

New York State Department of Health
RFP #20338: Consulting Services for New York State’s Health Insurance Programs and Waiver Initiatives

Questions and Answers Posted: 8/31/2023

Question #	Component	Corresponding RFP Section	Question	Answer
1.	-	General	Is there an incumbent?	No. There are no incumbent Contractors for the services requested under this RFP.
2.	-	General	Was the Scope of work performed in-house, or through an incumbent? If the latter, who is the incumbent organization on the RFP?	No. There are no incumbent Contractors for the services requested under this RFP.
3.	-	General	Is there an incumbent for the Components? a. If so, which Components have an incumbent? b. If so, can the Department provide the topics for the two most recent task orders for the components?	No. There are no incumbent Contractors for the services requested under this RFP.
4.	-	General	Are any vendors currently working in contracted roles with NYS that are precluded from award on this RFP, if so who are they?	At this time, there are no vendors that are precluded from bidding on this RFP. However, Bidders are required to submit a completed Attachment 4: Vendor Assurance of No Conflict of Interest or Detrimental Effect with their Administrative Proposal, attesting that they have no conflict of interest in providing the services under the resulting contract. See Section 6.1.4 of the RFP.
5.	-	General	Will the vendors awarded this bid be precluded from other work, if so what specifically?	Any assistance on RFP development under this contract will result in ineligibility for future procurements.
6.	-	Section 1.0: Calendar of Events (Page 3 of RFP)	Is the Department willing to extend the proposal submission date to allow Bidder’s additional time to review the Department’s responses to questions?	No.
7.	-	Section 1.0: Calendar of Events (Page 3 of RFP)	Will the Department consider extending the submission deadline by two weeks?	No.

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8.	-	Section 1.0: Calendar of Events (Page 3 of RFP)	What is the anticipated award date?	The Department anticipates notifying awarded and non-awarded Bidders as soon as feasible in 2024.
9.	-	Section 2.0: Overview (Page 3 of RFP)	Are all Offices/Divisions of the NYS Department of Health able to request the consulting services provided through this RFP?	The resulting contracts will be managed by the Office of Health Insurance Programs (OHIP).
10.	-	Section 3.1: Minimum Qualifications, Paragraph 1 (Page 5 of RFP)	<p>“NYSDOH will accept proposals from organizations with the following types and levels of experience as a prime contractor.”</p> <p>Can the Department please clarify that the Prime Contractor must meet all the minimum requirements themselves and cannot use experience from any Subcontractors to meet minimum requirements?</p>	<p>The Prime Contract must meet all the minimum requirements without leveraging planned subcontract experience.</p> <p>See second to last paragraph in Section 3.1 of the RFP.</p>
11.	-	Section 3.1: Minimum Qualifications, Paragraph 1 (Page 5 of RFP)	Section 3.1 Minimum Qualifications indicates “Experience acquired concurrently is considered acceptable”. Does this apply also to section 4.2 Staffing, that experience acquired concurrently is acceptable in meeting the required years of experience for each staffing category?	No. Concurrent experience of individual staff members would not be acceptable.
12.	Component I- Financial Advisory and Fee For Service Rate Development	Section 3.1: Minimum Qualifications, Subsection 3.1.1 (Page 5 or RFP)	Would the Department consider removing reference to GAAP under this requirement? GAAP does not specify any particular requirements related to a government performance audit. Government performance audits are specifically governed by the standards defined within GAGAS only.	<p>See Amendment #1 to RFP.</p> <p>Yes. This requirement has been modified.</p>
13.	Component II- Technical and Data Services	Section 3.1: Minimum Qualifications, Subsection 3.1.2 (Page 5 or RFP)	When providing minimum qualifications for Component II, does the \$15,000,000 combined budget referenced for System Integration Services apply to Business and Technology Advisory Services listed in the previous bullet?	No. There is no minimum combined budget related to Business and Technology Advisory Services referenced in the first bullet.

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14.	Component II- Technical and Data Services	Section 3.1: Minimum Qualifications, Subsection 3.1.2 (Page 5 or RFP)	<p>Can the Department clarify whether the “minimum of three (3) projects or initiatives” must be associated with a single eligibility requirement? For example, must all three (3) projects or initiatives align to “Business and Technology Advisory Services”, or could two (2) projects align to “Business and Technology Advisory Services” and one (1) project align to “System Integration Services for enterprise Information Technology system projects with a combined budget of more than \$15,000,000 per initiative, within the past ten (10) years.”</p> <p>Additionally, is it permissible to submit experience from a minimum of three (3) projects or initiatives providing for each eligibility requirement? For example, may we submit three (3) projects or initiatives that satisfy “Business and Technology Advisory Services”, and an additional three (3) projects or initiatives that satisfy “System Integration Services for enterprise Information Technology system projects with a combined budget of more than \$15,000,000 per initiative, within the past ten (10) years.”?</p>	<p>See Amendment #1 to RFP.</p> <p>No, All three (3) projects or initiatives must pertain solely to Business and Technology Advisory Services (first bullet) OR System Integration services for enterprise Information Systems (second bullet).</p> <p>Yes. However, Bidders only are required to meet one (1) of these qualifications (first OR second bullet).</p>
15.	Component II- Technical and Data Services	Section 3.1: Minimum Qualifications, Subsection 3.1.2 (Page 5 or RFP)	<p>In terms of the eligibility requirement, “System Integration Services for enterprise Information Technology system projects with a combined budget of more than \$15,000,000 per initiative, within the past ten (10) years.”, is the \$15M threshold reflective of the total client budget for each project in question, or the total value of the Bidder’s contract with the client for each project?</p>	<p>See Amendment #1 to RFP.</p> <p>The \$15,000,000 threshold refers to the combined total value of the Bidder’s three (3) contracts with the clients.</p>

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16.	Component II- Technical and Data Services	Section 3.1: Minimum Qualifications, Subsection 3.1.2 (Page 5 or RFP)	Does the phrase, "with a combined budget of more than \$15,000,000 per initiative, within the past ten (10) years" apply to both Business and Technology Advisory Services and System Integration Services for Enterprise Information Technology system projects or only the System Integration Services?	No. There is no minimum combined budget related to Business and Technology Advisory Services referenced in the first bullet.
17.	Component II- Technical and Data Services	Section 3.1: Minimum Qualifications, Subsection 3.1.2 (Page 5 or RFP)	Is there flexibility in the combined budget of "more than \$15,000,000" per initiative?	See Amendment #1 to RFP. Yes. The \$15,000,000 threshold has been amended to the combined value of the three (3) projects.
18.	Component II- Technical and Data Services	Section 3.1: Minimum Qualifications, Subsection 3.1.2 (Page 5 or RFP)	Per 3.1.2 Component II: Minimum Eligibility Requirements- Technical and Data Services, bidders are required to possess "a minimum of three (3) projects or initiatives providing: Business and Technology Advisory Services; OR System Integration Services for enterprise Information Technology system projects with a combined budget of more than \$15,000,000 per initiative, within the past ten (10) years." Could you please confirm whether the combined sum of all projects/initiative budgets must equal more than \$15,000,000 OR each project/initiative budget must equal more than \$15,000,000?	See Amendment #1 to RFP. The \$15,000,000 threshold has been amended to the combined value of the three (3) projects.

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19.	Component III-1115 Waiver Design and Implementation Advisory	Section 3.1: Minimum Qualifications, Subsection 3.1.3 (Page 6 or RFP)	<p>“A minimum of three (3) years of experience with consulting on and measuring metrics established by the National Committee for Quality Assurance (NCQA) for Clinical and Claims based Quality Measurements OR value-based payment arrangements.”</p> <p>Can the Department please clarify whether it meant this qualification to identify that:</p> <p>Option 1: the Bidder has at least 3 years of experience with consulting and measuring NCQA metrics for either clinical and claims-based quality measurement work or value-based payment arrangement work? Or,</p> <p>Option 2: the Bidder has at least 3 years of experience with NCQA measures or value-based payment arrangements? Or,</p> <p>Option 3: some other combination of qualification factors not captured by either Option 1 or 2. If so, please clarify.</p>	<p>See Amendment #1 to RFP</p> <p>Bidders are required to possess a minimum of three (3) years of experience:</p> <ul style="list-style-type: none"> • Consulting on and measuring metrics established by NCQA for Clinical and Claims based Quality Measurements; OR • Consulting on and measuring metrics established for value-based payment arrangements.
20.	Component IV- Financially Distressed Provider Technical Assistance	Section 3.1: Minimum Qualifications, Subsection 3.1.4 (Page 6 or RFP)	Can the Department further define "working directly with CMS"? Does this include supporting a state or other client with conducting discussions and/or negotiations with CMS?	The Department defines 'working direction with CMS' as a contractual relationship between the bidder and CMS or the bidder and a state, where the scope of work was directly related to the design, evaluation, and/or implementation of a state waiver.

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21.	Component III-1115 Waiver Design and Implementation Advisory	Section 3.1: Minimum Qualifications, Subsection 3.1.3 (Page 6 or RFP)	<p>“A minimum of three (3) years of experience with consulting on and measuring metrics established by the National Committee for Quality Assurance (NCQA) for Clinical and Claims based Quality Measurements OR value-based payment arrangements.”</p> <p>Can the Department please clarify whether it meant this qualification to identify that:</p> <p>Option 1: the Bidder has at least 3 years of experience with consulting and measuring NCQA metrics for either clinical and claims-based quality measurement work or value-based payment arrangement work? Or,</p> <p>Option 2: the Bidder has at least 3 years of experience with NCQA measures or value-based payment arrangements? Or,</p> <p>Option 3: some other combination of qualification factors not captured by either Option 1 or 2. If so, please clarify.</p>	<p>See Amendment #1 to RFP.</p> <p>Bidders are required to possess a minimum of three (3) years of experience:</p> <ul style="list-style-type: none"> • Consulting on and measuring metrics established by NCQA for Clinical and Claims based Quality Measurements; OR • Consulting on and measuring metrics established for value-based payment arrangements.
22.	Component IV- Financially Distressed Provider Technical Assistance	Section 3.1: Minimum Qualifications, Subsection 3.1.4, sub-bullet 3 (Page 6 or RFP)	Does “experience working directly with CMS” mean a contractual relationship between the Bidder and CMS, or a working relationship, contractual or otherwise, where the Bidder and CMS worked together?	The Department defines ‘working direction with CMS’ as a contractual relationship between the bidder and CMS or the bidder and a state, where the scope of work was directly related to the design, evaluation, and/or implementation of a state waiver.
23.	Component I- Financial Advisory and Fee For Service Rate Development	Section 4.1: Task/Deliverables, Subsection 4.1.1.1 (Page 7 of RFP)	Should the bidder also be prepared to provide information on FFS supplemental payment programs?	Yes.
24.	Component I- Financial Advisory and Fee For Service Rate Development	Section 4.1: Task/Deliverables, Subsection 4.1.1.3 (Page 7 of RFP)	Can you provide a listing of programs subject to audit or financial reviews?	As stated in Section 4.0 of the RFP, the purpose of this contract is to contract with consultants to provide advisory services on an as-needed basis. At this time, actual assignments to be performed have not been identified.

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25.	Component I- Financial Advisory and Fee For Service Rate Development	Section 4.1: Task/Deliverables, Subsection 4.1.1.4 (Page 7 of RFP)	Can you clarify the extent of the cost reporting functions and types of providers included?	As stated in Section 4.0 of the RFP, the purpose of this contract is to contract with consultants to provide advisory services on an as-needed basis. At this time, actual assignments to be performed have not been identified.
26.	Component I- Financial Advisory and Fee For Service Rate Development	Section 4.1: Task/Deliverables, Subsection 4.1.1.4 (Page 7 of RFP)	What types of cost information does the Department collect as part of FFS rate development processes? Should information collected comply with GAAP and GAGAS standards?	Sample cost information can be found on the Department's website at the following link: Hospitals, Nursing Homes, Home Care, Hospice & Other Health Care Facilities - New York State Department of Health (ny.gov)
27.	Component I- Financial Advisory and Fee For Service Rate Development	Section 4.1: Task/Deliverables, Subsection 4.1.1.4 (Page 7 of RFP)	We understand that the Department uses consultants to support audits and analysis of cost reports. Can the Department clarify expectations related to performing "cost reporting functions" as stated in Task 4?	As stated in Section 4.0 of the RFP, the purpose of this contract is to contract with consultants to provide advisory services on an as-needed basis. At this time, actual assignments to be performed have not been identified.
28.	Component I- Financial Advisory and Fee For Service Rate Development	Section 4.1: Task/Deliverables, Subsection 4.1.1.6 (Page 7 of RFP)	What services should the bidder be prepared to develop rates for? Will the Department also request the development of FFS rates for waiver services?	As stated in Section 4.0 of the RFP, the purpose of this contract is to contract with consultants to provide advisory services on an as-needed basis. At this time, actual assignments to be performed have not been identified.
29.	Component I- Financial Advisory and Fee For Service Rate Development	Section 4.1: Task/Deliverables, Subsection 4.1.1.6 (Page 7 of RFP)	What are the goals of the Department's rate setting automation?	As stated in Section 4.0 of the RFP, the purpose of this contract is to contract with consultants to provide advisory services on an as-needed basis. At this time, actual assignments to be performed have not been identified.
30.	Component I- Financial Advisory and Fee For Service Rate Development	Section 4.1: Task/Deliverables, Subsection 4.1.1.8 (Page 7 of RFP)	At this time are there any reimbursement methodologies the Department is targeting for updates or changes?	As stated in Section 4.0 of the RFP, the purpose of this contract is to contract with consultants to provide advisory services on an as-needed basis. At this time, actual assignments to be performed have not been identified.

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31.	Component II- Technical and Data Services	Section 4.1: Task/Deliverables, Subsection 4.1.2 (Pages 7-8 of RFP)	In planning for Component II tasks, what is the anticipated percentage of effort required for Development/System Build vs Procurement vs Implementation Support?	As stated in Section 4.0 of the RFP, the purpose of this contract is to contract with consultants to provide advisory services on an as-needed basis. At this time, actual assignments to be performed have not been identified.
32.	Component II- Technical and Data Services	Section 4.1: Task/Deliverables, Subsection 4.1.2 (Pages 7-8 of RFP)	Have any solutions, applications or vendors been selected or anticipated to be selected for the required technology needs?	The selected vendor will be required to work with any organization required to complete the resulting Task Orders and any technologies currently being used or being evaluated. Such solutions, applications and/or vendors the selected vendor will need to work with will be identified in resulting Task Orders.
33.	Component II- Technical and Data Services	Section 4.1: Task/Deliverables, Subsection 4.1.2 (Pages 7-8 of RFP)	What is the scope of "8. Provide Financial Management Support"?	As stated in Section 4.0 of the RFP, the purpose of this contract is to contract with consultants to provide advisory services on an as-needed basis. At this time, actual assignments to be performed have not been identified.
34.	Component II- Technical and Data Services	Section 4.1: Task/Deliverables, Subsection 4.1.2 (Pages 7-8 of RFP)	How will the bidder be expected to work with the TAS vendor being procured by OHIP to facilitate MES reprourement?	The Contractor will be required to work with any organization required and any technologies currently being used or being evaluated. Such requirements will be identified in the resulting Task Orders.
35.	Component II- Technical and Data Services	Section 4.1: Task/Deliverables, Subsection 4.1.2 (Pages 7-8 of RFP)	Based on the phased approach described here (https://info.nystateofhealth.ny.gov/PHE-tool-kit) , is the goal of Component II to have a platform to allow NY residents receiving Medicaid, CHPlus, or EP to manage their benefits and apply for other health insurance options if they're no longer eligible?	As stated in Section 4.0 of the RFP, the purpose of this contract is to contract with consultants to provide advisory services on an as-needed basis. At this time, actual assignments to be performed have not been identified.
36.	Component II- Technical and Data Services	Section 4.1: Task/Deliverables, Subsection 4.1.2 (Pages 7-8 of RFP)	Can the Department share its list of IT applications / systems within their IT environment?	A listing of all IT applications and systems within the Department's environment will be shared with the successful bidder after contract award, through resulting Task Orders.

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37.	Component II- Technical and Data Services	Section 4.1: Task/Deliverables, Subsection 4.1.2 (Pages 7-8 of RFP)	Is change management (i.e., training, user adoption) for IT projects considered within the scope of Component II – Technical and Data Services?	Yes.
38.	Component II- Technical and Data Services	Section 4.1: Task/Deliverables, Subsection 4.1.2 (Pages 7-8 of RFP)	How often do the business/legal requirements of benefits/claims change?	The Office of Health Insurance Programs is a complex, rapidly evolving organization and the vendor should be prepared for changes in requirements. Any changes to business/legal requirements of benefits/claims will be identified through resulting Task Orders.
39.	Component II- Technical and Data Services	Section 4.1: Task/Deliverables, Subsection 4.1.2 (Pages 7-8 of RFP)	Are there other tenants of the system outside of system administrators, NY residents, and claim reviewers/approvers?	A listing of all applicable aspects will be shared with the successful bidder after contract award, through resulting Task Orders.
40.	Component II- Technical and Data Services	Section 4.1: Task/Deliverables, Subsection 4.1.2 (Pages 7-8 of RFP)	Are there other benefits or workloads that a user needs to interact with?	A listing of all applicable aspects will be shared with the successful bidder after contract award, through resulting Task Orders.
41.	Component II- Technical and Data Services	Section 4.1: Task/Deliverables, Subsection 4.1.2 (Pages 7-8 of RFP)	What PII or PHI would the system need to manage?	This contract may interact with any available PHI/PII across all Medicaid systems, which will be identified in resulting Task Orders.
42.	Component II- Technical and Data Services	Section 4.1: Task/Deliverables, Subsection 4.1.2 (Pages 7-8 of RFP)	Is there any specific compliance classification required?	Compliance activities will be detailed under the resulting contract through developed Task Orders.
43.	Component II- Technical and Data Services	Section 4.1: Task/Deliverables, Subsection 4.1.2 (Pages 7-8 of RFP)	How many expected daily users? Relatively consistent load or are there specific times during the year/month/quarter with significantly higher demand?	This question is not relevant for a submission of bids under this RFP. The purpose of this Component is for the Contractor(s) to provide Business and Technology Advisory Services support.
44.	Component II- Technical and Data Services	Section 4.1: Task/Deliverables, Subsection 4.1.2 (Pages 7-8 of RFP)	What are the reporting requirements? Live, hourly, daily, monthly, batch?	Detailed reporting requirements will be provided to the selected contractor by the Department, through resulting Task Orders.

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45.	Component II- Technical and Data Services	Section 4.1: Task/Deliverables, Subsection 4.1.2 (Pages 7-8 of RFP)	Is there an existing reporting/analytics platform being used?	All reporting platforms within the Medicaid Enterprise will be used and new platforms will be added, as needed. Such platforms will be identified under the contract through resulting Task Orders.
46.	Component II- Technical and Data Services	Section 4.1: Task/Deliverables, Subsection 4.1.2 (Pages 7-8 of RFP)	Is there an existing data warehouse that would need to be integrated?	All data sources/systems within the Medicaid enterprise may need to be integrated in a requested solution. Details will be provided to the Contractor by the Department, through resulting Task Orders.
47.	Component II- Technical and Data Services	Section 4.1: Task/Deliverables, Subsection 4.1.2 (Pages 7-8 of RFP)	Technology necessary to support implementation of the 1115 waiver will likely have implications for numerous other existing or potential State systems, including MES, Integrated Eligibility Systems, and All Payer Database, among others. In order to minimize the potential for conflict of interest, will DOH exclude from consideration for Component II those firms that have a vested interest in existing NYS technology platforms? And will the vendors contracted for Component II be excluded from bidding on future technology contracts that may be impacted by business and technical advisory services provided in connection with Component II?	At this time, there are no vendors that are precluded from bidding on this RFP. However, Bidders are required to submit a completed Attachment 4: Vendor Assurance of No Conflict of Interest or Detrimental Effect with their Administrative Proposal, attesting that they have no conflict of interest in providing the services under the resulting contract. Any assistance on RFP development under this contract will result in ineligibility for future procurements.
48.	Component II- Technical and Data Services	Section 4.1: Task/Deliverables, Subsection 4.1.2 (Pages 7-8 of RFP)	Are there other internally managed systems that require integration? Externally-owned systems?	All data sources/systems within the Medicaid enterprise may need to be integrated in a requested solution. Details will be provided to the Contractor by the Department, through resulting Task Orders.
49.	Component II- Technical and Data Services	Section 4.1: Task/Deliverables, Subsection 4.1.2 (Pages 7-8 of RFP)	Is there an existing document management/intake platform being used to collect required documents from users?	A listing of applicable applications and systems within the Department's environment will be shared with the Contractor through resulting Task Orders.
50.	Component II- Technical and Data Services	Section 4.1: Task/Deliverables, Subsection 4.1.2.7 (Page 8 of RFP)	Can the Department clarify and provide examples of the reporting associated with "Prepare Business Organization Reporting for the Department"?	Detailed reporting requirements will be provided to the selected contractor by the Department, through resulting Task Orders.

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51.	Component III-1115 Waiver Design and Implementation Advisory	Section 4.1: Tasks/Deliverables, Subsection 4.1.3 (Pages 8-9 of RFP)	Can you please provide more information on how you anticipate distributing funding among tasks within Component III?	As stated in Section 4.0 of the RFP, the purpose of this contract is to contract with consultants to provide advisory services on an as-needed basis. At this time, actual assignments to be performed have not been identified.
52.	Component III-1115 Waiver Design and Implementation Advisory	Section 4.1: Tasks/Deliverables, Subsection 4.1.3 (Pages 8-9 of RFP)	How many staff members does the Department have that directly support 1115 waiver amendment development and modification?	The waiver is anticipated to touch a wide range of components of the Medicaid Program. As such, a large quantity of staff will be involved in directly supporting the 1115 waiver amendment development and modification(s). However, as staffing assignments will fluctuate as the need arises, the Department is unable to identify a specific anticipated number of staff at this time.
53.	Component III-1115 Waiver Design and Implementation Advisory	Section 4.1: Tasks/Deliverables, Subsection 4.1.3 (Pages 8-9 of RFP)	Are there certain areas of the 1115 amendment that are under review with CMS that the Department anticipates needing the most implementation advisory support?	Yes, assisting the Department in submitting fully vetted waiver amendment materials to CMS, including revisions to those materials based on internal, stakeholder, and CMS review.
54.	Component III-1115 Waiver Design and Implementation Advisory	Section 4.1: Tasks/Deliverables, Subsection 4.1.3.8 (Page 8 of RFP)	Does this item refer to communication plans related to CMS reporting requirements specific to the 1115 waivers?	Yes, this refers to draft timelines, presentations, and other briefing documents to assist with internal communications and progress toward meeting CMS reporting requirements related to the 1115 waiver.
55.	Component III-1115 Waiver Design and Implementation Advisory	Section 4.1: Tasks/Deliverables, Subsection 4.1.3.9 (Page 8 of RFP)	Does the Department require actuaries for this task or would the bidder also coordinate with the Department's actuary to assess budget neutrality?	To the extent there is any budget neutrality support needed, the bidder would coordinate with the Department's actuary.
56.	Component III-1115 Waiver Design and Implementation Advisory	Section 4.1: Tasks/Deliverables, Subsection 4.1.3.10.a (Page 8 of RFP)	How does the Department anticipate that the bidder would "assist in the Quality Measure review cycles"? Does the Department anticipate this to include calculating NCQA metrics and / or evaluating VBP performance?	The bidder would provide project management support and assist in the set up to convene stakeholder meetings and coordinate activities for the annual quality measure cycle, working in tandem with the Department. See Section 4.1.3.10 of the RFP.
57.	Component IV-	Section 4.1: Tasks/Deliverables,	Will the Department of Health identify the health care providers needing technical assistance or	The Department will identify some providers and may seek vendor support in analyzing potential additional providers or prioritization.

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	Financially Distressed Provider Technical Assistance	Subsection 4.1.4 (Pages 9-10 of RFP)	will the Department seek vendor input regarding providers to target or prioritize?	
58.	Component IV- Financially Distressed Provider Technical Assistance	Section 4.1: Tasks/Deliverables, Subsection 4.1.4 (Pages 9-10 of RFP)	Will the Department facilitate provider introductions needed by the vendor to complete projects?	Yes.
59.	Component IV- Financially Distressed Provider Technical Assistance	Section 4.1: Tasks/Deliverables, Subsection 4.1.4.1 (Page 9 of RFP)	Are there any previous assessments or strategic plans available for review?	Previous assessments and/or strategic plans may be provided to the Contractor after award.
60.	Component IV- Financially Distressed Provider Technical Assistance	Section 4.1: Tasks/Deliverables, Subsections 4.1.4.3 and 4 (Page 9 of RFP)	What information, other than provider submitted NY Medicaid cost reports and Medicare cost reports in HCRIS, is available to perform this analysis?	A listing of all relevant information within the Department's environment will be shared with the successful bidder after contract award, through resulting Task Orders.
61.	Component IV- Financially Distressed Provider Technical Assistance	Section 4.1: Tasks/Deliverables, Subsections 4.1.4.3 and 4 (Page 9 of RFP)	Are there similar assessments/data analysis conducted in prior years to establish changes in operational indicators?	A listing of all relevant information within the Department's environment will be shared with the successful bidder after contract award, through resulting Task Orders.
62.	Component IV- Financially Distressed Provider Technical Assistance	Section 4.1: Tasks/Deliverables, Subsections 4.1.4.3 and 4 (Page 9 of RFP)	Can the Department provide example projects that they envision will be within the scope of Component V?	As stated in Section 4.0 of the RFP, the purpose of this contract is to contract with consultants to provide advisory services on an as-needed basis. At this time, actual assignments to be performed have not been identified.
63.	Component V- Business Process Improvement Consulting	Section 4.1: Tasks/Deliverables, Subsection 4.1.5 (Pages 10-11 of RFP)	Please describe what documentation is available that supports the processes currently in use.	Relevant information such as policies, procedures, and other documentation will be shared with the successful bidder after contract award, through resulting Task Orders.
64.	Component V- Business Process Improvement Consulting	Section 4.1: Tasks/Deliverables, Subsection 4.1.5.5 (Page 10 of RFP)	Does the Department anticipate that this item will involve the bidder to develop a technology solution around program integrity monitoring?	As stated in Section 4.0 of the RFP, the purpose of this contract is to contract with consultants to provide advisory services on an as-needed basis. At this time, actual assignments to be performed have not been identified.
65.	Component V- Business Process	Section 4.1: Tasks/Deliverables, Subsection 4.1.5.9	How will the technology-related procurement support described in these items differ from the procurement support listed	As stated in Section 4.0 of the RFP, the purpose of this contract is to contract with consultants to provide advisory services on an

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	Improvement Consulting	and 10 (Page 10 of RFP)	under Section 4.1.1 (pg. 7)?	as-needed basis. At this time, actual assignments to be performed have not been identified.
66.	Component V-Business Process Improvement Consulting	Section 4.1: Tasks/Deliverables, Subsection 4.1.5.10 (Page 10 of RFP)	Component V requests assistance in, "the preparation of RFP(s) for services/technology/products needed as a result of the transformation project". Is it possible that drafting these RFP(s) could create a conflict of interest with other RFPs or task orders?	Yes. Any assistance on RFP development under this contract will create a conflict of interest and result in ineligibility for future procurements.
67.	Component V-Business Process Improvement Consulting	Section 4.1: Tasks/Deliverables, Subsection 4.1.5.10 and 11 (Pages 10-11 of RFP)	Please clarify what the "transformation project" is.	A transformation project is any project undertaken through a resulting contract under Component V of this RFP, which will be defined in resulting Task Orders.
68.	-	Section 4.2: Staffing (Pages 11-12 of RFP)	Will resumes for specific staff be required or just a description of the types of staff and their general qualifications that the Bidder can provide when needed to fill task orders?	The Task Order request will state staffing requirements. The Contractor will be required to submit a statement of work (SOW) with the staffing resources being utilized per category of staff. Resumes and descriptions of staffing qualifications will not be required during Task Order development. However, the Department reserves the right to request of copy of a staff member's resume and/or a description of their staffing qualifications at any time during the course of the contract.
69.	-	Section 4.2: Staffing (Pages 11-12 of RFP)	Is there a location requirement in the performance of duties? Will the work be completed remotely or on site in Albany, NY?	There are no location requirements. However, in-person meetings may be requested.
70.	-	Section 4.2: Staffing (Pages 11-12 of RFP)	Will relevant/ similar experience outside the US be considered for Engagement Partners, Project Managers, and Senior Analyst staff?	See Amendment #1 to RFP. Yes. This requirement has been modified.
71.	-	Section 4.2: Staffing, sub-bullet 2 (Page 11 of RFP)	Will the Department consider reducing the Engagement Partner years of experience from 15 years to 10 years?	No.
72.	-	Section 4.2: Staffing, sub-bullet 4 (Page 11 of RFP)	To clarify, as currently written, private sector experience is counted towards years of experience only for the "Associate Analyst"	See Amendment #1 to RFP. Yes. This requirement has been modified.

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			staffing category. Will the Department consider private sector (i.e., healthcare providers, healthcare payors, etc.) experience when determining years of experience for all other staffing categories as well?	
73.	-	Section 4.2: Staffing (Pages 11-12 of RFP)	In some situations, it may be helpful to DOH to have the perspective of Subject Matter Experts with deep functional expertise drawn from beyond government public health. At the time at which task orders are issued, if the Contractor proposes Subject Matter Experts that offer distinctive experience directly relevant to the task but who do not have the years of experience in government public health matching the proposed role, will DOH have the discretion to authorize staffing of those individuals in that role at the agreed upon hourly rate for the role?	Staff utilized under a resulting contract must meet the qualifications of the applicable staffing title as identified throughout Section 4.2 of the RFP.
74.	-	Section 4.2: Staffing (Pages 11-12 of RFP)	The Department identifies that it expects (1) week to identify a replacement staff member and the individual must be able to begin work within two (2) weeks under the contract. In the interests of identifying the best option for the DOH for staffing would the Department consider amending this to (2) weeks to identify a replacement staff member and the individual must be able to begin work within two (4) weeks under the contract?	No.
75.	-	Section 4.2: Staffing (Pages 11-12 of RFP)	Can the state confirm that the use of offshore resources is allowed for work that does not require access to production data?	All Data shall remain in the Continental United States (CONUS). Any Data stored, or acted upon, must be located solely in Data Centers in CONUS. Services which directly or indirectly access Data may only be performed from locations within CONUS.

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				Further, all helpdesk, online, and support services which access any Data must be performed from within the CONUS.
76.	-	Section 4.2: Staffing (Pages 11-12 of RFP)	Should bidders assume that the job categories specified by DOH (e.g., Engagement Partner, Project Manager, Senior Analyst) may also be applied to Subject Matter Experts staffed to projects part-time, provided those Subject Matter Experts meet the experience requirements as specified for each role in the RFP?	Yes.
77.	-	Section 4.2: Staffing (Pages 11-12 of RFP)	For roles that require certain years of experience leading projects “for public health governmental agencies” will DOH consider projects sponsored by philanthropic foundations and other not-for-profit organizations which directly involved government and were for the benefit of government?	See Amendment #1 to RFP.
78.	-	Section 4.2: Staffing (Pages 11-12 of RFP)	Given that many capabilities that DOH is seeking to support the implementation efforts of its 1115 Waiver are new in the public health government sector, but more developed in the other government/ commercial/private sector, would DOH consider relevant experience with projects for other government/commercial agencies, non-governmental organizations, and/or community providers in addition to the public health governmental agencies noted for Engagement Partners and Project Managers?	See Amendment #1 to RFP.
79.	-	Section 4.2: Staffing (Pages 11-12 of RFP)	Should bidders interpret “government public health” to include any of public health, Medicaid, or other health and/or human services agencies as may be relevant to DOH’s remit?	Yes.
80.	-	Section 4.2: Staffing (Pages 11-12 of RFP)	Based on review of proposals previously submitted to New York State, as uncovered by FOIA request, it would appear that few firms may	See Amendment #1 to RFP.

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			offer Engagement Partners with 15+ years of experience in government public health. Would DOH consider moderating the requirements for personnel, either by: (a) reducing the number of years of experience required for each role; (b) allowing public/private sector health/care experience as applicable to all roles; and/or (c) allowing public sector experience outside of health/care? By doing so, DOH could: increase the number of qualified proposals for each Component; increase the options for contracted vendors to staff multiple Engagement Partners and Project Managers that meet the qualifications on which the contract award and pricing are based; while nonetheless allowing for differentiation of bidder proposals that reflect more experienced personnel.	
81.	-	Section 4.2: Staffing (Pages 11-12 of RFP) and Section 4.9: Subcontracting (Page 15 of RFP)	At the time at which task orders are issued, if the Contractor proposes MWBE personnel that offer strong experience and capabilities directly relevant to the task but who do not have the years of experience in government public health matching the proposed role, will DOH have the discretion to authorize staffing of those individuals in that role at the agreed upon hourly rate for the role?	No. Staff utilized under a resulting contract must meet the qualifications of the applicable staffing title as identified throughout Section 4.2 of the RFP.
82.	-	Section 4.3: Task Order Process (Page 12 of RFP)	Is there an estimated number of Task Order Requests to be developed on an annual or monthly basis per component?	As stated in Section 4.0 of the RFP, the purpose of this contract is to contract with consultants to provide advisory services on an as-needed basis. At this time, actual assignments to be performed have not been identified.
83.	-	Section 4.3: Task Order Process (Page 12 of RFP)	Is there a change order process for each approved Task Order?	Any changes to task orders will require approval from the Department's contract manager.

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84.	-	Section 4.3: Task Order Process (Page 12 of RFP)	<p>Would the Department consider the following modification:</p> <p>4.3 Task Order Process</p> <p>At the onset of each project, the Department will develop a Task Order Request. The Primary Contractor shall be given the first opportunity to accept an assignment and develop a resulting Task Order, which will detail the required services, task(s)/deliverable(s), timeframe for completion, reporting requirements, estimated hours per category of staff, and not-to-exceed costs for the project.</p> <p>The Contractor will also be expected to maintain adequate documentation of its work, to work under the direction of the Department, and to satisfy all of its obligations under the Task Order. The Department will award assignments to the Secondary Contractor under certain conditions detailed in Section 8.8: Award Recommendation.</p> <p>The Department will initiate the Task Order Request utilizing the process detailed below:</p> <ol style="list-style-type: none"> 1. The Department will submit the Task Order Request via email to the Primary Contractor; 2. The Task Order Request will include specific task(s)/deliverable(s) requested, reporting requirements, staffing requirements, and an expected, completed project timeframe; 3. The Contractor must draft a statement of work (SOW) to complete the deliverable(s) requested in the Task Order Request; <ol style="list-style-type: none"> a. The SOW must include an estimated number of hours to complete the deliverable(s), staffing resources being utilized per category of staff, 	<p>The Department 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.</p> <p>Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.</p>

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			<p>hourly bill rate per category of staff, which cannot exceed the hourly bill rates approved in the Contractor's Attachment B, Cost Proposal and a timeline for completion the deliverable(s); and</p> <p>b. The SOW must be received one (1) week after the Department initiates the Task Order Request; <u>and</u></p> <p><u>c. The SOW shall either: 1) be in the form of the Contractor's engagement letter; or 2) shall include the Contractor's engagement letter for the Department to sign.</u></p> <p>4. Upon receipt of the SOW, the Department will review the SOW and negotiate any changes deemed necessary prior to the Department's final approval; and</p> <p>5. The Contractor's SOW in response to the Task Order Request must be approved in writing by the Department prior to commencement of any work on a Task Order Request.</p>	
85.	-	Section 4.3: Task Order Process, sub-bullet 3 (Page 12 of RFP)	Will the Department permit a deliverables-based or fixed fee pricing approach to Task Orders that are based on the approved rate card? This will allow Prime vendors additional flexibility teaming with MWBE firms for particular Task Orders.	No.
86.	-	Section 4.3: Task Order Process (Page 12 of RFP) and Section 8.8: Award Recommendation (Page 29 of RFP)	Please confirm whether the Primary as well as Secondary contractor would have an opportunity to opt out of a Task Order Request. For instance, if the proposed Task Order Request would create a conflict of interest or may cause preclusion for future work, would a Secondary contractor have the right to opt out?	See Section 8.8.A of the RFP
87.	-	Section 4.5: Information Technology (Page 13)	We note that the links to IT policies provided in the RFP includes numerous policies applicable to the Department's own internal IT systems. Can	The specific IT policies that apply will be contingent on the Task Orders developed under the resulting contract. The Department

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		of RFP) and Section 4.6: Security (Page 13 of RFP)	the Department provide a listing of the specific IT policies applicable to the contractor performing the specific scope of work, which will not involve hosting an IT system on behalf of the Department?	will assist the Contractor(s) in identifying such policies during the course of the contract(s).
88.	-	Section 4.5: Information Technology (Page 13 of RFP), Section 4.6: Security (Page 13 of RFP), and Attachment 8: DOH Agreement	Would DOH be open to further discuss and allow contractors to clarify the privacy and security standards (including the Business Associate Agreement, if applicable), information technology requirements or related terms during contract negotiations? Would DOH please clarify that any future updates of the security procedures would be processed via a mutually agreed change control process?	As Task Orders are developed during the course of the resulting contract(s), the Department will assist in providing clarifications to the Contractor(s) on security needs through a security review process.
89.	-	Section 4.6: Security (Page 13 of RFP)	Can you provide a copy of the Data Use Agreement (DUA) referenced in Section 4.6: Security?	To protect the integrity of the legal document and processes that surround it, the Department will not be sharing a public copy of the Data Use Agreement (DUA) template. The DUA will be shared with the awarded Contractors after award.
90.	-	Section 4.6: Security (Page 13 of RFP)	Please provide updated link to NYS DOH privacy and security policies as link provided in RFP directs to page not found: https://its.ny.gov/eiso/policies/security	See Amendment #1 to RFP. This link has been corrected on the RFP document and is included here: https://its.ny.gov/eiso/policies/security nys-p03-002_information_security_policy.pdf .
91.	-	Section 4.6: Security (Page 13 of RFP)	Will any form of security clearance be required by team members for data or lines of business that require it?	As stated in Section 4.6 of the RFP, "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." Specific security clearance(s) will be identified through the development and execution of the DUA, which may be updated throughout the course of the contract(s).

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92.	-	Section 4.6: Security (Page 13 of RFP)	Will NY DOH provide the personal computers for Supplier resources?	In the event a Task Order requires access to specialized Department systems/applications, the Department will provide computers or laptops to Contractors' staff.
93.	-	Section 4.6: Security (Page 13 of RFP)	In terms of the following clause, "Under no circumstances will any records be released to any person, agency, or organization without specific written permission of the DOH", we assume that does not apply to approved project members. Is this assumption correct? Additionally, will the Department please define "records"?	As stated in Section 4.6, "The Contractor is obligated to ensure any Subcontractor hired by Contractor who stores, processes, analyzes or transmits MCD on behalf of Contractor has the appropriate security requirements in place. Contractor is required to include in all subcontracts and Business Associate Agreements with their Subcontractors language surrounding the security and privacy requirements as well as the language contained in the Confidentiality Language for Third Parties section of the DUA." Specifics surrounding the transmissions of records and the definition of records will be included in the DUA and Business Associate Agreement developed after contract award(s).
94.	-	Section 4.7: Transition (Pages 13-14 of RFP)	The requirements around transition should be based on a mutually agreed transition plan that includes the expectations for any third party. Would DOH please add the requirement for a mutually agreed transition plan for this engagement?	No. Transition plans are subject to the review and approval of the Department.
95.	-	Section 4.8: Payment (Pages 14-15 of RFP)	Invoicing based on actual travel expenses can add administrative burden to both the Department as well as to vendors, the latter adding to hours billed to the Department. In this context, would DOH accept an hourly rate that includes travel? Alternatively, would DOH consider a change in the pricing table to include both an "Onsite" and "Offsite" hourly rate, where the "Onsite" rate includes embedded travel costs and is used for those weeks during which travel (e.g., greater than 100 miles) to a state office or	No.

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			other directed location is required for a portion or the entirety of the week?	
96.	-	Section 4.8: Payment (Pages 14-15 of RFP)	<p>Would DOH please modify the last paragraph of Section 4.8 as follows:</p> <p>“Invoices must be submitted to the Department within thirty (30) calendar days from the close of the preceding month. If the invoice is not received within <u>sixty (60)</u> 30-calendar days from the close of the preceding month, a .02 10% reduction penalty will be enacted on the subject invoice. If an invoice is rejected due to a material issue and a revision is required by the Contractor, a .02 0.5% penalty of the invoice amount may be assessed at the Department’s discretion. In the event the invoice is rejected a second time for any material issue that requires a resubmission, then DOH may reduce the invoice by an additional 2% of the invoice amount. DOH will pay the Contractor the fully reduced invoice amount per the payment terms of the Agreement.”</p>	No.
97.	-	Section 4.8: Payment (Pages 14-15 of RFP) and Attachment 8: DOH Agreement, Section II	The requirements herein limit hours to a staffing category and thus, create a potentially untenable financial risk on the vendor. Would DOH be open to managing the hourly hours based on an overall “not to exceed” per approved Task Order versus per staffing category?	As stated in Section 4.8.2c, the Contractor will submit a monthly invoice that includes “A total of actual number of hours worked for each staff assigned, not to exceed the number of hours approved in the associated Task Order.” There are no requirements on managing hours based on staffing categories.
98.	-	Section 4.10: Contract Insurance Requirements (Pages 15-16 of RFP)	Exception - Limitation of Liability –We generally limit our total aggregate liability under an Agreement to the fees paid to the Contractor for the services under which any liability is principally alleged to arise. the Contractor generally provide that the Contractor will not in any case be liable for consequential, incidental, indirect, punitive, or special damages, or attorney’s fees.	<p>The Department will not modify the liability amounts identified in the RFP.</p> <p>However, the Department 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</p>

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			<p>Will the Department consider modify language accordingly?</p>	<p>the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.</p>
99.	-	<p>Section 4.10: Contract Insurance Requirements (Pages 15-16 of RFP)</p>	<p>Would DOH please modify Section 4.10 as follows:</p> <p>The Contractor and any subcontractor retained by the Contractor to work on the contract shall procure and maintain during and for a period of three (3) years after completion of this contract, <u>subject to continued commercial availability of reasonable terms and conditions</u>, Professional Liability Insurance in the amount of \$2,000,000 <u>per claim and in the aggregate</u> issued to and covering damage for liability imposed on the Contractor by this contract or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by this contract. The professional liability insurance may be issued on a claims made policy form, in which case the Contractor shall purchase, at its sole expense, extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed.</p>	<p>The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.</p>
100.	-	<p>Section 4.10: Contract Insurance Requirements (Pages 15-16 of RFP)</p>	<p>The limitation of liability amounts would create a potentially untenable financial risk on the vendor if DOH's task orders are significantly lower than either the contract value or \$1M. Would DOH be open to negotiating the liability amounts?</p> <p>Would DOH modify such language to clarify that the limitation of liability applies to all causes of action in the aggregate?</p>	<p>No. The Department will not modify the liability amounts identified in the RFP.</p> <p>However, the Department 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 set forth in the RFP, without modification, should the Department</p>

Question #	Component	Corresponding RFP Section	Question	Answer
101.	-	Section 4.10: Contract Insurance Requirements (Pages 15-16 of RFP)	<p>Would DOH consider the following changes to Sections 4.10 (b) and 4.10(c):</p> <p>b) The Department may retain such monies from any amount due Contractor as may be necessary to satisfy any claim <u>court award</u> for damages, costs and the like asserted against the Department Contractor unless Contractor at the time of the presentation of such court award 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>c) Notwithstanding the above, neither the Contractor nor the Department shall, <u>under any circumstances</u>, be liable for any consequential, indirect, <u>punitive</u> 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>	<p>determine that that constitutes the best interests of New York State.</p> <p>The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.</p>
102.	-	Section 4.10: Contract Insurance Requirements (Pages 15-16 of RFP)	<p>Will the State modify the language to align with Bidder's policy under its existing insurance program, which provides coverage subject to policy limitations? Suggested changes below for consideration:</p> <p><u>"Professional Liability:</u> Professional Liability Insurance in the amount of \$2,000,000 issued to and covering damage for liability imposed on the Contractor by this contract or law arising out of <u>any negligent acts, errors, or omissions</u> in the rendering of or failure to</p>	<p>The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.</p>

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			render professional services required by this contract. The professional liability insurance may be issued on a claims made policy form, in which case the Contractor shall purchase, at its sole expense, extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed.”	
103.	-	Section 4.11: Minority & Women-Owned Business Enterprise (M/WBE) Requirements (Pages 16-17 of RFP)	Appendix “M” to Attachment 8 states that the MWBE requirements are “0”%. The RFP 4.11 states 30% overall and 15% for MBE and 15% for WBE. Could you clarify, please?	The overall MWBE goal is 30% as stated in Section 4.11 of the RFP. The 0% goal stated in Attachment 8 is simply the placeholder value on a blank template.
104.	-	Section 4.11: Minority & Women-Owned Business Enterprise (M/WBE) Requirements (Pages 16-17 of RFP)	Would DOH be amenable to a MWBE plan where the bidder can exceed one or more of the MWBE subordinate goals (but is below the MWBE plan on another sub goal) as long as the overall MWBE goal remains as 30%?	The 30% MWBE goal is specific to each Component being bid on. Bidders are required to submit a separate MWBE Forms for each Component being bid on according to the instructions included in Section 4.11, 6.1.5, and Attachment 5. The Department will accept MWBE Utilization Plans that meet the overall 30% goal per Component, regardless of the breakout between MBEs and WBEs.
105.	-	Section 4.11: Minority & Women-Owned Business Enterprise (M/WBE) Requirements (Pages 16-17 of RFP)	Will the Department consider waiving or adjusting the 30% MWBE participation requirement on individual Task Orders based on specific project characteristics (e.g., compressed timeline, specialized nature of the work, etc.) for which 30% attainment is not practical or feasible?	The 30% MWBE goal will apply to the overall contract value.
106.	-	Section 4.11: Minority & Women-Owned Business Enterprise (M/WBE)	Because of the nature of this solicitation, it is difficult to know which task orders will be bid and the specific scope of each task order. As such, finding a subcontractor with relevant experience across all possible tasks/deliverables outlined in	No. Bidders should include completed MWBE Forms within their Administrative Proposals submitted for each Component at the time of the proposal due date. The MWBE Utilization Plans should identify planned MWBEs to be

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		Requirements (Pages 16-17 of RFP)	<p>the components' scope of work (Section 4.0) will be difficult.</p> <p>For this "master" proposal, would the State allow a signed commitment to utilize M/WBEs for each task order in lieu of identifying a specific M/WBE in this proposal? This will allow the selection of a M/WBE entity whose expertise aligns with the specific scope of the task order issued. If acceptable, the M/WBE Utilization Plan, Form #1, would be submitted with each task order, and the submission of the commitment to the M/WBE requirements would be submitted with this response.</p>	<p>subcontracted with under the resulting contract, and the overall MWBE goals should equate to 30% of each Component's anticipated contract value. See Section 4.0 for information related to each Component's contract value.</p> <p>However, awarded Contractors are able to modify their MWBE Utilization Plans throughout the contract term to add or modify planned MWBE subcontractors as the need arises.</p>
107.	-	Section 4.11: Minority & Women-Owned Business Enterprise (M/WBE) Requirements (Pages 16-17 of RFP)	Can DOH confirm that bidders will not be limited to the M/WBE firms identified within their Utilization Plan, submitted at the proposal phase?	Yes. Awarded Contractors are able to modify their MWBE Utilization Plans throughout the contract term to add or modify planned MWBE subcontractors as the need arises.
108.	-	Section 4.11: Minority & Women-Owned Business Enterprise (M/WBE) Requirements (Pages 16-17 of RFP)	Can DOH confirm that bidders are able to add additional M/WBEs at the Task Order stage?	Yes. Awarded Contractors are able to modify their MWBE Utilization Plans throughout the contract term to add or modify planned MWBE subcontractors as the need arises.
109.	-	Section 4.12: Participation Opportunities for NYS Certified Service-Disabled Veteran-Owned Businesses (Pages 17-18 of RFP)	Will the Department consider adding Service-Disabled Veteran-Owned Business (SDVOB) goals to this RFP?	<p>Given the complexities of the services required, the Department determined that the resulting contracts will not offer sufficient opportunities for SDVOB goal setting. However, bidders are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the contract(s), where applicable.</p> <p>See Section 4.12 of the RFP.</p>

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110.	-	Section 6.1: Administrative Proposal, Subsection 6.1 (Pages 21-23 of RFP)	Is it permissible to provide a title page and a table of contents for the Administrative Proposal?	Yes.
111.	-	Section 6.1: Administrative Proposal, Subsection 6.1 (Pages 21-23 of RFP)	Should the Administrative Proposal be one document where signed pieces are pasted into the document, or is the State of New York looking for just a series of completed documents pulled together in order in one large PDF document with no added pages indicating which document is next?	Bidders should provide their Administrative Proposals as one (1) PDF containing all documents identified in Section 6.1. Bidders may add title pages prior to each unique document.
112.	-	Section 6.1: Administrative Proposal, Subsection 6.1.8 (Page 22 of RFP)	If bidding on multiple components, can the same client reference (per Section 6.1.8) be used in more than one component?	Yes.
113.	-	Section 6.1: Administrative Proposal, Subsection 6.1.8 (Page 22 of RFP)	Please clarify if Attachment 9 (3 references) is required for each component for which the contractor is bidding or if 3 references across all components is acceptable for NYS DOH.	A completed Attachment 9 should be submitted within each Component's Administrative Proposal. However, bidders are able to utilize the same references across multiple components.
114.	-	Section 6.1: Administrative Proposal, Subsection 6.1.12 (Page 22 of RFP)	In section 6.1.12 State Finance Law Consultant Disclosure Provisions it states, "the successful bidder for procurements involving consultant services must complete a 'State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term' in order to be eligible for a contract. The successful bidder must also agree to complete a 'State Consultant Services Form B, Contractor's Annual Employment Report' for each state fiscal year included in the resulting contract. This report must be submitted annually to the Department, the Office of the	These forms are only required to be completed by the successful bidder after contract award.

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			<p>State Comptroller, and Department of Civil Service.”</p> <p>Since Form A Planned Employment From Contract Start Date through End of Contract Term and Form B Contractor’s Annual Employment Report require information that only the successful bidder can supply, do these two forms need to be filled out entirely and submitted with the Administrative Proposal?</p>	
115.	-	Section 6.1: Administrative Proposal, Subsection 6.1.13 (Page 23 of RFP)	<p>In section 6.1.13 Sales and Compensating Use Tax Certification (Tax Law, § 5-a) it states, “the successful Bidder must file a properly completed Form ST-220-CA with the Department and Form ST-220-TD with the DTF. These requirements must be met before a contract may take effect.” Submit these Forms, available through these links:</p> <ul style="list-style-type: none"> • ST-220 CA: http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf • ST-220 TD: http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf <p>Given that these forms require information that only the successful bidder can supply, do these two forms need to be filled out completely and submitted with the Administrative Proposal?</p>	These forms are only required to be completed by the successful bidder after contract award.
116.	-	Section 6.2: Technical Proposal (Pages 23-26 of RFP)	When providing numbering for Sections of the proposal, Should we use the section numbers provided in the RFP (e.g., 6.2.3 Documentation of Bidder’s Eligibility Responsive to Section 3.0 of RFP, D1. Experience – Performing Tasks/Deliverables, etc.) or can we create numbering specifically for our proposal (e.g., 1. Documentation of Bidder’s Eligibility Responsive	The Department does not have preference on how sections are numbered.

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			to Section 3.0 of RFP, 2.1. Experience – Performing Tasks/ Deliverables, etc.)?	
117.	-	Section 6.2: Technical Proposal, Subsection 6.2.3 (Page 24 of RFP)	Where you ask for evidence of meeting the criterion/criteria, are you looking for qualifications and description of recent work? Or are you looking for actual project artifacts which demonstrate the deliverables?	This information should be provided as description of previous relevant experience. Copies of actual artifacts are not required to be included in Bidders' Technical Proposal(s).
118.	-	Section 6.2: Technical Proposal, Subsection 6.2.4 D1 (Pages 25-26 of RFP)	Does the experience described need to be in the US or can the Bidder submit case studies/qualifications that were achieved outside of the US on similar projects?	Bidders are able to submit case studies/qualifications that were achieved outside the U.S., provided such experience is relevant.
119.	-	Section 6.2: Technical Proposal, Subsection 6.2.4 D1 (Pages 25-26 of RFP)	This requirement ends with “f. Number of FTEs involved; and”. Should there be additional requirements included after the “and”?	Please see Amendment #1. No. This has been changed.
120.	-	Section 6.2: Technical Proposal, Subsection 6.2.4 D1 (Pages 25-26 of RFP)	The instructions state, “Provide an overview of the Bidder’s experience related to the Component’s Scope of Work that demonstrates the Firm’s capabilities and expertise.” Is the State’s expectation that bidders provide a point-by-point response for each task/deliverable outlined in the scope of work (Section 4.0)?	The purpose of the Technical Proposal is to demonstrate the qualifications, competence, and capacity of the Bidder to perform the services contained in this RFP. The Technical Proposal should demonstrate the qualifications and experience of the Bidder to provide services related to the services included in this RFP.
121.	-	Section 6.2: Technical Proposal, Subsection 6.2.4 D1 (Pages 25-26 of RFP)	Does the experience described need to be exclusively delivered by the Prime Contractor or can case studies and experience descriptions from Subcontractors be used in this section as well?	As long as the Prime Contractor solely meets the Minimum Qualifications, the bidder may use its proposed Subcontractor’s experience in responses.
122.	-	Section 6.2: Technical Proposal, Subsection 6.2.4 D2 (Page 26 of RFP)	May the bidder submit resumes for the proposed Engagement Partners, Project Managers, and other representative staff that may support the Component?	Resumes may be provided but will not be used for scoring.
123.	-	Section 6.2: Technical Proposal, Subsection 6.2.4 D2 (Page 26 of RFP)	Will the Department accept the inclusion of staff resumes within an Appendix of the Bidder’s proposal to provide additional details on staff qualifications?	Resumes may be provided but will not be used for scoring.

Question #	Component	Corresponding RFP Section	Question	Answer
124.	Components III and IV	Section 6.2: Technical Proposal, Subsection 6.2.4 D2 (Page 26 of RFP)	<p>In responding to 6.2.4 (D.3.3.2)—“Describe fully how the above approach has been applied successfully by the Bidder in consulting projects for public and private sector organizations, including specific examples of such projects.”—</p> <p>Would it be acceptable to repeat (or refer the reviewer back to) one of the case studies in 6.2.4 (D1.3)—“Provide two (2) detailed case studies of notable projects handled by the Bidder for a Fortune 100 company OR any type of geographic territory (State/Region/County/etc.) with a population of greater than 250,000.”—to the extent the case study is responsive?</p>	Bidders’ proposals should contain sufficient information to assure the Department of its accuracy.
125.	Components III and IV	Section 6.2: Technical Proposal, Subsection 6.2.4 D2 (Page 26 of RFP)	Section D2, questions 2 and 3 asks bidders to describe the qualifications and experience of the proposed Engagement Partners, Project Managers and pool of staff however there are no provisions for where bidders can insert resume profiles within DOH’s response structure. Does DOH want all bidders to include resumes for their proposed staff within an appendix section in the technical proposal?	Resumes may be provided but will not be used for scoring.
126.	-	Section 6.2: Technical Proposal, Subsection 6.2.4 D3 (Page 26 of RFP)	Does the detailed narrative required in part D3.1. of the Technical proposal need to address each aspect of the consulting services individually or can the response address two or more consulting services in a more comprehensive manner?	The Technical Proposal should demonstrate the qualifications and experience of the Bidder to provide services related to the services included in this RFP for the Component being bid on. Please see section 6.2 of the RFP.
127.	-	Section 6.2: Technical Proposal, Subsection 6.2.4 D3 (Page 26 of RFP)	As part of the approach narrative per Section 6.2.4 D3, must respondents address every potential task order listed within the specific component?	The Technical Proposal should demonstrate the qualifications and experience of the Bidder to provide services related to the services included in this RFP for the Component being bid on. Please see section 6.2 of the RFP.

Question #	Component	Corresponding RFP Section	Question	Answer
128.	-	Section 6.2: Technical Proposal, Subsection 6.2.4 D3 (Page 26 of RFP)	<p>The instructions state, "Provide a detailed narrative describing the unique approach the Bidder would utilize in providing the consulting services outlined for the specific component being bid on."</p> <p>Is the State's expectation that bidders provide a point-by-point response for each task/deliverable outlined in the scope of work (Section 4.0)?</p>	The Technical Proposal should demonstrate the qualifications and experience of the Bidder to provide services related to the services included in this RFP for the Component being bid on. Please see section 6.2 of the RFP.
129.	-	Section 6.2: Technical Proposal, Subsection 6.2.4 D3 (Page 26 of RFP)	Can the Department please clarify its intent for the Project Approach of the Technical Volume (Section D3, pg. 26). For instance, within Component II – Technical Data Services, the RFP states that "Contractor(s) will be assigned projects to provide Business and Technology Advisory services, including but not limited to Advice, Analysis, Strategy, Design, Development, Implementation, Management, Governance, and Administration for OHIP" (pg. 8). The scope of these tasks, and other possible tasks, are quite different. Can bidders pick which types of projects listed above to provide an approach?	The Technical Proposal should demonstrate the qualifications and experience of the Bidder to provide services related to the services included in this RFP for the Component being bid on. Please see section 6.2 of the RFP.
130.	-	Section 6.3: Cost Proposal (Pages 26-27 of RFP)	Would the DOH consider flat-fee or retainer arrangements for the performance of Task Orders?	No.
131.	Component V- Business Process Improvement Consulting	Section 6.3: Cost Proposal (Pages 26-27 of RFP)	We are bidding on Component V. Does the Department have an anticipated number of Task Orders in the next year?	No.
132.	-	Section 6.3: Cost Proposal (Pages 26-27 of RFP)	Does the cost proposal need to further detail each component into the tasks required by section 4.1 or list key personnel for each component?	No.
133.	-	Section 7.0: Proposal Submission (Page 27 of RFP)	Is electronic signature permitted for all Components / Forms?	No. All forms should be signed in ink and then scanned to a PDF format to be included in Bidders' proposals.

Question #	Component	Corresponding RFP Section	Question	Answer
134.	-	Section 8.3: Technical Evaluation (Page 28 of RFP)	Can the Department provide details on how the 75 points for the Technical Proposal Narrative will be distributed across the following sections: <ul style="list-style-type: none"> • D1. Experience – Performing Tasks/ Deliverables • D2. Staffing and Qualifications • D3. Project Approach 	No. This information will not be made available to the bidding community.
135.	-	Section 8.3: Technical Evaluation (Page 28 of RFP)	The RFP states that the evaluators' scores will be averaged to calculate the Technical Score for each responsive Bidder with a possible 75 points granted. As there are several components to a vendor's Technical Proposal, is the entire Technical Proposal given a score up to 75 or are subsections scored individually and then added together for a possible 75 points? For instance, is D.1. Experience scored separately from D.2. Staffing and Qualifications and so forth with scores for each section adding up to a possible 75?	Yes. Each individual criteria will be scored separately, averaged amongst the reviewers, and then weighted. Weighted scores will then be summed and converted to a potential score of 75 points for each Bidder.
136.	-	Section 8.3: Technical Evaluation (Page 28 of RFP)	Can a Technical Proposal Evaluator's Score Sheet be shared with us so that we understand how a vendor's Technical Proposal is scored?	No. This information will not be made available to the bidding community. Bidders should follow the instructions included in Section 6.2 for completing their Technical Proposal(s).
137.	-	Section 8.8: Award Recommendation (Pages 29-30 of RFP)	If the primary contractor exercises their first right of refusal for a task order, what are the obligations of the secondary contractor in completing the task?	The primary contractor or secondary contractor do not have a right to refuse a task order. These determinations would be made by the Department if any condition identified in Section 8.8 of the RFP applies.
138.	-	Attachment A: Proposal Document Checklist (Page 31 of RFP)	Must all requirements be met by the prime contractor? Would the State consider subcontractor experience towards the vendor requirements?	The Prime Contract must meet all the minimum requirements without leveraging planned subcontract experience. See second to last paragraph in Section 3.1 of the RFP.
139.	-	Attachment B: Cost Proposal (Page 32 of RFP)	When task orders are issued, will DOH have discretion whether to negotiate either T&M pricing or a Firm Fixed Price, based on an estimate of hours and hourly rates as established	No.

Question #	Component	Corresponding RFP Section	Question	Answer
			in the MSA? When it is in the interest of DOH, a Firm Fixed Price approach would place the Contractor at risk for the number of hours actually required and ensure that deliverables are completed based upon a budget agreed upon in advance. It would also reduce the administrative burden on DOH as well as on vendors, the latter reducing DOH expenditures for vendor support.	
140.	-	Attachment B: Cost Proposal (Page 32 of RFP)	May the bidder add other staff titles to the hourly bill rate table?	No.
141.	-	Attachment B: Cost Proposal (Page 32 of RFP)	There are only 5 rate levels requested by the Department. Given the size and likely complexity of work, will the Department consider including additional rate categories to improve cost effectiveness and improve the ability to support the Department on a diversified set of needs at the most competitive rates possible? Suggested additional categories include: Subject Matter Professional, Senior Project Manager, Paraprofessional	No.
142.	-	Attachment 5: Guide to New York State DOH M/WBE Required Forms & Forms, Form 1	Given there is no defined scope of work or proposed contract value at this time, would DOH confirm that Bidders are not required to complete the "Description of Work", "Projected M/WBE Usage", "Projected MBE Dollar Amount", and "Projected WBE Dollar Amount" fields within Form 1?	<p>No. Bidders should include completed MWBE Forms within their Administrative Proposals submitted for each Component at the time of the proposal due date. The MWBE Utilization Plans should identify planned MWBEs to be subcontracted with under the resulting contract, and the overall MWBE goals should equate to 30% of each Component's anticipated contract value. See Section 4.0 for information related to each Component's contract value.</p> <p>However, awarded Contractors are able to modify their MWBE Utilization Plans throughout the contract term to add or modify planned MWBE subcontractors as the need arises.</p>

Question #	Component	Corresponding RFP Section	Question	Answer
143.	-	Attachment 8: DOH Agreement, Appendix A.	Exception - 16. NO ARBITRATION – In the event a client views our services as having been rendered otherwise than in compliance with the agreement our approach is to enter into good faith discussions with the client to arrive at a mutually acceptable resolution of the matter. Our firm policy favors the speedy and amicable resolution of disputes through mediation and arbitration conducted in accordance with the Rules for Non-Administered Arbitration of the CPR International Institute for Conflict Prevention and Resolution. Will the Department consider modifying this language?	No.
144.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section I.H	Exception - Contract Insurance Requirements – While we can agree to commercially reasonable insurance requirements, the Contractor may need to seek certain changes to this section consistent with our firm policy on such matters. Will the Department consider modifying this language?	The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
145.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section I.L	Will DOH agree to remove “satisfactory” and replace it with “as required hereunder” where used in this Section?	No. The Department will not consider this modification.
146.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section I.M	Because this is a time and materials engagement, would DOH agree to delete this provision or clearly mark it as inapplicable?	The Department 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 set forth in the RFP, without modification, should the Department determine

Question #	Component	Corresponding RFP Section	Question	Answer
				that that constitutes the best interests of New York State.
147.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section III	Exception - III. Term and Termination – Our agreements generally provide that we may terminate immediately if we reasonably determine that we can no longer provide the Services in accordance with applicable law or professional obligations. Will the Department consider modifying this language?	No. The Department will not consider this modification.
148.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section III	Will the Department consider terms that are not included in the State contract that address termination?	The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
149.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section III.B and F.1	Will DOH consider modifying second paragraph of section III. B and Section F.1 to incorporate the concept of materiality and a cure period with respect to any termination for cause provision?	The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
150.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section III.D	Can DOH delete “to the satisfaction of the Department” and replace with “pursuant to the terms of the Agreement” so as to make the right to stop work objective and based on the terms and conditions outlined in the executed Agreement?	The Department 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 set forth in the RFP, without

Question #	Component	Corresponding RFP Section	Question	Answer
				modification, should the Department determine that that constitutes the best interests of New York State.
151.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section III.E	<p>Will the Department accept the following modification?</p> <p>This Contract may be canceled at any time by the DEPARTMENT giving to the CONTRACTOR not less than 30 days written notice that on or after a date therein specified this Contract shall be deemed terminated and canceled. <u>This Contract may be terminated at any time by the CONTRACTOR if Department has materially breached an obligation under this Contract and failed to cure such breach within thirty (30) days following written notice from the CONTRACTOR.</u></p>	The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
152.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section III.F.2	<p>Will DOH consider revising this section so that the determination to terminate the Agreement and to remit payment to Contractor is based upon objective standards, such as material compliance with the specifications of the contract, as opposed to subjective termination/payment provisions and also add a dispute right for Contractor related to any remedies?</p>	The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
153.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section III.G	<p>Will the Department accept the following modification?</p> <p>G. Upon termination of this Contract, the following shall occur: 1. CONTRACTOR shall make available to the DEPARTMENT for examination all data, records and reports relating to this Contract; 2. Except as otherwise provided in this Contract, the liability of the DEPARTMENT for</p>	The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.

Question #	Component	Corresponding RFP Section	Question	Answer
			payments to the CONTRACTOR and the liability of the CONTRACTOR for services hereunder shall cease. <u>2 3. DEPARTMENT shall pay CONTRACTOR for its fees and expenses incurred as of and through the date of termination.</u>	
154.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section IV.	Will the Department accept adjustments to the insurance provisions to align with previously accepted and approved terms?	The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
155.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section IV.	Consistent with the Department's response to the Questions and Answers for RFP #20179, is it possible for the Department and the contractor to leverage contractual insurance requirements that were previously negotiated and approved by the Department for the new contract?	The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
156.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section IV.	Exception - IV. Contract Insurance Requirements – While we can agree to commercially reasonable insurance requirements, the Contractor may need to seek certain changes to this section consistent with our firm policy on such matters. Will the Department consider modifying this language?	The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
157.	-	Attachment 8: DOH Agreement, New York	Would DOH consider modifying the first sentence as follows:	The Department reserves the right to negotiate terms of the contract that are non-material in

Question #	Component	Corresponding RFP Section	Question	Answer
		State Department of Health Contract, Section IV.A	<p>“Prior to the start of work under this Contract, the CONTRACTOR shall procure at its sole cost and expense, and shall maintain in force at all times during the term of this Contract, insurance of the types and in the amounts as herein below set forth, written by companies authorized by the New York State Department of Financial Services to issue insurance in the State of New York (“admitted” carriers) with an A.M. Best Company rating of “A-” or better <u>or the equivalent rating from another nationally recognized ratings provider</u> or as acceptable to the DEPARTMENT.”</p>	<p>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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.</p>
158.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section IV.B.3	<p>Would DOH consider modifying the second paragraph as follows:</p> <p>“Unless otherwise agreed, policies shall be written so as to include a provision that the policy will not be canceled, materially changed, or not renewed without at least 30 days prior written notice except for non-payment as required by law to the DEPARTMENT at the address specified above in this paragraph. In addition, if required by the DEPARTMENT, the CONTRACTOR shall deliver to the DEPARTMENT within forty five (45) days of such request a copy of any or all policies of insurance not previously provided, certified by the insurance carrier as true and complete.</p>	<p>The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.</p>
159.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section IV.B.3	<p>Will the State modify the language in this section given most of Bidder’s insurers will not agree to provide written notice to third parties? Suggested changes below for consideration:</p> <p>“Unless otherwise agreed, policies shall be written so as to include a provision that the policy will not be canceled, materially changed, or not</p>	<p>The Department 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 set forth in the RFP, without modification, should the Department determine</p>

Question #	Component	Corresponding RFP Section	Question	Answer
			renewed without <u>CONTRACTOR</u> providing at least 30 days prior written notice except for non-payment as required by law to the DEPARTMENT at the address specified above in this paragraph. In addition, if required by the DEPARTMENT, the CONTRACTOR shall deliver to the DEPARTMENT within forty-five (45) days of such request a copy of any or all policies of insurance not previously provided, certified by the insurance carrier as true and complete.”	that that constitutes the best interests of New York State.
160.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section IV.B.3	Since we consider our insurance policies to be proprietary, would the state allow bidders to substitute insurance certificates instead of providing insurance policies?	The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
161.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section IV.B.3	Since we consider deductible amounts to be proprietary information, would the state allow bidders to not disclose deductibles in our insurance certificates?	The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
162.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section IV.B.3	Since the services provided under this agreement are not construction related and we are liable for subcontractor performance, would the state consider removing the requirement for bidders to submit subcontractor insurance certificates?	The Department 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

Question #	Component	Corresponding RFP Section	Question	Answer
				conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
163.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section IV.B.3	<p>Would the Department consider the following modification?</p> <p>3. Certificates of Insurance/Notices. CONTRACTOR shall provide a Certificate or Certificates of Insurance, in a form satisfactory to the DEPARTMENT, before commencing any work under this Contract. Certificates shall reference the Contract Number. Certificates shall be mailed to:</p> <p>Name/Title: Sue Mantica / Director Organization: NYS DOH, Bureau of Contracts Address: Room 2834, Corning Tower ESP Address: Albany NY 12237</p> <p>Unless otherwise agreed, policies shall be written so as to include a provision that the policy will not be canceled, materially changed, or not renewed without CONTRACTOR shall provide at least 30 days prior written notice except for non-payment as required by law to the DEPARTMENT at the address specified above in this paragraph. In addition, if required by the DEPARTMENT, the CONTRACTOR shall deliver to the DEPARTMENT within forty five (45) days of such request a copy of any or all policies of insurance not previously provided, certified by the insurance carrier as true and complete.</p>	The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
164.	-	Attachment 8: DOH Agreement, New York State Department of	Will the State modify subclause (b) in the 3rd paragraph given Bidder's insurers and insurance broker will not list all policy exclusions on	The Department 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

Question #	Component	Corresponding RFP Section	Question	Answer
		Health Contract, Section IV.B.3	<p>insurance certificates? Suggested changes below for consideration:</p> <p>“b. Disclose any deductible, self-insured retention, <u>or</u> aggregate limit or any exclusion to the policy that materially changes the coverage required by this Contract.”</p>	New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
165.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section IV.B.4	<p>Would DOH consider modifying the first sentence as follows:</p> <p>“Primary Coverage. The liability and protective liability insurance policies shall provide primary and non-contributory coverage to the DEPARTMENT, <u>with respect to the Department’s additional insured status</u>, for any claim arising from the CONTRACTOR’S Work under this CONTRACT, or as a result of the CONTRACTOR’S activities.”</p>	The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
166.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section IV.B.4	<p>Will the Department accept the following modification?</p> <p>4. Primary Coverage. <u>Except for professional liability coverage</u>, the liability and protective liability insurance policies shall provide primary and non-contributory coverage to the DEPARTMENT for any claim arising from the CONTRACTOR’S Work under this CONTRACT, or as a result of the CONTRACTOR’S activities. Insurance policies that remove or restrict blanket contractual liability located in the “insured contract” definition (as stated in Section V, Number 9, Item f in the ISO CGL policy) so as to limit coverage against claims that arise out of the work, or that remove or modify the “insured contract” exception to the employer’s liability exclusion, or that do not</p>	The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.

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			cover the additional insured for claims involving injury or employees of the named insured or subcontractors, are not acceptable.	
167.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section IV.B.5	<p>Will the State modify Section B #5 to provide Bidder with an administrative grace period for Bidder's insurance broker to finalize renewal policies and provide updated certificates of insurance to evidence the new policies? Suggested changes below for consideration:</p> <p>"At least <u>No later than two weeks prior to</u> after the expiration of any policy required by this Contract, evidence of renewal or replacement policies of insurance with terms no less favorable to the DEPARTMENT than the expiring policies shall be delivered to the DEPARTMENT ..."</p>	The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
168.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section IV.B.5	Would DOH consider changing the requirement in the first sentence from two weeks to one week?	The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
169.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section IV.B.6	<p>Would the Department consider the following modification:</p> <p>6. Self-Insured Retention/Deductibles. Certificates of Insurance must indicate the applicable deductible/self-insured retentions above \$100,000.00, which are subject to approval from the DEPARTMENT. Additional surety/security may be required in certain circumstances. The CONTRACTOR shall be solely responsible for all claim expenses and loss</p>	The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.

Question #	Component	Corresponding RFP Section	Question	Answer
			payments within the deductible or self-insured retention.	
170.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section IV.C.3	<p>Would DOH consider revising the fifth paragraph of Section IV.C.3 as follows:</p> <p>“Policies shall name the State of New York as <u>Additional Insured with respect to Contractor’s acts or omissions in performance under this Agreement</u>, and such coverage shall be extended to afford Additional Insured status to those entities during the Products/Completed Operations term.”</p>	The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
171.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section IV.C.3	<p>3. Commercial General Liability</p> <p>For work to be performed in New York State, the CONTRACTOR shall provide and maintain Commercial General Liability Insurance (CGL) covering the liability of the CONTRACTOR for bodily injury, property damage, and personal/advertising injury arising from all work and operations under this Contract, using form CG 00 01 12 07 or a policy providing equivalent coverage. The limits under such policy shall not be less than the following:</p> <ul style="list-style-type: none"> a. Each Occurrence limit - \$1,000,000 b. General Aggregate - \$2,000,000 c. Products/Completed Operations must be equivalent to the “General Aggregate” limit d. Personal/Advertising Injury - \$1,000,000 e. Damage to Rented Premises - \$50,000 f. Medical Expense - \$5,000 <p>Coverage shall include, if applicable, the following:</p> <ul style="list-style-type: none"> a. premises liability; b. independent contractors/subcontractors; 	The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.

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			<p>c. blanket Contractual liability, including tort liability of another assumed in a Contract;</p> <p>d. defense and/or indemnification obligations, including obligations assumed under this Contract;</p> <p>e. cross liability for additional insureds;</p> <p>f. products/completed operations for a term of no less than 3 years, commencing upon acceptance of the work, as required by this Contract;</p> <p>g. explosion, collapse, and underground hazards;</p> <p>h. CONTRACTOR means and methods;</p> <p>i. liability resulting from Section 240 or Section 241 of the New York State Labor Law; and</p> <p>j. Cybersecurity Liability.</p> <p>The following ISO forms must be endorsed to the policy:</p> <p>a. CG 00 01 01 96 or an equivalent — Commercial General Liability Coverage Form</p> <p>b. CG 20 10 11 85 or an equivalent — Additional Insured Owner, Lessees or CONTRACTORS (Form B)</p> <p>c. CG 25 03 11 85 or an equivalent — Designated Construction Project(s) general aggregate limit (only required for construction Contracts).</p> <p>4. Cyber Liability.</p> <p>Limits may be provided through a combination of primary and umbrella/excess liability policies. The CGL aggregate shall be endorsed to apply on a per project basis for construction Contracts. Policies shall name the State of New York as Additional Insured, and such coverage shall be extended to afford Additional Insured status to those entities during the Products/Completed Operations term.</p>	

Question #	Component	Corresponding RFP Section	Question	Answer
			<p>The CGL policy, and any umbrella/excess policies used to meet the “Each Occurrence” limits specified above, must be endorsed to be primary with respects to the coverage afforded the Additional Insureds, and such policy(ies) shall be primary to, and non- contributing with, any other insurance maintained by the DEPARTMENT. Any other insurance maintained by the DEPARTMENT shall be in excess of and shall not contribute with the CONTRACTOR'S or subcontractor's insurance, regardless of the “Other Insurance” clause contained in either party's policy of insurance.</p>	
172.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section IV.C.3	<p>Would DOH consider revising Section IV.C.3 (2nd paragraph) as follows:</p> <ul style="list-style-type: none"> a. premises liability; b. <u>vicarious liability</u> for independent contractors/subcontractors; c. blanket Contractual liability, including tort liability of another assumed in a Contract; d. defense and/or indemnification obligations, including obligations assumed under this Contract; e. cross liability for additional insureds; f. products/completed operations for a term of no less than 3 years, commencing upon acceptance of the work, as required by this Contract <u>subject to continued commercial availability</u>; g. explosion, collapse, and underground hazards; h. CONTRACTOR means and methods, <u>if applicable</u>; i. liability resulting from Section 240 or Section 241 of the New York State Labor Law; <u>and</u> 	<p>The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.</p>

Question #	Component	Corresponding RFP Section	Question	Answer
173.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section IV.C.3	<p>j. Cybersecurity Liability</p> <p>Will the State modify the 2nd paragraph to remove “Cybersecurity Liability” from the list of coverages, as such coverage is not provided under Commercial General Liability policy? Note that Cybersecurity Liability is provided under Bidder’s Professional Liability policy which is required in Section 4.10 of the RFP. Suggested changes below for consideration:</p> <p>“Coverage shall include, if applicable, the following:</p> <ul style="list-style-type: none"> a. premises liability; b. independent contractors/subcontractors; c. blanket Contractual liability, including tort liability of another assumed in a Contract; d. defense and/or indemnification obligations, including obligations assumed under this Contract; e. cross liability for additional insureds; f. products/completed operations for a term of no less than 3 years, commencing upon acceptance of the work, as required by this Contract; g. explosion, collapse, and underground hazards; h. CONTRACTOR means and methods; <u>and</u> i. liability resulting from Section 240 or Section 241 of the New York State Labor Law; and j. Cybersecurity Liability.” 	The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
174.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section IV.C.4	<p>Will the Department accept the following modification?</p> <p>4. Commercial Automobile Liability</p> <p>Commercial Auto Liability insurance covering liability arising out of the use of any motor vehicle in connection with the work, including owned, leased, hired and non-owned</p>	The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.

Question #	Component	Corresponding RFP Section	Question	Answer
			<p>vehicles bearing or, under the circumstances under which they are being used, required by the Motor Vehicle Laws of the State of New York to bear, license plates. Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least one million dollars and shall name the State of New York as additional insured. The limits may be provided through a combination of primary and umbrella/excess liability policies. If this Contract involves the removal of hazardous waste from the project site or otherwise transporting hazardous materials, pollution liability coverage for covered autos shall be provided by form CA 99 48 03 06 or CA 00 12 03 06 and the Motor Carrier Act Endorsement (MCS90) shall be attached.</p>	
175.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section IV.C.4	<p>Exception - V. Conflicts of Interest – As a firm with over 52,000 employees and 3,600 US partners, it would be difficult to assert that none of them are related to any employee of the State. We can confirm that no personal or business relationships have influenced this procurement or resulting contract.</p> <p>Will the Department consider modifying this language?</p>	<p>The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.</p>
176.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section IV.C.4	<p>Would DOH consider revising the second sentence as follows:</p> <p>“Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least one million dollars and shall name the State of New York as additional insured <u>with respect to Contractor’s acts or omissions in performance under this Agreement.</u>”</p>	<p>The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.</p>

Question #	Component	Corresponding RFP Section	Question	Answer
177.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section VIII.D	Since the services provided under this agreement are not construction related and we are liable for subcontractor performance, would the state consider removing the requirement to submit subcontractor contracts for review/approval?	The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
178.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section VIII.D	Will DOH be open to removing the following from Section VIII.D: “Unless waived in writing by the DEPARTMENT, all subcontracts between the CONTRACTOR and subcontractors shall expressly name the DEPARTMENT as the sole intended third party beneficiary of such subcontract.”	The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
179.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section IX.B	Can DOH revise as follows: “ The CONTRACTOR will be required to complete the entire work or any part thereof as the case may be, to the satisfaction of the DEPARTMENT in strict accordance with the specifications and pursuant to this Contract.”	The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
180.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section IX.E	Would the state accept an addition of a term stating that each party retains ownership of its previously created intellectual property (IP) and IP created during the term not using the other party's information?	The Department 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 set forth in the RFP, without modification, should the Department determine

Question #	Component	Corresponding RFP Section	Question	Answer
				that that constitutes the best interests of New York State.
181.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section IX.E	Will DOH agree to insert a new subsection 6 wherein Contractor retains all right, title and interest in its intellectual property created prior to the execution of the resultant contract?	The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
182.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section IX.E	Exception - E. Ownership Clauses – Our clients generally own our reports and other deliverables provided to them, subject to restrictions on their distribution to third parties and our retention of ownership of certain data, modules, leading practices, and specifications developed or used by the Contractor or its licensors, or to which we otherwise has rights, including enhancements and improvements developed in the course of performing the services. Will the Department consider modifying this language?	The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
183.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section IX.E	Will the Department accept the following modification? E. Ownership Clauses 1. Any materials, articles, papers, etc., developed by the CONTRACTOR under or in the course of performing this Contract shall contain the following, or similar acknowledgment: “Funded by the New York State Department of Health.” Any such materials must be reviewed and approved by the DEPARTMENT for	No.

Question #	Component	Corresponding RFP Section	Question	Answer
			<p>conformity with the policies and guidelines of the DEPARTMENT prior to dissemination and/or publication. It is agreed that such review will be conducted in an expeditious manner. Should the review result in any unresolved disagreements regarding content, the CONTRACTOR shall be free to publish in scholarly journals along with a disclaimer that the views within the Article or the policies reflected are not necessarily those of the New York State Department of Health. The DEPARTMENT reserves the right to disallow funding for any educational materials not approved through its review process.</p> <p>2. Any publishable or otherwise reproducible material developed under or in the course of performing this Contract, dealing with any aspect of performance under this Contract, or of the results and accomplishments attained in such performance, shall be the sole and exclusive property of the DEPARTMENT, and shall not be published or otherwise disseminated by the CONTRACTOR to any other party unless prior written approval is secured from the DEPARTMENT or under circumstances as indicated in paragraph 1 of this subsection. Any and all net proceeds obtained by the CONTRACTOR resulting from any such publication shall belong to and be paid over to the DEPARTMENT. The DEPARTMENT shall have a perpetual royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any such material for governmental purposes.</p> <p>3. No report, document or other data produced in whole or in part with the funds provided</p>	

Question #	Component	Corresponding RFP Section	Question	Answer
			<p>under this Contract may be copyrighted by the CONTRACTOR or any of its employees, nor shall any notice of copyright be registered by the CONTRACTOR or any of its employees in connection with any report, document or other data developed pursuant to this Contract, without express written permission of the DEPARTMENT.</p> <p>4. All reports, data sheets, documents, etc. (collectively, the “Deliverables”) generated under this Contract shall be the sole and exclusive property of the DEPARTMENT, <u>to be used solely for the purposes contemplated under this Contract. Neither the DEPARTMENT nor the CONTRACTOR shall have the right to disclose or use any of such material and documentation for any purpose whatsoever, without the prior written approval of the other party DEPARTMENT or its authorized agents.</u></p> <p>5. This is a “Work for Hire” Contract. The DEPARTMENT will be the sole owner of all Deliverables source code and any software which is developed for use in any application software provided to the DEPARTMENT as a part of this Contract.</p> <p>6. <u>Notwithstanding anything to the contrary herein, CONTRACTOR shall retain sole and exclusive ownership of all rights, title and interest in its work papers, proprietary information, processes, methodologies, know-how and software, including such information as existed prior to the delivery of the services and, to the extent such information is of general application, anything that it may discover, create or develop during provision of the services (“CONTRACTOR</u></p>	

Question #	Component	Corresponding RFP Section	Question	Answer
			<p>Property”). To the extent the Deliverables contain <u>CONTRACTOR Property</u>; DEPARTMENT is granted a nonexclusive, non-assignable, royalty-free license to use it in connection with the <u>subject of this Contract</u>.</p>	
184.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section IX.E	<p>Would the Department consider the following modification:</p> <p>E. Ownership Clauses</p> <p>1. Any materials, articles, papers, etc., developed by the CONTRACTOR under or in the course of performing this Contract <u>which the CONTRACTOR intends to publicly publish</u> shall contain the following, or similar acknowledgment: “Funded by the New York State Department of Health.” Any such materials must be reviewed and approved by the DEPARTMENT for conformity with the policies and guidelines of the DEPARTMENT prior to dissemination and/or publication. It is agreed that such review will be conducted in an expeditious manner. Should the review result in any unresolved disagreements regarding content, the CONTRACTOR shall be free to publish in scholarly journals along with a disclaimer that the views within the Article or the policies reflected are not necessarily those of the New York State Department of Health. The DEPARTMENT reserves the right to disallow funding for any educational materials not approved through its review process.</p> <p>2. Any publishable or otherwise reproducible material developed under or in the course of performing this Contract, dealing with any aspect of performance under this Contract, or of the results and accomplishments attained in such performance, shall be the sole and exclusive property of the DEPARTMENT, and shall not be published or otherwise disseminated by the</p>	<p>The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.</p>

Question #	Component	Corresponding RFP Section	Question	Answer
			<p>CONTRACTOR to any other party unless prior written approval is secured from the DEPARTMENT or under circumstances as indicated in paragraph 1 of this subsection. Any and all net proceeds obtained by the CONTRACTOR resulting from any such publication shall belong to and be paid over to the DEPARTMENT. The DEPARTMENT shall have a perpetual royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any such material for governmental purposes.</p> <p>3. No report, document or other data produced in whole or in part with the funds provided under this Contract may be copyrighted by the CONTRACTOR or any of its employees, nor shall any notice of copyright be registered by the CONTRACTOR or any of its employees in connection with any report, document or other data developed pursuant to this Contract, without express written permission of the DEPARTMENT.</p> <p>4. <u>Subject to the limitations stated in the engagement letter, if any,</u> All reports, data sheets, documents, etc. generated under this Contract shall be the sole and exclusive property of the DEPARTMENT. 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 or its authorized agents.</p> <p>5. This is a "Work for Hire" Contract. The DEPARTMENT will be the sole owner of all source code and any software which is developed for use in any application software provided to the DEPARTMENT as a part of this Contract.</p>	

Question #	Component	Corresponding RFP Section	Question	Answer
185.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section IX.E	Is the Department willing to discuss Intellectual Property, ownership rights and pre-existing contractor information for areas not covered by the current terms and conditions?	The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
186.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section IX.E	<p>Will the State consider adding a new subsection #6 to protect Contractor’s ownership of its pre-existing and/or independently developed materials that may be utilized during the engagement? Suggested changes below for consideration:</p> <p><u>“6. Notwithstanding anything to the contrary, CONTRACTOR’s pre-existing and/or independently developed intellectual property, materials, ideas, know-how, processes and methodologies (“Contractor IP”), including any developments, modifications, improvements, or enhancements thereof, will remain the property of CONTRACTOR. CONTRACTOR hereby grants to the State a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) to use Contractor IP, including the right to copy, perform, display, execute, reproduce, and modify Contractor IP, solely as contained within the materials that are delivered under this Contract.”</u></p>	The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
187.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section IX.F	Would the state consider making the Confidentiality Clause mutual?	The Department 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

Question #	Component	Corresponding RFP Section	Question	Answer
				conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
188.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section IX.F	<p>Will the Department accept the following modification?</p> <p>F. Confidentiality Clause</p> <p>The CONTRACTOR, its officers, agents and employees and subcontractors shall treat all information which is obtained by it through its performance under this CONTRACT, as confidential information to the extent required by the laws and regulations of the United States and laws and regulations of the State of New York.</p> <p><u>If access to any of the materials and information in CONTRACTOR's possession relating to this Contract are sought by a third party, or any of its professionals are requested or compelled to testify as a fact witness in any legal proceeding related to this Contract, by subpoena or otherwise, or it is made a party to any litigation related to this Contract, CONTRACTOR will promptly notify DEPARTMENT of such action, and will tender to DEPARTMENT and its counsel its defense responding to such request. In such event, DEPARTMENT shall compensate CONTRACTOR at its standard billing rates for its professional fees in responding to such action.</u></p>	The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
189.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section IX.G	Exception - G. Date/Time Warranty – While we can agree to commercially reasonable warranty requirements, we may need to seek certain changes to this section consistent with our firm policy on such matters.	The Department 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

Question #	Component	Corresponding RFP Section	Question	Answer
			Will the Department consider modifying this language?	conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
190.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section IX.H.I.2	Is the Department willing to discuss the rights and obligations of the parties in the event of a suspension of work to the extent not covered by the current terms and conditions?	The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
191.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section IX.I	Exception - I. On-Going Responsibility, 3. Termination (for Non-Responsibility – Our agreements generally provide that we may terminate immediately if we reasonably determine that we can no longer provide the Services in accordance with applicable law or professional obligations. Will the Department consider modifying this language?	The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
192.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section IX.J	Exception - J. Indemnification – We generally neither request nor provide indemnities. We do on occasion agree to mutual indemnities with our clients for bodily injury or damage to tangible property to the extent directly caused by our negligence or misconduct, and for intellectual property infringement caused by our deliverables, subject to customary commercial exceptions. Will the Department consider modifying this language?	The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
193.	-	Attachment 8: DOH Agreement, New York	Will the Department consider the following modification:	The Department reserves the right to negotiate terms of the contract that are non-material in

Question #	Component	Corresponding RFP Section	Question	Answer
		State Department of Health Contract, Section IX.J	<p>J. Indemnification CONTRACTOR shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and save harmless the DEPARTMENT from suits, actions, damages and costs of every name and description, <u>asserted by third parties</u>, relating to personal injury and damage to real or personal tangible property and intellectual property, <u>to the extent</u> 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 <u>to the extent caused by arising hereunder due to the negligent act or failure to act of the DEPARTMENT.</u></p>	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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
194.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section IX.J	<p>Will the State modify this section to limit Contractor's indemnification obligation to third party claims and balance the scope of exposure with the work being performed? Suggested changes below for consideration:</p> <p>"CONTRACTOR shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and save harmless the DEPARTMENT from <u>third party</u> 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, <u>to the extent 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</u></p>	The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.

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			damage arising hereunder due to the negligent act or failure to act of the DEPARTMENT.”	
195.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section IX.J	<p>Will the Department accept the following modification?</p> <p>J. Indemnification CONTRACTOR shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and save harmless the DEPARTMENT from third- party 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 <u>gross</u> 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 DEPARTMENT.</p>	The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
196.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section IX.J and K	Would the state allow bidders to negotiate a mutually acceptable limitation of liability for the scope of services (e.g., greater of the fees payable or two times contract spend)?	<p>The Department will not modify the liability amounts identified in the RFP.</p> <p>However, the Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.</p>
197.	-	Attachment 8: DOH Agreement, New York	Will DOH consider changes to the indemnity which have been acceptable and agreed to by	The Department reserves the right to negotiate terms of the contract that are non-material in

Question #	Component	Corresponding RFP Section	Question	Answer
		State Department of Health Contract, Section IX.J and K	many other NY State agencies such as limiting the indemnity to third party claims for (a) bodily injury and physical damage to real or tangible personal property to the extent directly and proximately caused by the vendor, and (b) certain infringements by the deliverables of third-party intellectual property rights? We would be open to discussion of such mutually agreeable language.	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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
198.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section IX.K	<p>Will the Department accept the following modification?</p> <p><u>K. Indemnification Relating to the Third-Party Rights; and Limitation of Liability</u></p> <p>1. The CONTRACTOR will also indemnify and hold the DEPARTMENT harmless from and against any and all <u>third-party</u> damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs that may be finally assessed against the DEPARTMENT in any action for infringement of a United States Letter Patent, or of any copyright, trademark, trade secret or other third party proprietary right except to the extent such claims arise from the DEPARTMENT'S gross negligence or willful misconduct, provided that the DEPARTMENT shall give CONTRACTOR: (a) prompt written notice of any action, claim or threat of infringement suit, or other suit, (b) the opportunity to take over, settle or defend such action, claim or suit at CONTRACTOR'S sole expense, and (c) assistance in the defense of any such action at the expense of CONTRACTOR.</p> <p><u>2.</u> If usage shall be enjoined for any reason or if CONTRACTOR believes that it may be</p>	The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.

Question #	Component	Corresponding RFP Section	Question	Answer
			<p>enjoined, CONTRACTOR shall have the right, at its own expense and sole discretion to take action in the following order of precedence: (a) to procure for the DEPARTMENT the right to continue Usage; (b) to modify the service or Product so that Usage becomes non-infringing, and is of at least equal quality and performance; or (c) to replace said service or Product or part(s) thereof, as applicable, with non-infringing service or Product of at least equal quality and performance. If the above remedies are not available, the parties shall terminate this Contract, in whole or in part as necessary and applicable, provided the DEPARTMENT is given a refund for any amounts paid for the period during which Usage was not feasible.</p> <p><u>3. Except as prohibited by applicable State law, CONTRACTOR's liability for any claim, loss or liability arising out of, or connected with the 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 fees paid or payable to CONTRACTOR under this Contract in the preceding twelve (12) months or (ii) one million dollars (\$1,000,000), whichever is greater. 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.</u></p>	

Question #	Component	Corresponding RFP Section	Question	Answer
199.		Attachment 8: DOH Agreement, New York State Department of Health Contract, Section IX.K	<p>Exception - K. Indemnification Relating to the Third-Party Rights – We generally neither request nor provide indemnities. We do on occasion agree to mutual indemnities with our clients for bodily injury or damage to tangible property to the extent directly caused by our negligence or misconduct, and for intellectual property infringement caused by our deliverables, subject to customary commercial exceptions.</p> <p>Will the Department consider modifying this language?</p>	The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
200.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section IX.K	<p>Will the State modify this section to limit Contractor’s indemnification obligation to third party claims and balance the scope of exposure with the work being performed? Suggested changes below for consideration:</p> <p>“1. The CONTRACTOR will also indemnify and hold the DEPARTMENT harmless from and against any and all <u>third party</u> damages, expenses (including reasonable attorneys’ fees), claims, judgments, liabilities and costs that may be finally assessed against the DEPARTMENT in any action for infringement of a United States Letter Patent, or of any copyright, trademark, trade secret or other third party proprietary right except to the extent such claims arise from the DEPARTMENT’S gross negligence or willful misconduct, provided that the DEPARTMENT shall give CONTRACTOR: (a) prompt written notice of any action, claim or threat of infringement suit, or other suit, (b) the opportunity to take over, settle or defend such action, claim or suit at CONTRACTOR’S sole expense, and</p>	The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.

Question #	Component	Corresponding RFP Section	Question	Answer
			(c) assistance in the defense of any such action at the expense of CONTRACTOR.”	
201.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract, Section IX.K	Is the Department willing to discuss the scope of Intellectual Property infringement indemnification for areas not covered by the current terms and conditions?	The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
202.	-	Attachment 8: DOH Agreement, Appendix M	Exception - VI. Liquidated Damages - MWBE Participation – Due to the nature of the services we provide we generally do not view it as appropriate to agree to liquidated damage type provisions. Will the Department consider modifying this language?	The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
203.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract	Will the Department accept the following added language to Attachment 8: DOH Agreement? Access: Company agrees to provide CONTRACTOR with timely access to information, locations, and personnel reasonably necessary for the performance of the Services. The information provided by Company to CONTRACTOR shall be considered “as is” and CONTRACTOR will not validate or confirm the accuracy of the data and information provided. The work product produced by CONTRACTOR under this Agreement is to be used only in relation to the Services described herein and not for any other	The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.

Question #	Component	Corresponding RFP Section	Question	Answer
			<p>purpose without written approval from CONTRACTOR.</p> <p>Third Party Work Product: It is further understood that CONTRACTOR may be reviewing work product prepared by parties other than CONTRACTOR on behalf of Company, and accordingly, Company agrees to hold harmless and indemnify CONTRACTOR for any and all claims, damages, demands, liability and costs (including attorney fees as incurred) arising from negligent acts, errors and omissions of the parties who prepared such work product.</p> <p>Preliminary Findings and Draft Reports: The preparation of CONTRACTOR work product is an evolving process during which CONTRACTOR analysis is focused and refined as research and document review proceeds and as information emerges. Preliminary conclusions, superseded drafts, notations, analyses, work lists, and irrelevant data are not a part of, and will not be recorded in, the final work product. Such documents may be appropriately discarded on a routine basis as work tasks are completed. Of course, circumstances may arise that require the retention of such drafts or other interim documents, including but not limited to subpoenas and court orders. CONTRACTOR understands that Company will provide it with any instructions regarding document retention or document production procedures that Company expects CONTRACTOR to follow.</p> <p>Consulting Services Disclaimer: CONTRACTOR will not be auditing any financial statements or performing any attest</p>	

Question #	Component	Corresponding RFP Section	Question	Answer
			<p>procedures in the course of this engagement. CONTRACTOR's Services are financial statement errors, irregularities, illegal acts, or disclosure deficiencies. CONTRACTOR is not a professional accounting firm and does not practice accounting.</p> <p><i>Intellectual Property and CONTRACTOR Deliverables:</i> Upon full payment of all amounts due CONTRACTOR in connection with this Agreement, all rights, title and interest in any information and items, including summaries, documents, reports and portions thereof it provides to Company (the "CONTRACTOR Deliverables") will become Company's sole and exclusive property for use in connection with the professional services set forth in this Agreement, subject to the exceptions set forth below. CONTRACTOR shall retain sole and exclusive ownership of all rights, title and interest in its work papers, proprietary information, processes, methodologies, know-how and software, including such information as existed prior to the delivery of the Services and, to the extent such information is of general application, anything that it may discover, create, or develop during provision of the Services ("CONTRACTOR Property"). To the extent the CONTRACTOR Deliverables contain CONTRACTOR Property; Company is granted a non-exclusive, non-assignable, royalty-free license to use it in connection with the subject of this Agreement. Without the prior written consent of CONTRACTOR, in no event shall CONTRACTOR's name be mentioned nor shall CONTRACTOR Deliverables be disclosed, referenced, used in connection with</p>	

Question #	Component	Corresponding RFP Section	Question	Answer
			<p>any offering documents or shared with any third party, except (a) as required by law; (b) as required by any government or regulatory agency with supervisory authority over Company; and (c) Company's legal advisors and auditors. It is strictly prohibited for the CONTRACTOR Deliverables to be disclosed, referenced, filed, or distributed in connection with the purchase or sale of securities, and in connection with any financing or business transaction.</p> <p>Confidentiality: CONTRACTOR understands that all communications between CONTRACTOR and Company, either oral or written, as well as any materials or information developed or received by CONTRACTOR pursuant to this Agreement, are intended to be confidential. Accordingly, CONTRACTOR agrees, subject to applicable law or court order, not to disclose any such communications, or any of the information CONTRACTOR receives or develops in the course of CONTRACTOR's work for Company, to any person or entity apart from Company's office or such other persons or entities as Company may designate.</p> <p>If access to any of the materials in CONTRACTOR's possession relating to this Agreement is sought by a third party, or CONTRACTOR is requested or compelled to testify as a fact witness in any legal proceeding related to CONTRACTOR's work for Company, by subpoena or otherwise, or CONTRACTOR is made a party to any litigation related to CONTRACTOR's work for Company, CONTRACTOR will promptly notify Company of such action, and either tender to Company</p>	

Question #	Component	Corresponding RFP Section	Question	Answer
			<p>CONTRACTOR's defense responding to such request and cooperate with Company concerning CONTRACTOR's response thereto or retain counsel for CONTRACTOR's defense for which Company shall reimburse CONTRACTOR for all reasonable attorney's fees and costs of defense. In such event, Company will compensate CONTRACTOR at CONTRACTOR's standard billing rates for CONTRACTOR's professional fees and expenses, including reasonable attorneys' fees (internal and external), involved in responding to such action.</p> <p>Conflicts of Interest: CONTRACTOR is not aware of circumstances that constitute a conflict of interest or that would otherwise impair CONTRACTOR's ability to provide objective assistance. CONTRACTOR's determination of conflicts is based primarily on the substance of its work and not the parties involved. CONTRACTOR is a large consulting company that is engaged by many companies and individuals. CONTRACTOR may have in the past represented, may currently represent, or may in the future represent other companies whose interests may have been, may currently be, or may become adverse to Company in litigation, transactions, or other matters (collectively "Other Companies"). Therefore, as a condition to CONTRACTOR's undertaking to provide the Services to the Company and absent any conflict in fact, Company agrees that CONTRACTOR may continue to represent, and in the future may represent Other Companies. Notwithstanding any other provisions herein, in exchange for CONTRACTOR agreeing to provide the</p>	

Question #	Component	Corresponding RFP Section	Question	Answer
			<p>Services under this Agreement, Company agrees and acknowledges that CONTRACTOR professionals who are not involved in providing the Services are not restricted in any way from providing eDiscovery services to Other Companies.</p> <p>Limitation of Liability: Notwithstanding the terms of any other provision, except as prohibited by applicable New York State law, CONTRACTOR's liability for any claim, loss or liability arising out of, or connected with the 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 fees paid or payable to CONTRACTOR under the Contract in the preceding twelve (12) months or (ii) one million dollars (\$1,000,000), whichever is greater. Notwithstanding the above, neither the Contractor nor the Company 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 Company, CONTRACTOR, or by others. No action, regardless of form, arising out of or relating to this Agreement, may be brought by either party more than one (1) year after the cause of action has accrued, except an action for non-payment may be brought within one (1) year following the date of the last payment due under this Agreement. CONTRACTOR shall not be liable for any loss or destruction of any valuable documents provided to CONTRACTOR. Company shall be</p>	

Question #	Component	Corresponding RFP Section	Question	Answer
			<p>responsible for insuring such documents against loss and destruction.</p> <p>Standard of Care: In providing the Services, CONTRACTOR and its personnel shall exercise reasonable care, and CONTRACTOR, its interim personnel, officers, directors, agents, employees and outside consultants, if any, will not be liable to Company (or any parent, subsidiary or affiliate, director or officer thereof) for any loss, financial or otherwise, which may result to Company (or any parent, subsidiary, affiliate, director or officer thereof) as a result of the Services or the methods by which the Services were provided, unless such a loss is the direct result of an act of fraud.</p> <p>CONTRACTOR cannot guarantee or assure the achievement of any particular performance objective, nor can CONTRACTOR guarantee or assure any particular outcome for Company or any other person as a result of this Agreement or the performance of the Services.</p> <p>Termination: Either party may terminate this Agreement without cause upon no less than thirty (30) days' written notice of termination to the other party; provided however that neither party may terminate this Agreement without cause where any portion of the compensation is based on performance or otherwise placed at risk. In the event of termination for any reason, Company will pay CONTRACTOR for all fees and expenses incurred, including without limitation all work in progress fees that may not yet have been invoiced, up and through the effective date of termination as well as reasonable engagement closing costs.</p> <p>Resolution of Disputes: To promote rapid and economical resolution of any disputes which</p>	

Question #	Component	Corresponding RFP Section	Question	Answer
			<p>may arise, any and all disputes or claims related to or arising from this Agreement, except claims by CONTRACTOR for non-payment of amounts owed hereunder, shall be resolved by final, binding and confidential arbitration conducted in New York, NY by JAMS Inc. (formerly Judicial Arbitration and Mediation Services) ("JAMS") under the then-applicable JAMS rules, including its optional appellate procedure if the parties so elect. The parties hereby give up their right to have any such disputes or claims litigated in a court or by a jury. All issues related to interpretation of this out of this engagement shall be governed by the law of the State of New York without application of its conflict of laws principles.</p> <p>Restriction on Use of Personnel: Company agrees that during the term of this Agreement (including any renewals and extensions thereof), and for a period of one year following its termination ("Restriction Period"), neither Company nor any affiliate, parent or subsidiary thereof will knowingly employ or engage as an independent contractor, consultant or otherwise, any person who, during the Restriction Period, is or was an employee or independent contractor of CONTRACTOR that provided Services under this Agreement.</p> <p>Disposition of Documents: At the conclusion of the Services, Company will have the following three options with respect to disposition of documents related to this Agreement. Company may</p>	

Question #	Component	Corresponding RFP Section	Question	Answer
			<p>(a) direct CONTRACTOR to return all such documents to Company, where practicable; (b) authorize CONTRACTOR to discard or destroy all documents; or (c) direct CONTRACTOR to store any or all such documents at the expense of Company. It is also Company's obligation to pay CONTRACTOR for storage costs in the event CONTRACTOR is bound to retain documents related to the Services by any third party, court order, operation of law, or other legally binding reason for retention. The terms and pricing for all storage will be the provided to Company at the beginning of any storage period. If Company does not request option (a), (b) or (c) within 60 days after the conclusion of the Services, CONTRACTOR may implement any one of these options at its sole discretion. CONTRACTOR may retain a copy of its reports and work papers.</p> <p>Third Party Beneficiaries: This Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the parties.</p> <p>Force Majeure: CONTRACTOR shall not be deemed in default of any provision of this Agreement or be liable for any delay, failure in performance, or interruption of the Services resulting directly or indirectly from acts of God, electronic virus attack or infiltration, civil or military authority action, civil disturbance, war, strike and other labor disputes, fires, floods, other catastrophes, and other forces beyond its reasonable control.</p> <p>Use of Data: Notwithstanding any other term or provision in the Agreement, CONTRACTOR shall be permitted to use Company's data for</p>	

Question #	Component	Corresponding RFP Section	Question	Answer
			<p>purposes other than those set forth in this Agreement; provided however that any such data shall be rendered de-identified and not subject to the definition of PHI in accordance with the HIPAA Privacy Rule.</p> <p>Entire Agreement: The cover letter, sections, and the Appendices attached hereto and incorporated herein by reference constitute the entire agreement between CONTRACTOR, on one side, and Company on the other side, regarding the terms of this Agreement. In the event Company requires CONTRACTOR to execute a purchase order or other Company documentation in order to receive payment for Services, the terms and conditions contained in such purchase order or documentation shall be null and void and shall not govern the terms of the Agreement. This Agreement is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein and supersedes any other such promises or Agreement can only be modified by a written agreement signed by duly authorized representatives of each party.</p>	
204.	-	Attachment 8: DOH Agreement, New York State Department of Health Contract	<p>Will the Department consider adding the following language to Attachment 8: DOH Agreement</p> <p>Billing and Payment Terms. CONTRACTOR reserves the right to suspend or terminate its work for this engagement or any other engagement for nonpayment of fees. If CONTRACTOR's work is suspended or terminated, the Department agrees that CONTRACTOR will not be responsible for</p>	The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.

Question #	Component	Corresponding RFP Section	Question	Answer
			<p>DEPARTMENT's failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against DEPARTMENT resulting from DEPARTMENT's failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of the services.</p> <p>CONTRACTOR fees may increase if CONTRACTOR duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. The engagement fees do not include any time for post-engagement consultation with the DEPARTMENT personnel or third parties, consent letters and related procedures for the use of CONTRACTOR reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.</p> <p>Mediation. Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The mediator will be selected by agreement of the parties. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.</p> <p>Statute of Limitations. DEPARTMENT agrees that any claim or legal action arising out of or</p>	

Question #	Component	Corresponding RFP Section	Question	Answer
			<p>related to this contract and the services provided hereunder shall be commenced no more than one (1) year from the date of delivery of the work product to the DEPARTMENT or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether CONTRACTOR performs other or subsequent services for the DEPARTMENT. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of CONTRACTOR in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.</p> <p>Limitation of Liability. The DEPARTMENT agrees that CONTRACTOR's liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by the DEPARTMENT for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the intentional or willful misconduct of CONTRACTOR or if enforcement of this provision is disallowed by applicable law or professional standards.</p> <p>Waiver of Certain Damages. In no event shall CONTRACTOR be liable to the DEPARTMENT or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to</p>	

Question #	Component	Corresponding RFP Section	Question	Answer
			<p>goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.</p> <p>WAIVER OF JURY TRIAL. THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE PARTIES, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.</p> <p>Disclaimer of Legal or Investment Advice. CONTRACTOR services do not constitute legal or investment advice. The DEPARTMENT should seek the advice of legal counsel in such matters. Regulatory authorities may interpret circumstances differently than CONTRACTOR. In addition, the applicable laws, regulations, and regulators' enforcement activities may change over time.</p> <p>Maintenance of Records. The DEPARTMENT agrees to assume full responsibility for maintaining its original data and records and that CONTRACTOR has no responsibility to maintain</p>	

Question #	Component	Corresponding RFP Section	Question	Answer
			<p>this information. The DEPARTMENT agrees it shall not rely on CONTRACTOR to provide hosting, electronic security, or backup services, e.g., business continuity or disaster recovery services, to the DEPARTMENT unless separately engaged to do so. The DEPARTMENT understands that its access to data, records, and information from CONTRACTOR's servers, i.e., portals used to exchange information, can be terminated at any time and the DEPARTMENT will not rely on using this to host its data and records.</p> <p>CONTRACTOR Workpapers. CONTRACTOR workpapers and documentation retained in any form of media for this engagement are the property of CONTRACTOR. CONTRACTOR can be compelled to provide information under legal process. In addition, CONTRACTOR may be requested by regulatory or enforcement bodies (including any State Board) to make certain workpapers available to them pursuant to authority granted by law or regulation. Unless CONTRACTOR is prohibited from doing so by law or regulation, CONTRACTOR will inform the DEPARTMENT of any such legal process or request. The DEPARTMENT agrees CONTRACTOR has no legal responsibility to the DEPARTMENT in the event CONTRACTOR determines it is obligated to provide such documents or information.</p> <p>Subpoenas or Other Legal Process. In the event CONTRACTOR is required to respond to any such subpoena, court order, or any government regulatory inquiry or other legal process relating to the DEPARTMENT or DEPARTMENT management for the production of documents</p>	

Question #	Component	Corresponding RFP Section	Question	Answer
			<p>and/or testimony relative to information CONTRACTOR obtained or prepared incident to this or any other engagement in a matter in which CONTRACTOR is not a party, the DEPARTMENT shall compensate CONTRACTOR for all time it expends in connection with such response at normal and customary hourly rates and to reimburse CONTRACTOR for all out-of-pocket expenses incurred in regard to such response.</p> <p>Use of Deliverables and Drafts. The DEPARTMENT agrees it will not modify any deliverables or drafts prepared by CONTRACTOR for internal use or for distribution to third parties unless expressly authorized in writing by CONTRACTOR to do so. The DEPARTMENT also understands that CONTRACTOR may on occasion send the DEPARTMENT documents marked as draft and understand that those are for the DEPARTMENT's review purpose only, should not be distributed in any way, and should be destroyed as soon as possible.</p> <p>U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies. Where CONTRACTOR is providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"), any term of this contract that would be prohibited by or impair CONTRACTOR's independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.</p>	

Question #	Component	Corresponding RFP Section	Question	Answer
			<p>Hiring of CONTRACTOR Personnel. CONTRACTOR asks that the DEPARTMENT respect the employment relationship that CONTRACTOR personnel have with the firm and to refrain from any employment offers to CONTRACTOR personnel. However, if the DEPARTMENT finds it necessary to make an offer of employment and if it is accepted, during the term of this engagement and for a period of 18 months after CONTRACTOR stops providing services, the DEPARTMENT agrees that CONTRACTOR will be paid a one-time employment fee equal to 100 percent of the employee's highest annual salary. This fee will be payable prior to CONTRACTOR personnel commencing employment with the DEPARTMENT. Provided, however, the DEPARTMENT shall not be in violation of the nonsolicitation covenant set forth herein with respect to any position the DEPARTMENT advertise in the form of a general solicitation not delivered to or focused upon any single individual.</p> <p>Praxity. FORVIS is an independent accounting firm allowed to use the name "Praxity" in relation to its practice. FORVIS is not connected, however, by ownership with any other firm using the name "Praxity." FORVIS will be solely responsible for all work carried out on the DEPARTMENT's behalf. In deciding to engage FORVIS, You acknowledge that We have not represented to the DEPARTMENT that any other firm using the name "Praxity" will in any way be responsible for FORVIS work.</p>	

Question #	Component	Corresponding RFP Section	Question	Answer
			<p>In addition, the DEPARTMENT acknowledges and agrees that any advice, recommendations, information, or work product provided to the DEPARTMENT in connection with this engagement is based in part upon the accuracy of the DEPARTMENT's factual representations to CONTRACTOR and is not intended to be relied upon by any other parties. To the extent allowed by law, the DEPARTMENT agrees to hold CONTRACTOR harmless from and against any and all liability for loss and damage including, direct, indirect, consequential, incidental, and special damages such as loss of revenue and anticipated profits ("Damages") arising under or by virtue of (i) material factual misrepresentations or omissions to CONTRACTOR by the DEPARTMENT or DEPARTMENT's agents, and (ii) claim or demand of any third party to the extent resulting from that party's use or possession of or reliance upon CONTRACTOR's advice, recommendations, information, or work product (collectively "Work Product") as a direct or indirect result of the DEPARTMENT's use or disclosure of such Work Product, except as such use, possession, or reliance is specifically authorized by CONTRACTOR in writing or otherwise authorized by applicable law.</p> <p>Unless specifically authorized by CONTRACTOR in writing or as authorized by applicable law, DEPARTMENT agree will not provide any third party with CONTRACTOR's Work Product for their use or reliance.</p>	
205.	-	Attachment 8: DOH Agreement	Consistent with the Department's response to the Questions and Answers for RFP #20276, Is it possible for the Department and Contractor to leverage nonmaterial modifications to the NYS	The Department 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

Question #	Component	Corresponding RFP Section	Question	Answer
			Health Department Contract terms previously negotiated and currently included within existing contracts?	New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
206.	-	Attachment 8: DOH Agreement, Appendix H	<p>Will the State modify this section to limit Contractor’s indemnification obligation to third party claims and balance the scope of exposure with the work being performed? Suggested changes below for consideration:</p> <p>“Business Associate shall indemnify and hold the DEPARTMENT harmless against all <u>third party</u> claims, suits, actions, damages and costs, <u>to the extent</u> resulting from, relating to, or arising out of the <u>negligent</u> acts or omissions of Business Associate, its agents, employees, partners and/or subcontractors in connection with Business Associate’s obligations under this BAA. Business Associate shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and save harmless the DEPARTMENT from <u>third party</u> suits, actions, damages, obligations, and costs, <u>to the extent</u> relating to, or arising out of, any Breach and/or Breach notifications required by 45 CFR Part 164 Subpart D (Notification in Case of Breach of Unsecured Protected Health Information), State Technology Law § 208, and/or any other notifications required by law, caused by any intentional act or omission or negligent act or omission of Business Associate, its agents, employees, partners or subcontractors, without limitation;. provided, however, that Business Associate shall not indemnify for that portion of any claim, loss or</p>	The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.

Question #	Component	Corresponding RFP Section	Question	Answer
			damage arising hereunder due to the negligent act of the DEPARTMENT”	
207.	-	Attachment 8: DOH Agreement, Appendix H	Would DOH be open to negotiating the details in the Appendix H, business associate agreement to coordinate with other provisions of the contract as finally mutually agreed?	The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
208.	-	Attachment 8: DOH Agreement, Appendix H, Section IV (C) (2)	<p>Would the Department consider the following modification:</p> <p>In the event that returning or destroying any of the Protected Health Information is infeasible, Business Associate shall provide to Covered Program notification of the conditions that make return or destruction infeasible. Upon mutual agreement of Business Associate and Covered Program that return or destruction of such Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and discontinue all further uses and disclosures of such Protected Health Information, for so long as Business Associate maintains such Protected Health Information.</p>	The Department 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 set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
209.	-	Attachment 8: DOH Agreement, Appendix H, Section V (B)	Business Associate shall indemnify and hold the DEPARTMENT harmless against all <u>third-party</u> claims, suits, actions, damages and costs, resulting from, relating to, or arising out of the <u>to the extent caused by the negligent acts or omissions of Business Associate, its agents, employees, partners and/or subcontractors in connection with Business Associate’s obligations under this BAA. Business Associate shall be fully</u>	The Department 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 set forth in the RFP, without modification, should the Department determine

Question #	Component	Corresponding RFP Section	Question	Answer
			<p>liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and save harmless the DEPARTMENT from suits, actions, damages, obligations, and costs, relating to, or arising out of, any Breach and/or Breach notifications required by 45 CFR Part 164 Subpart D (Notification in Case of Breach of Unsecured Protected Health Information), State Technology Law § 208, and/or any other notifications required by law, <u>to the extent</u> caused by any intentional act or omission or negligent act or omission of Business Associate, its agents, employees, partners or subcontractors, without limitation; provided, however, that Business Associate shall not indemnify for that portion of any claim, loss or damage <u>to the extent caused by arising hereunder due to the negligent act of the</u> DEPARTMENT</p>	<p>that that constitutes the best interests of New York State.</p>
210.	-	Attachment 9: References	<p>Will the Department accept references for engagements where the bidder was a subcontractor to another vendor, but where the scope and our performance as subcontractor is relevant to the services requested by the Department?</p>	<p>Yes.</p>