



NEW YORK STATE
OFFICE OF THE MEDICAID INSPECTOR GENERAL
- DIVISION OF SYSTEM UTILIZATION & REVIEW
BUREAU OF THIRD PARTY AND CONTRACT REVIEWS -

INVITATION FOR BID
For
Home Health Care Medicare Maximization Services
Solicitation Number **OMIG 14-02**

Bid Opening:

Date:	October 2, 2014
Time:	2:30 pm EDT
Location:	<i>New York State Office of the Medicaid Inspector General 800 North Pearl Street Albany, New York 12204</i>

BIDS MUST BE SENT TO THE ABOVE ADDRESS ONLY
(E-Mail or Facsimile Bid Submissions Are NOT Acceptable)

The bid 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 INVITATION FOR BID, Appendix A (Standard Clauses For New York State Contracts), Appendix B (OMIG General Specifications), Appendix H (HIPAA) and Appendix L (State Finance Law §139-j and §139-k (Procurement Lobbying)), and that all information provided is complete, true and accurate. By signing, bidder affirms that it understands and agrees to comply with the OGS procedures relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

BIDDER'S INTENT TO BID OR NOT TO BID

Bidder's Federal Tax Identification Number:
(Do Not Use Social Security Number)

NYS Vendor Identification Number:
(See "New York State Vendor File Registration" clause)

Legal Business Name of Company Bidding:

D/B/A - Doing Business As (if applicable):

Street

City

State

Zip

County

If you are **not** bidding, place an "x" in the box and return this page only.

WE ARE UNABLE TO BID AT THIS TIME BECAUSE:

Bidder's Signature:

Printed or Typed Name:

Title:

Date

Phone: () - Ext. ()

Toll Free Phone: () - Ext. ()

Fax: () Ext. ()

Toll Free Fax: () - Ext. ()

E-mail Address:

Company Web Site:

Designated Contacts Pursuant to State Finance Law § 139-j and 139-k:

*Edwin Lake
Contract Management Specialist
New York State Office of the Medicaid Inspector General
800 North Pearl Street
Albany, New York 12204
edwin.lake@omig.ny.gov
(518) 408-5996 (T)
(518) 408-5005 (F)*

*Amiee Addison
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New York State Office of the Medicaid Inspector General
800 North Pearl Street
Albany, New York 12204
amiee.addison@omig.ny.gov
(518) 408-5249 (T)
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- SCHEDULE OF EVENTS-

EVENT	DATE	TIME
Release of IFB	8/20/14	
Written questions due from Bidders	09/11/14	2:30 pm (EDT)
Official response to Bidder's questions due	09/25/14	2:30 pm (EDT)
Bid Responses Due / Public Bid Opening	10/2/14	2:30 pm (EDT)
Contract term begins	05/18/15	estimated

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I. GENERAL INFORMATION

A. PARAGRAPH HEADINGS

Paragraph headings contained in this solicitation are for convenience only and shall 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 Invitation for Bid (IFB) is a solicitation issued by the New York State Office of the Medicaid Inspector General (OMIG). The OMIG is responsible for the requirements specified herein and for the evaluation of all bids.

C. PURPOSE OF THIS INVITATION FOR BID

The OMIG is seeking a qualified vendor to perform Traditional Home Health Care Medicare Maximization (HHC MMX) functions under the direction of the OMIG's Division of System Utilization and Review's (DSUR) Bureau of Third Party and Contract Reviews (BTP&CR). The winning Bidder will perform specific functions to maximize Medicare coverage for dual eligible Medicare/Medicaid recipients who have received home health care services paid by Medicaid. The winning bidder will ensure that the OMIG is the payor of last resort if Medicare is obligated to pay all or part of the cost of a client's health care provided under New York State's Medicaid Plan.

At this time, there is no sampling methodology. However, precedence has been set and the opportunity to utilize a sampling approach could arise during the term of the resultant contract. As a result of new Federal or State regulation, statute, and/or policy, or changes made to existing regulations, statutes, and/or policies, the Contractor may be required to modify or operate differently from the methods it proposed in its IFB response to perform HHC MMX work.

D. INQUIRIES

Any questions concerning this solicitation must be received by September 11, 2014 at 2:30 PM EDT via email at procurements@omig.ny.gov or directed to:

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

Questions and Answers, as well as any IFB updates and/or modifications, are anticipated to be posted on the OMIG's website at www.omig.ny.gov (under Resources, Procurements, Bid Opportunities) and will be mailed to prospective bidders by September 25, 2014 at 2:30 pm EDT.

E. ERRORS AND OMISSIONS

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

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

F. BID INFORMATION AND PRICING

A Bid Proposal Form is attached to this IFB as Attachment 2. Bidders shall provide a contingency fee percentage of gross Medicare recoveries resulting from the Bidder's traditional recovery activities. The bid price should reflect the Bidder's effort to recover via the traditional methodology. The bid price shall be net, and shall include all costs and expenses, incident to completing the Bidder'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 bids must be submitted exclusive of Federal, State and local taxes.

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

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

The OMIG shall make periodic payments for services rendered, as follows: (1) payment shall be made after the 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 the OMIG, and (3) subject to the regular processing of such payments by the State, in accordance with the NYS Finance Law.

G. BID SUBMISSION

Bids must be signed by an individual who is duly authorized to bind the Bidder to the terms of the Bid and submitted on the original Bid Proposal Form (Attachment 2). The OMIG also requires the

Bidder to submit one (1) electronic copy of its Bid in Adobe PDF on separate DVD/CD ROMs. The DVD/CD ROMs of the electronic files must accompany the hard copies. Bids will not be considered if received at a later date or time, subject to the potential exception described in the section entitled, "Rejection of Bids", below.

The OMIG will not accept bids sent by facsimile or electronic transmission.

Bids may be sent by regular mail, or via overnight delivery, or may be delivered in person to the attention of Edwin Lake (BPFM), at the address listed in the "Designated Contacts" portion of this IFB. The outside packaging must be clearly marked, "**Bid Enclosed for IFB #OMIG 14-02**".

It is the Bidders' responsibility to see that bids are delivered to the Designated Contact prior to October 2, 2014 at 2:30 PM EDT. Bidders who intend to hand deliver bids should allow extra time to comply with the bid submission deadline as late bids due to delay by the carrier or those not received in the OMIG's mail room in time for the bid opening, may not be considered.

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

H. CONFIDENTIAL INFORMATION

The 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 the OMIG's consumers; (ii) "*Protected Health Information (PHI)*" as such term is defined in the Health Insurance Portability and Accountability Act of 1996, or any successor Federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("*HIPAA*"); 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 the 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 the OMIG's expense and within the scope of the services provided to the OMIG shall be the sole and exclusive property of the OMIG. The Contractor will not divulge, disclose or furnish to any other party the information or processes utilized at the 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 the 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 the OMIG.

I. CONFIDENTIALITY CLAUSES

All bids, documents and materials submitted with a bid shall become the property of the OMIG.

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

After the OMIG issues notification of contract award, all bids and contracts in the 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), the 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;"

In order for bidders to claim the exemption from disclosure provided by this provision of law, bidders must mark as "CONFIDENTIAL" any proprietary information contained in their bid(s) that they wish to protect from further disclosure or dissemination.

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

The OMIG is charged with making the final determination concerning any exemption from disclosure claimed by bidders. Simply stating a claim for exemption from disclosure or dissemination shall not be binding upon the OMIG or the State. In addition to so marking the information, bidders must provide the OMIG with a detailed written justification for classifying the information as "CONFIDENTIAL". A conclusory declaration that disclosure would be injurious will not suffice. Bidders 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 the OMIG may be required to release any such information if so ordered by a court of competent jurisdiction. In such event, the bidder will be notified of the

commencement of legal action to compel disclosure, and the bidder 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. BID AMENDMENT/WITHDRAWAL

A bid may be amended or withdrawn prior to the bid opening. A bidder who wishes to amend or withdraw its bid, must submit the amended bid or bid withdrawal in an envelope which is clearly marked on the outside, "**Amended Bid for IFB #OMIG 14-02**", or "**Bid Withdrawal for IFB #OMIG 14-02**", as appropriate. Any such amendment or withdrawal must be signed by a company representative who is duly authorized to amend or withdraw such bid on behalf of the Bidder (preferably the individual who signed the original bid).

Faxed or e-mailed amended bids or bid withdrawals will not be accepted. Amended bids and bid withdrawals may be sent by regular mail, or via overnight delivery, or delivered in person to the attention of Edwin Lake (BPFM), at the address indicated in the Designated Contact section of this IFB.

Amendments received after the bid opening date and time will be considered late and will be subject to the conditions outlined in "**Rejection of Bids**", below. Bid withdrawals received after the bid opening date and time will be considered late and therefore invalid, null and void, and of no effect.

Unless properly withdrawn as specified herein, all bids submitted in response to this IFB will remain binding upon bidders for a period of ninety (90) days after the bid opening date.

K. BID OPENING

Bids will be opened on October 2, 2014 at 2:30 pm (EDT) at 800 North Pearl Street, Albany, New York 12204. At the opening, the Bidders' company names will be announced and the bid prices will be recorded upon the Bid Tabulation Form and the results will be read aloud. No other information will be shared at that time. The contract will not be awarded at the time of the bid opening.

To attend the Bid Opening, all visitors must present photo identification at the reception desk on the 2nd floor of the building by 2:15 PM and be escorted to the bid opening location. Building access procedures require Bidders wishing to attend the bid opening to pre-register by September 25, 2014 at 4:00 PM in order to obtain access to the bid opening location. Registration can be done by emailing the OMIG at procurements@omig.ny.gov or mailing their intent to:

New York State Office of the Medicaid Inspector General
Ed Lake, Contract Management Specialist
Bureau of Procurement and Fiscal Management

800 North Pearl Street, 2nd Floor
Albany, New York 12204

Building access procedures may change or be modified at any time and will be posted on the OMIG website (Resources, Procurements, and then the Bid Opportunities page).

L. BID OPENING RESULTS

The OMIG will post bid results on the OMIG website (Resources, Procurements, Bid Opportunities). Such information is anticipated to be available online within two business days after the bid opening and can be found at:

<http://www.omig.ny.gov/resources/bid-opportunities>

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

Records Access Office
New York State Department of Health
Corning Tower, Room 2364
Albany, New York 12237-0044

Or electronically by e-mail address: foil@health.state.ny.us

M. REJECTION OF BIDS

The OMIG reserves the right to reject any or all bids, 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. In the event that there are no satisfactory bids, which fully comply with the bid specifications, the OMIG reserves the right to consider late or non-conforming bids. The OMIG will only award a Contract to a “responsible” and “responsive” bidder (as defined by State Finance Law, Section 163(9)(f)), that the OMIG determines to be qualified to satisfy the terms and conditions of this solicitation. The OMIG reserves the right and sole discretion to qualify a bidder as responsible and responsive. Neither the OMIG nor the State of New York shall be liable for any costs incurred by bidders in preparation for, or prior to approval of, an executed contract.

N. CONTRACT AWARD

Contract award is subject to the availability of funds. The OMIG will award one contract as a result of this IFB. The lowest Bidder who has been found to be both responsive and responsible will be selected as the winning Bidder. To be considered responsive, the Bidder must have submitted its bid on time and in accordance with the terms of this IFB. To be responsible, the Bidder will have met all criteria listed within the “Scope of Work” and “Contractor Requirements” sections of this IFB.

The Contract will be awarded to the Bidder that provides the lowest total contingency fee, has complied with all bid submission requirements, and is considered qualified by the OMIG to perform its contractual obligations as specified herein. Upon full execution of the Contract, such bidder will thereafter be referred to as the “Contractor”. The Contract shall be deemed to be fully executed and binding upon the State, upon execution by OSC. The OMIG will provide Contractor with a copy of the fully executed contract upon execution by OSC.

The OMIG will send written notice to all bidders notifying them of an award of a contract. If a bidder has been deemed “non-responsive” and/or “not responsible” in the process of determining an award, such bidder will receive as part of their written notice the reason(s) why its bid was so deemed.

O. REQUEST FOR DEBRIEFING

Notice of contract award will be provided to all bidders who submit a bid in response to this solicitation. Such notice will be provided to bidders by email with hard copy to follow.

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

Debriefings are not provided as a forum for unsuccessful bidders to elicit evidence of wrongdoing by the OMIG. Debriefings are provided for the purpose of assisting the unsuccessful bidder 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:

1. the strengths and weaknesses of the bidder’s bid;
2. identification of any areas in the bid which the OMIG found to be deficient.

The OMIG will not discuss information concerning competitors’ bids. Such information may be obtained subject to New York “Freedom of Information Law” (FOIL) (Public Officers Law § 89), by filing a request with New York State Department of Health’s Records Access Office at foil@health.state.ny.us.

In the event that any entity provides an unsatisfactory reference for the bidder, the OMIG will disclose the nature of the unsatisfactory reference but will not identify the entity.

Bidders must submit a written request for a debriefing to the OMIG’s Bureau of Procurement and Fiscal Management unit (BPFM) within ten (10) days from notice of contract award. The debriefing shall be scheduled within 30 business days of receipt of written request by the OMIG or as soon as practicable under the circumstances.

P. PROTEST OF CONTRACT AWARD

After the OMIG has awarded the contract to a successful bidder, 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 the 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: <http://www.osc.state.ny.us/agencies/gbull/attachments/contractawardprotestprocedure.pdf>

Such protest must be made in writing, within ten (10) days from notice of 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 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 the OMIG. The protest must be filed with OSC at the following address:

Charlotte Breeyear, Director
Bureau of Contracts
New York State Office of the State Comptroller
110 State Street, 11th Floor
Albany, NY 12236

The protesting party must simultaneously deliver a copy of the protest to the OMIG and the successful bidder, if the protesting party does know the identity of the successful bidder, 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 bidder, the protesting party shall state so in its affirmation and the OSC Bureau of Contracts shall provide the successful bidder with a copy of the protest. Any filing deadlines may be waived by the OSC Bureau of Contracts in its sole discretion.

Q. TERM OF CONTRACT

The Contract resulting from this IFB shall be effective May 18, 2015 or upon approval of the OSC, whichever is later, and shall run for five (5) years. With the parties' mutual consent, the agreement may be renewed for two (2) additional one (1) year periods; at the same rate of compensation, in a writing signed by both parties, and at the same terms and conditions.

R. 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

Payment of such invoices by the State (the 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. Bidders should refer to the OSC website (<http://www.osc.state.ny.us/epay/index.htm>) for information related to the electronic payments policies and procedures. All payments are based upon the contingency fee as proposed in the Bidder's Bid, incorporated into Appendix D of the resulting contract, subject to satisfactory submission of specified deliverables as detailed in Sections III and IV (Scope of Work and Contractor Requirements, respectively) of this IFB.

S. TIMELY FILING OF APPEALS

The OMIG requires a comprehensive medical and legal review of one hundred percent (100%) of all cases prior to submission to the Administrative Law Judge (ALJ) level of appeal. All cases meeting Medicare's home health coverage requirements shall be filed for ALJ appeal. Since cases have been thoroughly reviewed for appropriateness of appeal prior to the ALJ level, all those decided unfavorably shall be further appealed to the next levels (Departmental Appeals Board/Federal District Court) in a timely manner.

The Contractor must adhere to the standards as set forth below and in the requirements of the resultant Contract.

On a weekly basis, the Contractor must provide a report, in Excel or another OMIG-approved format, of cases that were approved or denied during that week. For each case that is denied, at any level, the report must include the following criteria:

- The case number;
- a brief description of why the case was denied;
- Contractor's opinion on whether the case should be appealed to the next level;
and
- justification for any recommendation of non-appeal.

If the Contractor believes that a specific case or cases should not be appealed to the next level, a note must be made at the time that the weekly report is submitted to the OMIG. The OMIG will review the suggestion(s) and advise the Contractor whether or not it is in agreement. The Contractor must continue to prepare the suggested case(s) for the next level of appeal while the OMIG reviews the suggestion(s).

Should Contractor performance fall below the predefined standard of *100% appealed within the timely filing requirement deadlines*, as measured by either Contractor reporting or the result of OMIG monitoring, the OMIG will reserve the right to find Contractor in breach and/or require that the Contractor develop and fully implement a corrective action plan. The corrective action plan must be delivered within five (5) business days of the determination that the performance standard is not being met. Upon approval by the OMIG, the corrective action must be implemented no later than five (5) days from the date the plan is approved by the OMIG.

T. IRREVOCABLE DOCUMENTARY LETTER OF CREDIT

The Parties acknowledge that the provision of Home Health Care Medicare Maximization services produced hereunder is a core function of the OMIG. The Parties further acknowledge that any failure to provide the services thereunder or to abide by the provisions as described within this IFB #OMIG 14-02 that are directly attributable to the Contractor's breach of the Contract would result in damages to the State. Therefore, Contractor's provision of Home Health Care Medicare Maximization services, as described in this IFB #OMIG 14-02 is of critical importance to OMIG, and any default by Contractor will constitute a breach of Contract.

Upon execution of the Contract by OSC, Contractor must provide surety for the faithful performance of the Contract in the form of an irrevocable documentary letter of credit, in the amount of one million dollars (\$1,000,000.00). Such letter of credit must be issued by a sound and reputable bank which is authorized to do business in the State of New York. Contractor shall, bearing all costs and expenses, obtain and maintain such letter of credit in effect for the term of the Contract and any extensions thereto, and for a further one-hundred twenty (120) days after Contract's expiration, by termination or otherwise.

The letter of credit shall name the State of New York, Office of the Medicaid Inspector General, as beneficiary. The letter of credit shall be invoked for the benefit of the State of New York, Office of the Medicaid Inspector General (OMIG), upon delivery of a sworn statement by OMIG to the issuing bank that the Contractor has breached the terms and conditions of the Contract with the State of New York, Office of the Medicaid Inspector General.

U. CONTRACTOR'S FORFEIT OF RIGHTS

If the Contract is terminated for breach, the Contractor forfeits the right to collect any and all contingency fees for cases that remain within the appeal process.

II. OVERVIEW

A. INTRODUCTION TO THE OFFICE OF THE MEDICAID INSPECTOR GENERAL

The OMIG was established by State statute as a separate, independent entity within the New York State Department of Health (DOH) to improve and preserve the integrity of the New York State Medicaid Program by conducting and coordinating fraud, waste and abuse control activities for all State agencies responsible for services funded by Medicaid. Some of the means by which the OMIG achieves its goal of effectively carrying out its mission are:

1. Pursuing civil and administrative enforcement actions against those who engage in fraud, waste or abuse or other illegal or inappropriate acts perpetrated within the 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. making information and evidence relating to potential criminal acts, which may be obtained in carrying out our duties, available to appropriate law enforcement;
4. receiving and investigating complaints of alleged failures of State and local officials to prevent, detect, and prosecute fraud, waste, and abuse; and
5. performing any other functions that are necessary or appropriate to fulfill the duties and responsibilities of the office.

In carrying out its mission, the OMIG conducts and supervises all prevention, detection, audit and investigation efforts and coordinates such activities with:

1. The Department of Health; specifically, the Office of Professional Medical Conduct (OPMC) and Bureau of Narcotic Enforcement (BNE);
2. the Offices of Mental Health (OMH); Office of People with Developmental Disabilities (OPWDD); Office of Alcoholism and Substance Abuse Services (OASAS); Office of Temporary Disability Assistance (OTDA); Office of Children and Family Services (OCFS); Office of the State Comptroller (OSC), and the Office of the Attorney General's (OAG) Medicaid Fraud Control Unit (MFCU);
3. other New York State agencies: State Education Department (SED) and Office of the Welfare Inspector General (OWIG);
4. New York State Justice Center;
5. the State's fiscal agent – Computer Sciences Corporation (CSC) – employed to operate the

Medicaid Management Information System;

6. other Federal agencies: Department of Health and Human Services (HHS), Office of the Inspector General (OIG), US Attorney General, and the Federal Bureau of Investigations (FBI); and
7. New York City Human Resource Administration and Local Social Service Districts.

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

More information about the OMIG can be found on the website www.omig.ny.gov.

B. DESCRIPTION OF THE DIVISION OF SYSTEMS UTILIZATION AND REVIEW

The Division of System Utilization and Review contains three separate bureaus: The Bureau of Business Intelligence, the Bureau of Payment Controls and Monitoring, and the Bureau of Third Party and Contract Reviews, which provide a number of services and business functions. Each bureau uses technology and business automation to achieve agency goals.

The Bureau of Business Intelligence and the Bureau of Payment Controls and Monitoring provide a wide range of analytical and recovery functions in both pre-payment and post-payment Medicaid claims.

The Bureau of Third Party and Contract Reviews has a primary mission to maximize cost avoidance and third party recoveries from all sources to ensure Medicaid is the payor of last resort. The Bureau is divided into three organizational units. All three units oversee contracts to accomplish this mission.

- The *Third Party Liability Unit* oversees the activities of the third party liability Contractor to the OMIG in accordance with the Medicaid Match & Recovery Contract requirements and State and Federal laws and regulations. The RAC or Recovery Audit Contract is also managed in this unit.
- The *Home Health Unit* works to maximize Medicare coverage for dual eligible recipients who receive home health care services paid by Medicaid. To determine Medicare's portion of the home health services charges, a traditional case-by-case approach through the Medicare appeals process is used. Once a favorable coverage determination is made, Medicare pays the appropriate share of the claim.

- The *Self-Disclosure Unit* is responsible for the statewide provider self-disclosure process. Providers are encouraged to investigate and report inappropriate Medicaid payments through their own compliance programs or through self-review. The Unit makes providers aware of the regulatory requirement of self-disclosure through the Medicaid Updates publication, the OMIG web site as well as one-on-one contact with providers and through speaking to trade associations.

C. 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 for “dual eligibles,” persons enrolled in both Medicare and Medicaid. The purpose of this project was to apply a sampling approach to determine the Medicare share of the cost of home health services claims for dual eligible beneficiaries that were inadvertently submitted to and paid by Medicaid.

The Demonstration initially covered Federal fiscal years 2000-2004, with subsequent extensions granted through 2010. During this time, the project recovered 1.7 billion dollars in improper payments.

With the expiration of the Demonstration project, New York State returned to the case-by-case, Traditional Appeals Project. This approach involves labor-intensive medical and legal processes to pursue Medicare coverage through all available levels of the Medicare Appeals Process.

D. ANTICIPATED VOLUME

With the return to the Traditional Appeals Project, the volume of claims which must be appealed for Medicare coverage has increased dramatically. While New York State continues to take a proactive stance in working with CMS on initiatives to address the labor-intensive traditional approach, no current agreement has been reached regarding an alternative method to address the volume of appeals. Currently, the NYS Medicaid program includes over 66,000 dual eligible recipients who receive home health care services. The Medicaid program reimburses over \$200 million annually for fee-for-service home health claims along with more than \$300 million for episodic payments rendered to dual eligible recipients. New York State expects the selected Contractor to initiate and manage all levels of the Medicare Appeals process for approximately 4 million claims annually. The claims are subject to Medicare timely filing requirements and shall be submitted monthly, quarterly, semi-annually, or annually, as determined by the OMIG.

As a result of significant Medicaid reform efforts, the enrollment of dual eligible recipients into Managed Long Term Care plans has steadily increased in New York State, and additional enrollments are anticipated. This shift of recipients receiving home health services reimbursed by fee-for-service Medicaid into Managed Long Term Care plans has resulted in a decrease in the volume of cases to appeal for Medicare coverage. In addition, New York State is expected to begin

enrolling certain dual eligible recipients into the Fully Integrated Duals Advantage Demonstration Program in the near future. Both initiatives are anticipated to reduce the volume of claims eligible for Medicare appeal. New York State plans to continually monitor the impact of these initiatives on the Home Health Care Medicare Maximization (HHC MMX) project.

Because the payment of home health services for dual eligible is subject to changes in Federal and State regulations and long term care policies which are difficult to predict, the Contractor and its processes must adapt its efforts to gain Medicare coverage to regulatory and policy shifts in home health services. Throughout the term of this contract, the Contractor may be required to alter its processes to conform to the changes in Federal and State regulations, policies and program initiatives.

Based upon historical statistics, The OMIG estimates that, during the Contract Term, approximately twenty-five thousand (25,000) to thirty thousand (30,000) client cases per year (average) will be selected for Medicare appeal. The OMIG defines a client “**case**” as “a single recipient ID for a single provider ID for the fiscal Year”.

III. SCOPE OF WORK

A. MEDICARE MAXIMIZATION SCOPE OF WORK

The OMIG would like to ensure that Medicaid clients who are also eligible for Medicare (i.e. dual eligible clients) receive all Medicare benefits to which they are legally entitled under law. Further, the OMIG recognizes the direct relationship that exists between a dual eligible client, that is not fully realizing the Medicare benefit to which they are entitled under law, and the cost shift that occurs to NYS Medicaid for the needed services. Under Federal regulation and New York State law, Medicaid is mandated to be the payor of last resort if any legally liable third party exists that must pay all, or part of a Medicaid client’s services covered under the Medicaid State Plan.

Medicare, as defined under Title XVIII of the Social Security Act, meets the definition of a legally liable third party. The Medicare rights of New York State’s dual eligible clients are subrogated to the OMIG thereby allowing the state agency or its agent to act in place of these individuals and exercise their Medicare due process rights. Also, as a condition of Medicaid eligibility, clients agree to let the OMIG file Medicare claims and pursue Medicare appeals on their behalf, and for the state agency to seek reimbursement for Medicaid paid care directly from his or her insurance company.

The intent of this IFB is to continue to enhance the OMIG’s current HHC MMX functionality in exercising Medicare due process rights for Certified Home Health Agency (CHHA) services covered under New York’s State Medicaid Plan.

Through this IFB, an HHC MMX Contractor will be selected to assist the OMIG with the identification and recovery of certain Medicaid-paid services rendered to dual eligible clients when the potential for Medicare coverage exists. A description of the OMIG's current HHC MMX process follows.

B. INTRODUCTION TO HOME HEALTH CARE MEDICARE MAXIMIZATION (HHC MMX)

CHHAs participating in the Medicare Program are required by Medicare regulations to determine when a patient's care is no longer covered under the Medicare benefit. In meeting this requirement, the CHHA issues the patient an Advanced Beneficiary Notice (ABN). The ABN transfers the liability for the cost of care from the provider to the patient. If the patient is dual eligible, the provider then seeks Medicaid reimbursement.

Home Health Care Maximization and Episodic Payment System Claims

As of May 1, 2012, a new Episodic Payment System (EPS) reimbursement methodology to reimburse CHHA providers for services provided to Medicaid patients receiving home care services took effect. The EPS is based on a price for 60-day episodes of care which will be adjusted by patient acuity and regional wage differences. The EPS is designed to address the issue of rapid growth in Medicaid costs per patient by better aligning payments with needed services and is part of a broad effort to promote the development of care management arrangements for Medicaid recipients.

Home Health Care Maximization and Rate- Based Claims

The Long-Term Home Health Care Program Waiver provides a coordinated plan of care and services to individuals who would otherwise be medically eligible for placement in a hospital or nursing facility for an extended period of time if such program were unavailable. All individuals receive case management and may receive other services based on assessment and each individual's service needs. Services offered may include nursing, therapies, and personal care services. In addition, the waiver allows Medicaid to pay for some services not provided through "regular" Medicaid such as respiratory therapy, medical social services, nutritional counseling, home maintenance and modifications, vehicular modifications, moving assistance, respite care, home delivered meals, personal emergency response system, assistive technology, community transitional services, and home and community support services.

Services provided to a special needs population of medically complex and fragile children, adolescents and young disabled adults by a CHHA operating under a pilot program are exempted from EPS and are billed as fee for service.

C. NEW YORK STATE'S CURRENT HHC MMX PROCESS

The OMIG's current HHC MMX program (Program) is based upon a Medicaid post-payment review and selection process. Client cases are developed and selected for appeal contingent upon such recipient criteria as claim diagnosis, quantity and type of skilled and dependent home health services, and Medicaid expenditures. The Program currently has five (5) distinct Medicare appeal years in play with client cases at various stages of the Medicare appeal process.

The Contractor performs and coordinates all HHC MMX procedures with the OMIG, the provider community, the Medicare contractors, the Office of Medicare Hearings and Appeals (OMHA), the Departmental Appeals Board, Federal District Court (FDC), and other entities. Required activities include:

1. Developing and selecting Medicaid client cases for Medicare appeal;
2. notifying providers of their selected client cases and Program responsibilities, and providing detailed instructions to CHHAs on action(s) needed to be taken (request to demand bill). Upon a favorable decision during the appeal process, the home health provider will be paid by Medicare for the services that are approved for Medicare coverage. The home health provider then submits a check directly to a lockbox for the portion that was billed incorrectly to Medicaid;
3. monitoring lock-box deposits to track recoveries that have been refunded to the State;
4. providing customer service to the providers and Medicare contractors in order to facilitate efficient Program processes;
5. developing and producing all required Program reporting for the OMIG;
6. holding regularly scheduled project meetings with the OMIG, as directed by the OMIG;
7. taking action on Medicare Initial Determinations of Coverage and filing cases to all subsequent levels of appeal;
8. educating State staff and providers regarding the Medicare Appeals process, as needed;
9. coordinating medical record flow to the MAC when it is necessary for a Medicare coverage determination to be performed;
10. performing regular Medicare and Medicaid Third Party Liability (TPL) training to the provider community;
11. assisting the provider community in making accurate Medicare coverage determinations;
12. following up with providers to enhance compliance; and
13. Preparation of invoices, check logs, and backup documentation to support recoveries.

Historically, the OMIG and its Contractor have worked with Home Health Trade Associations and their core group of representative CHHAs to develop and implement New York State's Program. The resulting positive working relationship established between the OMIG, its Contractor, and New York State's Home Health Industry is one of the primary reasons for the Program's success. It is the intent of this procurement to continue to foster this positive relationship.

IV. CONTRACTOR REQUIREMENTS

The Bidder must submit a bid that provides adequate response to all of the requirements of this Section IV. The OMIG will review the bid and determine whether the Bidder is responsible. A failure to provide all the requested information will automatically disqualify a Bidder for being non-responsive. A Bidder must meet the requirements of this Section IV in order to have its financial Bid considered for final Contract Award.

A. ORGANIZATIONAL CAPABILITY AND STRUCTURE

Responses to the requirements in this section must describe the Bidder's and any proposed subcontractor's background and experience relevant to Medicare Maximization. The responses must also address the details regarding the Bidder's organization and resources of the organization. The bid must clearly describe the Bidder's ability and competence to perform the requirements as described in this IFB. **Failure to respond to the requirements of this section will automatically disqualify a bidder from contention.**

1. Summary of Organizational Capacity – The OMIG is requesting bids from qualified organizations and proposed subcontractor(s), if applicable, to fulfill the HHC MMX functions as directed by the OMIG.

A Responsive Bid shall demonstrate that the Bidder and any proposed subcontractor(s), if applicable, have no less than five (5) years' experience in performing HHC MMX functions as described in the qualification requirements.

To submit a Responsive Bid, **the Bidder shall** include the following specific details regarding the Bidder and subcontractor(s), if applicable:

- a. Organization establishment date, mission at time of establishment, the current mission statement, and if the current mission is different from the original, a description of the changes in focus that led to the current missions;
- b. Description of how your organization meets the required Contractor Qualifications of this IFB to include at a minimum:
 - I. How, on behalf of the OMIG, the Contractor will perform specific functions to ensure reimbursement of home health care payments for care and services provided by the NYS Medicaid Plan to dual eligible beneficiaries in which Medicare legally responsible to the extent of Medicare's legal liability. In addition, please provide the procedures for collecting retroactive Medicare reimbursement.

- c. Explanation as to why your organization is well suited to implement the services required by this IFB.
 - d. Organization chart showing the hierarchical structure of functions and positions within your organization. Indicate on the diagram where the following functions related to this program will be located, including at a minimum: Program Director, Program Manager, Key Positions to include trained Lawyers, Clinical Health Care Professionals, Information Technology staff, Business Analysts, administrative staff and/or support staff.
2. Corporate Experience – To submit a Responsive Bid, **the Bidder shall**: describe its experience and success related to the Scope of Services for HHC MMX including the following information concerning the Bidder’s and any proposed subcontractor’s experience with other contracts or projects similar to the type of service contemplated by this IFB, whether ongoing or completed:
- a. Summary of relevant experience to include current range of services the organization provides, relevant to the functions to be performed as required under the resultant contract;
 - b. Identify all State agencies and commercial vendors for which the Bidder has engaged in similar or related contract work or projects completed within the last three (3) years with emphasis on activities relevant and related to the proposed program;
 - c. Explain whether work was performed as a prime Contractor or subcontractor. If the work was performed as a subcontractor, the Bidder must describe the scope of subcontracting activities;
 - d. Provide a signed release allowing the OMIG to access any evaluative information including, but not limited to, site reviews conducted by any state agency or commercial vendor for which Bidder has performed work in the past three (3) years;
- NOTE: The signed release must be submitted as a separate sheet of paper.**
- e. Identify contacts for those projects of similar scope, including name of customer’s project officer, title, mailing address, telephone number, fax number, and email address;
 - f. Identify the term for the contracts including the contract signing date, the project initiation date, the initial scheduled completion date, and the actual completion date;
 - g. List all contracts awarded to the Bidder or its predecessor firm(s) by the State of New

York during the past three (3) years by State, Agency, Division, Contact Person (with mailing address/telephone number/email address), period of performance and amount; and

h. List all sanctions, fines, penalties, or letters of non-compliance issued against the Bidder by any of the contracting entities listed above. The list shall describe the circumstance eliciting the sanction, fine, penalty, or letter of non-compliance and the corrective action or resolution to the sanction, fine, penalty, or letter of non-compliance. If no sanctions, fines, penalties, or letters of non-compliance were issued, a statement that attests that no sanction, fine, penalty, or non-compliance action has been imposed on the Bidder within the last three (3) years immediately preceding the IFB posting/release date must be submitted.

3. **Bidder References** – To submit a Responsive Bid, **the Bidder shall** provide three (3) specific programmatic references for the Bidder. References must be persons able to comment on the Bidder’s capability to perform the services specified in this IFB. The contact person must be an individual familiar with the organization and its day-to-day performance. If the Bidder has been a Contractor for the State of New York within the last three (3) years, the Bidder must include a State of New York reference. Bidders 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 email address. The OMIG will use these references in its evaluation of a Bidder’s responsibility. A non-responsive or negative reference may disqualify the Bidder by establishing it as a non-responsible bidder.

If the Bidder’s submission proposes the use of subcontractor(s) for service provision, the Bidder’s bid must also include three (3) programmatic references for each proposed subcontractor.

B. STAFFING REQUIREMENTS

Maximum page limitation is ten (10) single - sided or five (5) double - sided pages.

Job descriptions, resumes, and references are not included in the page limitation.

General - Responses for this section must describe the Bidder’s and any proposed subcontractor’s staffing as required in this IFB.

1. Key Positions - The term “Key Positions” refers to the positions related to key personnel who are responsible for the functions to perform the duties as described in the IFB, providing HHC MMX functions.

To submit a Responsive Bid, **the Bidder shall** propose Key Positions and/or subcontractor Key Positions related to the personnel responsible for the functions identified in this IFB, and to demonstrate that it has the necessary personnel resources to perform and meet the IFB's goals and objectives.

At a minimum, the following Key Positions must be proposed:

- a. Program Director
Responsible for overall operation and success of the HHC MMX Program.
 - b. Program Manager
Responsible for day-to-day management of the HHC MMX Program.
 - c. Trained Lawyers
Experienced and knowledgeable in regulations and policies of the Federal Medicare and Medicaid programs, and the Medicare Administrative Appeals Process. Bidder must have at least one (1) attorney on who is qualified to represent the OMIG in New York State Federal District Court.
 - d. Clinical Health Care Professional Services
Expertise in review of medical records to determine Medicare coverage. Clinical health care professional staff must include, at a minimum, Professional Registered Nurses with expertise in review of home health care medical records to determine Medicare coverage. The Contractor may also include other health care professional staff such as licensed Medical Doctors and licensed physical therapists.
 - e. Experienced Business Professionals, to provide, at a minimum, the following services:
 - I. Information Technology Services
Expertise in Medicare and Medicaid claims processing, data collection and analysis.
 - II. Business Analyst Services
Expertise in the understanding of Medicare policy, rules and regulations; Medicare billing and claim submission procedures and processes.
2. To submit a Responsive Bid, **the Bidder shall** describe the contract-related experience, credentials, education and training, and work experience required in job descriptions for the proposed key positions and in the resumes for key personnel proposed to fill the key positions and include:

- a. Experience with Bidder;
 - b. Experience working in this type of activity;
 - c. Education, experience, and training to perform assigned duties relevant to the requirements of this HHC MMX IFB.
3. To submit a Responsive Bid, **the Bidder shall** provide an organization chart showing anticipated lines of authority (reporting relationships) of the program staff proposed for the HHC MMX Program. Submit a staffing plan that includes current staff and the percent of time each key, proposed position will work on the HHC MMX Program or when your organization will hire staff and orient them to your organization, the HHC MMX Program, and their roles and responsibilities.
4. To submit a Responsive Bid, **the Bidder shall** provide three references for each key personnel that will be responsible for the operation and success of the HHC MMX Program: Names, positions, titles, telephone numbers and e-mail addresses of persons able to provide information concerning the proposed key personnel's experience and competence.

Resumes for key personnel proposed to fill the key positions are limited to two pages per resume. Bidders must incorporate job descriptions, resumes, and references into an appropriately tabbed "Appendices" section of the bid.

The resultant Contractor must notify the OMIG of changes in key personnel prior to such changes being made. The Contractor shall submit to the OMIG, the name and credentials of any persons who are proposed to replace existing or previously proposed program management staff or other key personnel identified by the State. These changes must not negatively impact the OMIG or adversely affect the ability of the Contractor to meet any requirement or deliverable set forth in this IFB and/or the resultant contract.

C. SUBCONTRACTORS

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

To submit a Responsive Bid, **the Bidder shall** include the following information about each proposed subcontractor:

- a. Legal Name, Address, Federal Employer Identification Number (FEIN);
- b. Contact Person Name, Title, Telephone Number, Fax Number, E-mail Address;
- c. Services to be provided;

- d. Subcontract Agreement Term;
- e. A sample subcontract shall be included in an appropriately tabbed "Appendices" section of the bid; and
- f. 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.

D. REPORTING AND TECHNOLOGY REQUIREMENTS

Maximum page limitation is ten (10) single - sided or five (5) double - sided pages.

General – Responses for this section must describe the Bidder's and any proposed subcontractor's capability and competence to perform the requirements specified in this IFB.

1. A requirement of the Contractor will be to provide various reports to the OMIG. The format and timing of the reports shall be determined by the OMIG. At a minimum, the Contractor shall be required to provide reports on the following:
 - a. The HHC MMX results that occurred at intervals directed by the OMIG;
 - b. amount of Medicare coverage obtained in an appeal;
 - c. Medicare recovery determinations by type of service, time period, quantity of services, and associated dollars;
 - d. service provider cases that have been selected for Medicare appeal;
 - e. service provider cases that have been withdrawn from the Medicare appeals process stating the date the case was closed and *the reason for its closure*;
 - f. service provider cases that have been closed at each level of the Medicare appeals process; and
 - g. ad hoc requests for information as made by the OMIG.
2. The Contractor must also provide electronic access to all decisions and medical reviews at every Medicare appeal level.
3. A requirement of this HHC MMX IFB is to meet the objectives of leveraging and implementing automation and technology, wherever possible, to ensure that Program operations between the OMIG, the provider community, the Medicare System, and other stakeholders are performed most efficiently. To submit a Responsive Bid, **the Bidder shall** include the following:
 - a. A description of its information system hardware and software that will be used to satisfy the Program requirements of this IFB;

- b. An explanation of how its information system capabilities will adequately meet its IFB response to the Program requirements;
- c. A description of how it will use automation and/or technology to increase the efficiency of the OMIG's current HHC MMX model;
- d. A description of what HHC MMX functions will be improved and made more efficient through its use of automation and technology;
- e. A description of how it will use automation and/or technology to support CHHA anticipated administrative work, required in its HHC MMX model;
- f. A description of a proposed reporting system that identifies all clients Medicare appeal activity for each type of service;
- g. A description of how its reporting methodology will allow the OMIG to know all aspects and status of a client's Medicare appeal;
- h. A description of a proposed reporting methodology that will allow the OMIG to recover "Medicare covered – Medicaid paid" services from health care providers for the respective types of service; and
- i. A description of how the Bidder will report to the OMIG any and all services specified in this IFB.

E. PROPOSED HHC MMX PROCESS

1. To submit a Responsive Bid, **the Bidder shall** explain any previous HHC MMX work it has performed on behalf of State Medicaid programs, health insurance companies, health insurance third party administrators and/or entities.
2. To submit a Responsive Bid, **the Bidder shall** describe how its proposed HHC MMX Model will enhance and improve the OMIG's current Program and how it will integrate its proposed HHC MMX processes into a seamless HHC MMX Model.
3. To submit a Responsive Bid, **the Bidder shall** include a narrative description and flow chart explaining how its HHC MMX model (including the use of subcontractors) will function. The description and flow chart should depict operational procedures, roles and responsibilities affecting all stakeholders including but not limited to:
 - a. The dual eligible client;
 - b. The OMIG as the State Medicaid Agency;
 - c. CHHAs;
 - d. Medicare Contractors;
 - e. OMHA, Departmental Appeals Board and FDC; and
 - f. Other entities.

4. To submit a Responsive Bid, **the Bidder shall** describe how the HHC MMX Model work shall result in a high quality recovery methodology that will identify and target, on a statewide basis, the highest number of dual eligible clients for home health services from the largest amount of home health care providers that are most likely to receive Medicare coverage.
5. To submit a Responsive Bid, **the Bidder shall** describe its established business relationships with the CMS, MAC, and New York's CHHAs applicable to performing HHC MMX.
6. To submit a Responsive Bid, **the Bidder shall** explain differences it believes exist between the Medicare Contractors, Administrative Law Judge, Departmental Appeals Board, and FDC regarding the interpretation of Medicare Part A "Home Health Services under Federal Medicare Regulations", the "Medicare Policy Manual" or other criteria, which adversely or positively affect a Medicare beneficiary's obtaining Medicare coverage. The Bidder shall integrate those ideas into its HHC MMX Model.
7. To submit a Responsive Bid, **the Bidder shall** describe the proposed HHC MMX Model's automated, electronic and efficient processes for the purpose of limiting the administrative burden and unnecessary work on all affected stakeholders.
8. To submit a Responsive Bid, **the Bidder shall** describe methods and processes to achieve the following goals:
 - a. Obtain a timely recovery of Medicaid paid services pursuant to 42 CFR Subpart D - Third Party Liability; embedded in the following hyperlink:
<http://www.gpo.gov/fdsys/pkg/CFR-2011-title42-vol4/pdf/CFR-2011-title42-vol4-part433-subpartD.pdf>
 - b. Improve coordination of Medicare and Medicaid benefits for dual eligible clients;
 - c. Improve provider billing practices to appropriately pursue Medicare; and
 - d. Reduce the provider administrative burden in the MMX process.
9. To submit a Responsive Bid, **the Bidder shall** describe and propose methods and processes to file a Medicare appeal to maximize a dual eligible client's Medicare Home Health benefit for Home Health services as contained in Medicare regulation 42 CFR § 409 Subpart E:
 - a. Skilled Nursing Services;
 - b. Home health aide services;
 - c. Physical therapy services;
 - d. Speech-language pathology services;
 - e. Occupational therapy services; and
 - f. Medical Social Services.

10. To submit a Responsive Bid, **the Bidder shall** make evident its understanding of applicable Federal Statute and directives and their impact on the OMIG's HHC MMX efforts.
11. To submit a Responsive Bid, **The Bidder shall** evaluate and describe the perceived impact (if any) of the following statutes and directives on the ability of New York State's dual eligible clients obtaining Medicare coverage for home health care services, which could ultimately shift costs to NYS Medicaid.
 - a. Patient Protection and Affordability Act of 2010, or Affordable Care Act (PPACA); The Patient Protection and Affordable Care Act Detailed Summary; embedded in the following hyperlink: [The Health Care Law & You | HealthCare.gov](#);
 - b. Health Care and Education Reconciliation Act of 2010 (HCERA); embedded in the following hyperlink: <http://www.ncsl.org/documents/health/ppaca-consolidated.pdf>;
 - c. Medicare Improvement for Patients and Provider Acts of 2008 (MIPPA); embedded in the following hyperlink: www.govtrack.us/congress/billtext.xpd?bill=h110-6331; and
 - d. Medicare Home Health Regulations: Improvement is not required to obtain coverage. 75 Federal Register 70461, amending 42CFR 409.44, effective January 1, 2011. You can view 75 Federal Register 70461 on page 90 of the embedded hyperlink: [70372 Federal Register /Vol. 75, No. 221/Wednesday, November 17...](#)
12. To submit a Responsive Bid, **the Bidder shall** describe any anticipated administrative work it believes will be required of CHHAs in its proposed HHC MMX model.
13. To submit a Responsive Bid, the Contractor must utilize all available Medicare appeal procedures provided under 42 CFR § 405 Subpart G and Subpart H, both embedded as hyperlinks, [Subpart G—Reconsiderations and Appeals Under Medicare Part A](#), [Subpart H—Appeals Under the Medicare Part B Program](#), §478 Subpart B, also embedded as a hyperlink, [Subpart B—Utilization and Quality Control Quality Improvement Organization \(QIO\) Reconsiderations and Appeals](#) as directed by the OMIG.
14. To submit a Responsive Bid, **the Bidder shall** demonstrate a strong understanding of the Medicare Administrative Appeals Process provided for under 42 CFR Part 405 Subpart G and Subpart H, and Part 478 Subpart B (provided in the hyperlinks above).
15. To submit a Responsive Bid, **the Bidder shall** describe its experience in the development and presentation of Medicare TPL coordination of benefits training programs as detailed below:

The Contractor shall develop and conduct Medicare TPL coordination of benefits training

programs for the CHHAs. The goal of the training programs is to educate the respective provider communities in maximizing a New York State dual eligible client's Medicare coverage prior to seeking reimbursement from NYS Medicaid program.

16. The Contractor shall assist the OMIG in Medicare recovery by providing information to the OMIG necessary to recover Medicare payments made to CHHAs from MMX work. The format and timing of this information shall be determined by the OMIG.
17. The Contractor will be required to report all necessary information to the OMIG and/or its business agents necessary to account for, and recover the following Medicaid paid services as a result of Medicare Part A coverage obtained for home health care services:
 - a. Skilled Nursing Services;
 - b. Home Health Aide Services;
 - c. Physical Therapy Services;
 - d. Occupational Therapy Services;
 - e. Speech-Language Pathology Services;
 - f. Medical Social Services.
18. The Contractor shall seek to work closely with the CMS and the MAC to work through any problems that may develop, either through CMS action or through bottlenecks created by the MAC. If the issues cannot be resolved through discussion, the Contractor shall assist the OMIG to take further action to resolve any MMX program problems, including but not limited to litigation.
19. The Contractor will be responsible for the follow-up, research and determination if its HHC MMX model should be performed for dual eligible clients receiving services from home health care providers that are in bankruptcy, reorganization, dissolution, receivership, change in ownership or other change in business condition.
20. The HHC MMX Contractor processes to perform this work are dynamic. Throughout the term of this contract the Contractor may be required to alter its processes. The Medicare coordination of benefits and recovery efforts expected through this contract shall require ongoing collaboration and discussion between the OMIG and the Contractor with the mutual understanding that the specific process mechanisms employed by the OMIG and the Contractor may change throughout the term of the contract.

F. STORAGE OF RECOVERED FUNDS

A comprehensive recovery process must be in place as the primary part of OMIG's efforts for

recovery of Medicare expenditures. The contractor will issues requests to home health providers to demand bill Medicare for home health services previously paid, incorrectly, by Medicaid. As a result of the appeals process, the home health provider will be paid by Medicare for the services which are approved for Medicare coverage (but were previously billed to Medicaid). The home health provider then submits final remittance advice to the Contractor and issues a check, in the amount paid by Medicare, directly to a lockbox.

The contractor is responsible for the following:

1. Follow established recovery process for creating a lockbox, which serves as a repository for Medicare recoveries. The contractor cannot remove money from the lockbox; however, is required to monitor the lockbox activity;
2. account for all claims on its accounts receivable system and post payments received. State staff reconciles the bank statements and approves fee payments based on verified recovery amounts. The State will arrange for periodically sweeping funds from this account or other transfer arrangement;
3. train and supervise the Contractor's staff in the provider relations and recovery functions, State regulations, policies and processes;
4. review provider responses, including documentation for all or part of the Medicare payment, remittance statements, and any other documentation the provider may submit refuting Medicare liability;
5. determine incomplete or inadequate responses resulting in the home health provider being notified in writing that the response to the Contractor's request for demand billing is incomplete;
6. respond to home health provider inquiries regarding the initial mailings and provide explanations before and after the Medicare recovery has occurred;
7. investigate and resolve provider disagreements resulting from the request for demand billing;
8. perform reconciliations of the Medicare recoveries as requested or necessary, and reconcile recoveries with the monthly status report;
9. prepare fiscal reports on recoveries, as requested;
10. resolve discrepancies with the OMIG and Agency staff to accurately document recoveries;
11. develop policies concerning the reconciliation of checks that are sent to the wrong lockbox and/or are made out to unacceptable payees.

V. THE OMIG RESPONSIBILITIES

The following is a list of responsibilities that are specific to the OMIG. If the Bidder requires that the OMIG undertake additional responsibilities in order to perform its duties, as outlined in this IFB, the Bidder must indicate such in its bid. The OMIG is under no obligation to accept these additional responsibilities and will have the final determination as to whether or not they will be acceptable.

A. PROJECT MANAGEMENT

A Project Manager will be appointed by the OMIG. This individual will be responsible for monitoring project progress and will have final authority to approve/disapprove project deliverables.

B. STAFF COORDINATION

The Project Manager will coordinate all needed contacts between the resultant HHC MMX Contractor and the OMIG staff.

C. APPROVAL OF DELIVERABLES

The Project Manager will review, evaluate, and approve all deliverables before the HHC MMX Contractor is released from further responsibility.

D. POLICY DECISIONS

The OMIG retains final authority for making policy decisions affecting completion of the HHC MMX project. In addition, the OMIG shall:

1. Monitor the HHC MMX Contractor's performance and request updates, as appropriate;
2. Respond to written requests for policy interpretations;
3. Provide technical assistance to the HHC MMX Contractor, as needed; and
4. Provide data as required by the HHC MMX Contractor to perform the functions of the HHC MMX contract.

VI. ADMINISTRATIVE REQUIREMENTS

A. INSURANCE REQUIREMENTS

Prior to the commencement of the Contract, the Contractor must file with the 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 the OMIG.

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

All required insurances must be:

1. Obtained at the sole cost and expense of the Contractor;
2. 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 the OMIG and are the sole responsibility of the Contractor;
3. Insured with a carrier that is rated at least and "A" Class VII in the most recently published Best Insurance Report; and
4. Must include the OMIG as additional insured.

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

The Contractor must provide:

1. Commercial General Liability Insurance:
 - a. Must have a limit of not less than \$5,000,000 each occurrence;
 - b. Must be written on the ISO Occurrence form CG 00 01, or a substitute form providing equivalent coverage;
 - c. If such insurance contains an aggregate limit, it shall apply separately per assignment per investigator (project) basis; and
 - d. Coverage for the use of reasonable force to protect persons and property must be included.
2. Employee dishonesty coverage:
 - a. Must have a coverage limit of not less than \$1,000,000;
 - b. Must include money, securities, or property other than money and securities, including property in your care, custody or control;

- c. Must include all employees including contract and temporary, whether identified or not, acting alone or in collusion with others; and
 - d. A joint loss payable endorsement shall be attached naming the OMIG as loss payee due to any loss arising out of this contract.
3. Commercial Business Automobile Liability Insurance:
 - a. Must have coverage limit not less than \$1,000,000 per accident.
 - b. Must cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.
4. Errors and Omissions Liability Insurance:
 - a. Must have a limit of not less than \$5,000,000 per loss;
 - b. Must apply to professional errors, acts, or omissions arising out of the scope of services covered by this Contract; and
 - c. 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.

The Contractor shall require that any subcontractors hired, carry insurance with the same limits and provisions provided. This additional insurance requirement does not replace or apply those required for Workers Compensation or Disability Benefits Coverage.

5. Workers' Compensation, for which one of the following is incorporated into this Contract as Appendix E-1:
 - CE-200, Affidavit For New York Entities and Any Out-of-State Entities With No Employees, that NYS Workers' Compensation and/or Disability Benefits Insurance Coverage is NOT Required; OR
 - C-105.2 – Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the U-26.3; OR
 - SI-12 – Certificate of Workers' Compensation Self-Insurance, OR GSI-105.2 – Certificate of Participation in Workers' Compensation Group Self-Insurance.
6. Disability Benefits coverage, for which one of the following is incorporated into this contract as Appendix E-2:
 - CE-200, Affidavit for New York Entities and Any Out-Of-State Entities with No Employees, that NYS Workers' Compensation and/or Disability Benefits Insurance Coverage is NOT Required; OR

- DB-120.1 – Certificate of Disability Benefits Insurance; OR
- DB-155 – Certificate of Disability Benefits Self-Insurance.

B. VENDOR RESPONSIBILITY

New York State Finance Law Article XI §163(3) (a) (ii) requires that contracts be awarded to responsible Contractors. Agencies must conduct an affirmative review of the responsibility of any Contractor to whom they propose to make a contract award, and determine that such Contractor is responsible. Bidders are invited to file the required Vendor Responsibility Questionnaire online, via the New York State VendRep System. Bidders may elect to submit a completed hard-copy questionnaire, in lieu of using this electronic format.

To enroll in and use the New York State VendRep System, bidders should refer to the VendRep System Instructions available at www.osc.state.ny.us/vendrep, or they may access the VendRep System online, at <https://portal.osc.state.ny.us>. For assistance using the VendRep System, bidders may contact the OSC Help Desk at 866-370-4672 or 518-408-4672, or by email at helpdesk@osc.state.ny.us. Bidders electing to file a hard-copy questionnaire can obtain the questionnaire form at the VendRep website (www.osc.state.ny.us/vendrep), or they may contact the OMIG or the Office of the State Comptroller to obtain a copy. Bidders must also complete and submit the Vendor Responsibility Attestation.

The OMIG reserves the right to verify all information provided by the bidder to whom an award of contract is made. The OMIG reserves the right to disqualify a Bidder/Contractor as “not-responsible”, in the event that the Bidder/Contractor has intentionally provided false or incomplete information, or has intentionally failed to disclose pertinent information. The OMIG reserves the right to make continuing responsibility determinations at any time during the term of the Contract.

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Medicaid Inspector General (MIG) or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

Suspension of Work (for Non-Responsibility): The MIG or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor 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 Contractor, 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 Contractor's expense where the Contractor 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.

C. PIGGYBACKING

NYS Finance Law Section 163(10)(e)(<http://www.ogs.state.ny.us/procurecounc/pgbguidelines.asp>) allows the Commissioner of the NYS Office of General Services to consent to the use of this contract by other New York State Agencies, and other authorized purchasers, subject to conditions and the Contractor's consent.

D. BID OWNERSHIP

All bids and accompanying documentation become the property of the State of New York and will not be returned. The OMIG reserves the right to use any portions of the Bidder's bid 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.

E. 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, this Issuing Entity 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, this Issuing Entity does not discriminate against individuals on the basis of national origin or citizenship.

F. NOTICES

All notices permitted or required hereunder shall be in writing and shall be transmitted either: certified or registered United State 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.

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.

G. SUBCONTRACTING

Subcontracting will be permitted only with prior written approval from the OMIG. Bidders must warrant in the Transmittal letter that they will not delegate or subcontract their responsibilities under the contract without prior written approval from the OMIG.

Written subcontracting agreements must be submitted to the OMIG for review and approval before any subcontracting arrangement may take place.

The Contractor shall not be relieved in any way of any responsibility, duty or obligation of this Agreement by subcontracting or by any terms of any subcontract.

H. THE OMIG'S RIGHTS RESERVED

The OMIG may:

1. Withdraw the IFB at any time, at the agency's sole discretion.
2. Reject any or all bids received in response to this IFB.
3. Adjust or correct any arithmetical error in the bid and so notify the Bidder.
4. Waive or modify minor irregularities in bids received after prior notification to the Bidder.
5. Eliminate any mandatory, non-material specification that cannot be complied with by all of the prospective Bidders.
6. 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 a bidder's bid and/or to determine a bidder's compliance with the requirements of the solicitation.
7. Change any scheduled dates.
8. Amend and modify the IFB specifications after the release and so notify all vendors.

9. Consider modifications to bids at any time before the award is made, if such action is in the best interest of the OMIG.
10. Adopt as the OMIG property, all information obtained through the submitted bid, site visits, management interviews and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the Bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the IFB.
11. Find Bidder in breach if Bidder no longer meets staffing requirements set forth in this IFB.
12. Negotiate with Bidders, within the scope of IFB requirements, to serve the best interests of the OMIG.
13. Begin contract negotiations with another Bidder in order to serve the best interest of the OMIG in the event that the OMIG is unsuccessful in negotiating a contract with the selected Bidder.
14. Review the Bidder's records used in determining their bid.
15. Require the Bidder to demonstrate, to the satisfaction of the OMIG, any feature(s) presented as a part of its bid.
16. Make inquiries, at the OMIG's discretion and by means which it may choose, into the Bidder's background or statements made in the bid to determine the truth and accuracy of all statements made therein.
17. After an unsuccessful attempt to speak with the contact person noted on the reference form, survey another person knowledgeable and familiar with the Bidder from the submitted reference due to time constraints.
18. Invalidate a bidder's scores at any time during the evaluation process if the Bidder's bid is deemed non-responsive or is disqualified.
19. Evaluate, accept and/or reject any and all bids, in whole or in part, and waive technicalities, irregularities, and omissions if, in the OMIG's considered judgment, the best interests of the OMIG will be served. Separable portions of offers may also be accepted or rejected. In the event compliant bids are not received, the OMIG reserves the right to consider late or non-conforming bids as offers.
20. 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 the OMIG. Should the amount withheld be finally paid, a cash discount originally offered may be taken by the OMIG as if no delay in payment had occurred.

21. If the OMIG must terminate the contract for non-conformance or if the Contractor is unable to maintain the support required, the OMIG reserves the right, with the approval of the OSC, to award a contract to the next highest bidder of the original bid submission within the first twelve (12) months of the award.
22. Submission of an invoice and payment, or electronic transmission, thereof by the OMIG shall not preclude the 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 bid 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 the OMIG.
23. Award to several Bidders.

I. BIDDER CERTIFICATION REQUIREMENTS

Any Bidder submitting a bid in response to this IFB must certify in writing acceptance of the following contract conditions that relate to consideration of the bid:

1. The OMIG reserves the sole right of judgment and acceptance of a bidder's written bid and/or interview;
2. the Bidder's bid must remain in effect for ninety (90) days from the bid due date. However, a non-successful Bidder may withdraw its bid upon notice any time after the selection of the successful Bidder, upon written notice to the OMIG. Bidders whose bids have been rejected by the OMIG shall be notified of such rejection;
3. the Bidder certifies that, if selected, all services described under Section III can and will be provided;
4. the Bidder warrants that, if selected, it will not delegate or subcontract its responsibilities under the contract without prior written approval from the OMIG;
5. written subcontracting agreements must be submitted for review and approval by the OMIG before any subcontracting arrangement may take place;
6. the Bidder warrants that all information provided by it in connection with this bid is true and accurate;
7. the Bidder 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 bid shall not be considered for award if the price in the bid was not arrived at independently without collusion, consultation, communication or agreement as to any matter relating to such prices with any other Bidder or with any competitor;
9. the successful Bidder 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 the OMIG is an agency of the State of New York and tax exempt by statute; and
10. the successful Bidder will save and hold harmless the OMIG and its management from all claims, suits, litigation and legal liability from any acts or omissions committed by the Bidder during the course of the contract. The OMIG reserves the right to retain counsel of the OMIG's choice, at the expense of the Bidder, to advise and represent the OMIG in connection with any such suits or actions including, without limitation, the initiation or defense of any litigation or other legal action.

J. INFORMATION SECURITY BREACH AND NOTIFICATION ACT

Section 208 of the State Technology Law (STL) and Section 899-aa of the General Business Law (GBL) require that businesses conducting business in New York must disclose any breaches of computerized data which includes 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 includes private information must file notices of 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: <http://www.dhses.ny.gov/ocs/breach-notification/>.

K. INDEMNIFICATION

The Contractor shall fully indemnify, defend and hold harmless the OMIG, and the employees, agents and officers of the 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 IFB, by the Contractor, or which are based upon or result from acts or omissions constituting bad faith, willful misfeasance, negligence or reckless disregard of duties in connection with the performance by the Contractor or any or its agents, officers, directors or employees of any of the Contractor's duties, responsibilities

or obligations under an Agreement as a result of this IFB. The indemnification contained in this section is in addition to and not in lieu of any other rights or remedies which the OMIG or the employees, agents or officers of the OMIG may have against the Contractor and shall not be construed to limit in any way the duties and obligations of the Contractor contained in an Agreement as a result of this IFB. Nothing contained herein shall inure to the benefit of any insurer or other third party.

L. IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). The list of prohibited entities may be found at the following address: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>. A copy of the law, itself, may be found here: <http://www.ogs.ny.gov/about/regs/docs/ida2012.pdf>

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should the OMIG receive information that a person is in violation of the above-referenced certification, the OMIG will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the OMIG shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in breach.

The OMIG reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

VII. STANDARD CONTRACT REQUIREMENTS

A. APPENDICES

The following will be incorporated as appendices into any contract resulting from this Invitation for Bid. This Invitation for Bid will, itself, be referenced as an appendix of the contract.

1. APPENDIX A - Standard Clauses for All New York State Contracts

Appendix A includes a number of Federal and New York State laws, rules, and regulations which impact State procurements.

2. APPENDIX B - General Specifications

These are specific terms and conditions applicable to procurements entered in to by the Office of the Medicaid Inspector General.

3. APPENDIX C - Invitation for Bid

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

4. APPENDIX D – Bid

The Bidder's bid (if selected for award), including any required forms.

5. APPENDIX E – Contractual Insurances

This appendix contains documentation that the Contract complies with all the insurance requirements of this Contract.

6. APPENDIX F - Omnibus Procurement Act of 1992

The Omnibus Procurement Act of 1992 requires that by signing this bid or contract, as applicable, Contractor certifies that whenever the total bid amount is greater than \$1 million: (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State; (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended; (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and (d)

The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

7. APPENDIX G - Affidavit of Non-Collusion

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

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

This agreement contains information about the Federal Health Insurance Portability and Accountability Act of 1996. The New York State Department of Health has summarized the criteria for compliance as a Business Associate, and the Office of the Medicaid Inspector General (OMIG) attaches Appendix H – “Federal Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement Governing Privacy and Security” to each applicable procurement. Bidders should understand the criteria for remaining in compliance with HIPAA regulations, and should read and retain a copy for their files.

9. APPENDIX I - MacBride Fair Employment Principles Certification

If Bidder has business operations in Northern Ireland, they certify they will conduct these operations in compliance with MacBride Fair Employment Principles.

10. APPENDIX J - Certification of Compliance with State Finance Law 139 k (5)

Section 5-a of the Tax Law, as amended effective April 26, 2006, requires certain Contractors awarded certain State contracts valued at more than \$100,000 to certify to the Department of Taxation and Finance (DTF) that they, and to the best of their knowledge, their affiliates and subcontractors, are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the immediately preceding four consecutive sales tax quarters. The Contractor must also certify to the procuring agency, under penalty of perjury, in writing (via ST-220-CA) that the requisite certification (ST-220-TD) has been made to the DTF, 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 the 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 in excess of \$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 (DTF) 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

11. APPENDIX K - Confidentiality Agreement

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

12. APPENDIX L - 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 (SFL) relative to lobbying on government procurements. More specifically, the Lobbying Law creates two new sections in the SFL: Section 139-j addresses the restrictions “contacts” during the procurement process; and Section 139-k addresses the disclosure of contacts and the responsibility of Bidders during the procurement process. The Lobbying Law applies to all procurements initiated on or after January 1, 2006, and with an annual expenditure in excess of \$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 Bids (IFB), Invitation for Bids (IFB), solicitation of bids, or any other method for soliciting responses from Bidders intending to result in a procurement contract by the OMIG; and ending with the final contract award and approval by the OMIG and OSC (if required) – the only OMIG employee(s) that the Bidder may contact is/are the 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. A bidder shall 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 SFL §139-k(4) obligates the 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. The OMIG employees who are designated as contacts must advise Bidders or those designated, employed, or retained by the Bidder, of the 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 Bidder or was retained, employed, or designated on behalf of the Bidder to appear before or contact the 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 shall 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 Bidder.

A bidder that submits a bid 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 the OMIG with respect to the SFL §139-k is complete, true, and accurate; and (c) disclose whether any governmental entity has, within the prior four years, found the Bidder non-responsible due to a violation of the SFL §139-j, or the intentional provision of false or incomplete information. To satisfy the requirement regarding Bidder’s disclosure, the governmental entity must specifically request information regarding prior findings of non-responsibility for violations of SFL §139-j or SFL §139-k. A general request for prior findings of non-responsibility is not sufficient. Further, all OMIG procurement contracts will contain a provision authorizing the 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 the OMIG “Procurement Lobbying Act – Bidder Affirmation and Certification Form” provides the Bidder’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 the OMIG's finding that the information provided was intentionally false or intentionally incomplete.

13. APPENDIX M - M/WBE Utilization Plan for Subcontracting and Purchasing

The OMIG encourages the use of Minority and/or Women Owned Business Enterprises (M/WBE's) for any subcontracting or purchasing related to this contract. Bidders who are not currently a New York State certified M/WBE must define the portion of all consumable products and personnel required for this bid that will be sourced from an M/WBE. The amount must be stated in total dollars and as a percent of the total cost necessary to fulfill the IFB requirement. Supportive documentation must include a detail description of work that is required including products and services.

The goal for usage of M/WBE's is at least 0% of monies used for contract activities (Minority-owned – 0%; Women-owned – 0%). In order to assure a good-faith effort to attain this goal, the OMIG requires that Bidders complete the attached M/WBE Utilization Plan and submit this Plan with their bid documents.

Bidders that are New York State certified MBE's or WBE's are not required to complete this form. Instead, such Bidders must simply provide evidence of their certified status.

Failure to submit the above referenced Plan or evidence of certified M/WBE status may result in disqualification of the vendor from consideration for award.

Equal Employment Opportunity (EEO)

By submission of a bid or bid in response to this solicitation, the Bidder agrees with all of 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 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 Bidder compliance with the Equal Employment Opportunity requirements:

- Staffing Plan (Form EEO 100)

To ensure compliance with the foregoing section, the Bidder 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. Bidders shall complete the Staffing Plan form and submit it as part of their bid 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 bid.

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

Once a contract has been awarded, the Contractor is responsible to update the 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 the OMIG's Bureau of Procurement and Fiscal Management (BPFM) 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.

14. APPENDIX X – Modification Agreement Form

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

B. ATTACHMENTS

1. Bidder's Check list
2. Bid Proposal Form
3. Subcontractor Forms; if applicable
4. Conflict of Interest

Each Bidder must include a statement in the bid describing all actual or potential relationships

which may be considered to be a "conflict of interest." The "conflict of interest" will be taken under consideration by the OMIG Bid Evaluation Committee. The Committee's determination of a disqualifying "conflict of interest" is final.

5. Statement of Competing Commitments

Each Bidder must provide a Statement of Competing Commitments, a list of any contractual obligations they have entered into which requires effort on their part during the period that the Bidder will be working on the contract resulting from this IFB.

Appendix A - Standard Clauses for NYS Contracts

Appendix B - General Specifications

Appendix C - Invitation for Bid

Appendix D - Bid

Appendix E - Contractual Insurances

Appendix E-1 – Proof of Worker’s Compensation Coverage
(To be provided by awardee)

Appendix E-2 – Proof of Disability Benefits Coverage
(To be provided by awardee)

Appendix F - Omnibus Procurement Act of 1992

Appendix G - Affidavit of Non-Collusion

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

Appendix I - MacBride Fair Employment Principles Certification

Appendix J - Certification of Compliance with State Finance Law 139 k (5)

Appendix K - Confidentiality Agreement

Appendix L - Procurement Lobbying Legislation

Appendix M - M/WBE Utilization Plan for Subcontracting and Purchasing and Equal Employment Opportunity (EEO)

Appendix X - Modification Agreement Form

Attachment 1 - Bidder's Checklist

Organizational Capability and Structure

	Requirement	Corresponding IFB Page #	Response on Bid Page #
1.	Summary of Organizational Capacity	22	
	A Responsive Bid shall demonstrate that the Bidder and any proposed subcontractor(s), if applicable, have <u>no less than five (5) years'</u> experience in performing HHC MMX functions as described in the qualification requirements.		
	To submit a Responsive Bid, the Bidder shall include the following specific details regarding the Bidder and subcontractor(s), if applicable:		
1a.	Organization establishment date, mission at time of establishment, the current mission statement, and if the current mission is different from the original, a description of the changes in focus that led to the current missions.	22	
1b.	Description of how your organization meets these requirements: How, on behalf of the OMIG, the Contractor will perform specific functions to ensure reimbursement of home health care payments for care and services provided by the NYS Medicaid Plan to dual eligible beneficiaries in which Medicare legally responsible to the extent of Medicare's legal liability. In addition, please provide the procedures for collecting retroactive Medicare reimbursement.	22	
1c.	Explanation as to why your organization is well suited to implement the services required by this IFB.	23	
1d.	Organization chart showing the hierarchical structure of functions and positions within your organization.	23	
2.	Corporate Experience	23	
	To submit a Responsive Bid, the Bidder shall: describe its experience and success related to the Scope of Services for HHC MMX including the following information concerning the Bidder's and any proposed subcontractor's experience with other contracts or projects similar to the type of service contemplated by this IFB, whether ongoing or completed.		
2a.	Summary of relevant experience to include current range of services the organization provides, relevant to the functions to be performed as required under the resultant contract.	23	
2b.	Identify all State agencies and commercial vendors for which the Bidder has engaged in similar or related contract work or projects completed within the last three (3) years with emphasis on activities relevant and related to the proposed program.	23	
2c.	Explain whether work was performed as a prime Contractor or subcontractor. If the work was performed as a subcontractor, the Bidder must describe the scope of subcontracting activities.	23	
2d.	Provide a signed release allowing the OMIG to access any evaluative information including, but not limited to, site reviews conducted by and state agency or commercial vendor for which Bidder has performed work in the past three (3) years.	23	

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	NOTE: The signed release must be submitted as a separate sheet of paper.		
2e.	Identify contacts for those projects of similar scope, including name of customer's project officer, title, mailing address, telephone number, fax number, and email address.	23	
2f.	Identify the term for the contracts including the contract signing date, the project initiation date, the initial scheduled completion date, and the actual completion date.	23	
2g.	List all contracts awarded to the Bidder or its predecessor firm(s) by the State of New York during the past three (3) years by State, Agency, Division, Contact Person (with mailing address/telephone number/email address), period of performance and amount.	23	
2h.	List all sanctions, fines, penalties, or letters of non-compliance issued against the Bidder by any of the contracting entities listed above. The list shall describe the circumstance eliciting the sanction, fine, penalty, or letter of non-compliance and the corrective action or resolution to the sanction, fine, penalty, or letter of non-compliance. If no sanctions, fines, penalties, or letters of non-compliance were issued, a statement that attests that no sanction, fine, penalty, or non-compliance action has been imposed on the Bidder within the last three (3) years immediately preceding the IFB posting/release date must be submitted.	24	
3.	<p>Bidder References</p> <p>To submit a Responsive Bid, the Bidder shall provide three (3) specific programmatic references for the Bidder. <u>References must be persons able to comment on the Bidder's capability to perform the services specified in this IFB.</u> The contact person must be an individual familiar with the organization and its day-to-day performance. If the Bidder has been a Contractor for the State of New York within the last three (3) years, the Bidder must include a State of New York reference. Bidders 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 email address. The OMIG will use these references in its evaluation of a Bidder's responsibility. A non-responsive or negative reference may disqualify the Bidder by establishing it as a non-responsible bidder.</p> <p>If the Bidder's submission proposes the use of subcontractor(s) for service provision, the Bidder's bid must also include three (3) programmatic references for each proposed subcontractor.</p>	24	

Staffing Requirements

	Requirement	Corresponding IFB Page #	Response on Bid Page #
	General - Responses for this section must describe the Bidder's and any proposed subcontractor's staffing as required in this IFB.		
1.	To submit a Responsive Bid, the Bidder shall propose Key Positions and/or subcontractor Key Positions related to the personnel responsible for the functions identified in this IFB, and to demonstrate that it has the necessary personnel resources to perform and meet the IFB's goals and objectives.	24	

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	At a minimum, the following Key Positions must be proposed:		
1a.	a. Program Director Responsible for overall operation and success of the HHC MMX Program.	25	
1b.	b. Program Manager Responsible for day-to-day management of the HHC MMX Program.	25	
1c.	c. Trained Lawyers Experienced and knowledgeable in regulations and policies of the Federal Medicare and Medicaid programs, and the Medicare Administrative Appeals Process.	25	
1d.	d. Clinical Health Care Professional Services Expertise in review of medical records to determine Medicare coverage. Clinical health care professional staff must include, <u>at a minimum</u> , Professional Registered Nursing staff with expertise in review of home health care medical records to determine Medicare coverage. The Contractor may also include other health care professional staff such as licensed Medical Doctors and licensed physical therapists.	25	
1e.	<u>Experienced Business Professionals</u> , to provide, at a minimum, the following services:	25	
	I. Information Technology Services Expertise in Medicare and Medicaid claims processing, data collection and analysis.		
	II. Business Analyst Services Expertise in the understanding of Medicare policy, rules and regulations; Medicare billing and claim submission procedures and processes.		
2.	To submit a Responsive Bid, the Bidder shall describe the contract-related experience, credentials, education and training, and work experience required in job descriptions for the proposed key positions and in the resumes for key personnel proposed to fill the key positions and include:	25	
2a.	Experience with Bidder.	26	
2b.	Experience working in this type of activity.	26	
2c.	Education, experience, and training to perform assigned duties relevant to the requirements of this HHC MMX IFB.	26	
3.	To submit a Responsive Bid, the Bidder shall provide an organization chart showing anticipated lines of authority (reporting relationships) of the program staff proposed for the HHC MMX Program. Submit a staffing plan that includes current staff and the percent of time each key, proposed position will work on the HHC MMX Program or when your organization will hire staff and orient them to your organization, the HHC MMX Program, and their roles and responsibilities.	26	
4.	To submit a Responsive Bid, the Bidder shall provide three references for each key personnel that will be responsible for the operation and success of the HHC MMX Program: Names, positions, titles, telephone numbers and e-mail addresses of persons able to provide information concerning the proposed key personnel's experience and competence.	26	
	Resumes for key personnel proposed to fill the key positions are limited to two pages per resume. Bidders must incorporate job descriptions, resumes, and references into an appropriately tabbed "Appendices" section of the bid. The resultant Contractor must notify the OMIG of changes in key personnel prior to such changes being made. The Contractor shall submit to the OMIG, the name and credentials of any persons who are proposed to replace existing or previously		

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	proposed program management staff or other key personnel identified by the State. These changes must not negatively impact the OMIG or adversely affect the ability of the Contractor to meet any requirement or deliverable set forth in this IFB and/or the resultant contract.		
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Subcontractors

	Requirement	Corresponding IFB Page #	Response on Bid Page #
	If the Bidder is proposing the use of any subcontractors to provide any of the services required by this IFB, each subcontractor must be identified and the proposed services must be outlined in its bid. All subcontractors are subject to the OMIG’s prior approval.		
1.	To submit a Responsive Bid, the Bidder shall include the following information about each proposed subcontractor:		
1a.	Legal Name, Address, Federal Employer Identification Number (FEIN).	26	
1b.	Contact Person Name, Title, Telephone Number, Fax Number, E-mail Address.	26	
1c.	Services to be provided.	26	
1d.	Subcontract Agreement Term.	27	
1e.	A sample subcontract shall be included in an appropriately tabbed “Appendices” section of the bid.	27	
1f.	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.	27	

Reporting and Technology Requirements

	Requirement	Corresponding IFB Page #	Response on Bid Page #
	<u>General</u> – Responses for this section must describe <u>the Bidder’s and any proposed subcontractor’s</u> capability and competence to perform the requirements specified in this IFB.		
1.	A requirement of the Contractor will be to provide various reports to the OMIG. The format and timing of the reports shall be determined by the OMIG. At a minimum, the Contractor shall be required to provide reports on the following:		
1a.	The HHC MMX results that occurred at intervals directed by the OMIG.	27	
1b.	amount of Medicare coverage obtained in an appeal.	27	
1c.	Medicare recovery determinations by type of service, time period, quantity of services, and associated dollars.	27	
1d.	service provider cases that have been selected for Medicare appeal.	27	
1e.	service provider cases that have been withdrawn from the Medicare appeals process stating the date the case was closed and <u>the reason for its closure</u> .	27	
1f.	service provider cases that have been closed at each level of the Medicare appeals process.	27	
1g.	ad hoc requests for information as made by the OMIG.	27	

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2.	The Contractor must also provide electronic access to all decisions and medical reviews at every Medicare appeal level.	27	
3.	A requirement of this HHC MMX IFB is to meet the objectives of leveraging and implementing automation and technology, wherever possible, to ensure that Program operations between the OMIG, the provider community, the Medicare System, and other stakeholders are performed most efficiently. To submit a Responsive Bid, the Bidder shall include the following:	27	
3a.	A description of its information system hardware and software that will be used to satisfy the Program requirements of this IFB.	27	
3b.	An explanation of how its information system capabilities will adequately meet its IFB response to the Program requirements.	28	
3c.	A description of how it will use automation and/or technology to increase the efficiency of the OMIG's current HHC MMX model.	28	
3d.	A description of what HHC MMX functions will be improved and made more efficient through its use of automation and technology.	28	
3e.	A description of how it will use automation and/or technology to support CHHA anticipated administrative work, required in its HHC MMX model.	28	
3f.	A description of a proposed reporting system that identifies all clients Medicare appeal activity for each type of service.	28	
3g.	A description of how its reporting methodology will allow the OMIG to know all aspects and status of a client's Medicare appeal.	28	
3h.	A description of a proposed reporting methodology that will allow the OMIG to recover "Medicare covered – Medicaid paid" services from health care providers for the respective types of service.	28	
3i.	A description of how the Bidder will report to the OMIG any and all services specified in this IFB.	28	

The HHC MMX Process

	Requirement	Corresponding IFB Page #	Response on Bid Page #
1.	To submit a Responsive Bid, the Bidder shall explain any previous HHC MMX work it has performed on behalf of State Medicaid programs, health insurance companies, health insurance third party administrators and/or entities.	28	
2.	To submit a Responsive Bid, the Bidder shall describe how its proposed HHC MMX Model will enhance and improve the OMIG's current Program and how it will integrate its proposed HHC MMX processes into a seamless HHC MMX Model.	28	
3.	To submit a Responsive Bid, the Bidder shall include a narrative description and flow chart explaining how its HHC MMX model (including the use of subcontractors) will function. The description and flow chart should depict operational procedures, roles and responsibilities affecting all stakeholders including but not limited to:	28	
3a.	The dual eligible client.	28	
3b.	The OMIG as the State Medicaid Agency.	28	
3c.	CHHAs.	28	
3d.	Medicare Contractors.	28	
3e.	OMHA, Departmental Appeals Board and FDC.	28	

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3f.	Other entities.	28	
4.	To submit a Responsive Bid, the Bidder shall describe how the HHC MMX Model work shall result in a high quality recovery methodology that will identify and target, on a statewide basis, the highest number of dual eligible clients for home health services from the largest amount of home health care providers that are most likely to receive Medicare coverage.	29	
5.	To submit a Responsive Bid, the Bidder shall describe its established business relationships with the CMS, MAC, and New York’s CHHAs applicable to performing HHC MMX.	29	
6.	To submit a Responsive Bid, the Bidder shall explain differences it believes exist between the Medicare Contractors, Administrative Law Judge, Departmental Appeals Board, and FDC regarding the interpretation of Medicare Part A “Home Health Services under Federal Medicare Regulations”, the “Medicare Policy Manual” or other criteria, which adversely or positively affect a Medicare beneficiary’s obtaining Medicare coverage. The Bidder shall integrate those ideas into its HHC MMX Model.	29	
7.	To submit a Responsive Bid, the Bidder shall describe the proposed HHC MMX Model’s automated, electronic and efficient processes for the purpose of limiting the administrative burden and unnecessary work on all affected stakeholders.	29	
8.	To submit a Responsive Bid, the Bidder shall describe methods and processes to achieve the following goals:	29	
8a.	Obtain a timely recovery of Medicaid paid services pursuant to 42 CFR Subpart D - Third Party Liability	29	
8b.	Improve coordination of Medicare and Medicaid benefits for dual eligible clients.	29	
8c.	Improve provider billing practices to appropriately pursue Medicare.	29	
8d.	Reduce the provider administrative burden in the MMX process.	29	
9.	To submit a Responsive Bid, the Bidder shall describe and propose methods and processes to file a Medicare appeal to maximize a dual eligible client’s Medicare Home Health benefit for Home Health services defined under Medicare regulation 42 CFR § 409 Subpart E:	29	
9a.	Skilled Nursing Services.	29	
9b.	Home health aide services.	29	
9c.	Physical therapy services.	29	
9d.	Speech-language pathology services.	29	
9e.	Occupational therapy services.	29	
9f.	Medical Social Services.	29	
10.	To submit a Responsive Bid, the Bidder shall make evident its understanding of applicable Federal Statute and directives and their impact on the OMIG’s HHC MMX efforts.	30	
11.	To submit a Responsive Bid, The Bidder shall evaluate and describe the perceived impact (if any) of the following statutes and directives on the ability of New York State’s dual eligible clients obtaining Medicare coverage for home health care services, which could ultimately shift costs to NYS Medicaid.	30	
11a.	Patient Protection and Affordability Act of 2010, or Affordable Care Act (PPACA); The Patient Protection and Affordable Care Act Detailed Summary	30	
11b.	Health Care and Education Reconciliation Act of 2010 (HCERA)	30	
11c.	Medicare Improvement for Patients and Provider Acts of 2008 (MIPPA)	30	

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11d.	Medicare Home Health Regulations: Improvement is not required to obtain coverage. 75 Federal Register 70461, amending 42CFR 409.44, effective January 1, 2011.	30	
12.	To submit a Responsive Bid, the Bidder shall describe any anticipated administrative work it believes will be required of CHHAs in its proposed HHC MMX model.	30	
13.	To submit a Responsive Bid, the Contractor must utilize all available Medicare appeal procedures provided under 42 CFR § 405 Subpart G and Subpart H as directed by the OMIG.	30	
14.	To submit a Responsive Bid, the Bidder shall demonstrate a strong understanding of the Medicare Administrative Appeals Process provided for under 42 CFR Part 405 Subpart G and Subpart H, and Part 478 Subpart B (provided in the hyperlinks above).	30	
15.	To submit a Responsive Bid, the Bidder shall describe its experience in the development and presentation of Medicare TPL coordination of benefits training programs as detailed above. The Contractor shall develop and conduct Medicare TPL coordination of benefits training programs for the CHHAs. The goal of the training programs is to educate the respective provider communities in maximizing a New York State dual eligible client's Medicare coverage prior to seeking reimbursement from NYS Medicaid program.	30	
16.	The Contractor shall assist the OMIG in Medicare recovery by providing information to the OMIG necessary to recover Medicare payments made to CHHAs from MMX work. The format and timing of this information shall be determined by the OMIG.	31	
17.	The Contractor will be required to report all necessary information to the OMIG and/or its business agents necessary to account for, and recover the following Medicaid paid services as a result of Medicare Part A coverage obtained for home health care services:	31	
17a.	Skilled Nursing Services;	31	
17b.	Home Health Aide Services;	31	
17c.	Physical Therapy Services;	31	
17d.	Occupational Therapy Services;	31	
17e.	Speech-Language Pathology Services;	31	
17f.	Medical Social Services.	31	
18.	The Contractor shall seek to work closely with the CMS and the MAC to work through any problems that may develop, either through CMS action or through bottlenecks created by the MAC. If the issues cannot be resolved through discussion, the Contractor shall assist the OMIG to take further action to resolve any MMX program problems, including but not limited to litigation.	31	
19.	The Contractor will be responsible for the follow-up, research and determination if its HHC MMX model should be performed for dual eligible clients receiving services from home health care providers that are in bankruptcy, reorganization, dissolution, receivership, change in ownership or other change in business condition.	31	
20.	The HHC MMX Contractor processes to perform this work are dynamic. Throughout the term of this contract the Contractor may be required to alter its processes. The Medicare coordination of benefits and recovery efforts expected through this contract shall require ongoing collaboration and discussion between the OMIG and the Contractor with the mutual understanding that the specific process mechanisms	31	

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	employed by the OMIG and the Contractor may change throughout the term of the contract.		
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Storage of Recovered Funds

	Requirement	Corresponding IFB Page #	Response on Bid Page #
	<p>A comprehensive recovery process must be in place as the primary part of OMIG’s efforts for recovery of Medicare expenditures. The contractor will issues requests to home health providers to demand bill Medicare for home health services previously paid, incorrectly, by Medicaid. As a result of the appeals process, the home health provider will be paid by Medicare for the services which are approved for Medicare coverage (but were previously billed to Medicaid). The home health provider then submits final remittance advice to the Contractor and issues a check, in the amount paid by Medicare, directly to a lockbox.</p> <p>The contractor is responsible for the following:</p>		
1.	Follow established recovery process for creating a lockbox, which serves as a repository for Medicare recoveries. The contractor cannot remove money from the lockbox; however, is required to monitor the lockbox activity;	32	
2.	account for all claims on its accounts receivable system and post payments received. State staff reconciles the bank statements and approves fee payments based on verified recovery amounts. The State will arrange for periodically sweeping funds from this account or other transfer arrangement;	32	
3.	train and supervise the Contractor’s staff in the provider relations and recovery functions, State regulations, policies and processes;	32	
4.	review provider responses, including documentation for all or part of the Medicare payment, remittance statements, and any other documentation the provider may submit refuting Medicare liability;	32	
5.	determine incomplete or inadequate responses resulting in the home health provider being notified in writing that the response to the Contractor’s request for demand billing is incomplete;	32	
6.	respond to home health provider inquiries regarding the initial mailings and provide explanations before and after the Medicare recovery has occurred;	32	
7.	investigate and resolve provider disagreements resulting from the request for demand billing;	32	
8.	perform reconciliations of the Medicare recoveries as requested or necessary, and reconcile recoveries with the monthly status report;	32	
9.	prepare fiscal reports on recoveries, as requested;	32	
10.	resolve discrepancies with the OMIG and Agency staff to accurately document recoveries;	32	
11.	develop policies concerning the reconciliation of checks that are sent to the wrong lockbox and/or are made out to unacceptable payees.	32	

Bidder Certification Requirements

	Requirement	Corresponding IFB Page #	Response on Bid Page #
Any Bidder submitting a bid in response to this IFB must certify in writing acceptance of the following contract conditions that relate to consideration of the bid:			
1.	The OMIG reserves the sole right of judgment and acceptance of a bidder’s written bid and/or interview;	40	
2.	the Bidder’s bid must remain in effect for ninety (90) days from the bid due date. However, a non-successful Bidder may withdraw its bid upon notice any time after the selection of the successful Bidder, upon written notice to the OMIG. Bidders whose bids have been rejected by the OMIG shall be notified of such rejection;	40	
3.	the Bidder certifies that, if selected, all services described under Section III can and will be provided;	40	
4.	the Bidder warrants that, if selected, it will not delegate or subcontract its responsibilities under the contract without prior written approval from the OMIG;	40	
5.	written subcontracting agreements must be submitted for review and approval by the OMIG before any subcontracting arrangement may take place;	40	
6.	the Bidder warrants that all information provided by it in connection with this bid is true and accurate;	40	
7.	the Bidder 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;	40	
8.	New York State law requires that a bid shall not be considered for award if the price in the bid was not arrived at independently without collusion, consultation, communication or agreement as to any matter relating to such prices with any other Bidder or with any competitor;	41	
9.	the successful Bidder 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 the OMIG is an agency of the State of New York and tax exempt by statute; and	41	
10.	the successful Bidder will save and hold harmless the OMIG and its management from all claims, suits, litigation and legal liability from any acts or omissions committed by the Bidder during the course of the contract. The OMIG reserves the right to retain counsel of the OMIG’s choice, at the expense of the Bidder, to advise and represent the OMIG in connection with any such suits or actions including, without limitation, the initiation or defense of any litigation or other legal action.	41	

Appendices

The following will be incorporated as appendices into any contract resulting from this Invitation for Bid. This Invitation for Bid will, itself, be referenced as an appendix of the contract. All bidders are required to agree with the terms and/or complete the forms, as required, of the following appendices and attachments:

- APPENDIX A - Standard Clauses for All New York State Contracts
- APPENDIX B – General Specifications

- APPENDIX C – Invitation for Bid
- APPENDIX D – Bid
- APPENDIX E – Contractual Insurances
- APPENDIX F - Omnibus Procurement Act of 1992
- APPENDIX G - Affidavit of Non-Collusion
- APPENDIX H - Health Insurance Portability and Accountability Act (HIPAA)
- APPENDIX I - MacBride Fair Employment Principles Certification
- APPENDIX J - Certification of Compliance with State Finance Law 139 k (5)
- APPENDIX K - Confidentiality Agreement
- APPENDIX L - Procurement Lobbying Legislation
- APPENDIX M - M/WBE Utilization Plan for Subcontracting and Purchasing
Equal Employment Opportunity (EEO)
 - Staffing Plan (Form EEO 100)
 - Workforce Employment Utilization/Compliance Report (Form EEO 101)
- APPENDIX X – Modification Agreement Form

Attachments

- Bidder’s Check list
- OMIG Bid Form
- Subcontractor Forms; if applicable
- Conflict of Interest
- Statement of Competing Commitments

Attachment 2 - Bid Proposal Form

**New York State Office of the Medicaid Inspector General Bid Proposal Form
For Home Health Medicare Maximization Services**

To Whom It May Concern:

The bidder indicated below agrees to perform all Home Health Medicare Maximization Services as specified herein for the following bid price:

_____ % Traditional Contingency Fee Percentage (per recovery)

_____ % Sampling Contingency Fee Percentage (50% of Traditional Fee)

Name and title of person authorized to submit bid proposal

Signature

____/____/____

Date

FEDERAL ID NUMBER

COMPANY/BIDDER

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Attachment 3 - Subcontractor Forms; if applicable

Attachment 4 - Conflict of Interest

Attachment 5 - Statement of Competing Commitments