

**NYS Department of Health (NYSDOH)  
Request for Proposals  
RFP # 20032  
Independent External Auditing Services  
AMENDMENT #1  
SEPTEMBER 20, 2019**

The following are official modifications, which are hereby incorporated into the New York State Department of Health, NY State of Health (NYSDOH) Request for Proposals (RFP) #20032, issued August 15, 2019. The information contained in this amendment prevails over the original RFP language. For the amendments below, deleted language appears in strikethrough ("~~xxx~~") and added language appears in underline ("xxx").

**4.4 Contract Management and Staffing**

The Contractor will be responsible for recruiting, training and providing appropriate staffing and oversight to ensure the integrity and timely completion of the services detailed in Section 4.0, Scope of Work throughout the course of the contract period.

The Contractor will provide the following Key Personnel, listed in the chart below with job titles to be used for this project, the general duties of that job title, and minimum qualifications for each personnel provided in that job title,

<b>Job Title</b>	<b>General Duties</b>	<b>Minimum Qualifications</b>
Engagement Partner	<p>Project oversight, management of Contractor's team, liaison with DOH to plan and manage audit engagements.</p> <p>Understand client business and provide appropriate audit services to meet client expectations.</p> <p>Maintain up-to-date knowledge regarding applicable standards, policies and regulations.</p> <p>Address client concerns and escalate complex issues to management for immediate resolution.</p>	<p>A senior professional with <del>10-15</del> <u>at least 10</u> years of experience. Extensive experience and knowledge of financial and performance audits.</p> <p>Minimum of 10 years of auditing experience that includes a minimum of 5 years of financial and performance audits.</p> <p><u>Possesses Certified Public Accountant (CPA) certification.</u></p>
Audit Manager	<p>Leads groups of auditors.</p> <p>Provides oversight and guidance for auditors and may be responsible for training staff.</p> <p>Ensures standard auditing practices are followed.</p> <p>Analyze data and form preliminary conclusions and/or recommendations but reports to Engagement Partner for overall direction on project and specific policy interpretation. May supervise lower level staff.</p>	<p>A mid-level professional with <del>5-10</del> <u>at least 5</u> years of increasing responsibility and independent auditing work and experience.</p> <p>Possesses Certified Public Accountant (CPA) certification.</p> <p>Minimum of 5 years of auditing experience.</p> <p><del>Must possess a New York State CPA Certification.</del></p>
Senior Auditor/Accountant	<p>Assist with annual external audit and examinations.</p> <p>Complete requested materials.</p> <p>Assist in preparing assigned schedules for the annual audit.</p>	<p>Mid-level professional with <del>5-10</del> <u>at least 2</u> years of experience and supervisory responsibilities.</p> <p><del>Possess Certified Public Accountant (CPA) certification.</del></p>

	<p><u>May be responsible for assisting in training staff.</u></p> <p><del>Thorough</del> Understanding of GAAP and GAGAS and knowledge of statutory accounting principles.</p>	<p>Minimum of <del>5</del> 2 years of auditing and supervisory experience.</p> <p><del>Must possess a New York State CPA certification.</del></p>
Staff Auditor/Accountant	<p>Assist the Senior Auditor/Accountant.</p> <p>Technical support and data manipulation, but not necessarily drawing conclusions or making recommendations.</p>	<p>Entry-level staff with <del>4-5 years of experience in</del> general <u>knowledge of auditing/accounting processes.</u></p> <p>Should possess a working knowledge of mathematics and accounting principles.</p> <p><del>Minimum of 1 year of auditing experience.</del></p>

**Section 5.8. Contract Insurance Requirements**

This subsection shall read:

5.8.2 Limitation of Liability:

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:

1. 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, or (ii) one million dollars (\$1,000,000), whichever is greater; provided, however, that in accordance with applicable professional standards, such limitation of liability shall not apply to the financial statement audit services performed by Contractor.
2. The STATE 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 STATE unless Contractor at the time of the presentation of the claim shall demonstrate to the STATE'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 costs.
3. Notwithstanding the above, neither the Contractor nor the STATE 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 STATE, the Contractor, or by others.

All other terms and conditions remain the same.