



Office of the Medicaid Inspector General

New York State
Office of the Medicaid Inspector General
DIVISION OF MEDICAID AUDIT
BUREAU OF PROVIDER AUDIT

REQUEST FOR PROPOSAL (RFP)

For

Home Health Care Medicare Maximization Services (HHC MMX)

RFP# OMIG 26-23

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

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PROPOSALS MUST BE SENT TO THE ABOVE EMAIL ADDRESS ONLY

INTENT TO OFFER OR NOT TO OFFER

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

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

By signing you certify your explicit authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this RFP, including all appendices and attachments thereto, and that all information provided is complete, true, and accurate. By signing, Offeror affirms that it understands and agrees to comply with the procedures related to permissible contacts as required by State Finance Law § 139-j(3) and § 139-j(6)(b).

- RFP Schedule of Events -

EVENT	DATE	TIME
Release of RFP	10/16/26	
Written questions due from Offeror(s)	10/23/26	2:30 pm EST
Official response to Offeror's questions due (estimated)	10/30/26	
Closing date for receipt of Proposals (Proposals Due)	11/06/26	2:30 pm EST
Selection of Prospective Contractor(s) (estimated)	12/30/26	
Contract approved by Office of Attorney General (estimated)	03/12/27	
Contract approved by Office of State Comptroller (estimated)	06/10/27	
Contract Commencement	07/01/27	

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I. GENERAL INFORMATION

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

A. PARAGRAPH HEADINGS

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

B. ISSUING AGENCY

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

C. AGENCY BACKGROUND

OMIG was established by State statute as a separate, independent entity within New York State Department of Health (DOH) to improve and preserve the integrity of the New York State Medicaid Program by conducting and coordinating fraud, waste, and abuse control activities for all State agencies responsible for services funded by Medicaid.

OMIG achieves its goal of effectively carrying out its mission by, but is not limited to:

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

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

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

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

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

More information about OMIG can be found on the website <http://www.omig.ny.gov/>.

D. PROGRAM DESCRIPTION

The Home Health Care Medicare Maximization Services (HHC MMX) program is housed within OMIG's Division of Medicaid Audit, Bureau of Provider Audit. The program is designed to maximize Medicare coverage for dual eligible recipients who receive home health care services paid by Medicaid.

Under the program, OMIG and its Contractor pursue Medicare coverage for home health services through the Medicare Administrative Appeals Process when Medicaid has paid for fee-for-service claims that may have been covered by Medicare. If Medicare coverage is obtained, Medicare reimburses the home health provider for the approved services, and the provider is required to return the amounts paid by Medicare to New York State.

The HHC MMX program also includes audit and recovery activities involving providers that fail to comply with Medicare demand billing requirements, fail to return amounts paid by Medicare, or otherwise fail to comply with program directives.

The program supports OMIG's broader responsibility to ensure that Medicaid remains the payer of last resort and that all legally liable third-party coverage is pursued in accordance with Federal and State law.

E. PROGRAM BACKGROUND

In 2003, New York State entered into an agreement with the Centers for Medicare and Medicaid Services (CMS) to participate in a Home Health Demonstration Project (Demonstration Project) for dual eligible individuals enrolled in both Medicare and Medicaid. The Demonstration Project utilized a sampling methodology to determine Medicare liability for home health services that had been paid by Medicaid.

The Demonstration Project operated through multiple Federal fiscal years and recovered approximately \$1.7 billion in improper Medicaid payments.

Following expiration of the Demonstration Project, New York State was required to return to a traditional case-by-case Medicare appeals process. This process requires medical, legal, operational, and provider coordination activities necessary to pursue Medicare coverage through all available levels of the Medicare Administrative Appeals Process.

OMIG has also participated in alternative Medicare dispute resolution initiatives, including the Settlement Conference Facilitation (SCF) pilot program conducted in collaboration with CMS. While no alternative Medicare recovery initiative is currently authorized, OMIG reserves the right to modify operational processes in response to future Federal or State regulatory, statutory, policy, or programmatic requirements.

Accordingly, the Contractor must maintain operational flexibility and the ability to adapt program operations throughout the term of the contract.

F. PURPOSE OF THIS RFP

OMIG is seeking a qualified Contractor to perform HHC MMX under the direction of OMIG's Bureau of Provider Audit.

The Contractor will support OMIG's efforts to maximize Medicare coverage for dual eligible Medicare and Medicaid recipients who receive home health services paid by Medicaid. Responsibilities include data analysis/case selection, Medicare appeals processing, provider coordination, audit and recovery support, reporting, provider education, and related operational activities necessary to support the HHC MMX program.

The Contractor shall utilize all available Medicare appeal procedures and coordinate activities with providers, Medicare contractors, administrative review entities, and other stakeholders as necessary to support Medicare recoveries and compliance with program requirements.

The Contractor will also support audit and recovery activities involving providers that fail to complete Medicare demand billing requirements, fail to return amounts paid by Medicare, or otherwise fail to comply with HHC MMX directives.

OMIG intends for the resultant contract to support efficient Medicare appeal and recovery operations, improve provider compliance, reduce unnecessary administrative burden where possible, and maintain positive working relationships with the provider community and other stakeholders.

Because Federal and State healthcare regulations, Medicare policies, and Medicaid Managed Care requirements may change during the term of the contract, the Contractor must maintain operational flexibility and be capable of adapting program processes and methodologies as directed by OMIG.

G. ANTICIPATED VOLUME

The NYS Medicaid program currently covers a significant volume of Medicaid-paid home health services provided to dual eligible recipients on a fee-for-service basis.

The Contractor must be capable of supporting large-scale Medicare appeal, audit, recovery, and reporting operations. Current program activity may involve:

1. Over 3,500 fee-for-service dual eligible recipients receiving home health services annually;
2. Medicaid expenditures exceeding \$94 million annually for episodic payments;
3. approximately 1,700 fee-for-service recipient cases selected annually for Medicare appeal; and
4. potential expansion into Medicaid Managed Care populations involving substantially greater recipient and claim volumes.

The Contractor must be capable of processing claim volumes that may exceed 100,000 claims annually and must maintain sufficient operational scalability to adapt to changing Federal and State healthcare policies, Medicare regulations, Medicaid Managed Care initiatives, and program directives.

The Contractor must also be capable of adapting operational processes to future program expansion, alternative Medicare recovery initiatives, and changes to Medicaid Managed Care policies, as directed by OMIG.

H. DOMESTIC OPERATIONS

All Offeror functions and procedures must be in full compliance with federal and state laws and regulations. To that end, the Offeror must attest (Attachment 6: Attestation of Domestic Operations) that all work to be performed in relation to the resultant contract will be performed by the Contractor, its staff, affiliates, and/or business partners, within the United States. No data acquired pursuant to the use of the resultant contract is, was, or will be accessed, utilized, stored, transmitted, maintained or distributed outside the United States.

II. SCOPE OF WORK

The Contractor shall perform all operational, medical, legal, audit, reporting, recovery, provider-relations, and administrative activities necessary to support OMIG's HHC MMX program.

The Contractor must maintain operational capability to manage and implement all available Medicare appeal processes, including but not limited to provider coordination, recovery operations, audit functions, reporting requirements, provider education activities, and related program responsibilities throughout the term of the contract.

The Contractor shall work collaboratively with OMIG and other stakeholders and must maintain operational flexibility to accommodate changes in Federal and State law, regulation, policy, Medicare procedures, Medicaid Managed Care requirements, and OMIG program directives.

A. HHC MMX APPEALS PROCESS

The Contractor shall perform all activities necessary to support Medicare coordination-of-benefits and appeals efforts intended to maximize Medicare coverage for dual eligible recipients receiving home health services paid by Medicaid.

Responsibilities include but are not limited to:

1. requesting and analyzing claims data;
2. identifying and developing recipient cases for Medicare coverage determinations;
3. performing medical and legal reviews and briefs to optimize Medicare coverage of denied claims for all available levels of appeal;
4. monitoring provider compliance with all Medicare demand billing and claims submission processes and return of overpayments;
5. reporting instances of provider noncompliance with program requirements;
6. coordinating program activities with providers, Medicare contractors, and other stakeholders in pursuit of Medicare coverage;
7. working with CMS and the Medicare Administrative Contractors to address any issues that develop;
8. filing, pursuing, and tracking appeals and recoveries through all available levels of the Medicare Administrative Appeals Process;
9. providing assistance and education to providers to improve compliance with demand billing and claims submission processes;
10. preparing appeals status reports and other operational documentation; and
11. providing expert testimony/opinions at Medicaid and Medicare administrative hearings.

The Contractor shall support recovery efforts related to Medicare coverage determinations involving the following home health services:

1. Skilled Nursing Services;
2. Home Health Aide Services;
3. Physical Therapy Services;
4. Occupational Therapy Services;
5. Speech-Language Pathology Services; and
6. Medical Social Services.

The Contractor must maintain operational processes capable of adapting to evolving Medicare and Medicaid program policies, regulatory changes, operational requirements, and OMIG directives throughout the term of the contract.

B. AUDIT PROCESS

The Contractor shall support OMIG audit and recovery activities involving providers that fail to comply with Medicare demand billing requirements, fail to return amounts paid by Medicare, or otherwise fail to comply with HHC MMX program directives.

Responsibilities include but are not limited to:

1. monitoring and reporting provider non-compliance with all Medicare demand billing and claims submission requirements and return of overpayments;
2. preparing audit workpapers and reports;
3. maintaining audit files and provider communication records;
4. coordinating audit-related provider communications;
5. reviewing provider-submitted documentation;
6. supporting reconciliation activities;
7. preparing audit status reports;
8. supporting OMIG recovery activities; and
9. providing expert audit opinions and testimony at Medicaid administrative hearings.

The Contractor shall maintain audit processes capable of supporting accurate tracking of recoveries, operational accountability, provider compliance monitoring, and compliance with OMIG audit and recovery requirements.

C. COMPREHENSIVE RECOVERY PROCESS

The Contractor shall utilize a comprehensive recovery and reconciliation process supporting OMIG's recovery of funds inappropriately paid by Medicaid for Medicare-covered services previously paid by Medicaid.

Responsibilities include but are not limited to:

1. monitoring lockbox and automated clearing house (ACH) recovery activity;
2. supporting recovery reconciliation activities;
3. maintaining recovery tracking systems;
4. reviewing provider remittance documentation;
5. preparing fiscal and recovery reports;
6. resolving discrepancies related to recoveries and reconciliations;
7. supporting OMIG collection and withhold activities; and
8. maintaining documentation supporting recovery accountability and reconciliation accuracy.

The Contractor shall maintain processes capable of supporting accurate accounting, reconciliation, recovery visibility, and operational accountability throughout the term of the contract.

OMIG reserves the right to modify recovery processes, lockbox responsibilities, electronic payment methodologies, and reconciliation procedures throughout the term of the contract.

D. REPORTING AND TECHNOLOGY

The Contractor shall maintain reporting, information-system, and technology capabilities sufficient to support all operational, appeals, audit, recovery, provider-relations, and administrative activities associated with the HHC MMX program.

The Contractor must maintain systems capable of:

1. tracking all Medicare appeals activity;
2. tracking recoveries and reconciliations;
3. monitoring provider compliance activities;
4. supporting all audit operations;
5. generating operational and financial reporting;
6. supporting ad hoc reporting requests;
7. maintaining large volumes of operational documentation and communication records;
8. supporting OMIG oversight and program administration activities; and
9. maintaining a toll-free phone line and dedicated email for provider inquiries and provision of program-related assistance.

The Contractor shall provide reports and operational data in formats and at intervals determined by OMIG.

Reporting capabilities must provide OMIG with visibility into:

1. Medicare appeals activity;
2. recovery activity and reconciliation status;
3. provider compliance activities;
4. audit activities;
5. operational inventories;
6. lockbox and ACH activity; and
7. other operational metrics required by OMIG.

The Contractor shall maintain all hardware, software, electronic-access capabilities, and related technical infrastructure necessary to support HHC MMX operations and satisfy the requirements of the resultant contract.

The Contractor is expected to utilize automation and technology solutions, where appropriate, to:

1. improve operational efficiency;
2. reduce unnecessary administrative burden;
3. improve reporting visibility;
4. support provider coordination activities; and
5. support effective HHC MMX program administration.

The Proposal should describe the Offeror's:

1. information-system capabilities;
2. reporting methodologies;
3. automation and technology solutions;
4. operational reporting capabilities;
5. recovery-tracking methodologies; and
6. technological enhancements proposed to improve HHC MMX operations.

E. PROVIDER EDUCATION

Historically, OMIG and its Contractors have maintained collaborative working relationships with the home health provider community and related stakeholders. It is OMIG's intent to continue fostering these relationships throughout the term of the resultant contract.

Accordingly, in coordination with OMIG, the Contractor shall develop and maintain provider outreach and education activities designed to enhance understanding of HHC MMX program requirements, Medicare coordination-of-benefits processes, and compliance with applicable program directives.

The Contractor shall develop and conduct Medicare third-party liability coordination-of-benefits training programs for CHHAs and other stakeholders, as directed by OMIG. Training activities shall support provider understanding of Medicare coverage requirements, Medicare demand billing obligations, documentation requirements, appeals processes, and recovery-related responsibilities associated with the HHC MMX program.

The Contractor shall maintain processes capable of supporting ongoing provider communication, education, and operational coordination throughout the term of the contract.

The Proposal should describe the Offeror's proposed provider-education methodologies, training capabilities, outreach strategies, and approaches for improving provider compliance and operational coordination related to HHC MMX activities.

F. RECORD RETENTION

The Contractor shall develop and maintain all hardware and software used to support the HHC MMX program, and must maintain and produce all records, documentation, correspondence, communications, and operational materials created or obtained in connection with the performance of the resultant contract.

Records shall include, but are not limited to:

1. electronic records;
2. hard-copy records;
3. emails;

4. notes;
5. spreadsheets;
6. phone logs;
7. memoranda;
8. word-processing documents;
9. all program related correspondence;
10. provider communications;
11. audit documentation;
12. appeals documentation;
13. recovery documentation;
14. operational reports; and
15. other records associated with HHC MMX activities.

All records shall be maintained in formats acceptable to OMIG and shall be made available to OMIG upon request.

The Contractor shall utilize record-retention practices sufficient to support audit activities, operational oversight, regulatory compliance, litigation support, and program accountability requirements throughout the term of the contract, plus an additional six (6) years thereafter.

G. ORGANIZATIONAL CAPABILITY AND EXPERIENCE

The Proposal must demonstrate the Offeror's and any proposed subcontractor's organizational capability, operational resources, staffing expertise, and five (5) years of relevant experience necessary to successfully perform the HHC MMX services described in this RFP.

Failure to adequately respond to the requirements of this section may result in disqualification of the Proposal.

The Proposal must demonstrate:

1. organizational experience relevant to Medicare maximization, healthcare recovery operations, healthcare audit functions, appeals processing, or similar healthcare program operations;
2. operational capability to manage large-scale healthcare recovery and appeals activities;
3. experience performing comparable services for governmental or commercial healthcare entities;
4. sufficient staffing and organizational resources to support HHC MMX operations;
5. a plan for coordinating with CMS, Medicare Administrative Contractors, providers, and other healthcare stakeholders; and
6. the ability to adapt operational processes in response to regulatory, legal, and programmatic changes.

The Proposal must include:

1. organizational background and history;
2. organizational mission and operational focus;
3. relevant prior contract and project experience;
4. subcontractor relationships, if applicable;
5. organizational references;
6. staffing and operational resources;
7. descriptions of prior healthcare recovery, Medicare appeals, or audit-related experience; and
8. disclosures of prior sanctions, penalties, corrective actions, or findings of non-compliance relating to healthcare operations, government contracting, or regulatory compliance within the last three (3) years.

The Proposal shall identify all relevant contracts or projects performed within the last three (3) years involving healthcare recovery operations, Medicare appeals, healthcare audit services, or similar program activities.

For each identified contract or project, the Proposal should include:

1. client name;
2. project description;
3. period of performance;
4. scope of services;
5. subcontractor involvement, if applicable;
6. whether the work was performed as a prime contractor or subcontractor; and
7. relevant operational outcomes or accomplishments.

The Proposal shall also include:

1. references for relevant projects;
2. contact information for client representatives;
3. contract execution and performance dates; and
4. all contracts awarded by New York State within the last three (3) years relevant to the services contemplated by this RFP.

The Proposal must include a signed release authorizing OMIG to obtain evaluative information, including site-review information relating to contracts or projects identified in the Proposal.

If the Offeror or subcontractor maintains established operational relationships with CMS, Medicare Administrative Contractors, CHHAs, or other entities relevant to HHC MMX operations, the Proposal should describe those relationships. If such relationships are not currently established, the Proposal should describe how they would be developed and maintained.

The Proposal should further describe how the Offeror's proposed HHC MMX operational model:

1. improves operational efficiency;
2. supports Medicare recoveries;
3. enhances provider coordination;
4. improves reporting visibility;
5. reduces unnecessary administrative burden; and
6. supports OMIG program objectives.

H. PROPOSED ENHANCEMENTS & IMPROVEMENTS

The Proposal should describe any operational enhancements, process improvements, automation strategies, reporting innovations, provider-coordination methodologies, or recovery optimization approaches proposed by the Offeror to improve HHC MMX program performance.

The Proposal should describe how the proposed HHC MMX operational model:

1. improves recovery outcomes;
2. enhances provider coordination;
3. improves operational efficiency;
4. reduces unnecessary administrative burden;
5. improves reporting visibility; and
6. supports OMIG program objectives.

The Proposal should also describe any proposed methodologies designed to:

1. improve identification of dual eligible recipients likely to qualify for Medicare coverage;
2. improve targeting of home health claims and providers with high Medicare recovery potential;
3. improve operational scalability;
4. improve audit and reconciliation accuracy; or
5. improve overall HHC MMX operational effectiveness.

If the Offeror or subcontractor maintains existing relationships with CMS, Medicare Administrative Contractors, or New York CHHAs relevant to HHC MMX operations, the Proposal should describe those relationships. If such relationships are not currently established, the Proposal should describe how such relationships would be developed and maintained throughout the term of the contract.

III. OFFICE AND STAFFING REQUIREMENTS

The Contractor must maintain sufficient staffing, operational expertise, and organizational resources necessary to perform all HHC MMX functions required under the resultant contract.

All personnel assigned to the contract, including employees, subcontractors, consultants, and other representatives, must possess the experience, qualifications, licensure, and operational knowledge necessary to support HHC MMX activities and comply with applicable Federal and State laws, regulations, and OMIG requirements.

The Contractor shall ensure that all personnel assigned to the contract are fully trained and knowledgeable regarding:

1. Medicare and Medicaid policies, rules, and regulations;
2. Medicare Administrative Appeals procedures;
3. home health reimbursement and billing processes;
4. HHC MMX operational requirements; and
5. OMIG policies and procedures applicable to the resultant contract.

Any personnel assigned to the contract requiring professional licensure must maintain current, active, and unrestricted licensure in one or more United States jurisdictions, as applicable.

The Contractor shall not employ or retain any individual or entity that has been suspended, debarred, or otherwise prohibited from participation in Federal or State healthcare programs or contracting activities.

The Contractor must maintain sufficient staffing continuity and operational redundancy to ensure uninterrupted program operations throughout the term of the contract.

The Contractor shall notify OMIG in writing of proposed changes to key personnel, subcontractors, or organizational staffing structures at least fourteen (14) calendar days prior to implementation, or as soon as practicable if advance notice is not possible. Any staffing changes must not negatively impact program operations or the Contractor's ability to satisfy contractual requirements.

The Proposal must include a current organizational chart identifying:

1. all proposed positions;
2. reporting relationships;
3. staff locations;
4. subcontractor relationships, if applicable; and
5. the percentage of time each proposed position will dedicate to the HHC MMX contract.

A. KEY PERSONNEL

The Contractor must provide qualified key personnel possessing sufficient operational, legal, medical, audit, and program-management expertise necessary to support HHC MMX operations.

The Proposal must include resumes for all proposed key personnel positions.

A single individual may not occupy multiple key personnel positions unless specifically approved by OMIG.

Program Director

The Program Director shall be responsible for overall administration, operational oversight, and successful performance of the HHC MMX program.

The proposed Program Director must possess at least five (5) years of experience overseeing complex healthcare initiatives involving operational management, regulatory compliance, stakeholder coordination, and program administration.

Program Manager

The Program Manager shall be responsible for day-to-day management of HHC MMX operations, staffing oversight, operational coordination, and implementation of program requirements.

The proposed Program Manager must possess at least five (5) years of experience managing complex healthcare operations and must be dedicated full-time to the HHC MMX contract unless otherwise approved by OMIG.

Licensed Medical Professionals

The Contractor must provide licensed medical professionals experienced in the review of medical records and Medicare coverage determinations applicable to home health services.

At a minimum, staffing must include registered nurses (RN). Additional proposed staff may include physician assistants (PA), physicians (MD), physical therapists (PT), occupational therapists (OT), or other qualified professionals as appropriate to support program operations.

Legal Staff

The Contractor must provide legal staff experienced in Federal Medicare and Medicaid laws, regulations, policies, and the Medicare Administrative Appeals Process.

The Proposal must include at least one attorney licensed in New York State who is capable of supporting administrative appeals activities and representing OMIG in Federal District Court proceedings, if required.

B. MULTIDISCIPLINARY SUPPORT STAFF

The Contractor shall maintain sufficient multidisciplinary support staff necessary to support operational, reporting, audit, provider-relations, customer-service, billing, and technology functions associated with the HHC MMX program.

Such staff may include:

1. IT analysts;
2. business analysts;
3. claims billing representatives;
4. auditors;
5. customer service representatives;
6. reporting specialists; and
7. quality-control personnel.

C. QUALITY CONTROL

The Contractor shall maintain a quality-control function responsible for monitoring operational compliance, identifying deficiencies, supporting corrective actions, and ensuring adherence to contractual and regulatory requirements.

OMIG reserves the right to require removal or replacement of any Contractor personnel whose performance is determined by OMIG to be unsatisfactory or inconsistent with contractual requirements.

Quality-control activities shall include:

1. monitoring operational accuracy and compliance;
2. reviewing reports and files for completeness and accuracy;
3. tracking deficiencies and corrective actions;
4. monitoring quality metrics and operational performance indicators; and
5. maintaining records of quality-control activities.

IV. CONTRACTOR ACCOUNTABILITY

A. GENERAL ACCOUNTABILITY

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

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

First Level (OMIG Program Area – DMA):

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

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

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

Third (Final) Level (OMIG Counsel):

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

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

B. FEE ADJUSTMENT SCHEDULE

The Fee Adjustment Schedule, below, represents adjustments that are separate and apart from the General Accountability Process above, but consistent non-compliance may still lead to breach. All contingency fee adjustments will be assessed at OMIG's discretion and will be applicable to the contingency fee for the entire invoice submitted for the month in which the issue was identified. For example, if the contingency fee bid by the Contractor is 7.5% and the fee reduction on the schedule is 0.5%, the amount paid for the month's recoveries would be 7%. Fee reductions will be applied additively. The total fee adjustments will not reduce the contingency fee paid for any given month below 5%. Despite the assessment of a fee adjustment, the Contractor is still expected to remedy the issue.

The Offeror will be notified of OMIG's determination to impose a fee adjustment to any given monthly invoice and will be provided the opportunity to respond to the notification relevant to the circumstances which led to the adjustment determination. OMIG, however, retains the authority to apply an adjustment at its discretion. If a fee adjustment response is under OMIG review for a month, no invoice received will be accepted or processed for that month until OMIG's determination regarding the fee adjustment is complete, and the invoice for that month contains those applied adjustments as determined by OMIG.

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

1. All 'Key Personnel' positions must be filled upon initiation of the Contract by the Contractor. If any 'Key Personnel' positions are not filled upon initiation of the Contract, the Contractor's contingency fee will be reduced by 0.25% for each position that remains unfilled for the applicable vouchering month.
2. Vacant 'Key Personnel' positions must be filled within sixty (60) calendar days of vacancy, or, upon expiration of the sixty (60) calendar days, the contingency fee will be reduced by 0.25% for the applicable vouchering month. The reduction will continue for all subsequent months until filled. If at any point in time, the Offeror becomes aware that a 'Key Personnel' position will become vacant, they must notify OMIG within fourteen (14) business days of that knowledge. If within forty-five (45) days of the vacancy, the Contractor does not believe the position will be filled to meet the sixty (60) day deadline, then the Contractor must request an extension of the timeframe. The extension will not exceed an additional sixty (60) days. Approval or denial will be at the discretion of OMIG.
3. If the Contractor fails to submit any reports or requested documentation to OMIG within the time frame specified by OMIG, it will result in a reduction of 0.25% for the applicable vouchering month.
4. If the Contractor fails to file or respond to appeal notices/inquiries to meet Medicare timeframes, it will result in a reduction of 1% for the applicable voucher month.

V. RISK ASSESSMENT

System and Organization Controls (SOC) for Service Organizations Reports (SOC1 and SOC2) are reports issued by an independent public accountant in accordance with standards promulgated by the American Institute of Certified Public Accountants (AICPA) on the internal controls of a servicing organization. The SOC defines the professional standard used by a service organization's auditor to assess the internal controls at a service organization. Reviews must be conducted to meet this requirement. OMIG requires that both, SOC1 and SOC2 reports are prepared and submitted annually to BFM at procurements@omig.ny.gov.

VI. PROPOSAL SUBMISSION GUIDELINES

The Offeror must submit a proposal that provides a complete and sufficient response to all requirements of this RFP. OMIG will review the proposal and determine whether the Offeror is responsible. A failure to provide all the requested information will automatically disqualify an Offeror for being non-responsive. An Offeror must meet the requirements of this RFP to have its financial Proposal considered for final Contract Award.

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

To expedite the review of the proposals, all documents and technical information should be submitted in the order and format specified within this RFP. The Technical Proposal and the Financial Proposal, including Financial Statements, should be sent separately with the subject "RFP# OMIG 26-23 Technical Proposal" or "RFP# OMIG 26-23 Financial Proposal". No information beyond that which has been specifically requested is required.

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

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

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

The proposal must be submitted to procurements@omig.ny.gov with hard copies of the signature pages submitted to the address listed in the Designated Contacts listed on the cover page of this RFP.

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

A. FORMAT

Transmittal Letter

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

- Be submitted on the Offeror's official business letterhead and must be signed in blue ink by an authorized representative of the Offeror.
- Indicate the signer is so authorized to sign the proposal and the contract, and the title or position of the signer. An unsigned proposal will be rejected.
- Include a statement to the effect that the price quoted in the Financial Proposal constitutes a firm and irrevocable offer for one hundred twenty (120) calendar days.
- Include a statement that the Offeror complies with or meets all Administrative Requirements, as outlined in this RFP.

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

A Statement of Understanding

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

Title Page and Table of Contents

The Title Page must identify the following:

- The RFP, Solicitation Number: OMIG 26-23, Home Health Care Medicare Maximization (HHC MMX) Services;
- the Due Date, November 6, 2026, at 2:30 pm EST, for which the proposal is being submitted;
- the Offeror's name; and
- the name, address, email address, and telephone number of the Offeror's contact person(s).

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

Technical Proposal

The Technical Proposal must contain the Offeror's response to each of the required portions of this RFP.

All aspects of the Technical Proposal must be sent as a separate document labeled "RFP# OMIG 26-23 Technical Proposal."

Financial Proposal

All aspects of the Financial Proposal must be sent as a separate document labeled "RFP# OMIG 26-23 Financial Proposal." Complete the Cost Proposal Form and submit it only with your Financial Proposal.

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

Audited financial statements for the last three (3) years including income/operating statements, balance sheets, statements of cash flow, and footnotes to financial statements.

If audited statements are not available, please provide copies of the internally generated financial statements used to prepare tax returns and / or management financial reports, for the last three (3) years.

Provide Dun and Bradstreet DUNS number and comprehensive reports for the last three (3) years, if available.

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

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

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

Statement of Competing Commitments

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

Comments and Limitations

Any exceptions, caveats, or additional information to the Offeror's responses to specifications in this RFP must be listed and cross-referenced to the response to which it applies and be clearly explained.

Proposal Information and Pricing

On the included Cost Proposal form, Offerors shall provide a contingency fee percentage of gross Medicare recoveries resulting from the Offeror's traditional recovery activities. The proposal price should reflect the Offeror's effort to recover via the traditional methodology. The proposal price shall be net, and shall include all costs and expenses, incident to completing the Offeror's obligations under the Contract including, but not limited to, personnel costs, fringe benefits, indirect costs (overhead, administrative, mark-up, etc.), travel and training. All proposals must be submitted exclusive of Federal, State and local taxes.

If the Federal Government endorses and the State adopts a sampling methodology or a settlement, the Proposal price will be automatically halved, to reflect the reduced effort required in sampling or settlement as opposed to the traditional methodology.

All employees of the Winning Offeror who are assigned to work on this project must, at the discretion of OMIG, complete HIPAA and other mandatory training, made available by OMIG. The Contractor shall not bill OMIG for any hours that the employee devotes to said training.

B. OFFEROR REFERENCES

The Proposal must include references for projects involving healthcare recovery operations, Medicare appeals, healthcare audit activities, or similar healthcare program services.

References must be capable of addressing the Offeror's operational performance, responsiveness, staffing capability, reporting capability, and overall ability to perform services similar to those required under this RFP.

References shall include:

1. organization name;
2. contact person;
3. mailing address;
4. telephone number; and
5. email address.

OMIG reserves the right to contact references as part of its responsibility and technical evaluation processes.

C. PROPOSAL AMENDMENT / WITHDRAWAL

A proposal may be amended or withdrawn prior to the proposal due date and time. An Offeror who wishes to amend or withdraw its proposal, must submit the amended proposal or proposal withdrawal in an envelope which is clearly marked on the outside, "Amended proposal for RFP# OMIG 26-23," or "Proposal Withdrawal for RFP# OMIG 26-23," as appropriate. Any such amendment or withdrawal must be signed by a company representative who is duly authorized to amend or withdraw such proposal on behalf of the Offeror (preferably the individual who signed the original proposal).

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

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

Unless properly withdrawn as specified herein, all proposals submitted in response to this RFP will remain binding upon the Offerors for a period of one hundred twenty (120) calendar days after the proposal due date.

D. PROPOSAL RESULTS

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

Records Access Officer
New York State Office of the Medicaid Inspector General
800 North Pearl Street
Albany, New York 12204
Or electronically by email address: omigFOIL@omig.ny.gov

E. REJECTION OF PROPOSALS

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

VII. METHOD OF AWARD

OMIG reserves the right to award a contract pursuant to this RFP on the basis of best value, as determined by OMIG.

The evaluation process shall include:

1. an administrative and responsiveness review;
2. a technical evaluation;
3. a financial evaluation; and
4. a composite best-value determination.

OMIG reserves the right to reject any or all proposals received in response to this RFP.

A. ADMINISTRATIVE AND RESPONSIVENESS REVIEW

OMIG will conduct an initial administrative and responsiveness review of all proposals received.

The purpose of the responsiveness review is to determine whether the Offeror has submitted all required proposal components and has satisfied all mandatory requirements identified in this RFP.

Mandatory requirements shall be evaluated on a pass/fail basis.

Failure to satisfy mandatory requirements may result in the proposal being deemed non-responsive and removed from further evaluation.

The responsiveness review may include, but is not limited to, evaluation of:

1. required proposal forms and certifications;
2. required attestations;
3. domestic operations requirements;
4. staffing minimum requirements;
5. required licensure requirements;
6. mandatory organizational disclosures;
7. mandatory proposal submission requirements; and
8. other mandatory requirements identified in this RFP.

Only proposals determined by OMIG to be responsive shall proceed to technical evaluation.

B. TECHNICAL EVALUATION

Responsive proposals shall undergo technical evaluation by an evaluation committee designated by OMIG.

Technical evaluation shall be based upon the Offeror's demonstrated ability to successfully perform the HHC MMX services described in this RFP.

Technical scoring shall be based upon the desirable and gradable evaluation criteria identified in the Offeror's Checklist, including the Offeror's demonstrated:

1. organizational capability and experience;
2. Medicare appeals and recovery expertise;
3. audit and recovery process capability;
4. provider education and communications capability;
5. reporting and technology capability;
6. office and staffing capability;
7. quality-control capability; and
8. proposed operational enhancements and innovations.

The technical evaluation committee may consider:

1. the quality, completeness, and clarity of the proposal;
2. the Offeror's demonstrated operational experience;
3. organizational capability;
4. staffing structure;
5. reporting and technology capabilities;
6. prior comparable experience;
7. operational methodologies;
8. provider coordination approaches; and
9. overall ability to successfully support HHC MMX program objectives.

The technical evaluation shall utilize the following scoring structure:

Technical Evaluation Category	Maximum Points
Organizational Capability & Experience	7
HHC MMX Appeals & Recovery Operations	18
Audit & Recovery Process	14
Provider Education & Communication	6
Reporting & Technology	10
Office & Staffing Requirements	5
Quality Control	5
Operational Enhancements & Innovation	5

TOTAL TECHNICAL SCORE	70

OMIG reserves the right to request clarifications, conduct interviews, request presentations or demonstrations, or request additional information from Offerors as part of the technical evaluation process.

C. FINANCIAL EVALUATION

Financial proposals shall be evaluated separately from technical proposals.

The Offeror submitting the lowest evaluated cost proposal shall receive the maximum financial score.

Financial scores for all other Offerors shall be calculated proportionally using the following formula:

- Financial Score = (Lowest Evaluated Cost Proposal ÷ Evaluated Cost Proposal) × 30

The maximum financial score available shall be thirty (30) points.

OMIG reserves the right to evaluate financial proposals for:

1. completeness;
2. mathematical accuracy;
3. reasonableness; and
4. alignment with the requirements of this RFP.

D. COMPOSITE SCORING AND BEST VALUE DETERMINATION

Composite scores shall be calculated by combining:

1. the Technical Evaluation Score; and
2. the Financial Evaluation Score.

The maximum composite score available shall be one hundred (100) points.

The contract award recommendation shall be based upon the proposal determined by OMIG to represent the best value to the State of New York after consideration of:

1. technical quality;
2. operational capability;
3. staffing capability;
4. reporting and reconciliation capability;
5. Medicare appeals and recovery expertise;
6. organizational experience;
7. quality-control capability; and
8. cost.

OMIG is not required to award a contract to the Offeror submitting the lowest cost proposal.

E. RESERVED RIGHTS

OMIG reserves the right to:

1. reject any or all proposals;
2. request clarifications or additional information;
3. waive minor irregularities;
4. request revised proposals;
5. conduct interviews, presentations, or demonstrations;
6. verify proposal information;
7. contact references and prior clients;
8. conduct responsibility reviews;
9. negotiate with Offerors;
10. make an award in whole or in part;
11. make no award; or
12. cancel this procurement at any time if determined to be in the best interests of the State of New York.

OMIG further reserves the right to consider:

1. prior contract performance;
2. responsibility determinations;
3. organizational experience;
4. operational capability;
5. financial capability; and
6. and any other information deemed relevant by OMIG in connection with the evaluation of proposals and award determination.

F. RESPONSIBILITY DETERMINATION

Prior to contract award, OMIG may conduct a responsibility review of the apparent successful Offeror.

Responsibility review considerations may include, but are not limited to:

1. organizational experience;
2. financial stability;
3. legal authority to conduct business;
4. staffing capability;
5. operational resources;
6. prior contract performance;
7. sanctions or corrective actions; and
8. overall ability to successfully perform the resultant contract.

Failure to satisfactorily demonstrate responsibility may result in disqualification from contract award consideration.

VIII. ADMINISTRATIVE REQUIREMENTS

A. INQUIRIES

Any questions concerning this solicitation must be received by October 23, 2026, at 2:30 PM EST via email at procurements@omig.ny.gov or directed to:

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

Questions and answers, as well as any RFP updates and/ or modifications, will be emailed to prospective offerors by October 30, 2026, (estimated).

B. OPTIONAL OFFEROR'S CONFERENCE

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

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

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

C. ERRORS AND OMISSIONS

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

If an Offeror fails prior to the final filing date for submission to notify OMIG of a known error or an error that reasonably should have been known, the Offeror shall assume the risk. If awarded the contract, the Offeror shall not be entitled to additional compensation or time because of the error or its late correction.

D. CONTRACT AWARD

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

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

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

The contract shall be deemed to be fully executed and binding upon the State, upon execution by OSC. OMIG will provide the Contractor with a copy of the fully executed contract upon execution by OSC.

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

E. PAYMENT

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

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

Simultaneously, please email a copy of the invoice to omigpurchasing@omig.ny.gov to expedite the process.

OMIG shall make periodic payments for services rendered, as follows: (1) payment shall be made after OMIG verifies that all work has been performed in satisfactory manner, (2) subject to receipt

of an appropriate invoice and all supporting documentation as requested by OMIG, and (3) subject to the regular processing of such payments by the State, in accordance with the NYS Finance Law. Payment of such invoices by the State (OMIG) shall be made in accordance with Article XI-A of the NYS Finance Law. Payment for invoices submitted by the Contractor shall only be rendered electronically and such electronic payments 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. Offerors should refer to the OSC website <https://www.osc.ny.gov/state-vendors> for information related to the electronic payments policies and procedures.

All payments shall be based upon the contingency fee percentage proposed by the successful Offeror in the Cost Proposal and incorporated into the resulting contract.

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

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

F. INVOICING

The Offeror will adhere to the following process for invoicing fees. OMIG reserves the right to amend the process, however the Offeror will be given thirty (30) calendar days' written notice of any changes. In a format determined by OMIG, the Offeror will submit an Invoice/Voucher reflecting the Offeror's fee calculation, with all relevant back-up documents.

Invoices for services must be signed by the Contractor and submitted to the NYS OGS Business Services Center (BSC) and OMIG no later than end of the month following the month in which service was provided. As needed, but prior to submission of an invoice, the Contractor and OMIG will discuss monthly billing and adjustments. The Contractor must not submit any invoices that do not reflect all adjustments, as instructed by OMIG. All invoices must include the following information:

- contractor name;
- remittance address;
- federal taxpayer identification number (or if sole proprietorship, the individual's social security number;
- New York State's Financial System (SFS) Vendor Identification number
- invoice period;
- invoice number;
- invoice date;
- State-assigned Contract number;
- State-assigned (Blanket) Purchase Order number(s);
- name of NYS Agency that ordered the goods or services;

- description of goods or services requesting payment for (may be in narrative or code values format);
- quantity of goods, property, or services delivered or rendered*; and
- amount requested.

The invoice should clearly outline the calculation performed

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

G. CONTRACT TRANSITION

Contract Implementation & Transition Requirements (This section may be waived if OMIG deems it to be unnecessary)

The tentative awardee will work cooperatively with OMIG and the outgoing vendor to ensure an efficient and timely commencement of contract responsibilities.

Upon contract commencement, the new Contractor must submit to OMIG an Implementation Plan and Schedule of Activities within sixty (60) calendar days of the date of contract expiration/termination to facilitate the assumption of responsibilities, information, computer program/ software and documentation, materials, etc.

The Implementation Plan must include, at a minimum:

- the Contractor's proposed approach to implementation; and
- the Contractor's tasks, subtasks, and schedule for all implementation activities.

OMIG must approve the Implementation Plan before it can be initiated.

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

The new Contractor must work closely and cooperatively with OMIG to acquire appropriate software, hardware, records, equipment, and other materials that are necessary to fulfill their obligations.

The new Contractor will not begin working without prior OMIG approval and direction.

Contract Conclusion & Transition Requirements

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

The incumbent Contractor must prepare and submit an Exit Transition Plan and Schedule of Activities to facilitate the transfer of responsibilities, information, computer/program software, documentation, materials, etc., to a successor Offeror and/or OMIG. The Exit Transition Plan must be submitted by the Contractor within sixty (60) calendar days of the date of notification of termination by OMIG.

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

- proposed approach to transition operations to another vendor;
- working with OMIG to determine the appropriate state-owned documents to be released;
- where applicable, proof of destruction of State-owned data; and
- proposed timeline for the transfer process.

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

OMIG and the new Contractor will define any documentation required to be transferred during this transition period related to any services provided by the outgoing vendor.

OMIG will have the final authority for determining the information required and deadlines for submission.

The incumbent Contractor must work closely and cooperatively with OMIG and the successor Contractor to transfer appropriate non-proprietary software, records, and other items deemed necessary by OMIG, and to ensure uninterrupted services during the transition period.

At its sole discretion, OMIG may elect to withhold payment until all elements of the Exit Transition Plan are received.

Wrap Up

In the event an audit completed under a prior contract is appealed, OMIG reserves the right to have the Contractor associated with the work performed to provide testimony. In the event they are unable to do so, the current Contractor may be responsible.

H. CONFIDENTIAL INFORMATION

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

I. CONFIDENTIALITY CLAUSES

All proposals, documents and materials submitted with a Proposal shall become the property of OMIG.

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

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

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

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

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

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

J. REQUEST FOR DEBRIEFING

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

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

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

- the strengths and weaknesses of the Offeror's proposal; and
- identification of any areas in the Proposal which OMIG found to be deficient.

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

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

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

K. PROTEST OF CONTRACT AWARD

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

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

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

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

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

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

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

L. TERM OF CONTRACT

The contract resulting from this RFP shall be effective July 1, 2027, or upon approval of OSC, whichever is later, and shall run for three (3) years with two optional 1-year renewals. The contract may be terminated by OMIG in accordance with Appendix B, attached hereto, without incurring any liability for breach of contract, or liability for payment of any charges beyond payment for conforming goods and/or services accepted by OMIG up to and including the date of termination. Contractor shall use due diligence and shall provide any outstanding deliverables up to the date on which such termination shall be effective.

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

General Provisions

OMIG is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) exceeding \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) exceeding \$100,000 for real property renovations and construction.

The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OMIG, to fully comply and cooperate with OMIG in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities (EEO) for minority group members and women and contracting opportunities for certified minority and women-owned business enterprises (MWBEs). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR Part 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the non-discrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.

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

OMIG values the MWBE program and although it has not identified a NYS MWBE vendor capable of performing these services, MWBEs who believe they meet the eligibility requirements of a particular RFP are encouraged to submit a proposal.

Contract Goals

For purposes of this procurement, OMIG has received an exemption (based upon the lack of MWBE providers of this specialized service) thus hereby establishes an overall goal of 0% for Minority and Women-Owned Business Enterprises (MWBE) participation, 0% for Minority-Owned Business Enterprises (MBE) participation and 0% for Women-Owned Business Enterprises (WBE) participation (based on the resultant contract being awarded to Self-Performing Prime contractor(s) with no Sub-Contracting opportunities).

Equal Employment Opportunity (EEO)

By submission of a proposal in response to this solicitation, the Offeror agrees with all the terms and conditions of Appendix A including Clause 12 – Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that the provisions of Appendix A, Clause 12 are included in every subcontract, where applicable, in such a manner that the

requirements of these provisions will be binding upon each subcontractor as to work in connection with the State contract.

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

- Staffing Plan (Form EEO 100)

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

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

- Workforce Employment Utilization/Compliance Report (Form EEO 101)

Once a contract has been awarded, the Contractor is responsible for updating OMIG on any changes to the Staffing Plan submitted. This information is to be submitted on a quarterly basis during the life of the Contract to report the actual workforce utilized in the performance of the Contract broken down by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Workforce Employment Utilization/Compliance Report (Utilization/Compliance Report) must be submitted to report this information. Separate forms are to be complete for the Contractor and any subcontractor performing work on this Contract.

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

N. CONTRACTOR'S FORFEIT OF RIGHTS

If the contract is terminated for breach, the Contractor forfeits the right to collect any and all fees for work that remains incomplete.

O. INSURANCE REQUIREMENTS

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

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

All required insurances must be:

- Obtained at the sole cost and expense of the Offeror;

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

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

The Offeror must provide:

1. Commercial General Liability Insurance:

- Must have a limit of not less than \$5,000,000 for each occurrence;
- Must be written on the ISO Occurrence form CG 00 01, or a substitute form providing equivalent coverage;
- If such insurance contains an aggregate limit, it shall apply separately per assignment per investigator (project) basis; and
- Coverage for the use of reasonable force to protect persons and property must be included.

2. Employee dishonesty coverage:

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

3. Commercial Business Automobile Liability Insurance:

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

4. Errors and Omissions Liability Insurance:

- Must have a limit of not less than \$5,000,000 per loss;
- Must apply to professional errors, acts, or omissions arising out of the scope of services covered by this contract;
- If the coverage is written on a claims-made policy, any applicable retroactive date precedes the effective date of this contract; and

- Continuous coverage will be maintained or an extended discovery period exercised, for a period of not less than two years from the time work under this contract is completed.

5. Cyber Liability Insurance:

- Must have a limit of not less than \$10,000,000 for each occurrence or claim arising out of and attributable to the Contractor's work;
- The policy must include, at a minimum, coverage for the following (or their functional equivalent):
- Security and privacy liability;
- Privacy regulatory defense and penalties;
- Privacy notification costs;
- Media liability;
- Event management costs (Including forensics)
- Notification and monitoring expenses;
- Extortion;
- Business and network interruption and recovery;
- Data Restoration;
- Liability arising from the introduction of a computer virus into, or otherwise causing damage to, the State's or a third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon;
- Liability arising from theft, dissemination, and/or use of confidential information stored or transmitted in electronic form, including but not limited to money and securities;
- Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure; and
- Professional Liability.

If the policy is written on a claim made basis, Contractor must submit to the State an Endorsement providing proof that the policy provides the option to purchase an Extended Reporting Period ("tail coverage") providing coverage for no less than one (1) year after work is completed if coverage is cancelled or not renewed. This requirement applies to both primary and excess liability policies, as applicable.

6. Workers' Compensation coverage:

for which, one of the following is incorporated into this contract as Appendix E-1 (**CE-200 - Certificate of Attestation of Exemption may be filed by out-of-state employers for a NYS workers' compensation exemption only if all work for the permit, license or contract is done outside of New York and no employees of the out-of-state business work in the state**):

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

7. Disability Benefits coverage:

for which, one of the following is incorporated into this contract as Appendix E-2 (**CE-200 - Certificate of Attestation of Exemption may be filed by out-of-state employers for a NYS workers' compensation exemption only if all work for the permit, license or contract is done outside of New York and no employees of the out-of-state business work in the state**):

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

P. VENDOR RESPONSIBILITY

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

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

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

The Offeror must remain responsible for the duration of the contract term. The Offeror agrees, if requested by the Medicaid Inspector General (MIG) or his or her designee, to present evidence

of its integrity, experience, ability, performance, organizational and financial capacity, and its continuing legal authority to do business in New York State.

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

Termination (for Non-Responsibility): Upon written notice to the Offeror, and a reasonable opportunity to be heard with appropriate OMIG officials or staff, the contract may be terminated by the MIG or his or her designee at the Offeror's expense where the Offeror is determined by the MIG or his or her designee to be non-responsible. In such event, the MIG or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

Q. PIGGYBACKING

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

R. PROPOSAL OWNERSHIP

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

S. LEGAL ENTITLEMENT TO WORK

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

T. NOTICES

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

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

OMIG and Contractor (the parties) may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties

agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

U. SUBCONTRACTING

If the Offeror is proposing the use of any subcontractors to provide any of the services required by this RFP, each subcontractor must be identified, and the proposed services must be outlined in its proposal. All subcontractors are subject to OMIG's prior approval.

Include the following information about each proposed subcontractor:

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

V. OMIG'S RIGHTS RESERVED

OMIG may:

1. withdraw the solicitation at any time, at the agency's sole discretion;
2. choose to make no award;
3. make an award under the solicitation in whole or in part;
4. disqualify any Offeror whose conduct and/or proposal fails to conform to the requirements of the solicitation;
5. seek clarifications and revisions of proposals;
6. award to several Offerors;
7. waive any requirements that are not material;
8. eliminate any mandatory, non-material specification that cannot be complied with by all the prospective Offerors;
9. accept and consider for contract award bids with non-material bid deviations or non-material bid defects such as errors, technicalities, irregularities, or omissions;
10. require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an Offeror's proposal and/or to determine an Offeror's compliance with the requirements of the solicitation;
11. change any scheduled dates;
12. at any time prior to the contract award, amend and modify specifications to correct errors or oversights, or to supply additional information, as it becomes available. Prospective Offerors will be notified of all amendments and modifications to the solicitation;
13. at any time prior to contract award, direct Offerors to submit proposals modifications addressing subsequent solicitation amendments;
14. adopt as OMIG property all information obtained through the submitted Proposal, site visits, management interviews and the state's investigation of an Offeror's qualifications, experience, ability or financial standing, and any material or information submitted by the Offeror in response to the agency's request for clarifying information in the course of evaluation and/or selection under the solicitation;
15. utilize any and all ideas submitted in the proposals received;
16. find Offeror in breach if Offeror no longer meets staffing requirements set forth in this solicitation;
17. negotiate with Offerors, within the scope of solicitation requirements, to serve the best interests of OMIG;
18. in the event of unsuccessful negotiations with the selected Offeror, conduct contract negotiations with and/or award the contract to the next responsive and responsible Offeror;

19. require the Offeror to demonstrate, to the satisfaction of OMIG, any feature(s) presented as a part of its proposal;
20. evaluate, accept and/or reject any and all proposals received in response to the solicitation;
21. in the event compliant proposals are not received, OMIG reserves the right to consider late or non-conforming proposals offered;
22. in any case where a question of non-performance of a contract arises, payment may be withheld, in whole or in part, at the discretion of OMIG. Should the amount withheld be finally paid, a cash discount originally offered may be taken by OMIG as if no delay in payment had occurred;
23. in the event of a cyber security incident, OMIG reserves the right to require the Contractor to retain an independent vendor of its choosing to perform forensic analysis. This vendor will investigate the root cause, determine how and where data was accessed and distributed, assess the full scope of the potential breach, and recommend security enhancements to prevent future occurrences. Upon completion, the full report, in its entirety, must be provided to OMIG. The Contractor is solely responsible for all costs related to the forensic analysis; OMIG bears no financial liability for any incurred expenses;
24. if OMIG must terminate the contract for non-performance or if the Offeror is unable to maintain the support required, OMIG reserves the right, with the OSC's approval, to award a contract to the next highest Offeror of the original proposal submission within the first twelve (12) months following contract commencement (July 1, 2027, or upon approval of OSC, whichever is later);
25. submission of an invoice and payment thereof shall not preclude OMIG from reimbursement or demanding a price adjustment in any case where the service delivered is found to deviate from the terms and conditions of the proposal and award documents. Any delivery made which does not meet such terms and conditions may be rejected or accepted on an adjusted price basis as may be determined by OMIG; and
26. Make inquiries, at OMIG's discretion and by means which it may choose, into the Offeror's background or statements made in the proposal to determine the truth and accuracy of all statements made therein.

W. OFFEROR CERTIFICATION REQUIREMENTS

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

1. OMIG reserves the sole right of judgment and acceptance of an Offeror's written proposal and/or interview;
2. Offeror's proposal must remain in effect for one hundred twenty calendar (120) days from the proposal due date. However, a non-successful Offeror may withdraw its proposal upon notice any time after the selection of the successful Offeror, upon written notice to OMIG. Offerors whose proposals have been rejected by OMIG shall be notified of such rejection;
3. Offeror certifies that, if selected, all services described within this RFP can and will be provided;
4. Offeror warrants that, if selected, it will not delegate or subcontract its responsibilities under the contract without prior written approval from OMIG;
5. written subcontracting agreements must be submitted for review and approval by OMIG before any subcontracting arrangement may take place;
6. Offeror warrants that all information provided in connection with this proposal is true and accurate;
7. Offeror agrees not to make any claims for or have any right to damages because of any misinterpretation or misunderstanding of the specifications or because of any lack of information;
8. New York State law requires that a proposal shall not be considered for award if the price in the proposal was not determined independently, without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Offeror or with any competitor;
9. Offeror agrees that no New York State or local sales tax, transportation tax or Federal Excise tax will be charged on any part of this project, since OMIG is an agency of the State of New York and tax exempt by statute; and
10. Offeror will save and hold harmless OMIG and its personnel from all claims, suits, litigation and legal liability from any acts or omissions committed by the Offeror during the contract term. OMIG reserves the right to retain counsel of OMIG's choice, at the expense of the Offeror, to advise and represent OMIG in connection with any such suits or actions including, without limitation, the initiation or defense of any litigation or other legal action.

X. IT SECURITY LANGUAGE

At the request and discretion of the agency, the vendor will, in consultation with the agency, establish all necessary agreements to secure the required data resources, including but not limited to Data Use Agreements as drafted by OMIG and/or other governmental or private entity deemed necessary by OMIG.

Y. INFORMATION SECURITY BREACH AND NOTIFICATION ACT

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

Note: State entities subject to Section 208 of the State Technology Law that experience breaches of computerized data which include private information must file notices with the New York Attorney General; Department of State's Division of Consumer Protection; and the Office of Information Technology Services' Enterprise Information Security Office (EISO). Information

relative to the law and the notification process is available at: <https://its.ny.gov/breach-notification-and-incident-reporting>.

Z. INDEMNIFICATION

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

IX. STANDARD CONTRACT REQUIREMENTS

A. APPENDICES (AVAILABLE ELECTRONICALLY)

The following will be incorporated as appendices into any contract resulting from this RFP. This RFP will, itself, be referenced as an appendix of the contract. All Offerors are required to agree with the terms and/or complete the forms, as required, of the following appendices and attachments (All forms may be accessed on OMIG website) at: (Forms and Appendices | Office of the Medicaid Inspector General) or by clicking the links within the following descriptions:

APPENDIX A - Standard Clauses for New York State Contracts

Appendix A includes several Federal and NYS laws, rules, and regulations which impact State procurements. This document is always the controlling document.

APPENDIX B – General Specifications

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

APPENDIX C – Request for Proposals

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

APPENDIX D – Proposal

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

APPENDIX E – Contractual Insurances

This appendix contains documentation that the Contractor complies with all the insurance requirements of the Contract. In addition to the required insurances listed in the "Insurance Requirements" section of this RFP, the Contractor must supply a copy of Worker's Compensation

and Disability Benefits certificates prior to contract approval. The following are the only forms considered acceptable proof of coverage:

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

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

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

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

APPENDIX F - Procurement Lobbying Legislation

Chapter 1 of the Laws of 2005, as amended by Chapter 596 of the Laws of 2005 (collectively referred to as the "Lobbying Law"), makes major changes to the Legislative Law and State Finance Law (STF) relative to lobbying on government procurements. More specifically, the Lobbying Law creates two new sections in the STF: Section 139-j addresses the restrictions on "contacts" during the procurement process; and Section 139-k addresses the disclosure of contacts and the responsibility of Offerors during the procurement process. The Lobbying Law applies to all procurements initiated on or after January 1, 2006, and with an annual expenditure greater than \$15,000 for a commodity, service, technology, public work, or construction; purchase, sale, or lease of real property; or revenue contract. In conformity with the Lobbying Law – during the procurement's restricted period [the period of time commencing with the earliest written notice, advertisement, or solicitation of an Invitation for Bid (IFB), Request for Proposal (RFP), or any other method for soliciting responses from Offerors intending to result in a procurement contract by OMIG]; and ending with the final contract award and approval by OMIG and OSC (if required) – the only OMIG employee(s) that the Offeror may contact is/are OMIG's designated contact person(s) for that procurement. In this regard, "contact" means any oral, written, or electronic communication under circumstances where a reasonable person would infer that the communication was intended to influence the procurement. An Offeror must not, under any circumstances, attempt to influence an OMIG procurement in a way that violates or attempts to violate: Public Officers Law Section 73(5), relating to gifts intended to influence; or Public Officers Law Section 74, relating to the code of ethics for employees of State agencies.

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

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

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

APPENDIX G – Affidavit of Non-Collusion

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

APPENDIX H - Health Insurance Portability and Accountability Act (HIPAA)

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

APPENDIX I - Confidentiality Agreement

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

APPENDIX J - Certification of Compliance with Section 5-a of the Tax Law

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

Information on Tax Law Section 5-a is available at:
<http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf>.

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

Contractor Certification (ST-220-TD)

http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf

Contractor Certification to Covered Agency (ST-220-CA)

http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf

APPENDIX K - Affidavit of Sexual Harassment Prevention Certification

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

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

APPENDIX L – Information Security & Privacy Provisions

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

APPENDIX N – Artificial Intelligence (AI) Requirements

APPENDIX X – Modification Agreement Form

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

B. ATTACHMENTS

1. Attachment 1 - Cost Proposal Form
2. Attachment 2 - Current Contract Work & Attestation
3. Attachment 3 - Subcontractor Forms
4. Attachment 4 - Conflict of Interest

Each Offeror must include a statement in its proposal describing all actual or potential relationships which may be considered a "conflict of interest." The "conflict of interest" will be taken under consideration by OMIG Proposal Evaluation Committee. The Committee's determination of a disqualifying "conflict of interest" is final. The statement will be included in the contract as Attachment 4 to the RFP.

5. Attachment 5 – Statement of Competing Commitments

Each Offeror must provide a Statement of Competing Commitments, a list of any contractual obligations it has entered which requires effort on its part during the period that the Offeror will be working on the contract resulting from this RFP. The statement will be included in the contract as Attachment 5 to the RFP

6. Attachment 6- Attestation of Domestic Operations

Each Offeror must provide a signed/notarized attestation that no work relating to the resultant contract will be performed by the Offeror, its staff, affiliates, business partners and/or subcontractors, outside of the United States. No data acquired pursuant to the contract, may be accessed, utilized, stored, transmitted, maintained or distributed outside the United States.

7. Attachment 7- References Form

8. Attachment 8- Attestation of Gender-Based Violence & the Workplace Certification

- New York State Finance Law §139-M requires bidders on competitive state procurements to certify that they have a written policy addressing gender-based violence and the workplace and that such policy meets the following minimum requirements:
- Share Information: Employers must provide information regarding gender-based violence where employees can see and access it, including displaying the NYS Domestic and Sexual Violence Hotline information and a gender-based violence and the workplace poster.
- Refer Employee-Survivors to Services: The policy must require that the employer refer employees who disclose current or past victim status to the NYS Domestic and Sexual Violence Hotline and/or a local service provider. For bidders outside of New York State, referrals should be made to a local

provider or statewide hotline. While referrals are required to be provided by the employer, it is not required for the employee to access services.

- **Prohibit Retaliation:** The policy must clearly state that discrimination or retaliation against employees who identify as victims or survivors of gender-based violence is prohibited.
- **Comply with Laws:** Ensure your policy follows State law. For employers based in New York State, this means that the policy must follow the SAFE Leave Act, New York State Human Rights Law, and any other relevant laws and regulations.
- **Offer Implementation Support:** OPDV is able to assist employers in developing and implementing this policy. Employers must provide information to supervisors and human resources, where available, about this technical assistance from OPDV. OPDV can be contacted at workplace@opdv.ny.gov.

Cost Proposal Form

New York State Office of the Medicaid Inspector General Cost Proposal Form For Home Health Care Medicare Maximization (HHC MMX) Services

To Whom It May Concern:

The Offeror indicated below agrees to perform all Home Health Care Medicare Maximization (HHC MMX) Services, as specified herein, for the following bid price:

_____ % **Traditional Contingency Fee Percentage** **(Per Appeals Recovery)**

If the Federal Government endorses and the State adopts an alternative dispute resolution process, the Proposal price will be automatically halved, to reflect the reduced effort required in sampling or settlement as opposed to traditional methodology.

_____ % **Alternative dispute resolution process** (50% of Traditional Fee)

_____ % **Audit recovery contingency fee** (50% of Traditional Fee)

Name and title of person authorized to submit Cost Proposal

Signature

____/____/____
Date

Federal ID Number

Company/Offeror

() _____
Phone

***NOTE* This Cost Proposal Form must be submitted as a separate electronic attachment, and included as part of the financial proposal, marked as "RFP# OMIG 26-23 Financial Proposal".**

The bid price is inclusive of all processes and requirements outlined within the scope of work as further defined by OMIG based on needs as they emerge.

Attachment 2 – Current Contract Work & Attestation

List all Home Health Care Medicare Maximization (HHC MMX) Services contracts for which the Offeror is currently engaged and for each, include a contract number, vendor name, contract start and end date, and detailed description of the work performed. By signing, the Offeror attests that all information provided is true and accurate.

Contract #	Vendor Name	Start Date	End Date	Detailed Description of Service

Signature: _____

Date: _____

Attachment 3 – Subcontractor Forms (if applicable)

ORGANIZATION SUBCONTRACTORS

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

The Offeror must indicate with an “X” whether or not they intend to use subcontractors:

YES _____ No _____

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

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

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

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

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

3. Provide the Subcontract Agreement Term: _____

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

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

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

Attachment 4 - Conflict of Interest

Attachment 5 - Statement of Competing Commitments

Attachment 6 – Attestation of Domestic Operations

I, _____, attest to the following:

AUTHORIZED OFFICER

1. No work relating to (Home Health Care Medicare Maximization (HHC MMX) Services #26-23) is, was, or will be performed by (_____), nor its staff, affiliates, business partners and/or subcontractors, outside of the United States.

2. No data acquired pursuant to (Home Health Care Medicare Maximization (HHC MMX) Services #26-23) is, was, or will be accessed, utilized, stored, transmitted, maintained or distributed outside the United States.

By signing below, you certify your explicit authority to sign on behalf of yourself and (_____).

Contractor's Signature

By:

Signature

Printed Name

Title

Date

REQUIRED NOTARIZATION BELOW

STATE OF _____)

) 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 7 – References

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

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

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

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

Attachment 8 – ATTESTATION OF GENDER-BASED VIOLENCE & THE WORKPLACE CERTIFICATION

New York State Finance Law §139-M requires bidders on competitive state procurements to certify that they have a written policy addressing gender-based violence and the workplace and that such policy meets the following minimum requirements:

- **Share Information:** Employers must provide information regarding gender-based violence where employees can see and access it, including displaying the NYS Domestic and Sexual Violence Hotline information and a gender-based violence and the workplace poster.
- **Refer Employee-Survivors to Services:** The policy must require that the employer refer employees who disclose current or past victim status to the NYS Domestic and Sexual Violence Hotline and/or a local service provider. For bidders outside of New York State, referrals should be made to a local provider or statewide hotline. While referrals are required to be provided by the employer, it is not required for the employee to access services.
- **Prohibit Retaliation:** The policy must clearly state that discrimination or retaliation against employees who identify as victims or survivors of gender-based violence is prohibited.
- **Comply with Laws:** Ensure your policy follows State law. For employers based in New York State, this means that the policy must follow the SAFE Leave Act, New York State Human Rights Law, and any other relevant laws and regulations.
- **Offer Implementation Support:** OPDV is able to assist employers in developing and implementing this policy. Employers must provide information to supervisors and human resources, where available, about this technical assistance from OPDV. OPDV can be contacted at workplace@opdv.ny.gov.

By submission of this bid, each bidder and each person signing on behalf of any 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 gender-based violence and the workplace and has provided such policy to all of its employees, directors and board members. Such policy shall, at a minimum, meet the requirements of subdivision 11 of section five hundred seventy-five of the executive law.

Organization's signature below certifies its compliance with State Finance Law §139-M.

Organization: _____

By (signature): _____

Name (Please Print): _____

Title: _____

Date: _____

This form must be signed by an authorized executive or legal representative.

If the organization cannot make the above certification, they must provide an attached statement with their bid detailing the reasons therefor.

SUMMARY OF REQUIRED DOCUMENTS

APPENDICES (if checked, required to submit with your proposal)

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

	APPENDIX A	(Reserved) Standard Clauses for New York State Contracts
	APPENDIX B	(Reserved) General Specifications
	APPENDIX C	(Reserved) RFP# OMIG 26-23
	APPENDIX D	(Reserved) Winning Offeror's Response to RFP# OMIG 26-23
☐	APPENDIX E	Contractual Insurances
☒	APPENDIX F	Procurement Lobbying Legislation
☒	APPENDIX G	Affidavit of Non-Collusion
☒	APPENDIX H	Health Insurance Portability and Accountability Act (HIPAA)
☒	APPENDIX I	Confidentiality Agreement
☒	APPENDIX J	Certification of Compliance with Section 5-a of the Tax Law
☒	APPENDIX K	Affidavit of Sexual Harassment Prevention Certification
☒	APPENDIX L	Information Security & Privacy Provisions
	APPENDIX X	Reserved

ATTACHMENTS (if checked, required to submit with your proposal)

☒	Attachment 1	Cost Proposal Form
☒	Attachment 2	Current Contract Work & Attestation
☒	Attachment 3	Subcontractor Forms; if applicable
☒	Attachment 4	Conflict of Interest
☒	Attachment 5	Statement of Competing Commitments
☒	Attachment 6	Attestation of Domestic Operations
☒	Attachment 7	References
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