

**New York State Department of Health  
 Medicaid Accelerated eXchange (MAX) Program Rapid Cycle Continuous Improvement  
 Targeting High Utilizers of Avoidable Hospital Services  
 RFP #: 18026**

*Questions and Answers March 20, 2019*

<b>Question #</b>	<b>Corresponding RFP Section</b>	<b>Bidder's Question</b>	<b>Answer</b>
1.	General	Is there an incumbent on the work? If so, please identify the incumbent.	There is no current incumbent.
2.	General	What is the value of the current contract?	See answer to Question #1.
3.	General	What data sources will the participating teams have access to? ADT data? PPS-participating hospital generated data? Medical and pharmacy claims data? Will plans provide raw data and/or timely and actionable reports to the teams? Will the state provide any data directly?	See Section 4.1.II of RFP. Data will be collected by the Action Teams, with the Contractor assisting the team.  The state will not be supplying any data.
4.	General	Has each PPS developed a data warehouse with analytic capability?	See answer to Question 3.
5.	General	Can a PPS participate in the MAX series more than once? How many PPS have already participated in the MAX series? If a PPS can participate again/more than once, would they send a different team, or could they send the same team?	PPS facilities can participant more than once if need is demonstrated. Preference will be given to new facility teams. There have been 725 participants representing 58 facilities from 23 different PPS.
6.	General	Can you provide the list of PPSs that have already participated in the MAX series?	For previous MAX series participants, see the following web page: <a href="https://www.health.ny.gov/health_care/medicaid/redesign/dsrip/pps_workshops/max/2018-06-05_max_participants_1-7.htm">https://www.health.ny.gov/health_care/medicaid/redesign/dsrip/pps_workshops/max/2018-06-05_max_participants_1-7.htm</a>
7.	Section 4.0: Scope of Work (Pages 5-6 of RFP)	Where the DOH states the contractor will "redesign" the current MAX Series content, is the DOH able to provide guidance in relation to what proportion of the current MAX Series content would the DOH expect to be retained – e.g. a large, medium or small amount of the existing MAX materials?	DOH anticipates the selected Contractor will use a large amount of the existing MAX content materials
8.	Section 4.0: Scope of Work (Pages 5-6 of RFP)	Please clarify if contractor will have access to Medicaid claims data for analysis of provider specific progress towards established goals to reduce hospital and emergency department admissions.	See answer to Question 3.
9.	Section 4.1: Tasks Deliverables (Pages 6-12 of RFP)	Can the DOH clarify the expectations regarding the number of TTF participants per workshop per region (5) versus the number of teams per region which may vary, up to 12 per region? Would the number of TTF participants change dependent on the number of teams ultimately enrolled (and if so how?) or would it be fixed at 5 participants regardless of the number of teams per region?	The number of TTF participants would remain fixed at 5 per region, regardless of the number of teams.

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10.	Section 4.1: Tasks Deliverables (Pages 6-12 of RFP)	Can the DOH clarify that they are anticipating a potential maximum of 24 teams per round (12 upstate/12 downstate), which would equal over the two rounds a potential maximum of 48 teams (24 upstate/24 downstate)?	Correct, there would be a maximum of 24 teams for each round, for maximum of 48 teams total for the two rounds.
11.	Section 4.1: Tasks Deliverables, Subsection I. (Pages 6-7 of RFP); and Section 4.3: Reporting Requirements (Page 13 of RFP)	In one section of the RFP (page 7 Reporting Round #1) it states that the final summary report is due within 3 months of completion of workshops, and in another section (page 13 4.3 Reporting Requirements D.b.) it states 4 months. Please clarify.	See Amendment #2  The final report is due to DOH within three (3) months of completion of the workshops.
12.	Section 4.1: Tasks/Deliverables, Subsection II.E.b. (Page 9 of RFP)	Can the DOH clarify that the intention in this iteration of the MAX Series is that each workshop will be held 3 months/90 days apart, as this is different to the previous method of delivery where workshops were more closely timed (e.g. either 30 or 60 days)?	See Amendment #2.  The intent is that each workshop session will occur no more than 90 days after the previous session.
13.	Section 4.1: Tasks/Deliverables, Subsection II.E.c. (Page 9 of RFP)	<p>The RFP states that:</p> <p><i>"i. If more than seven (7) Action Teams (i.e., 8 to 12 teams) are recruited in a region, the Contractor will hold two (2) workshop sessions in that region that round and will split the Action Teams in to two (2) sub-workshop groups (e.g., if 9 teams are recruited, one series will have 5 teams and the other will have 4 teams).</i></p> <p><i>ii. When two (2) sub-workshop groups are being conducted: 1. The Session for workshop day 1 will take place on the same day at the same location for both sub-workshop groups. It is expected that workshop day 1 will include an initial "kickoff" session to be held with all Action Teams (i.e. all 8 to 12 teams in the region), followed by breakout sessions by sub-workshop groups."</i></p> <p>Please clarify if the expectation is for two Workshop 1 sessions to occur simultaneously on the same day if there are more than seven Action Teams recruited.</p>	Yes, If there are more than seven (7) Action Teams are recruited in a region, Workshop 1 will occur on the same day, time and at the same location for all Action Teams.
14.	Section 4.1: Tasks/Deliverables, Subsection II.E.c. (Page 9 of RFP)	Item E.c.i. states that should there be more than 7 Action Teams recruited that "two sessions are required". Does this apply to all three MAX workshops, or only workshop 2 and 3?	If more than seven (7) Action Teams are recruited, two (2) sessions will be required only for Workshops 2 and 3.
15.	Section 4.1: Tasks/Deliverables, Subsection IV. (Page 10 of RFP)	Is the expectation that generally speaking 'new' teams will be recruited to the redesigned MAX program (e.g. teams and organizations that have not participated before) or is the intention that the program content is sufficiently differentiated from previous iterations of the program that there would be value in previous teams participating again if they were interested?	See answer to Question 5.

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16.	Section 4.1: Tasks/Deliverables, Subsection IV. (Page 10 of RFP)	Will the department provide any support around recruitment of teams?	See Section 4.1. IV Participant Recruitment. The Contractor will submit a plan to the Department outlining their recruitment strategy.
17.	Section 4.1: Tasks/Deliverables, Subsection IV. (Page 10 of RFP)	Please clarify when it is expected that the baseline assessment survey is to be completed – is it during the application process for Action Teams, or once Action Teams are officially signed up?	See Section 4.1.IV.C.b. As part of the Implementing the Recruitment Strategy, the Contractor will conduct the baseline assessment survey.
18.	Section 4.1: Tasks/Deliverables, Subsection IV. (Page 10 of RFP)	Regarding recruitment to the program, will teams be allowed to participate if they wish to focus on specific sub-populations of patients (e.g. behavioral health, opioid use)? And does this include teams who have participated previously but who now wish to focus on a specific patient group?	See answer to Question 5.  Any requests to focus on specific sub-populations may be requested by the Contactor for approval by the State prior to acceptance of the Action Team.
19.	Section 4.1: Tasks/Deliverables, Subsection IV.C.a. (Page 10 of RFP)	The RFP states: <i>“For the TTFs, identify participants, trying, where possible, to ensure participants represent different organizations/systems than the action teams to test cross-sector compatibility.”</i>  Please clarify if it is required that a Safety-Net Hospital be the lead for the MAX Series Action Teams or if other provider settings (home health, skilled nursing facility, CBO) can serve as the lead organization.	See Amendment #2.  In the Revised Attachment C, the definition of Actions Teams has been modified.
20.	Section 4.1: Tasks/Deliverables, Subsection V. (Page 10 of RFP)	Please provide definition and criteria for “avoidable causes for Emergency Department and inpatient service” utilization.	The Contractor and SMEs will assist each Action Team in determining their facility-specific criteria for high-utilization and avoidable causes during the baseline assessment period through the first workshop.
21.	Section 4.1: Tasks/Deliverables, Subsection V. (Page 10 of RFP)	Please provide definition and criteria for “high-utilizers”.	See answer to Question 20.
22.	Section 4.1: Tasks/Deliverables, Subsection V.A.b. (Page 11 of RFP)	Please clarify the estimated time for the Department’s approval of workshop materials.	Since it is expected that the Contractor will be using a large amount of existing content, the Department anticipates review and approval of the workshop materials within two weeks of submission.

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23.	Section 4.1: Tasks/Deliverables, Subsection V.A.C. (Page 11 of RFP)	Please clarify if there is an expectation that the TTFs trained in the first round of MAX Series TTF training be required to participate during the second year of the contract within their PPS.	This is not an expectation of this contract.
24.	Section 4.2: Staffing Requirements (Pages 12-13 of RFP)	Is the expectation that there are at least two SMEs on the program team (e.g. one high utilizer SME, and one improvement/system engineering/change management SME) or could these roles be fulfilled by an appropriately experienced single SME?	This role could be fulfilled by one appropriately experienced SME; however, all SMEs are subject to the review and approval of the Department.
25.	Section 5.5: Minority & Woman-Owned Business Enterprise Requirements (Pages 16-17 of RFP)	If a teaming partner is MBE and WBE certified in New York State, will DOH allow this dual-certified firm to account for all or part of the 30% MWBE goal, as long as the firm's share of engagement revenue meets the goal?	A dual-certified MWBE's participation in a State contract may be counted towards either a MBE goal or a WBE goal, but may not be counted towards both and the designation chosen (either MBE or WBE) must remain for the life of the contract. An MWBE waiver, demonstrating good-faith efforts, would be required when either goal is not fully satisfied.
26.	Section 5.21: Intellectual Property (Page 23 of RFP)	Would the DOH consider deleting this section of the RFP? There is an IP provision in the contract proper and having two clauses may cause inconsistencies.	Bidders are required to certify that they accept the contract terms and conditions as set forth in the RFP. DOH 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 terms and conditions as set forth in the RFP without modification should DOH determine that constitutes the best interests of New York State.
27.	Section 6.1: Administrative Proposal, Subsection D. (Page 24 of RFP)	Please provide details on the format to be used in identifying confidential portions of the proposal. For instance, is the State requesting a list that describes the confidential items, or is the State requesting a separate redacted version of the proposal?	Bidders should not redact any portion of their proposal but should clearly and specifically identify, as part of the Administrative Proposal, the portions of their proposal they believe constitutes proprietary information. by provide a listing of all sections/pages of their proposal it deems confidential.
28.	Section 6.1: Administrative Proposal, Subsection D. (Page 24 of RFP)	Are we required to include justifications for identifying confidential portions of the proposal?	No, Justifications for identifying confidential portions of a bidder's proposal are not required at the time of bid.

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29.	Section 6.2: Technical Proposal, Subsection D.2.ii.c (Page 26 of RFP)	<p>Can the DOH confirm if there is any text missing from the end of this requirement that ends in "and":</p> <p><i>2.ii.c: "How the bidder plans to employ staff with a sufficient knowledge of New York State Healthcare initiatives, such as Medicaid Redesign and the DSRIP Program to support and enhance the project; and"</i></p>	<p>See Amendment #2.</p> <p>There is no text missing. The corrected sentence is as follows:</p> <p><i>2.ii.c: How the bidder plans to employ staff with a sufficient knowledge of New York State Healthcare initiatives, such as Medicaid Redesign and the DSRIP Program to support and enhance the project; <del>and</del></i></p>
30.	Section 6.2: Technical Proposal, Subsection D.2.ii.c (Page 26 of RFP)	Item c ends with the word "and," but there is no Item d. Immediately following Item c is a new major section. Please confirm that Item c completes Section 6.2.D.2.	See answer to Question 29.
31.	Section 6.3: Cost Proposal (Pages 26-28 of RFP)	The RFP states that travel costs in relation to site visits to the "Action Team's partner facilities will be reimbursed per Office of the State Comptroller (OSC) rules and regulations associated with travel". Can the DOH confirm that this applies to all contractor team members who participate in these site visits (prime and any subcontractor staff)? In addition, is there a maximum number of contractor team members the DOH would stipulate should attend the site visits?	<p>This reimbursement policy applies to all contract team members, prime or subcontractor staff.</p> <p>See Amendment # 2</p> <p>Section 4.1.V.C.e.ii.3 has been modified to read: The Department will reimburse the Contractor for up to four (4) Contractor team members to attend the site visits.</p>
32.	Section 6.3: Cost Proposal (Pages 26-28 of RFP)	It is understood that pricing is to include travel expenses for the contractor to participate in workshops and on-site visits with Action Teams. Is the contractor also expected to cover travel costs for participating Action Teams to attend the workshops? Is a stipend or other payment expected for participating Action Teams?	<p>The Contractor is responsible for travel expenses related to their participation in the workshops in their pricing, but costs related to traveling to the Action Team's facility for site visits will be reimbursed based actual cost not to exceed rates approved by the State Comptroller, as stated Section 5.4 and 6.3 of the RFP.</p> <p>See Amendment # 2</p> <p>No, the Contractor is not expected to cover travel cost for the for participating Action Teams nor are there any other stipend or payment provided.</p>

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33.	Section 6.3: Cost Proposal (Pages 26-28 of RFP)	<p>The RFP states that “travel for the Contractor’s staff to conduct these deliverables included in Section 4.0 Scope of Work, must be included in the all-inclusive deliverable price bid with the exception of travel costs specifically related to the Action Team Site visits. Reimbursement for travel to the Action Team’s partner facilities will be reimbursed per Office of the State Comptroller (OSC) rules and regulations associated with travel.”</p> <p>The Scope in the RFP describes two site visits per Action Team during the Action Period. Is it permissible to conduct more site visits. For example, during the baseline assessment phase and/or other Action Period visits? Is there a maximum number of visits that the State will consider reimbursable per Action Team?</p>	No, the DOH will only reimburse for up to two (2) site visits.
34.	Section 6.3: Cost Proposal (Pages 26-28 of RFP)	The RFP states that the contractor should provide an all-inclusive price for each of the workshops. The workshops include ‘meetings’. Do these ‘meetings’ include the Action Site visits in between workshops? Is there a specific reason that Action Site visits were not included in the deliverable description?	<p>No, the Action Team Site visits are not considered “meetings”.</p> <p>The travel costs for the Action Team Site Visits are reimbursed separately see Section 5.4 of the RFP. Any other costs related to the Action Team Site visit should be included in the Workshop Deliverable all-inclusive price.</p>
35.	Section 6.3: Cost Proposal (Pages 26-28 of RFP)	In the cost proposal only one price for one final webinar is requested, however can the DOH confirm that this should be ‘per round’?	<p>See Amendment # 2</p> <p>Yes, there is one (1) final webinar per round.</p> <p><b>Bidders Must use the Revised Cost Proposal when submitting a bid.</b></p>
36.	Section 6.3: Cost Proposal (Pages 26-28 of RFP)	<p>In the cost proposal a price for a final report for upstate and downstate is requested, versus a description in section 4.1 Tasks/Deliverables which just states a single final report should be delivered per round. Can the DOH confirm what the requirements are? E.g. 1 x final report per round: equals 2 final reports in total, or 2 x final reports per round (one for upstate, one for downstate): equals 4 final reports in total.</p> <p>Can the DOH also confirm how this means the price per deliverable should be reflected?</p>	<p>See Amendment #2</p> <p>One final report per round is required, which encompasses statewide results.</p> <p><b>Bidders Must use the Revised Cost Proposal when submitting a bid.</b></p>
37.	Section 6.3: Cost Proposal (Pages 26-28 of RFP)	In 4.1 Tasks/Deliverables there is an activity at the start of round 2 which is to revise and update workshops and content (to be completed within one month of the last workshop of round 1). However, there is nowhere in the cost proposal to reflect a price for this activity. Can the DOH confirm where this price should be reflected?	As changes to the content would occur between rounds the cost for minor content revisions should be included in the pricing for Workshop 3.

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38.	Section 6.3: Cost Proposal (Pages 26-28 of RFP); and Section 8.4: Cost Evaluation (Page 30 of RFP)	Can the DOH confirm how the total cost of the contractor's submission is going to be calculated? For example, there are items in the cost proposal which will be delivered once, while others will be delivered per round, with two prices provided for workshops (dependent on the number of teams recruited).	See Section 8.4 of the RFP, whereas, the lowest all-inclusive proposal will receive 30 points and all other proposals will receive a proportionate score based upon the relationship of their proposal to the lowest all-inclusive proposal.
39.	Section 6.3: Cost Proposal (Pages 26-28 of RFP); and Attachment B: Cost Proposal (Pages 33-34 of RFP)	The Cost Proposal states that there will be two rounds per the contract period. Are "rounds" the same as years?	See Section 4.1.I. Deliverable Schedule for the timing of the rounds.
40.	Section 6.3: Cost Proposal (Pages 26-28 of RFP); and Attachment B: Cost Proposal (Pages 33-34 of RFP)	Is the State expecting two Attachment B forms, one for each round, or only one Attachment B form that will apply to both rounds?	See Section 6.3 of the RFP, whereas, the Bidder must submit a ["a" meaning one (1)] completed and signed Attachment B- Cost Proposal
41.	Section 6.3: Cost Proposal (Pages 26-28 of RFP); and Attachment B: Cost Proposal (Pages 33-34 of RFP)	Where the form states "Price for up to 7 Action Teams," does this refer to the price for a Single Action Team of 7 participants, or 7 Action Teams of 7 participants per team?	The price is for seven (7) Action Teams of up to 12 participants per team.
42.	Attachment A: Proposal Document Checklist (Page 32 of RFP)	Please confirm that the checklist is provided merely as an aid to the bidder, and that it is not a required element of the proposal.	This is confirmed.
43.	Attachment 8: DOH Agreement	<p>Upon review of the Request for Proposal (RFP) No. # 18026, titled Medicaid Accelerated eXchange (MAX) Program Rapid Cycle Continuous Improvement Targeting High Utilizers of Avoidable Hospital Services, issued by the New York State Department of Health (DOH) on January 31, 2019, we noted that it does not include a limitation of liability (LOL) provision.</p> <p>We request your consideration of a Limitation of Liability (LOL) provision. Large firms or partnerships are particularly disadvantaged by not having a LOL provision and therefore there are unintended consequences of limiting competition based on size or corporate structure. LOL provisions are common in the industry, and the effectiveness and enforceability of such a provision has been noted many times in New York legal decisions. The basic principle of a LOL is to cap a contractor's liability commensurate with the fees to be paid. The clause allows the parties to equitably assess the risks relevant to the particular project, and its inclusion is beneficial to the State as well as to businesses, both large and small. First, a LOL allows a business to evaluate risk and potentially take on more risk than</p>	<p>See Amendment #2.</p> <p>For RFP # 18026, the Department officially modifies Section 5.8 of this RFP to add Section 5.8.1 Limitation of Liability. This subsection shall read:</p> <p><b>5.8.1 LIMITATION OF LIABILITY</b>  Except as otherwise set forth in Sections IX. J. and K., the Indemnification Provisions of the New York State Health Department Contract, the limit of liability shall be as follows:</p> <p><b>A.</b> Contractor's liability for any claim, loss or liability arising out of, or connected with the Products and services provided, and whether based upon default, or other liability such as</p>

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		<p>normal because there is some contractual relief available. Second, when an appropriate LOL is negotiated, the State maintains a level of comfort with respect to potential liability that may exist relative to the project. Third, inclusion of a LOL helps promote competition as the pool of offerors will likely increase when potential liability is capped proportional to the project. Thus, the use of a LOL helps protect the State's interests in obtaining a "best value" while encouraging greater participation by small and large businesses to share in the project's associated risks.</p> <p>We understand that when other states have not included LOL provisions in their procurements in the past, they noticed that mid-tier and large firms were not responding to RFPs and conducting business with those states. These states realized they were not getting "best-value" from their procurements and reverted to including a LOL provision in their contracts.</p> <p>Further to this point, the Department initially retained the services of KPMG in 2015 to develop and deliver the first Medicaid Accelerated eXchange Program under a DOH-KPMG contract that included a reasonable limitation of liability. In as much as the services sought by the Department in RFP #18026 for this next iteration of the MAX Program mirror the services we provided under our previous contracts with DOH, it follows that the risk profile for these efforts is the same and there's a compelling case for DOH to issue an addendum to RFP #18026 that includes a reasonable limitation of liability.</p>	<p>breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the original contract value exclusive of renewals, for the Products and services, or parts thereof forming the basis of the Department's claim, or (ii) two million dollars (\$2,000,000), whichever is greater.</p> <p><b>B.</b> The Department may retain such monies from any amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted against the Department unless Contractor at the time of the presentation of claim shall demonstrate to the Department's satisfaction that sufficient monies are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.</p> <p><b>C.</b> Notwithstanding the above, neither the Contractor nor the Department shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the Department, the Contractor, or by others.</p>
44.	Attachment 8: DOH Agreement	The NYS DOH Contract does not include a limitation of liability (LOL). Many large firms will not participate absent a commercially reasonable LOL and/or proposers will escalate their pricing to reflect the added risk associated with no LOL. Either way, absence of a reasonable LOL will likely hinder DOH's goal to achieve a best value outcome for the procurement. Will DOH issue an addendum to the RFP that includes a reasonable LOL or consider respondent requests for LOL in their proposals?	See Amendment #2 and response to question # 43.
45.	Attachment 8: DOH Agreement	<p>Will the DOH consider adding the following term:</p> <p>Export Control. CONTRACTOR and the DEPARTMENT acknowledge and agree that each shall comply with all applicable United States export</p>	As part of <a href="#">Attachment 7</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



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		control laws and regulations in the performance of each party's respective activities under this Contract. the DEPARTMENT shall not provide CONTRACTOR with, 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, software or hardware that is classified as EAR99 under the EAR.	does not negotiate specific language proposed by potential bidders as part of the Question and Answer process, but 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.
46.	Attachment 8: DOH Agreement, Subsection III.C (Page 16 of Attachment)	Will the DOH consider adding a cure period by inserting the following at the beginning of III.C?  "Subject to the cure period set forth in III.C, which shall be a pre-requisite to any termination for cause,..."	The Department will allow a reasonable cure period and will negotiate those specific terms and conditions with the contract awardee within the scope of the RFP and in the best interests of New York State.
47.	Attachment 8: DOH Agreement, Subsection III.F (Page 16 of Attachment)	Will the DOH consider inserting "for the DEPARTMENT's convenience" after "may be canceled."?	See response to question # 45.
48.	Attachment 8: DOH Agreement, Subsection III.G.1 (Page 17 of Attachment)	Will the DOH consider deleting as this is already covered by III.C?	See response to question # 45.
49.	Attachment 8: DOH Agreement, Subsection III.G.2 (Page 17 of Attachment)	Will the DOH consider deleting? A termination for convenience is already covered by III.F.	See response to question # 45.
50.	Attachment 8: DOH Agreement, Subsection IV (Pages 17-22 of Attachment)	Will the DOH consider making the following revisions to the insurance clauses to align with general insurance practices?  a. Subsection A: In the first paragraph, second sentence replace "a" with "the" and "acceptable to the DEPARTMENT" with "of Certificates of Insurance".  b. Subsection B3: 1) In the last paragraph, second sentence, replace "a copy" with "Certificates of Insurance" and after "insurance" insert "required by this Contract". 2) In item b of the bulleted list, delete "any deductible, self-insured retention".	See response to question # 45.

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		<p>c. Subsection B4: At the end of the first sentence, insert “, only if the Contractor is the sole cause of the loss”.</p> <p>d. Subsection B5: In the first sentence replace “prior to” with “after” and in the fourth sentence, replace “a” with “the” and “acceptable to the DEPARTMENT” with “of Certificates of Insurance”.</p> <p>e. Subsection B6: In the first sentence, delete “Certificates of Insurance must indicate the applicable deductible/self-insured retentions above \$100,000.00, which are subject to approval from the DEPARTMENT.”</p> <p>f. Subsection C3: In item b, delete “subcontractors” and delete items h and j.</p> <p>In addition, in the last paragraph, at the end, insert the following: “, to the extent the Contractor solely causes the loss”.</p> <p>g. Subsection C4: Delete “owned, leased” and “and shall name the State of New York as additional insured”</p> <p>h. Subsection C5: Delete that last sentence.</p>	
51.	Attachment 8: DOH Agreement, Subsection IX.E (Pages 28-29 of Attachment)	<p>Will the DOH consider deleting in its entirety?</p> <p>Replace with: “Upon full and final payment to Contractor under the Contract, the Contractor assigns and grants to the State, 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 contained in any of the Deliverables (“KPMG Property”), Contractor hereby grants the State, under Contractor’s intellectual property rights in such KPMG Property, a royalty-free, non-exclusive, non-transferable, perpetual license to use such KPMG Property solely in connection with the State’s use of the Deliverables. Contractor acknowledges that it shall obtain no ownership right in confidential information of the State. In addition, the State 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>	See response to question # 45.

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52.	Attachment 8: DOH Agreement, Subsection IX.J (Page 30 of Attachment)	Will the DOH consider the following changes:? 1) Delete "shall be fully liable...subcontractors and..." 2) Replace "relating to" with "for." 3) Delete "intellectual property" as that is addressed in the next paragraph. 4) Insert "to the extent" before "caused."	See response to question # 45.