer)	11/4/2024
Director, Personal Assistant Support	11/4/2024

- The NY initiative requires 525 hires by the end of 2024 and the eventual hiring of 1,252 for the overall NY program.
- PPL is using a combination of internal recruiters, staffing agencies and consulting firms to hire NY program personnel. The majority will be located in NY state.

Case 1:26-cv-03601-OEM-JRC Document 47-7 Filed 09/11/26 Page 8 of 18 PageID #: 632

New York Update and Implementation Plan

Case 1:26-cv-03601-OEM-JRC Document 47-7 Filed 09/11/26 Page 9 of 18 PageID #: 623

Key activities since award notification

Key Activities Post Award

1. Contracting
2. Communications, media, government relations, community relations
3. Finalizing implementation plans, data needs/sources with DOH
4. Refining tech and operations requirements
5. Refining financial models
6. Hiring key staff
7. Implementing governance model and project plans

Continued execution of technology development and operational readiness for CDPAP

Case 1:26-cv-03601-OEM-JRC Document 47-7 Filed 09/11/26 Page 10 of 18 PageID #: 634

©2024 PPL PROPRIETARY & CONFIDENTIAL

CONFIDENTIAL PPL071804

Implementation planning was well underway before award announcement

We've taken proactive measures to scale governance processes and project management practices to execute NY's program implementation, including:

[redacted]

Implementation planning progress to date

- Developed Implementation Plan Framework

[redacted]

In-process of building a NY dedicated team

- Established NY org. chart – identified 1,200 staff (and qualifications) required to support market
- Of the 14 key leadership positions, 12 have already been filled
- Beginning next tier of key hires across all departments

Contracted with NY experts for execution support

- Technology and PMO consulting through former NYS CTO and other NYS technology leaders
- Financial model and MLTC negotiations support through HMA
- Legal support through former DOH General Counsel and two other law firms
- Staffing support through NY agency
- Ongoing support from lobbying, community relations, and PR firms

©2024 PPL

CONFIDENTIAL PPL071805

Case 1:26-cv-03601-OEM-JRC Document 47-7 Filed 09/11/26 Page 11 of 18 PageID #: 635

Imperative to have a locally-based, industry-tested leadership team

Key Staff Hiring Criteria

Location

- NY state
- Tri-state area
- Remote (exceptions only)

Industry Expertise

- 10+ years in Medicaid
  - Reimbursement
  - Operations
  - Claims
  - Regulatory
- 5+ years in NY state
  - Contracting

Competencies

- High DOH social capital
- High technical proficiency
- Demonstrated leadership
- Known entity
- Government healthcare knowledge/credentials

Case 1:26-cv-03601-OEM-JRC Document 47-7 Filed 09/11/26 Page 12 of 18 PageID #: 636

©2024 PPL PROPRIETARY & CONFIDENTIAL

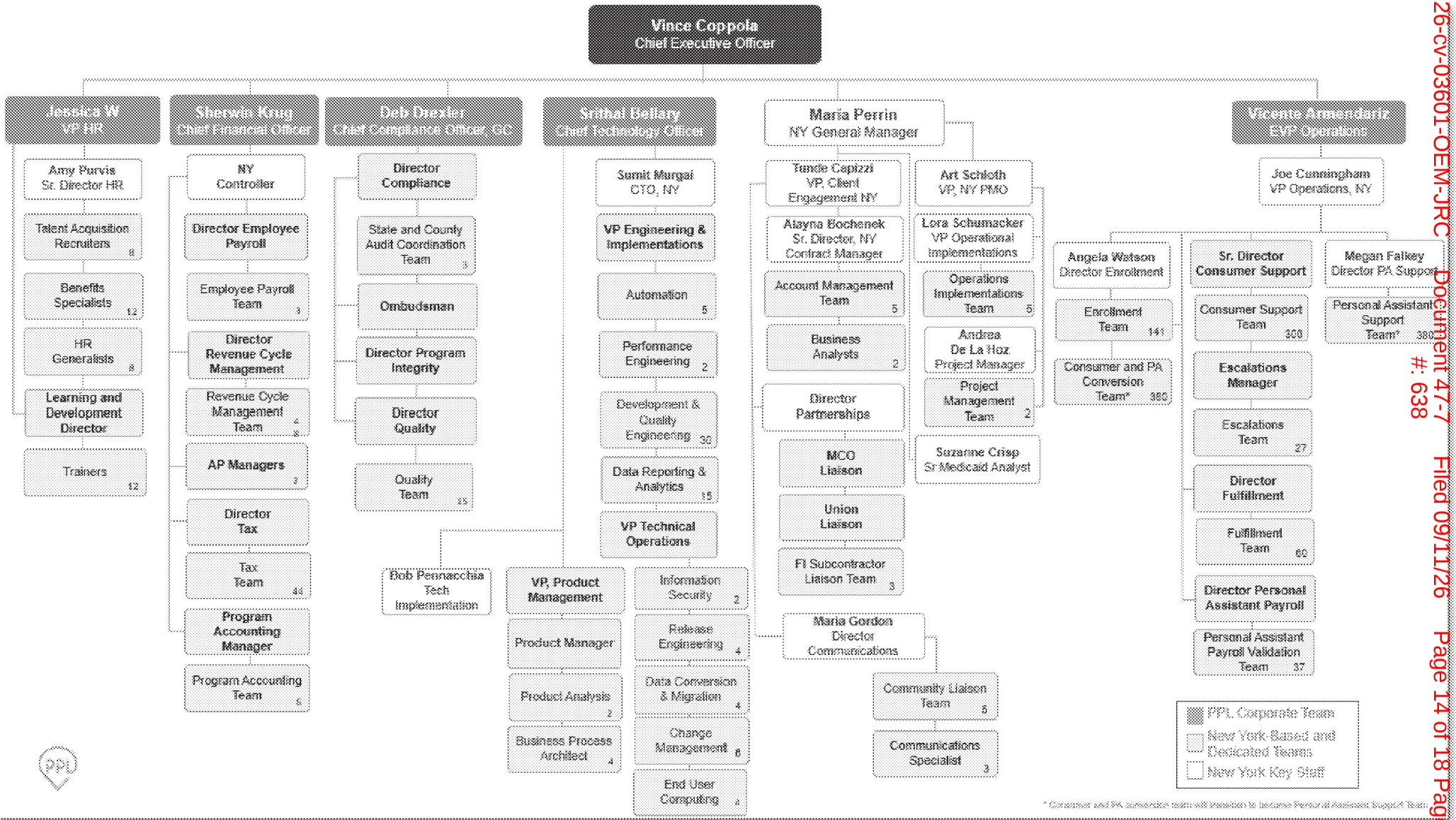
CONFIDENTIAL PPL071808

Overview of key operations hires and internal transfers supporting NY implementation

	Key Hires	Department	Location	Industry Expertise	Competencies	Transition
New Hires	Joe Cunningham VP NY Operations	Operations	Albany, NY	[redacted]	NY DOH Contracting, Operations, Workforce Management, DOH references	11/04
	Tunde Capizzi VP Client Engagement	Client Engagement	Tri-State		Government Solutions, MMIS Systems, NY DOH Contract Management, NY OHIP references	11/04
	Amelia Mayeaux VP NY PMO	PMO	Remote		PMO, Implementations, Operations, Client Services, PMP, CSOP certified	11/04
	Art Schloth Strategic Advisor	PMO	Albany, NY		NY DOH, PMO, Technology, Strategic Planning, Consulting, PMP, SAFe 6.0 Agilist	10/07
	Amy Purvis Sr. Director HR	Human Resources	Kingston, NY		Organizational Development, Change Management, Recruiting, Training	10/28
	Bob Pennacchia Tech Implementation	Technology	Albany, NY		NY DOH, OHIP references, IT, Consulting, Implementations	10/01
	Megan Falkey Director PA Support	Operations	Rochester, NY		Home Health, MLTC, Provider Engagement, NYS references, Registered Nurse	11/04
	Maria Gordon Dir, Communications	Communications	Tri-State		Communications, Content Management	10/21
Internal Transfers	Alayna Bochenek Contract Manager	Client Engagement	Saratoga, NY		DOH Contract Management, Account Management, DOH references	10/01
	Lora Schumacker VP Implementations	Growth/ Operations	Relocating		Operations, Implementations, Conversions, Information Systems	10/14
	Andrea De La Hoz Project Manager	PMO	Long Island, NY		Project Management, Education, NYS	11/04
	Angela Watson Director Enrollment	Operations	Relocating		Enrollment, Processing, Conversions, Fulfillment	11/11

Case 1:26-cv-03601-OEM-JRC Document 47-7 Filed 09/11/26 Page 13 of 18 PageID #: 637

Robust organizational structure to support both NY implementation and steady state



Note: Perrin is named GM, but daily GM oversight will be managed by Capizzi

©2024 PPL PROPRIETARY & CONFIDENTIAL

CONFIDENTIAL PPL071810

Case 1:26-cv-03601-OEM-JRC Document 47-7 Filed 09/11/26 Page 14 of 18 PageID #: 638

Focused execution of near-term priorities

Near-Term Areas of Focus

1. Finalize contract and client approval on transition strategy
2. Continued execution of NY hiring and onboarding plan
3. Refine financial model and prep for MLTC negotiations
4. Finalize subcontractor scope, workflows, integration
5. Execute communication plans and assist state with relations as needed
6. Operations readiness (NY offices, benefits, training, call center scripting, materials, etc.)
7. Technology readiness

Parallel effort to fortify the PPL legacy team and processes to minimize disruption and ensure continued growth and execution outside of NY

Case 1:26-cv-03601-OEM-JRC Document 47-7 Filed 09/11/26 Page 15 of 18 PageID #: 639

©2024 PPL PROPRIETARY & CONFIDENTIAL

CONFIDENTIAL PPL071812

GOVERNANCE

Case 1:26-cv-03601-CEM-JRC Document 47-7 Filed 09/11/26 Page 16 of 18 PageID #: 640

Approvals Required

- Approval of Prior Board Meeting Minutes.
- [redacted]
- [redacted]

Case 1:26-cv-03601-OEM-JRC Document 47-7 Filed 09/11/26 Page 17 of 18 PageID #: 641

©2024 PPL PROPRIETARY & CONFIDENTIAL

Summary

[redacted]

Case 1:26-cv-03601-OEM-JRC Document 47-7 Filed 09/11/26 Page 18 of 18 PageID #: 642

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,

Plaintiff,

v.

PUBLIC PARTNERSHIPS, LLC, *et. al*.

Defendants.

Case No. 1:cv-26-3601-OEM-JRC

[PROPOSED] ORDER

Upon consideration of Defendant Public Partnerships, LLC's ("Defendant's") Motion to Dismiss Counts I and II of the Complaint pursuant to Fed. R. Civ. P. 12(b)(1), 12(b)(6) and 12(f), Defendant's Memorandum of Law in Support, and any response thereto, Defendant's Motion is GRANTED.

IT IS HEREBY ORDERED that Plaintiff's Complaint as against Defendant Public Partnerships, LLC is dismissed with prejudice and without leave to amend.

SO ORDERED.

This _____ day of _____, 2026.

_____
Hon. Orelia E. Merchant
United States District Judge