

Surveillance and Investigation Activities for Adult Care Facilities, Licensed Home Care Services Agencies, Nursing Homes and Intermediate Care Facilities
RFP #16113
Questions and Answers – August 5, 2015

Question Number	RFP Reference	Questions	Answers
1.	General	Can you share contact information about the incumbent or any other potential bidders with us or advise where we could obtain it?	<p>The current contractors are as follows:</p> <p>Adult Care Facilities and Licensed Home Care Services Agencies: New York County Health Services Review Organization (NYCHSRO) 149 5th Ave, New York, NY 10010 (212) 420-1199</p> <p>Nursing Homes and Intermediate Care Facilities: Island Peer Review Organization (IPRO) 1979 Marcus Avenue, Lake Success, NY 11042. (516) 326-7767</p> <p>Psychiatric Residential Treatment Facilities: There is no current contractor for this component.</p>
2.	General	Please provide a phone number for FedEx delivery purposes.	(518) 408-1638.
3.	General	Will there be a bidders conference planned?	No.
4.	General	Is DOH's expectation that all work will be completed in New York State?	Yes.
5.	General	Due to the large geographical location for the various survey sites, will staff be required to work out of a central office or may they work remotely (home office)?	Staff will be required to work in the Department's regional offices as described in the RFP.
6.	General	What was the reason behind the cancellation of the previous RFP (released February 2014)? Why was the subsequent RFP not issued until over a year later? In the previous RFP, there were only four components. Why was an additional component, "Component E", added to the RFP?	These questions are not relevant to the development of a proposal under this RFP.
7.	General	Outside of ASPEN, does the state or current contractor use any automated tools? If yes, please describe those tools along with any technology standards proposers must adhere to when offering automated solutions. Would DOH be open to technological enablement of this effort?	No.
8.	General	How readily will the survey schedule be available so that plans for hiring of the appropriate numbers and qualifications of staff can be accomplished seamlessly?	See Amendment #1, Sections J.1 and J.5.

Surveillance and Investigation Activities for Adult Care Facilities, Licensed Home Care Services Agencies, Nursing Homes and Intermediate Care Facilities
RFP #16113
Questions and Answers – August 5, 2015

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9.	General	Is the Department open to alternative approaches to meeting the surveillance and investigation requirements under the new contracts?	No, the standards by which the surveillance and investigation activities are conducted are state and/or federally mandated.
10.	General	If proposed modifications to contract terms and conditions are not accepted in the Department's response to bidder questions on July 20 th , will there be an opportunity for the Department and the winning bidder to negotiate T&C's after the award notification?	As part of the Transmittal Letter (Attachment C), bidders are required to certify that they accept the contract terms and conditions as set forth in the RFP. NYSDOH reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions as set forth in the RFP without modification should NYSDOH determine that they constitute the best interests of New York State.
11.	Section I: Introduction, page 1	When there was an RFP for this work in 2010, one Component was "Complaint Intake". Why is Complaint Intake no longer included in the RFP? Is it being re-bid? If so, when?	The question is not relevant to the development of a proposal under this RFP.
12.	Section I: Introduction, page 1	Is there a current vendor for Psychiatric Residential Treatment Facilities, and if so, who is it?	See answer to Question #1.
13.	Section III.A; Administrative Specifications, pages 4-6	Can existing staff be "grand-fathered" to stay in their current positions if they do not meet the current requirements for that position, for example, licensed master social workers (LMSWs) who are working in Component C and are SMQT-certified? If so, will the scoring/evaluation methodology allow for this?	No. The staffing requirements in the RFP remain as written.
14.	Section III., page 4	<p>The RFP states that "annually, approximately 45 days in advance, the Department will determine, based on availability of funding and state staff, the deliverables to be completed by the contractor." If the contractor staffs up to provide the noted deliverables, but less deliverables are ultimately required by the Department, how will the contractor be compensated for providing staff that are requested by the Department but later determined to not be needed?</p> <p>Alternatively, if more deliverables are added, how will the contractor be compensated for this additional unanticipated</p>	<p>See Amendment #1, Section J.</p> <p>The Department cannot guarantee any specific levels of effort/hours per survey or number of surveys required in this RFP. Bidders should consider this when determining their unit bid prices, and prices should reflect a possible variance in estimated workload, either higher or lower than the estimates.</p>

Surveillance and Investigation Activities for Adult Care Facilities, Licensed Home Care Services Agencies, Nursing Homes and Intermediate Care Facilities
RFP #16113
Questions and Answers – August 5, 2015

Question Number	RFP Reference	Questions	Answers
		work including increased volume and “urgent/emergent” situations?	
15.	Section III.A., page 4	The RFP states that the contractor will be required to perform overall administrative functions for the contract and that those functions include staff oversight. The language in the RFP states that this oversight will be conducted by the contractor’s project manager, and not by additional contractor supervisory personnel. Please confirm that no other staff oversight/supervision is anticipated to be provided (e.g., contractor supervisory staff in addition to the contractor’s project manager which are currently embedded in the designated Central or Regional offices.) If additional supervision (including the current additional supervision) is being requested, please provide the Department’s expectations regarding the amount of supervision in addition to the contractor’s project manager.	Any assumptions regarding administrative staffing as provided in the current contract should not be made when submitting a proposal under RFP #16113.
16.	Section III.A., page 4	The RFP states that the contractor will be required to perform overall administrative functions for the contract. Under the current contract, a secretary is provided in general support and is not assigned to the contractor’s administrative functions. This position is not accounted for in any of the components or units in the RFP. If this position is to be included in the bid, please identify which component and which unit it should be included in and what assumptions should be made relative to its inclusion. Otherwise, please confirm that this position is no longer wanted by the Department under this contract.	Any assumptions regarding staffing in the current contract should not be made when submitting a proposal under RFP #16113.
17.	Section III.A. Travel, page 5	The RFP states that “all costs related to surveillance travel must be built into the unit pricing.” It goes on to say that “travel required for off-site trainings will be reimbursed to the contractor...” Does this mean that the off-site training travel cost is not to be included in the unit pricing, but is separately reimbursed?	Yes. ONLY travel related to required off-site training will be reimbursed directly to the contractor for actual expenses, and cannot exceed the amount allowed for state employee travel as outlined by the NYS Office for the State Comptroller.
18.	Section III.A. Staff Replacement, page 5 and Section V.E.	Should staff replacements be submitted to the Department for approval within 45 days (page 50) or 30 days (page 5) of the last day the replaced employee worked on the contract?	45 days. See Amendment #1, Section I.

Surveillance and Investigation Activities for Adult Care Facilities, Licensed Home Care Services Agencies, Nursing Homes and Intermediate Care Facilities
RFP #16113
Questions and Answers – August 5, 2015

Question Number	RFP Reference	Questions	Answers
	Payment, page 50		
19.	Section III.A. Staff Replacement, page 5	In the event the contractor replaces staff, will DOH train the replacement staff (as they did the original staff), or is the contractor responsible for training replacement staff?	Training occurs in the same manner for replacement staff as for original staff. Refer to the RFP for specifics on training.
20.	Section III.A. Monitoring and Reporting, page 6	The RFP states that “the contractor is required to develop and maintain links and communication with the Department including a system for transmitting ongoing review activity and required periodic reports ...” Is this system required to be a web-based reporting system?	No, this system is not required to be a web-based reporting system.
21.	Section III.B., Unit Descriptions /Specifications, page 6	In each of the Components, DOH requires that staff be currently licensed and registered in NYS. Is the expectation that only vendors that have current employees licensed and registered in NYS are eligible to respond to the RFP? Is it possible to submit resumes for staff that are not currently registered and licensed in NYS, under the condition that they will not work on this scope until they meet the license and registration requirement?	Proposals should demonstrate how a bidder is able to recruit and retain individuals with the required qualifications. Vendors do not need to have current employees with the required licenses to submit a proposal, but would be expected to be able to recruit such employees in order to meet the deliverables of the contract. Resumes are not required and will not be evaluated.
22.	Section III.B., Unit Descriptions /Specifications, page 6	DOH identifies specific locations for each of the components. Are these areas mandated based on current locations of facilities? Are there facilities in other areas that the contractor is not expected to review?	There are agencies/facilities statewide. However, the Components in the RFP are requesting contractor assistance in those geographic areas where a need for such assistance exists.
23.	Section III.B. All Components	Will additional points be awarded if a bidder provides more staff than the minimum required? Will additional points be awarded if a bidder provides staff that exceeds the minimum requirements (e.g., years of experience)?	Specific evaluation criteria will not be released.
24.	Section III.B. All Components	Some Units indicate that the Unit is complete and the contractor may receive payment if the first of a list of events occurs (Units A1, A2, A3, A4, B1, D5, etc.), whereas other Units (B2, B3, C1, C3, D1, etc.) seem to indicate that all listed events must occur before the Unit is complete. Please clarify this for all Components/Units.	The RFP is correct as written. The unit completion list of events can vary between units and/or components.
25.	Section III.B. All Components	The description of the requirements for RNs differs for Components A, B, and C.	The requirements differ for each component in the RFP and are accurate as written.

Surveillance and Investigation Activities for Adult Care Facilities, Licensed Home Care Services Agencies, Nursing Homes and Intermediate Care Facilities
RFP #16113
Questions and Answers – August 5, 2015

Question Number	RFP Reference	Questions	Answers
		<p>Component A: Currently licensed and registered in NYS with one year of survey experience.</p> <p>Component B: Currently licensed and registered in NYS with a Bachelor's degree in nursing and two years of clinical or administrative experience.</p> <p>Component C: Currently licensed and registered in NYS; AND Two (2) years' experience performing utilization review, claims adjudication, medical review, fraud investigation, surveillance or monitoring activities; OR Three (3) years of clinical or administrative experience in a medical facility or Bachelor's degree in nursing and two years' such experience.</p> <p>Component D: Currently licensed and registered in NYS, clinical experience with individuals with intellectual disabilities or in developmental disability facilities and meets the federal requirements for attaining QIDP Certification.</p> <p>Component E: Currently licensed and registered in NYS with one (1) year of psychiatric experience.</p> <p>a. Only Component B requires the RNs to have Bachelor's degrees. Is this accurate?</p> <p>b. Are the differences between each component intentional?</p>	
26.	Section III.B. Component A, Training, page 7	The RFP states that "Contractor staff will not begin surveillance activities until training is complete." It also states that the training is approximately eight weeks long. Does this mean that the Contractor will not be allowed to bill for survey work completed by staff that are involved in surveys during this training period?	See Amendment #1, Section D.
27.	Section III.B., Component A, Unit A5, page 10	The RFP indicates that there are approximately 280 separate complaint investigations per year, but that these investigations are integrated into normal inspection schedules whenever possible. Does the 280 estimate include these normal	The 280 separate complaint investigations are those that are independent investigations, i.e., cannot be integrated into normal inspection scheduled.

Surveillance and Investigation Activities for Adult Care Facilities, Licensed Home Care Services Agencies, Nursing Homes and Intermediate Care Facilities
RFP #16113
Questions and Answers – August 5, 2015

Question Number	RFP Reference	Questions	Answers
		inspections? Or are these 280 investigations that cannot be integrated into an inspection?	
28.	Section III.B. Component A, page 6 and Section III.B Component B, page 14	Can LPNs with more than one year of survey experience be used in place of RNs? If so, will the scoring/evaluation methodology allow for this?	No. The staffing requirements in the RFP remain as written.
29.	Section III.B. Component B, pages 14-15	Page 14 state that “When only one (1) contractor surveyor is needed, it must be an RN.” However, on page 15 (Unit B1), it states that “One (1) contractor RN or MSW will be required to conduct the review and all follow-up for each manual.” The charge on page 18 indicates 1 staff needed for Unit B1, which may be an RN or MSW. Please clarify.	See Amendment #1, Section E.1.
30.	Section III.B. Component B1-B3., pages15-17	For Component B1-B3, the RFP states that “for purposes of proposal development, bidders should use the median number of hours for the unit.” Please confirm that this statement <u>requires</u> (shall rather than should) bidders to use the median number of hours. Also please confirm that the median hours is equal to the midpoint between the range of hours where a range is provided. Finally, please state whether this requirement (using median hours) applies to all units in all components where a median number or range of hours is provided.	No, see Amendment #1, Sections E.2, E.3 and E.4. The median language has been stricken from the RFP. Minimum and maximum number of hours have been provided as historical data and should not be relied upon as a guarantee of actual required level of effort per surveyor.
31.	Section III.B; Unit B1, page 15	Is review of Article 36 documentation counted as part of Unit B1 or B2, or elsewhere?	“Article 36 documentation” refers to the review of requested pre-survey materials which occurs prior to the on-site survey. Please refer to Unit B2, Page 16, of the RFP, as this review has been included in the responsibilities of the Unit.
32.	Section III. Component C., page 19	This section states that “Due to the clinical nature of the surveillance activities in this Component, RNs are required.” Currently, and at the request of the Department, in order to meet the multidisciplinary criteria, the contractor has provided staff for surveys and complaint investigations that are not RNs, but are qualified and experienced SMQT and/or QIS certified staff. Please confirm that the Department no longer wants these existing non-RN surveyors (including social	Any assumptions regarding staffing in the current contract should not be made when submitting a proposal under this RFP. The staffing requirements in the RFP components are correct as written.

Surveillance and Investigation Activities for Adult Care Facilities, Licensed Home Care Services Agencies, Nursing Homes and Intermediate Care Facilities
RFP #16113
Questions and Answers – August 5, 2015

Question Number	RFP Reference	Questions	Answers
		workers, registered dieticians or other LTC/NH professionals) as part of the contractor provided surveillance staff.	
33.	Section III; Component C, page 19	<p>If a contractor needs to hire staff for this Component, please explain how a contractor who is not already conducting this component can have 25% or more of its staff with SMQT certification at the start of the contract (anticipated to be November 1, 2015)?</p> <p>a. Doesn't this requirement unfairly and unreasonably favor the contractor that is already conducting the units of this component?</p> <p>b. Component C also states that 25% or more of a bidder's staff should have SMQT certification at the start of the contract. Is this a mandatory requirement or not?</p> <p>c. If any remaining staff for the component (other than the 25% required at the start of the contract) is not certified within 12 months, will the contract for that component be awarded to the next highest bidder? If not, why?</p>	<p>See Amendment #1. Section F.1.</p> <p>The winning bidder will be held to the requirements in the RFP and the proposal.</p>
34.	Section III; Component C, pages 19-24	<p>Will additional points be awarded if a bidder has more than 25% staff that is SMQT certified prior to the start of the contract?</p> <p>Will additional points be awarded if a bidder has more than 25% staff already SMQT certified?</p>	The specific evaluation criteria are not being released.
35.	Section III; Component C, pages 19-24	For those contractors who are currently SMQT qualified, will the need to sit for the CMS Basic Training and take the SMQT exam again?	No. Those surveyors in Component C who are SMQT certified will not have to take the CMS Basic Training course or the SMQT exam again.
36.	Section III; Component C, pages 19-24	Will the nursing home surveys follow the traditional survey process or will the new QIS survey process be implemented?	<p>See Amendment #1, Sections F.2 and F.3.</p> <p>The MARO region uses the QIS survey process and the CNY region follows the traditional survey process.</p>

Surveillance and Investigation Activities for Adult Care Facilities, Licensed Home Care Services Agencies, Nursing Homes and Intermediate Care Facilities
RFP #16113
Questions and Answers – August 5, 2015

Question Number	RFP Reference	Questions	Answers
37.	Section III; Component C, pages 19-24	If the QIS survey will be required, will the NYSDOH provide the laptops for these surveys?	Yes. The Department will provide laptops for the QIS surveys taking place in the MARO region.
38.	Section III; Component C, Unit C1, page 21	In the list of requirements for Unit C1 completion, #1 reads, "The nursing home is in substantial compliance with all citations." Instead of citations, should this word be regulations or requirements?	See Amendment #1, Section F.3.
39.	Section III; Component C, page 21	For Unit C1, does the average number of hours per surveyor include monitoring visits?	Monitoring visits have been factored into the average hours per surveyor in the Unit.
40.	Section III; Component C, page 22	The RFP indicates that offsite complaints switched to onsite are billed as onsite complaints. However, how will the contractor bill for the work required to obtain and review the information necessary to make this determination?	Per page 22 of the RFP, it is expected that 2% of off-site complaints will be converted to on-site and cannot be billed as off-site, and the price for completed off-site complaints should take these non-billed activity into account.
41.	Section III. Component D., page 25	This section states that "Staff must meet the education and experience requirements outlined in the Code of Federal Regulations §483.430 for attaining Qualified Individuals with Disabilities Professional (QIDP) Certification prior to hiring." Please confirm that contractor staff must meet the qualifications for QIDP certification but do not have to be QIDP certified. If certification is needed, please provide the name of the certification agency or program.	Certification is not needed, however staff must meet the qualifications for certification. The RFP is correct as written for this section.
42.	Section III. Component E., pages 30-31	As there are 20 PRTF's all around the state, and 20% are to be surveyed annually, please explain which are surveyed in each year, as this has travel budget implications.	The Department will not provide a schedule of surveys at this time. The bid prices should take into account the variance in scheduling.
43.	Section III. Component E., page 31	Where is the CMS sponsored 3 day PRTF training usually held?	The PRTF training is a web-based course. Surveyors will take the course at the Department's Central Office.
44.	Section III. Component E., page 30	The third paragraph references 42 CFR Part 482, Subpart G. Should this reference be 42 CFR Part 483, Subpart G? If not, please provide the correct reference.	See Amendment #1, Section G. The correct reference is 42 CFR Part 483, Subpart G.
45.	Section IV.A, Eligibility Requirements	Will additional points be awarded if a bidder has more than two years of experience providing professional level staffing?	The specific evaluation criteria will not be provided.

Surveillance and Investigation Activities for Adult Care Facilities, Licensed Home Care Services Agencies, Nursing Homes and Intermediate Care Facilities
RFP #16113
Questions and Answers – August 5, 2015

Question Number	RFP Reference	Questions	Answers
46.	Section IV.A, Eligibility Requirements	Why was eligibility reduced from 3 years of experience to 2 years from the prior RFP?	This question is not relevant to the development of a proposal under this RFP.
47.	Section IV.B., page 35	<p>The RFP states that “Bidders should assume completing the maximum number of surveys per year as detailed in the charts in Section III.” However, in most instances, the RFP language does not require a bidder to use the average or median hours per surveyor or per survey in calculating their bid price. The RFP further “encourages” bidders to use “industry experience” (page 33) in developing their cost proposals. Will the Department amend the RFP to require the use of the information provided on the component tables relating to time per survey or surveyor, since the Department’s information is, in fact, “industry experience”?</p> <p>Alternatively, will the Department amend the RFP to require a bidder to explain and justify the specific reasons for using different numbers than the numbers on the Component tables?</p>	See Amendment #1, Section J., and the answer to Question #30.
48.	Section IV.B., page 35	The RFP states that the bidder must budget for completing the maximum number of surveys per year as detailed in the charts in Section III. In Section IV.C. on page 34, the RFP states that the Department reserves the right to revise the number of units requiring contractor staffing assistance. The bid price is required to be a per unit price. If the Department authorizes/approves the hiring of the full complement of staff representing the full target number for a specific survey type and then fails to assign the target number of surveys how will the bidder be compensated for the excess staff?	<p>See Amendment #1, Section J., and the answer to Question #30.</p> <p>Bidders are not required to maintain a maximum level of staffing, only describe how they would provide the full complement of staffing if required.</p>
49.	Section IV.B., page 35	<p>Please confirm that the following items are not included in the page limitation:</p> <ul style="list-style-type: none"> • Transmittal Form – Attachment C • Table of Contents • Lobbying Form • Vendor Responsibility Attestation • Encouraging Use of New York Businesses in Contract Performance Form 	The items listed, which are to be submitted with the Technical Proposal, are not included in the Technical Proposal page limitations.

Surveillance and Investigation Activities for Adult Care Facilities, Licensed Home Care Services Agencies, Nursing Homes and Intermediate Care Facilities
RFP #16113
Questions and Answers – August 5, 2015

Question Number	RFP Reference	Questions	Answers
50.	Section IV.B., Technical Proposal, pages 37 and 42	Please clarify if the page limit is 6 or 8 pages for the work plan. Should it be 6 pages (beginning of subsection 3) or 8 pages (subsection 3, under c)?	See Amendment #1, Section K. The page limit for the work plan is 8 pages.
51.	Section IV.B.3.b., page 38	In the evaluation of bidder experience, will the Department distinguish (e.g., give more credit) between a bidder with the exact experience of a specific component versus a bidder with similar, but not exact, experience?	The specific evaluation criteria will not be provided.
52.	Section IV.B.3.b., page 38	If there is no distinction in the evaluation of exact vs. similar experience, can the Department provide guidance on how a bidder with higher experienced staff at a higher cost can compensate for this benefit to the Department when bidding against an organization that is proposing staff with limited experience, and thus lower cost staff?	This question is based on an assumption for which evaluation criteria is not being provided, and therefore will not be answered.
53.	Section IV.B.3.b.iv., page 39	The RFP requires the bidder to assure that at least 25% of the staff hired at the beginning of the contract for Component C be SMQT certified. Is there a similar requirement that the bidder assure a certain percentage of the staff hired at the beginning of the contract for Component D be QIDP certified?	No, there is not a similar requirement for Component D.
54.	Section IV B.3, Project Narrative, Page 40	The RFP states that if a bidder is allocating staff across components, they should indicate this in all relevant components, and include an alternative plan in the event that not all included components are awarded to the bidder. How should this alternative plan be reflected in the Price Proposal/Unit Prices?	See Amendment #1, Section J.3. Bidders are expected to provide a proposal for each component that is a stand-alone proposal.
55.	Section IV B.3, Project Narrative, Page 41	It states that resumes of key staff are not required. Are any resumes required? If so, please differentiate between key staff and staff for which resumes are required. If a bidder submits resumes, will they be scored or evaluated in any manner?	See Amendment #1, Section J.3. No, resumes are not required and will not be evaluated.
56.	Section IV B.3, Project Narrative, Page 41	If resumes are not required to be submitted, how will the Department evaluate whether staff meets the minimum qualifications, including experience, for scoring/evaluating the different components?	The proposal narrative should demonstrate the bidder's ability to hire and maintain appropriate and qualified staff.

Surveillance and Investigation Activities for Adult Care Facilities, Licensed Home Care Services Agencies, Nursing Homes and Intermediate Care Facilities
RFP #16113
Questions and Answers – August 5, 2015

Question Number	RFP Reference	Questions	Answers
57.	Section IV B.3, Project Narrative, Page 41	If resumes are not being submitted as part of a proposal, how will the Department confirm that staff meets the required experience after the contract is awarded?	The Department may require resumes or check the status of licensure/certification of Contractor staff prior to the commencement of work under the contract. Hiring is a contract deliverable that will be monitored along with all other deliverables.
58.	Section IV.B.3.b.iv.b)., page40	The RFP states that “Key staff is defined as any staff the bidder needs to ensure compliance with all contract responsibilities and may include any number of positions including support staff.” Please clarify this statement. Is the Department saying that every contractor staff person provided under the contract is considered a “key staff?” If so, what are the implications of designating all personnel as key? Are there specific requirements for key staff? Are there any contractor staff anticipated by the Department that would not be key staff?	See Amendment #1, Section H.
59.	Section IV.B.3.b.iv.c)., page 41	The RFP requires inclusion of “copies of formats for reporting findings or progress to the Department other than those provided by and required by the Department.” Please confirm that these copies are not included in the page limit and that they can be included as an appendix.	Copies of reporting formats <u>are</u> included in the 50 page narrative limit. The copies do not need to be all-inclusive, but illustrative of the format to be used by the contractor.
60.	Section IV.B.3.b.iv.c)., page 41	On page 41, the RFP asks for “copies of formats for reporting findings or progress to the Department....”. Do these copies count toward the 50 page maximum?	See answer to Question #59.
61.	Section IV.B.3.b.iv.d)., page41	The RFP requires inclusion of “data confidentiality plans and procedures.” Please confirm that these plans and procedures are not included in the page limit and that they can be included as an appendix.	See Amendment #1, Section L. The data confidentiality plans and procedures are included in the page limit and cannot be included as an appendix.
62.	Section IV.C., page 42	The RFP states that for “purposes of proposal development, Bidders are encouraged to use their industry experience (e.g., the competing wages of qualified staff and overhead costs, etc., deemed necessary to adequately complete the RFP deliverables) in developing their cost proposals.” The examples of “industry experience” do not include provisions for reducing the average hours per survey/surveyor in order to arrive at a lower cost. Please confirm that reductions in hours per survey/surveyor as provided in the RFP are not included in the “industry experience” provision when preparing cost	See Amendment #1, Section J., and the answers to Questions #14 and #30.

Surveillance and Investigation Activities for Adult Care Facilities, Licensed Home Care Services Agencies, Nursing Homes and Intermediate Care Facilities
RFP #16113
Questions and Answers – August 5, 2015

Question Number	RFP Reference	Questions	Answers
		proposals, but are required numbers to use in preparing cost proposals.	
63.	Section IV.D., Method of Award, page 43	Section D. Method of Award, states “The technical and cost proposals for each Component submitted will be evaluated separately”. We assume this means that for each Component, as firm’s technical proposal will be evaluated separately from its cost proposal. However, in addition, will DOH establish separate evaluation teams for each Component? If the latter, will the Department have a process to consider overarching transformational approaches and solutions a firm might propose that can only be properly evaluated if the same team reviews proposals for all five Components?	The question is not relevant to the development of a proposal under this RFP.
64.	Section IV.D., Method of Award, page 43	Please clarify the scoring method for the Technical Proposal – does the score closest to 60 points receive all 60 points? Why is the Department using an approach that differs from the standard approach of simply assigning each vendor their raw score for the Technical Proposal?	See page 44 of the RFP, Section D, Part 2, Technical Proposal Evaluation and Part 3, Cost Proposal Evaluation.
65.	Section IV.D., Method of Award, pages 43-44	<p>On page 44, under Compliance Evaluation, it states that the Department reserves the right to waive minor irregularities at its discretion or request clarification from bidders. What constitutes a minor irregularity?</p> <p>Will you notify all bidders what minor irregularities are being waived for a bidder? If not, why not?</p> <p>Will you notify all bidders when the Department makes a request for clarification from a bidder? If not, why not?</p>	<p>A minor irregularity is considered insignificant to a vendor’s proposal or the procurement process and does not require notification to all bidders.</p> <p>No. See above.</p> <p>No. In this instance the required information would be specific to the vendor’s proposal and as such would not be shared with other bidders.</p>
66.	Section IV.D., Method of Award, page 44	How many reviewers will be evaluating a given technical proposal? Have the reviewers already been chosen and notified? Have the reviewers already been trained?	This question is not relevant to the development of a proposal under this RFP.
67.	Section IV.D., Method of Award, page 44	How many reviewers will be evaluating a given cost proposal? Have the reviewers already been chosen and notified? Have the reviewers already been trained?	This question is not relevant to the development of a proposal under this RFP.
68.	Section IV.D., Method of	What steps have been and/or are being taken to ensure the impartiality of the reviewers?	This question is not relevant to the development of a proposal under this RFP.

Surveillance and Investigation Activities for Adult Care Facilities, Licensed Home Care Services Agencies, Nursing Homes and Intermediate Care Facilities
RFP #16113
Questions and Answers – August 5, 2015

Question Number	RFP Reference	Questions	Answers
	Award, pages 43-44		
69.	Section IV.D.2, Technical Proposal Evaluation, page 44	Are there any sections within the technical proposal that will be evaluated on a pass/fail basis rather than being awarded points? If so, how will pass/fail criteria be calculated within the sixty points awarded for the technical proposal?	The specific evaluation criteria will not be provided. See Section D. Method of Award.
70.	Section IV.E.3., page 44	The specifications for the cost proposal evaluation do not include a "cost realism" component. Does the Department anticipate conducting a cost realism evaluation to detect and eliminate a bidder that purposely under bids the work?	The winning bidder will be required to complete the deliverables at the bid price.
71.	Section IV.E.3., Cost Proposal Evaluation, page 44	What tests or analysis will the reviewers and/or Department conduct to ensure that a low bid is reasonable and feasible, that a bidder can successfully perform the contract at its offered bid and is not intentionally submitting an unreasonable low bid to effectively eliminate other competitive bidders?	See answer to Question #70.
72.	Section V.C., Submission of Proposal, page 47	Can Exhibits, in addition to resumes, be included with the Technical Proposal? Will a bidder's proposal be disqualified from evaluation if it submits resumes?	The RFP states on page 47: Exhibits, charts and resumes are not required; if a bidder wishes to include such information it must be within the 50 page narrative limit. However, please note that Resumes will not be evaluated.
73.	Section V.E., Payment, page 49	Please explain when W-9 forms should be submitted.	If a bidder is not a current vendor in the New York State Financial System (SFS), a W-9 will need to be submitted prior to contract development if an award is given.
74.	Section V.E., Payment, page 50	Under Liquidated Damages for Competent SODs, the RFP indicates that the Contractor submits an SOD to State staff for review, but page 8 (Unit A1) indicates that SODs may be sent to the facility from the contractor staff on behalf of the Department. Please clarify.	SODs are reviewed by Department staff regardless of who mails them to the facility. The SOD must be prepared with sufficient lead time to ensure a quality assurance review by Department staff prior to being issued to the provider within the 10 business day timeframe.
75.	Section V.E.2.3, Payment, page 50	Would the Department consider deleting this item?	No.

Surveillance and Investigation Activities for Adult Care Facilities, Licensed Home Care Services Agencies, Nursing Homes and Intermediate Care Facilities
RFP #16113
Questions and Answers – August 5, 2015

Question Number	RFP Reference	Questions	Answers
76.	Section V.G., Public Information, page 51	Please indicate how the bidder should mark their proposal as exempt from FOIL requirements.	Bidders should clearly indicate which sections of the proposal are considered exempt from the FOIL requirements by either clearly marking the sections within the proposal or by submitting a separate document indicating the proposed exemptions. Please note that all information that a Bidder may claim as proprietary, copyrighted or rights-reserved is not necessarily protected from disclosure under FOIL. It is a Bidder's responsibility to consult an attorney with any questions the Bidder may have about New York State's Freedom of Information Law. The State will not honor any attempt by a Bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.
77.	Section V.K., State Consultant Services Reporting, page 51	Please clarify whether Form A should be submitted with the proposal or after notification of award.	Form A is only to be submitted by winning bidders.
78.	Section V.O., NYS Tax Law Section 5-a, page 53	Please indicate when New York State Tax Law Forms ST-220 TD and ST-220-CA should be submitted.	New York State Tax Law Forms ST-220-TD and ST-220-CA are only submitted by winning bidders.
79.	Attachment D-1., page 65	The price per unit breakout for Component A-7 is a single price per unit. However, the workload specifications for this unit provide for two breakouts (Off-Site and On-Site). Likewise, the price per unit breakout for Component A-8 is a single price per unit. However, the workload specifications for this unit provide for three breakouts (ACF Closures, Q-Ops Closures and Emergency Evacuations). Because the required staffing for each of these breakouts is vastly different, will DOH modify Attachment D-1 to allow for a separate price per unit for each of these breakouts instead of a combined price per unit? If not, how should the price per unit be calculated from these multiple elements?	The RFP remains as written. Units are defined by the type of survey that is to be performed. The RFP details the work to be completed, and bidders should factor in the mix of facility/staff types and numbers when developing their bid price for the unit.
80.	Attachment D-3., page 67	The price per unit breakout for Component C-1 is a single price per unit. However, the workload specifications for this	See answer to Question #79.

Surveillance and Investigation Activities for Adult Care Facilities, Licensed Home Care Services Agencies, Nursing Homes and Intermediate Care Facilities
RFP #16113
Questions and Answers – August 5, 2015

Question Number	RFP Reference	Questions	Answers
		unit provide for two breakouts (facilities with less than 300 beds and facilities with 300 or more beds). Because the required staffing for each of these breakouts is vastly different, will DOH modify Attachment D-3 to allow for a separate price per unit for each of these breakouts instead of a combined price per unit? If not, how should the price per unit be calculated from these multiple elements?	
81.	Attachment D-4., page 68	The price per unit breakout for Component D-1 is a single price per unit. However, the workload specifications for this unit provide for three breakouts (Development Center, Small Residential Unit, and Adverse Action). Because the required staffing for each of these breakouts is vastly different, will DOH modify Attachment D-4 to allow for a separate price per unit for each of these breakouts instead of a combined price per unit? If not, how should the price per unit be calculated from these multiple elements?	See answer to Question #79.
82.	Attachment I, Sample Standard NYS Contract Language and Appendices, State of New York Agreement Form	Section III.C: Delete the entire clause and replace with the following: "This Agreement may be terminated by the Department for cause upon the failure of the Contractor to comply with the terms and conditions of this Agreement, including the attachments hereto, provided that the Department shall give the contractor written notice via registered or certified mail, return receipt requested, or shall deliver same by handreceiving Contractor's receipt thereof, such written notice to specify the Contractor's failure and the termination of this Agreement. This notice shall provide Contractor with a reasonable opportunity to cure, which shall be at least ten (10) business days. If the Contractor does not cure the issues giving rise to the termination notice, termination shall be effective at the end of the cure period specified in the notice. The Contractor agrees to incur no new obligations nor to claim for any expenses made after receipt of the notification of termination."	As part of the Transmittal Letter (Attachment C), bidders are required to certify that they accept the contract terms and conditions as set forth in the RFP. NYSDOH reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions as set forth in the RFP without modification should NYSDOH determine that they constitute the best interests of New York State.
83.	Attachment I, Sample	Section V.A, Indemnification: Delete in its entirety and replace with the following: "Contractor shall be fully liable for the	As part of the Transmittal Letter (Attachment C), bidders are required to certify that they accept the contract terms and

Surveillance and Investigation Activities for Adult Care Facilities, Licensed Home Care Services Agencies, Nursing Homes and Intermediate Care Facilities
RFP #16113
Questions and Answers – August 5, 2015

Question Number	RFP Reference	Questions	Answers
	Standard NYS Contract Language and Appendices, State of New York Agreement Form	actions of its agents, employees, partners or Subcontractors and shall fully indemnify and save harmless the STATE from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property and intellectual property caused by any intentional act or negligence of Contractor, its agents, employees, partners or Subcontractors without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the STATE.”	conditions as set forth in the RFP. NYSDOH reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions as set forth in the RFP without modification should NYSDOH determine that they constitute the best interests of New York State.
84.	Attachment I, Sample Standard NYS Contract Language and Appendices, Appendix D, General Specifications	Section B: Consider deleting all of the text after “whereupon” in line two and substituting something like the following: “the undersigned will perform the work with the intent that it shall be completed within the time mutually agreed to by the parties.”	As part of the Transmittal Letter (Attachment C), bidders are required to certify that they accept the contract terms and conditions as set forth in the RFP. NYSDOH reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions as set forth in the RFP without modification should NYSDOH determine that they constitute the best interests of New York State.
85.	Attachment I, Sample Standard NYS Contract Language and Appendices, Appendix D, General Specifications	Section C: Consider deleting “to the satisfaction of the Department” in lines two and three and substituting “in accordance with the terms of the Contract”.	As part of the Transmittal Letter (Attachment C), bidders are required to certify that they accept the contract terms and conditions as set forth in the RFP. NYSDOH reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions as set forth in the RFP without modification should NYSDOH determine that they constitute the best interests of New York State.
86.	Attachment I, Sample Standard NYS Contract Language and Appendices, Appendix D,	Section F: Consider deleting “to the satisfaction of the Department” in lines two and three and substituting “in accordance with the terms of the Contract”.	As part of the Transmittal Letter (Attachment C), bidders are required to certify that they accept the contract terms and conditions as set forth in the RFP. NYSDOH reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions as set forth in the RFP without modification should

Surveillance and Investigation Activities for Adult Care Facilities, Licensed Home Care Services Agencies, Nursing Homes and Intermediate Care Facilities
RFP #16113
Questions and Answers – August 5, 2015

Question Number	RFP Reference	Questions	Answers
	General Specifications		NYSDOH determine that they constitute the best interests of New York State.
87.	Attachment I, Sample Standard NYS Contract Language and Appendices, Appendix D, General Specifications	Section G: Consider deleting “to the satisfaction of the Department of Health.”	As part of the Transmittal Letter (Attachment C), bidders are required to certify that they accept the contract terms and conditions as set forth in the RFP. NYSDOH reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions as set forth in the RFP without modification should NYSDOH determine that they constitute the best interests of New York State.
88.	Attachment I, Sample Standard NYS Contract Language and Appendices, Appendix D, General Specifications	Section Q (Sufficiency of Personnel): Consider deleting this provision and substituting with the following: “The parties will discuss and mutually resolve any issues arising from the Department of Health’s opinion that services cannot be satisfactorily performed because of insufficiency of Contractor personnel.”	As part of the Transmittal Letter (Attachment C), bidders are required to certify that they accept the contract terms and conditions as set forth in the RFP. NYSDOH reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions as set forth in the RFP without modification should NYSDOH determine that they constitute the best interests of New York State.
89.	Attachment I, Sample Standard NYS Contract Language and Appendices, Appendix D, General Specifications	<p>Section T (Provisions Upon Default): Delete paragraph 1 and replace with the following: In the event that the Contractor, through any cause, fails to perform any of the terms, covenants or promises of this agreement, the Department acting for and on behalf of the State shall thereupon have the right to terminate this agreement by giving notice in writing of the fact and date of such termination to the Contractor.</p> <p>Prior to such termination date, the Department shall provide the Contractor with reasonable opportunity to cure, which shall be at least ten (10) business days. If the Contractor does not cure the issues giving rise to the termination notice, termination shall be effective at the end of the cure period specified in the notice. The Contractor agrees to incur no new obligations nor to claim for any expenses made after receipt of the notification of termination.</p>	As part of the Transmittal Letter (Attachment C), bidders are required to certify that they accept the contract terms and conditions as set forth in the RFP. NYSDOH reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions as set forth in the RFP without modification should NYSDOH determine that they constitute the best interests of New York State.

Surveillance and Investigation Activities for Adult Care Facilities, Licensed Home Care Services Agencies, Nursing Homes and Intermediate Care Facilities
RFP #16113
Questions and Answers – August 5, 2015

Question Number	RFP Reference	Questions	Answers
90.	Attachment I, Sample Standard NYS Contract Language and Appendices, Appendix D, General Specifications	<p>Section W (Contract Insurance Requirements): The successful bidder must without expense to the State procure and maintain, until final acceptance by the Department of Health of the work covered by this proposal and the contract, insurance of the kinds and in the amounts hereinafter provided, in insurance companies authorized to do such business in the State of New York covering all operations under this proposal and the contract, whether performed by it or by subcontractors. Before commencing the work, the successful bidder shall furnish to the Department of Health a certificate or certificates, in a form satisfactory to the Department, showing that it has complied with the requirements of this section, which certificate or certificates shall state that the policies shall not be canceled until thirty days written notice has been given to the Department. The kinds and amounts of required insurance are:</p> <p>a. A policy covering the obligations of the successful bidder in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Workers' Compensation Law, and the contract shall be void and of no effect unless the successful bidder procures such policy and maintains it until acceptance of the work (reference Appendix E).</p> <p>b. Policies of Bodily Injury Liability and Property Damage Liability Insurance of the types hereinafter specified, each within limits of not less than \$500,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by one person in any one occurrence, and subject to that limit for that person, not less than \$1,000,000 for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by two or more persons in any one occurrence, and not less than \$500,000 for damages arising out of damage to or destruction of property during any single occurrence and not less than \$1,000,000 aggregate for damages arising out of damage to or destruction of property during the policy period.</p>	<p>As part of the Transmittal Letter (Attachment C), bidders are required to certify that they accept the contract terms and conditions as set forth in the RFP. NYSDOH reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions as set forth in the RFP without modification should NYSDOH determine that they constitute the best interests of New York State.</p>

Surveillance and Investigation Activities for Adult Care Facilities, Licensed Home Care Services Agencies, Nursing Homes and Intermediate Care Facilities
RFP #16113
Questions and Answers – August 5, 2015

Question Number	RFP Reference	Questions	Answers
		<p>i. Contractor's Liability Insurance issued to and covering the liability of the successful bidder with respect to all work performed by it under this proposal and the contract. Contractor will name the State of New York as an additional insured on its General Liability Policy.</p> <p>ii. Automotive Liability Insurance issued to and covering the liability of the Contractor with respect to all operations under this proposal and the Contract, by the successful bidder.</p>	
91.	Attachment I, Sample Standard NYS Contract Language and Appendices, Appendix D, General Specifications	<p>Section Y (Confidentiality Clauses): Please delete paragraph 4 and substitute the following: "4. All reports, data sheets, documents, etc. generated under this contract shall be the sole and exclusive property of the Department of Health, provided, however, that the work papers prepared by CONTRACTOR which are pertinent to its performance under this AGREEMENT and are used in preparation of contract deliverables are the property of CONTRACTOR and will be maintained in accordance with the terms and conditions of Item 10 of the Standard Clauses for New York Contracts (Appendix A). Upon completion or termination of this AGREEMENT, the CONTRACTOR shall deliver to the Department of Health upon its demand all copies of materials relating to or pertaining to this AGREEMENT. The CONTRACTOR shall have no right to disclose or use any of such material and documentation for any purpose whatsoever, without the prior written approval of the Department of Health or its authorized agents, except when required by law, legal process or applicable professional standards. The forgoing notwithstanding, CONTRACTOR may retain a copy of information received, developed, or otherwise relating to this AGREEMENT in order to comply with its contractual obligations and applicable professional standards. Information stored on routine back-up media for the purpose of disaster recovery will be subject to destruction in due course. Latent data such as deleted files and other non-logical data types, such as memory dumps, swap files,</p>	<p>As part of the Transmittal Letter (Attachment C), bidders are required to certify that they accept the contract terms and conditions as set forth in the RFP. NYSDOH reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions as set forth in the RFP without modification should NYSDOH determine that they constitute the best interests of New York State.</p>

Surveillance and Investigation Activities for Adult Care Facilities, Licensed Home Care Services Agencies, Nursing Homes and Intermediate Care Facilities
RFP #16113
Questions and Answers – August 5, 2015

Question Number	RFP Reference	Questions	Answers
		temporary files, printer spool files and metadata that can customarily only be retrieved by computer forensics experts and are generally considered inaccessible without the use of specialized tools and techniques will not be within the requirement for the return of records as set forth by this paragraph. In the event of a termination for default or convenience, CONTRACTOR shall not have any liability to the Department of Health as a result of the Department of Health's use of any unfinished, incomplete, or draft work products and materials that are furnished to it."	
92.	Additional Terms	Additional Terms: Please considering adding the following terms: a. Limitation of Liability: Contractor's liability for any claim, loss, or liability arising out of, or connected with the products or services provided, and whether based upon default or other liability such as breach of contract or warranty, negligence, misrepresentation, or otherwise, shall, unless otherwise set forth in the contract as being without limitation, in no case exceed damages in an amount equal to \$2 million. Notwithstanding the foregoing, the Contractor remains liable, without monetary limitation, for direct damages for personal injury, death or damage to real property or tangible personal property or intellectual property attributable to the negligence or other tort of the Contractor, its officers, employees or agents.	No. This additional term will not be considered.
93.	Additional Terms	Additional Terms: Please considering adding the following terms: b. Use Of Vendors. "DOH acknowledges that in connection with the performance of services under the Contract, Contractor may use the services of KPMG-controlled entities and/or member firms of KPMG International to complete the services required by this Contract. DOH also acknowledges that in connection with the performance of services under the Contract, Contractor uses vendors within and without the United States to provide at Contractor's direction administrative and clerical services to Contractor. These KPMG-controlled entities, member firms of KPMG International, and vendors ("Third Parties") may in the	As part of the Transmittal Letter (Attachment C), bidders are required to certify that they accept the contract terms and conditions as set forth in the RFP. NYSDOH reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions as set forth in the RFP without modification should NYSDOH determine that they constitute the best interests of New York State.

Surveillance and Investigation Activities for Adult Care Facilities, Licensed Home Care Services Agencies, Nursing Homes and Intermediate Care Facilities
RFP #16113
Questions and Answers – August 5, 2015

Question Number	RFP Reference	Questions	Answers
		<p>performance of such services have limited access to information, including but not limited to confidential information, received by Contractor from or at the request or direction of DOH. Contractor represents to the State that each such vendor has agreed to conditions of confidentiality with respect to the Division's information to the same or similar extent as Contractor has agreed to pursuant to the contract. Contractor will have full responsibility to cause these Third Parties to comply with such conditions of confidentiality and Contractor shall be responsible for any consequences of their failure to comply. Accordingly, DOH consents to Contractor's disclosure to such Third Parties, and the use by such Third Parties of data and information, including but not limited to confidential information, received from or at the request or direction of DOH for the purposes set forth herein.</p>	
94.	Additional Terms	<p>Additional Terms: Please considering adding the following terms: c. Management Responsibility: Contractor's services may include advice and recommendations; but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, DOH. The Contractor will not perform management functions or make management decisions for DOH.</p>	<p>As part of the Transmittal Letter (Attachment C), bidders are required to certify that they accept the contract terms and conditions as set forth in the RFP. NYSDOH reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions as set forth in the RFP without modification should NYSDOH determine that they constitute the best interests of New York State.</p>
95.	Additional Terms	<p>Additional Terms: Please considering adding the following terms: d. Third Party Usage: Notwithstanding anything to the contrary in this Contract, any advice, recommendations, information, deliverables or other work product provided to DOH under this Agreement is for the sole use of DOH, and is not intended to be, and may not be, relied upon by any third party, and all advice, recommendations, information, deliverables, or other work product may be marked to so indicate. Except for disclosures that are required by law or that are expressly permitted by this Contract, DOH will not disclose or permit access to such advice, recommendations,</p>	<p>As part of the Transmittal Letter (Attachment C), bidders are required to certify that they accept the contract terms and conditions as set forth in the RFP. NYSDOH reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions as set forth in the RFP without modification should NYSDOH determine that they constitute the best interests of New York State.</p>

Surveillance and Investigation Activities for Adult Care Facilities, Licensed Home Care Services Agencies, Nursing Homes and Intermediate Care Facilities
RFP #16113
Questions and Answers – August 5, 2015

Question Number	RFP Reference	Questions	Answers
		information, deliverables, or other work product to any third party without the Contractor's prior written consent.	
96.	Additional Terms	Additional Terms: Please considering adding the following terms: e. Ownership of Materials: Notwithstanding any other terms in this Contract, the Contractor retains all ownership rights in any proprietary methodologies, methods, processes, procedures, software, or source code of the Contractor that pre-exist or were developed outside the scope of this Contract. If any such property of Contractor is contained in any of the deliverables hereunder, the Contractor grants to DOH a royalty-free, paid-up, non-exclusive, perpetual license to use such Contractor intellectual property in connection with DOH's use of the deliverables.	As part of the Transmittal Letter (Attachment C), bidders are required to certify that they accept the contract terms and conditions as set forth in the RFP. NYSDOH reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions as set forth in the RFP without modification should NYSDOH determine that they constitute the best interests of New York State.
97.	Additional Terms	Additional Terms: Please considering adding the following terms: f. Communication: CONTRACTOR may communicate with the Department of Health by electronic mail or otherwise transmit documents in electronic form during the course of this engagement. The Department of Health accepts the inherent risks of these forms of communication (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices) and agrees that it may rely only upon a final hardcopy version of a document or other communication that CONTRACTOR transmits to the Department of Health. The CONTRACTOR will exercise the same level of care to protect the Department of Health's information under this AGREEMENT as CONTRACTOR exercises to protect its own confidential information but in no event less than reasonable care.	As part of the Transmittal Letter (Attachment C), bidders are required to certify that they accept the contract terms and conditions as set forth in the RFP. NYSDOH reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions as set forth in the RFP without modification should NYSDOH determine that they constitute the best interests of New York State.
98.	Additional Terms	Additional Terms: Please considering adding the following terms: g. Volume Rebates: Where Contractor is reimbursed for expenses, it is Contractor's policy to bill clients the amount incurred at the time the good or service is purchased. If Contractor subsequently receives a volume rebate or other	No. This additional term will not be considered.

Surveillance and Investigation Activities for Adult Care Facilities, Licensed Home Care Services Agencies, Nursing Homes and Intermediate Care Facilities
RFP #16113
Questions and Answers – August 5, 2015

Question Number	RFP Reference	Questions	Answers
		incentive payment from a vendor relating to such expenses, Contractor does not credit such payment to its clients. Instead, Contractor applies such payments to reduce its overhead costs, which costs are taken into account in determining Contractor's standard billing rates and certain transaction charges that may be charged to clients. [Note to team: only necessary if there is a cost-reimbursable element].	
99.	Additional Terms	Additional Terms: Please considering adding the following terms: h. DOH Vendors: DOH is aware that Contractor may be providing assurance, tax and/or advisory services to other actual or potential vendors of DOH. Contractor will perform an internal search for any potential client conflicts relating to any of the City's vendors identified by DOH as having a role in connection with Contractor's performance of this Agreement. DOH hereby agrees that a vendor's status as a Contractor client does not impact Contractor's engagement to perform this Agreement Contractor will advise DOH of any conflicts of interest that could prevent it from performing the Agreement. However, Contractor is a large firm that is engaged by new clients on a daily basis and as a result it cannot guarantee that, following its conflict search, an engagement for any other related party will not be accepted somewhere else in Contractor's firm. Should any new information come to Contractor's attention, Contractor will promptly inform DOH. Contractor shall perform this Contract in accordance with applicable professional standards.	As part of the Transmittal Letter (Attachment C), bidders are required to certify that they accept the contract terms and conditions as set forth in the RFP. NYSDOH reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions as set forth in the RFP without modification should NYSDOH determine that they constitute the best interests of New York State.
100.	Attachment I, Sample Standard NYS Contract Language and Appendices, Appendix H	II. H – delete "to Covered Program, or" and at the end of this clause add the following: "Upon reasonable request by Covered Program, Business Associate agrees that it shall make available qualified individuals and/or a member of senior management responsible for security and data protection, for the purposes of discussing relevant information technology controls, including those policies, procedures, and controls relevant to the provision of services and security obligations under this AGREEMENT and applicable laws. Business Associate will make every reasonable effort to be responsive to such inquiries, but reserves the right to limit	As part of the Transmittal Letter (Attachment C), bidders are required to certify that they accept the contract terms and conditions as set forth in the RFP. NYSDOH reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions as set forth in the RFP without modification should NYSDOH determine that they constitute the best interests of New York State.

Surveillance and Investigation Activities for Adult Care Facilities, Licensed Home Care Services Agencies, Nursing Homes and Intermediate Care Facilities
RFP #16113
Questions and Answers – August 5, 2015

Question Number	RFP Reference	Questions	Answers
		disclosure of details, if it determines, in its sole judgment, that such disclosure would put at risk the confidentiality, availability, or integrity of its own or its other clients' data."	
101.	Attachment I, Sample Standard NYS Contract Language and Appendices, Appendix H	III. B. At the end of this sentence add: "or to carry out its legal responsibilities."	As part of the Transmittal Letter (Attachment C), bidders are required to certify that they accept the contract terms and conditions as set forth in the RFP. NYSDOH reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions as set forth in the RFP without modification should NYSDOH determine that they constitute the best interests of New York State.
102.	Attachment I, Sample Standard NYS Contract Language and Appendices, Appendix H	IV. B After "time specified by Covered Program," insert "which shall be no less than thirty (30) days,".	As part of the Transmittal Letter (Attachment C), bidders are required to certify that they accept the contract terms and conditions as set forth in the RFP. NYSDOH reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions as set forth in the RFP without modification should NYSDOH determine that they constitute the best interests of New York State.
103.	Attachment I, Sample Standard NYS Contract Language and Appendices, Appendix H	IV. C. 2. Delete the following from the beginning of the second sentence: "Upon mutual agreement of Business Associate and Covered Program that".	As part of the Transmittal Letter (Attachment C), bidders are required to certify that they accept the contract terms and conditions as set forth in the RFP. NYSDOH reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions as set forth in the RFP without modification should NYSDOH determine that they constitute the best interests of New York State.
104.	Attachment I, Sample Standard NYS Contract Language and	V. A – Replace "STATE" with "other party" in all instances.	As part of the Transmittal Letter (Attachment C), bidders are required to certify that they accept the contract terms and conditions as set forth in the RFP. NYSDOH reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP

Surveillance and Investigation Activities for Adult Care Facilities, Licensed Home Care Services Agencies, Nursing Homes and Intermediate Care Facilities
RFP #16113
Questions and Answers – August 5, 2015

Question Number	RFP Reference	Questions	Answers
	Appendices, Appendix H		and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions as set forth in the RFP without modification should NYSDOH determine that they constitute the best interests of New York State.
105.	Attachment I, Sample Standard NYS Contract Language and Appendices, Appendix H	V. B – Add the following at the end: “In no event shall Business Associate be liable to the STATE for any consequential, indirect, special, or punitive damages.”	As part of the Transmittal Letter (Attachment C), bidders are required to certify that they accept the contract terms and conditions as set forth in the RFP. NYSDOH reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions as set forth in the RFP without modification should NYSDOH determine that they constitute the best interests of New York State.
106.	Attachment I, Sample Standard NYS Contract Language and Appendices, Appendix H	VI – Add the following additional items: “F. The parties agree to request, use, or disclose only the minimum necessary amount of Protected Health Information as appropriate under the circumstances.” and “G. Electronic Protected Health Information transmitted or otherwise transferred between the parties must be encrypted by a process that renders the Electronic PHI unusable, unreadable, or indecipherable to unauthorized individuals within the meaning of §13402 the HITECH Act and any implementing guidance, including but not limited to 45 C.F.R. § 164.402.”	As part of the Transmittal Letter (Attachment C), bidders are required to certify that they accept the contract terms and conditions as set forth in the RFP. NYSDOH reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions as set forth in the RFP without modification should NYSDOH determine that they constitute the best interests of New York State.