

New York State Department of Health

Office of Health Insurance Programs

Disproportionate Share Hospital (DSH) Audits

RFP #17636

**AMENDMENT #1
May 23, 2018**

The following are official modifications, which are hereby incorporated into the New York State Department of Health, Office of Health Insurance Programs, Disproportionate Share Hospital (DSH) Audits Request for Proposals (RFP) #17636, issued May 15, 2018. The information contained in this amendment prevails over the original RFP language. For all amendments below, deleted language appears in strikethrough (“~~xxx~~”) and added language appears in underline (“xxx”).

1. 1.0 Calendar of Events

RFP 17636 – DISPROPORTIONATE SHARE HOSPITAL (DSH) AUDITS	
<u>EVENT</u>	<u>DATE</u>
Issuance of Request for Proposals	May 15, 2018
Deadline for Submission of Written Questions	<u>June 8, 2018</u> May 29, 2018 4:00 p.m. ET
Responses to Written Questions Posted by DOH	On or About <u>June 22, 2018</u> June 12, 2018
Deadline for Submission of Proposals	<u>July 10, 2018</u> June 29, 2018 4:00 p.m. ET
<u>Anticipated</u> Contract Start Date-New Contractor Awarded Contract	October 1, 2018
<u>Anticipated</u> Contract Start Date-Incumbent Awarded Contract	January 1, 2019

2. 4.1 Tasks/Deliverables

4.1.1 DSH Audits, B. DSH Audit Responsibilities/Deliverables, 3.b:

3. Conduct independent, certified audits of designated MSP years of the State Medicaid program that provide DSH payments to hospitals eligible for such payments (see [Attachment D](#) for list of anticipated DSH hospitals by region);
 - a. Conduct the MSP 2016 audit in the first year of the contract resulting from this RFP. Each subsequent year will be for the following MSP year audit;
 - b. The certified independent audit of the Disproportionate Share Hospitals for MSP Rate Years 2016-2020 shall be completed and provided to the State by the last day of the federal FY ending three (3) years from the end of the MSP Rate Year;

4. 5.8 Contract Insurance Requirements

5.8.3 LIMITATION OF LIABILITY Except as otherwise set forth in the Indemnification Provision of the New York State Health Department Contract, the limit of liability shall be as follows:

a. 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 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) one million dollars (\$1,000,000), whichever is greater.

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.

c. 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.

All other terms and conditions remain the same.