

**New York State Department of Health  
OHIP Performance Audits RFP #17109  
Questions and Answers  
2/16/18**

Question	Subject	Bidder's Question	Answer
1	2.1 Introductory Background – Page 4	For the following cost reports: LHCSA, CHHA, Hospice, & CDPAS FI, what data elements are captured in these cost reports?	<p>A cost report is under development for the Hospice program.</p> <p>A blank copy of the CHHA cost report is added to the RFP as Attachment W. See Amendment #3.</p> <p>There currently are no LHCSA and CDPAS FI cost reports. The Department is in the process of developing more comprehensive cost reporting for LHCSAs and CDPAS FIs and it is expected these cost reports would look similar to other home care provider cost reports.</p>
2	2.1 Introductory Background - Page 4	For the following cost reports: LHCSA, CHHA, Hospice, & CDPAS FI, please provide examples of these cost reports, if available?	Please see answer to Question #1.
3	2.1 Introductory Background – Page 4	For the following reports: FQHC MCVRs, LHCSA cost reports, CHHA cost reports, Hospice cost reports, & CDPAS FI cost reports, how many schedules will need to be audited for these audits?	<p>The following schedules will be reviewed for the CHHA facilities: Schedule A, A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, B, B-1, C, D, E, K, and S-1.</p> <p>The FQHC MCVR report is a one-page report submitted in excel. FQHCs report paid visits and revenue by Managed Care Organizations (MCO).</p>

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			<p>There currently are no Hospice, LHCSA, and CDPAS FI cost reports. The Department is in the process of developing a more comprehensive cost reporting for LHCSAs and CDPAS FIs and it is expected those would look similar to other home care provider cost reports.</p>
4	2.1 Introductory Background – Page 4	<p>Section 2.1 states “The Departments goal is to ensure that the MCO’s are submitting complete and accurate encounter data in accordance with the instructions and all pertinent laws and regulations.” Please identify which specific instructions, laws, and regulations are being referred to in this sentence?</p>	<p>Section 18.5(a)(iv) of the Model Contract; ASC X12 Standards – Post Adjudicated Claims Data Reporting and NCPDP Post Adjudication Standard Guide.</p>
5	2.1 Introductory Background - Federally Qualified Health Centers (FQHCs), etc.– Page 4	<p>How similar will the Hospice and CHHA reports be in comparison to the Medicare forms for Hospice providers and HHA providers? In addition, in regards to LHCSA and CDPAS, will these reports capture similar data elements as the reports for freestanding HHA providers?</p>	<p>The Medicaid report captures much of the same data as the Medicare form.</p> <p>There currently are no Hospice, LHCSA and CDPAS FI cost reports. The Department is in the process of developing a more comprehensive cost reporting for LHCSAs and CDPAS FIs and it is expected those would look similar to other home care provider cost reports.</p>

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6	2.1 Introductory Background - Federally Qualified Health Centers (FQHCs), etc. – Page 4	There seems to be billing rate codes for LHCSA, CHHA, Hospice Providers, and CDPAS. Can you provide guidance or a calculation as to how these rates are set?	<p>The CHHA rates are calculated by taking data from the cost report and calculating a Medicaid rate on a 2-year lag. For example, we take the 2016 cost report and generate a 2018 Medicaid rate off of that report. We calculate a rate for the following services:</p> <p>Nursing (rate code 2620) Physical Therapy (rate code 2650) Speech (rate code 2662) Occupational Therapy (rate code 2662) Home Health Aide. (rate code 2610).</p> <p>For Hospice, we use a federal guidance rate that comes out around September of each year. We multiply the Federal rate by a regional wage index factor and multiply by a trend factor, and add an adjustment for Worker recruitment and retention (WRR), and Retention and Recruitment (RTR) to come up with a regional rate for the following services:</p> <p>Hospice Routine Home Care (rate code 3945) Hospice Inpatient Respite (rate code 3946)</p>

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			<p>Hospice General inpatient (rate code 3947)  Hospice Continuing Home Care (rate codes 3948 – 3964)  Hospice Continuous home care – aids (rate codes 3971 – 3987)  Hospice Service Intensity add on (rate code 3991).</p> <p>For CDPAS and LHCSA see Attachment V added to the RFP. See Amendment #3.</p>
7	4.0 Scope of Work	Section 4.0 for each of the audit types indicates “the contractor will provide an analysis of data related to any information included in the cost reports”. Please provide clarification as to what is meant by ‘any information’.	The Department may ask the vendor to consolidate or summarize any data that shows specific components of the cost report. The analysis would summarize a statewide level of information.
8	4.1 Tasks/Deliverables B. Encounter Data Audits – Page 8	Section 4.1, subsection B states “There are approximately 158 MCO program type audits.” Please clarify if there are 158 unique potential audit targets subject to encounter data audits no less frequently than once every three (3) years?	Yes, there are approximately 158 potential audit targets defined by unique MMIS #.
9	4.1.2 Tasks/Deliverables - Encounter Data Audits – Page 8	The RFP states that “The contractor will conduct audits, no less frequently than once every three (3) years, at DOH request, in order to review, analyze, test, and verify the MCO’s encounter submissions to determine accuracy, truthfulness and completeness of the encounter data submitted by, or on behalf of the MCO.” However, the timetable reflects that encounter data audits will be completed annually. Therefore, should we assume for our cost proposal that encounter data audits will be completed annually, or once every three years?	Per the RFP, Section 4.1.2 Task/Deliverables, B. Encounter Data Audits: “The contractor will conduct audits, no less frequently than once every three (3) years, at DOH request, in order to review, analyze, test, and verify the MCO’s encounter submissions to determine accuracy, truthfulness and completeness of the encounter

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			data submitted by, or on behalf of the MCO." And "The frequency of the audits will be determined by DOH prior to the receipt of data from the MCO to DOH which occurs in July of each year." Due to legislative changes and/or department needs, DOH may request more frequent completion of these audits. To accommodate such needs, the department has asked for pricing for each audit year.
10	4.1.2 Tasks/Deliverables - Page 9	How many Consumer Directed Personal Assistance Services Fiscal Intermediary Cost Reports will be included in the scope of the audit?	There are approximately 75-100 CDPAS cost reports audited on an annual basis.
11	4.1.2 Tasks/Deliverables – Pages 8-9	Within the timetables, there are a few instances where "Data Provided by DOH for Audit" is before the anticipated contract start date of September 1, 2018. Can we assume that this data will be available upon contract award?	In these instances, the "data provided by DOH for Audit" will be available after contract approval.
12	4.1.2 Tasks/Deliverables – Pages 8-9	Do you have any updates regarding the TBDs included in the timetables within section 4.1.2?	No, there are no updates regarding the TBD's included in the timetables within section 4.1.2 at this time.
13	4.1.2 Tasks/Deliverables Subsection D. Licensed Home Care Services. etc. – Page 9	Within the timetable, the 2017 audit is expected to be finalized by July 2018. Since the Department does not expect to award the contract until September 2018, the finalization date of July 2018 does not appear feasible. Therefore, what is a reasonable expectation for completing the 2017 report year audit? Also, does this update impact the other dates reflected in the timetable for future report years?	Per the RFP, "Actual dates will be defined in the engagement letter". DOH will work with the awarded vendor to ensure an appropriate completion time is negotiated and agreed upon by both parties. The dates in the timetable for future report years will remain the same

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			unless agreed upon in a future engagement letter.
14	4.2 Staffing Requirements- Page 9	Does the Project Coordinator need to be a CPA?	No, the Project Coordinator does not need to be a CPA.
15	6.2.3 Reporting- Page 23	The reporting section states "The bidder should provide two examples of previously issued final audit reports that demonstrate the bidder's capacity to summarize findings of audits and monthly status reports per Section 4.0". Please confirm if you would like two monthly status reports in addition to the two final reports.	DOH expects examples of only two finalized audit reports for this item.
16	6.2.5 Mentorship of Minority and Women-owned Business Enterprises – Page 23	Respondents participating in the mentor-protégé program are instructed to include costs related to the program in the cost proposal. If the respondent chooses to participate in the mentor-protégé program, how will their cost proposal be evaluated compared to respondents who choose not to participate in the program?	All Cost Proposals will be evaluated in accordance with the RFP, Section 8.4.
17	Attachment N-2 ICR Audit Protocols – Specific Areas of Audit – Page 92 - 95	<p>A. RHCF-2 data elements are included within the audit protocols, but the RHCF-2 was not mentioned within the Institutional Cost Report Audits Tasks/Deliverables section. Please clarify if RHCF-2s will be audited as part of the Institutional Cost Report Audits?</p> <p>B. 1. Depreciation item C indicates that we need to obtain a listing of assets acquisitions and test them. Is this for Fields or Desks or both?</p> <p>C. 2. Lease Arrangements – requires testing the Leases between Capital and Operating. Is that for Desks, Fields or both?</p> <p>D. For the other cost reports for the Federally Qualified Health Centers (FQHCs), Licensed Home Care Services Agencies (LHCSA), Certified Home Health Agencies (CHHA), Hospice Providers, and Consumer Directed Personal Assistance Services (CDPAS) Fiscal Intermediary Cost Reports Audits, would there be specific</p>	<p>A. The RHCF-2 is audited confirming that certain data elements in the RHCF-2 are in agreement with the ICR.</p> <p>B. This is for both Fields and Desks.</p> <p>C. This is for both Fields and Desks.</p> <p>D. Please see question 3.</p>

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		<p style="text-align: center;">areas of audit listed like the ones for the ICR on Attachment N-2?</p>	
18	N/A	<p>Would the scope of an encounter audit always include all four encounter types as defined by MEDS (Institutional, Professional, Pharmacy, Dental) or will the Department determine which encounter types to test in the scope of an audit?</p>	<p>Yes, they will always include all four encounter types as defined by MEDS.</p>
19	4.4 Security Requirements	<p>Please consider the following edits to section 4.4:</p> <p>The selected Contractor shall comply with all <b>applicable</b> privacy and security policies and procedures of the Department (<a href="https://its.ny.gov/eiso/policies/security">https://its.ny.gov/eiso/policies/security</a>) <b>in regard to the Contractor's use of the Department's IT systems</b> and applicable state and federal law and administrative guidance with respect to the performance of this contract. The Contractor is required, if applicable, to execute a number of security and privacy agreements with the Department including a Business Associate Agreement (Appendix H) and a Data Use Agreement (DUA) at contract signing.</p> <p>The Contractor is expected to provide <del>secure and confidential</del> backup, storage and transmission <b>safeguards</b> for hard copy and electronically stored information. Under no circumstances will any records be released to any person, agency, or organization <b>in violation of this Agreement or</b> without specific written permission of the DOH. The Contractor is obligated to <del>ensure</del> <b>require</b> any Subcontractor hired by Contractor who stores, processes, analyzes or transmits MCD on behalf of Contractor <del>has to</del> <b>have the appropriate commercially reasonable</b> Security requirements in place. Contractor is required to include in</p>	<p>DOH does not accept the proposed changes.</p>

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		<p>all contracts and Business Associate Agreements with their Subcontractors language surrounding <del>the</del> security and privacy requirements <del>as well as the language contained in the Confidentiality Language for Third Parties section of the DUA</del>. If any breach or suspected breach of the data or confidentiality occurs, whether the breach occurred with the Contractor or Subcontractor, DOH must be notified <del>immediately</del> promptly.</p>	
20	Appendix D: General Specifications, W. Contract Insurance Requirements	<p>In the second paragraph, second sentence. Please consider deleting "which certificate or certificates shall state that the policies shall not be changed or canceled until thirty days written notice has been given to the Department." Our policies include this clause but this is not on our certificates.</p> <p>In item b. ii and iii, please consider deleting "or by its subcontractors, including omissions and supervisory acts of the State."</p>	<p>As part of Attachment A, Bidder's Certified Statements, 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 that constitutes the best interests of New York State.</p> <p>Should the CONTRACTOR engage a subcontractor, the CONTRACTOR shall endeavor to impose the insurance requirements of Section W</p>



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			on the subcontractor, as applicable. Required insurance limits should be determined commensurate with the work of the subcontractor.
21	Appendix D: General Specifications, FF. Conflicts of Interest	In item 1, should the reference to Exhibit A actually be Attachment O?	Exhibit A in the DOH Agreement is the same form as Attachment O in the RFP.
22	Please consider adding the following clauses to the resulting contract:	<p>A. <b>Limitation of Liability.</b> Notwithstanding anything else in this contract to the contrary, including all attachments, the liability of the Contractor on account of any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the services performed under the Contract shall be limited to the amount of fees paid or owing to the Contractor under the Contract. In no event shall the Contractor be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, rule, regulation or tort (including but not limited to negligence) or otherwise, and shall survive contract termination or expiration.</p> <p>B. <b>Ownership.</b> Upon full and final payment to Contractor under the Contract, Contractor assigns and grants to DOH, title in the tangible items specified as deliverables or work product in Contract (the "Deliverables") and any copyright interest in the Deliverables; provided that if and to the extent that any Contractor property is</p>	<p>A. This language will not be considered.</p> <p>B, C, D, and E response: As part of Attachment A, Bidder's Certified Statements, 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</p>

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		<p>contained in any of the Deliverables ("Contractor Property"), Contractor hereby grants DOH, under Contractor's intellectual property rights in such Contractor Property, a royalty-free, non-exclusive, non-transferable, perpetual license to use such Contractor Property solely in connection with DOH's use of the Deliverables. Contractor acknowledges that it shall obtain no ownership right in Confidential Information of DOH. In addition, DOH acknowledges and agrees that Contractor shall have the right to retain for its files copies of each of the Deliverables and all information necessary to comply with its contractual obligations and applicable professional standards.</p> <p>C. <b>Use of Vendors.</b> DOH further acknowledges and agrees that Contractor-controlled parties and other third party service providers (collectively, "Vendors") may have access to Confidential Information from offshore locations, and that the Contractor uses Vendors within and outside of the United States to provide at Contractor's direction administrative or clerical services to Contractor. These Vendors may in the performance of such services have access to DOH's Confidential Information. Contractor represents to DOH that with respect to each Vendor, Contractor has technical, legal and/or other safeguards, measures and controls in place to protect Confidential Information of DOH from unauthorized disclosure or use. Contractor shall be responsible to DOH for Contractor-controlled, member Firms or Vendor's failure to comply.</p> <p>D. <b>State Vendors and Conflicts.</b> The DOH is aware that Contractor may be providing assurance, tax and/or advisory services to other actual or potential contractors</p>	<p>that constitutes the best interests of New York State.</p>

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		<p>of the DOH. Contractor will perform an internal search for any potential DOH conflicts relating to any of the DOH's contractors identified by the DOH as having a role in connection with Contractor's performance of this Contract. The DOH hereby agrees that a contractor's status as the Contractor's DOH does not impact Contractor's engagement to perform this Contract. Contractor will advise the DOH of any conflicts of interest that could prevent it from performing the Contract. However, Contractor is a large firm that is engaged by new DOHs 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 the DOH. Contractor shall perform this Contract in accordance with applicable professional standards.</p> <p>E. <b>Export Control.</b> Contractor and DOH acknowledge and agree that each shall comply with all applicable United States export control laws and regulations in the performance of each party's respective activities under the Engagement Letter. DOH shall not provide Contractor, or grant Contractor access to, (a) information (including technical data or technology), verbally, electronically, or in hardcopy, (b) software or (c) hardware, that is controlled for export by the United States government under the Arms Export Control Act of 1976, Export Administration Act of 1979, the International Traffic in Arms Regulations ("ITAR"), Export Administration Regulations ("EAR"), Department of Energy Part 810 Regulations or Nuclear Regulatory Commission Part 110 Regulations, except information,</p>	

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		software or hardware that is classified as EAR99 under the EAR.	