

New York State Department of Health
 HCRA Compliance Audits RFP #1201300444
 Questions and Answers

Question Number	RFP Section Reference	Question	Answer
1.	C.2.f	Is the intention of the “Desk Audit” to assess whether the contractor is to proceed with a “Full Audit”? And if yes, will all audits always begin with a “Desk Audit” that may or may not lead to a “Full Audit”?	It has been decided to delete RFP Section C.2.f. “Desk Audit Protocols” in its entirety. Proposals should not include protocols, deliverables or cost information related to desk audits.
2.	C.2.f	What will the breakout between field audits v. desk audits be for the estimated 30 annual audits?	See answer to Question #1.
3.	D.3	Is the bidder expected to include a “Bid – Cost Proposal Form” (Attachment 6) for the “Desk Audits” and “Full Audits” in the Cost Proposal? The template does not include a cost structure for desk audit. If no, how does the Department prefer to receive pricing information for the “Desk Audits” specified on page 12 of the RFP, section f.?	See answer to Question #1.
4.	Attachment 6	Can you explain what the 8 categories represent under the “Bid – Cost Proposal Form”?	The eight bid categories represent: 1. Audit prices for payor audits for years 1-3 and years 4-5 (two categories); 2. Audit prices for provider audits for yrs 1-3 and yrs 4-5 (two categories); 3. Hourly testimony rates for payor audits for yrs 1-3 and yrs 4-5 (two categories); and 4. Hourly testimony rates for provider audits for yrs 1-3 and yrs 4-5 (two categories)
5.	C.2.d	Can you define what an audit represents (i.e., 1 year audit for 1 entity)?	An audit represents 1 to 6 years of data to be reviewed for one entity.
6.	C.2.f	What are the main objectives of desk reviews (i.e., determine compliance with the HCRA statute, find potential underpayments/overpayment, process-based findings...)? What are the deliverables that DOH envisions resulting from desk audits (standard management report, etc....)?	See answer to Question #1.
7.	E.1	What is the overall scoring percentage breakdown between the technical proposal and cost proposal?	The technical proposal represents 70 percent of the total score and the cost proposal represents 30 percent of the total score.

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8.	D.2.c.iii	The RFP mentions letters of endorsement. Can you clarify the difference between letters of endorsement and references?	References are related to an individual. Letters of endorsement are related to an organization.
9.	Terms and Conditions	In RFP section C.2.d.viii (page 9) and in Sample Contract Appendix D, Section Z, paragraph 4 (Confidentiality), the RFP states that the work papers will be owned by the Department. Professional standards require that we maintain work papers as evidence of our services. Therefore, we respectfully request that you consider revising this section to allow the contractor to be the owner of the work papers with access to the Department as needed.	Minor clarifications or changes to “Appendix D – General Specifications” that would not have a substantive impact on the procurement may be considered by the Department prior to contract execution. Acceptance of any modifications to Appendix D will be at the sole discretion of the Department.
10.	C.2.e.v	In RFP section C.2.e.v (pg 10-11), we respectfully request that you change this clause to consider that individuals leave our employ in situations beyond our control. For example, please consider revising the sentence as follows: Add at the end “or caused by resignations or other situations beyond the control of the contractor.” This change is meant to provide additional clarity around the potential issue that could result in one or more proposed team members no longer being able to perform their duties.	Section C.2.e.v is amended to read (additional language underlined): “Maintain senior management as identified in the proposal unless granted specific written permission to change senior management staff by the State, which permission shall not be unreasonably withheld. <u>Replacements in senior management caused by resignations or other situations beyond the control of the Contractor must be approved by the State, which approval shall not be unreasonably withheld.</u> ”
11.	C.2.e.vi	In RFP section C.2.e.vi (page 11), we respectfully request that you change this clause to be consistent with section C.2.e.v in regards to the above and the State not withholding approval unreasonably.	Section C.2.e.vi is amended to read (additional language underlined): “Maintain the levels of staffing and personnel expertise as provided in the Contractor’s proposal, except as approved by the State or caused by resignations or other situations beyond the control of the Contractor, <u>which approval shall not be unreasonable withheld.</u> ”
12.	Terms and Conditions	In Sample Contract (RFP Attachment 13), Section V.A, Indemnification, this indemnification term is broader than what is typical in the industry. Therefore, we respectfully request that you consider revising this language to be consistent with language that we believe you have accepted in the past with previous contracts.	Minor clarifications or changes to the “State of New York Agreement, Section V.A, Indemnification” that would not have a substantive impact on the procurement may be considered by the Department prior to contract execution. Acceptance of any modifications will be at the sole discretion of the Department.
13.	Terms and Conditions	Sample Contract (RFP Attachment 13), Appendix D, Section T. As a professional services firm, we provide our clients	Minor clarifications or changes to “Appendix D – General Specifications” that would not have a substantive impact on

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		<p>with the quality services and strive to correct any deficiencies in the quality of our work if any should arise. To that end, we would like to have the right to cure before a termination for cause. We respectfully request that you consider revising this section as follows: in paragraph 1, after “by”, delete the remainder of the sentence and substitute “following the procedure set forth in Section III.C of the Agreement”.</p>	<p>the procurement may be considered by the Department prior to contract execution. Acceptance of any modifications to Appendix D will be at the sole discretion of the Department.</p>
14.	Terms and Conditions	<p>Sample Contract (RFP Attachment 13), Appendix D, Section Z, paragraph 4 (Confidentiality), we also request that the Department add language to limit the contractor’s liability with respect to the State’s use of any unfinished, incomplete or draft work product. For example, the following changes would provide this limitation: At the end of the existing second sentence, insert “provided, however, that Contractor shall not have any liability with respect to the State’s use of any unfinished, incomplete or draft work product or materials that are furnished to the State, provided that the Contractor has notified the State of the incomplete status of such material.”.</p>	<p>Minor clarifications or changes to “Appendix D – General Specifications” that would not have a substantive impact on the procurement may be considered by the Department prior to contract execution. Acceptance of any modifications to Appendix D will be at the sole discretion of the Department.</p>
15.	Terms and Conditions	<p>In Sample Contract (RFP Attachment 13), Appendix D, Section Z, paragraph 4 (Confidentiality), we respectfully request that you consider revising to allow for the contractor to disclose information required by law, legal process or applicable professional standards as follows: At the end of the existing third sentence, insert “, except for disclosures that are required by law, legal process, or applicable professional standards.”</p>	<p>Minor clarifications or changes to “Appendix D – General Specifications” that would not have a substantive impact on the procurement may be considered by the Department prior to contract execution. Acceptance of any modifications to Appendix D will be at the sole discretion of the Department.</p>
16.	Terms and Conditions	<p>The sample contract does not contain a limitation of liability (LOL) term. Most professional services firms generally require inclusion of an LOL term in advisory service contracts. Therefore, we respectfully request that you consider the addition of an LOL term as we believe you have accepted in past contracts with vendors.</p>	<p>Addition of contract language to address limitation of liability may be considered by the Department prior to contract execution. Acceptance of any additions to the contract language will be at the sole discretion of the Department.</p>

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17.	Terms and Conditions	In Sample Contract, Appendix H, we respectfully request that you consider allowing the successful contractor to sign a Business Associate Agreement similar to one that has already been signed by vendors of DOH. For example, the BAA presented appears to not include language allowing a contractor to retain information needed in its work papers to satisfy professional standards.	Clarifications or changes to "Appendix H" that would not have a substantive impact on the procurement may be considered by the Department prior to contract execution. Acceptance of any modifications to Appendix H will be at the sole discretion of the Department.