New York State Department of Health
Independent Evaluation of the New York State Delivery System Reform Incentive Payment Program
RFP# 16336
Questions and Answers 2/12/2016

Question #	Corresponding RFP Section	Bidder's Question	Answer
1.	General	Please describe the role of the Independent Assessor in the NY DSRIP project. Has that person or entity already been identified?	Information pertaining to the Independent Assessor can be found at: https://www.health.ny.gov/health_care/medicaid/redesign/dsrip/independent_assessor.htm A contract has been procured with PCG.
2.	General	Will there be a rapid cycle evaluation component to the evaluation, including quarterly evaluation reports? If so, who will that be part of this project (quarterly reports are not listed in the deliverables)? If not, who will be conducting those?	Rapid cycle evaluation is not a responsibility of the Independent Evaluator. This will be done by the Independent Assessor, and others.
3.	General	Who will be responsible for maintaining the monitoring database?	New York State, with the assistance of the Independent Assessor, Public Consulting Group (PCG), will be responsible ongoing DSRIP monitoring including maintenance of the database.
4.	General	Will NYS DSRIP be accepting any additional Performing Provider Organizations?	There are no plans at this time to add Performing Provider Organizations to the DSRIP initiative.
5.	General	Is there a current vendor assisting NYS with DSRIP planning, implementation, and/or assessment/evaluation? If so, who is the incumbent?	There is no incumbent for contractual services related to this RFP. However, there are vendors contracted to assist with other components of DSRIP, separate from the evaluation. Currently PCG serves as the Independent Assessor and KPMG LLP serves as the DSRIP Support Team.

6.	General	Our organization currently involved in planning discussions and will be involved in DSRIP consultation projects for several BHOs as well as state-wide PPS, will these activities preclude us from applying for this RFP? Will our organization be expected to pull out of all other DSRIP specific projects if chosen? Additionally, will our partners for DSRIP projects be precluded as well with ongoing or future projects?	A business relationship with PPSs or participating providers, as discussed under "Minimum Qualifications", should be interpreted as a situation in which the potential bidder is employed by a participant in a PPS, e.g., a participating hospital. Other conflicts or potential conflicts that a bidder may identify should be addressed under Attachment A, #2.
7.	General	Our organization has an Evaluation DBA that is separate from our core SAE consultation services with separate staffing and administrative functions. As such, the DBA fulfills the federal guidelines for evaluation projects that must be independent of any grant writing or project planning activities. If the Evaluation DBA responds to the RFP independently of the core organizational services, will this firewall suffice with concerns? And, logistically, will all staffing involved in the evaluation of DSRIP be precluded from any other DSRIP implementation as consultants?	Please see answer to question 6.
8.	General	Where can a list of interventions or programs under DSRIP be located? The evaluation will look at one or more of the programs involved in order to make a more definitive evaluation of the effectiveness and efficiency of the DSRIP initiative.	Information on Performing Provider Systems and their projects can be found at http://www.health.ny.gov/health_care/medicaid/redesign/dsrip/pps_map/index.htm.
9.	General	Will this project be funded with State funds only, or will part of the funding be from federal sources?	Funds will be from federal sources administered through New York State.
10.	General	Does DOH have a budget estimate and/or range of professional fees set aside for this effort, and if so, can you please disclose those amounts?	DOH will not disclose a budget estimate for this RFP.

11.	General	Do you anticipate providing an extension to the RFP response submission date of March 1st? If not, we respectfully request an extension of March 15th for the final due date.	We do not anticipate providing an extension to the RFP response submission date and will not be granting extensions.
12.	General	Are there any incumbents for this work? If so, please provide the names of those individuals and/or organizations.	There are no current or previous incumbents serving in the Independent Evaluator role.
13.	General	How much leverage/learning will there be of other state models across the country?	While the selected organization will be free to confer with other states, there is considerable variation in DSRIP programs across states. As such, it is anticipated that the evaluation will reflect the uniqueness of New York's program.
14.	General	How essential will on-site support from the awarded firm be?	With the exception of possible on-site activities related to the awardee's evaluation plan, other on-site support is not an expectation.
15.	General	Will any specific data (other than that publicly available) from the DSRIP effort thus far be provided to assist in response compilation? If so, when will that be provided?	There is no plan to provide data in addition to those publicly available.
16.	General	To what level do you see actuarial analysis playing a role in the evaluation process?	The role of actuarial analysis has not been specifically considered, but bidders are encouraged to propose this, or any other analysis, that fits within their proposed evaluation plan.
17.	General	Can the state provide a level of effort for this contract?	The state is relying on the expertise of the bidders to make this determination.
18.	General	Are there any contractor precluded from this evaluation (e.g., 1115 federal waiver evaluators, DSRIP design contractors)?	Please see answer to question 6.

19.	General	Would the state consider awarding this as a cost plus fixed fee type contract? If no, please clarify if this is a fixed unit price or time and materials bid.	The state will not consider this. The bidder shall incorporate all costs into the milestones set forth in Attachment C.
20.	Section 2.0: Overview	Please verify the funding source will be all, or in part, the federal government through Centers for Medicare and Medicaid Services (CMS). If this assumption is incorrect, specify the funding source(s) for this procurement.	This is correct. Federal funds will be administered by New York State.
21.	Section 3.0: Scope of Work	Since each PPS is implementing a number of projects in 3 domains, is the interest primarily to understand differences between PPSs or differences between domains of projects? ○ Particularly for focus groups, is the interest in focus groups by PPS or by project domain? ▪ Is the expectation that focus groups will be conducted with all PPSs or with a sample of PPSs? How would the sample be selected (e.g. representation by region, etc.)?	The interests are not in differences in PPSs per se, but in differences between adopting domains of projects vs. not, e.g., comparing PPSs that address diabetes care to those that do. Also of interest is comparing PPSs that undertake different projects to produce the same outcomes, e.g., improved asthma care. Though proposed evaluation plans must include qualitative methods, focus groups are not specifically required, but are one of a number qualitative methodologies that may be used. Methodology may include sampling or inclusion of all PPSs.
22.	Section 3.1 Performance Standards/Expectations	*"To what extent did PPSs achieve health care system transformation?"* Does NYS already have measures in place to assess transformation (P4P or P4R)?	Domain 2. System Transformation Metrics and other relevant metrics are provided in STC Attachment J.
23.	Section 3.1: Performance Standards/Expectations	*"To what extent did PPSs achieve health care system transformation?"*	There is no specific methodology that is required to assess health care system transformation.

		Is a gap-to-goal methodology employed to assess system transformation?	
24.	Section 3.1: Performance Standards/Expectations	In Section 3.1, the statement is made that "Proposals for the DSRIP evaluation must contain" the subsequent elements listed. Will DOH please elaborate on any preferred format and method to address these requirements?	There is no preferred format to address these requirement. The "Project Narrative/Evaluation Plan" section (p.23 of the RFP) of the technical proposal should reflect the inclusion of a time series design, qualitative analysis, and comparative analysis.
25.	Section 3.1.1: Time Series Design	In Section 3.1, "1. Time Series Design," the statement is made that "proposals must include analysis for testing" subsequently listed hypotheses. Is DOH requesting methodology or approach when using the word "analysis" in the request?	While the inclusion of a time series design is required by CMS under the STC's, there is no specific method of statistical analysis that is being requested. Bidders are encouraged to propose, and provide a rationale for, what they feel is appropriate in the context of their plan.
26.	Section 3.1.2: Qualitative Analysis	*"Qualitative information obtained from DSRIP planners, administrators, providers, and beneficiaries is expected to play a vital role in the DSRIP evaluation. Qualitative methods should be incorporated into DSRIP evaluation proposals for two broad purposes:"* Will DSRIP planners, administrators, providers, and beneficiaries be aware of this evaluation? If so, is participation in focus groups and/or interviews mandatory?	While beneficiaries (i.e., patients) cannot be required to participate, DOH and PPS staff involved in DSRIP implementation would be expected to cooperate with DSRIP evaluation activities.
27.	Section 3.1.2: Qualitative Analysis	For (pg. 7, 2.Qualitative Analysis, 2.), does "conducting a PPS case study" mean that qualitative data will be collected and analyzed for each PPS on an ongoing basis, resulting in 25 unique "case studies"?	It is expected that qualitative information will be obtained at the PPS level for inclusion in the annual PPS reports, described on p. 10 of the RFP.
28.	Section 3.1.2: Qualitative Analysis	For survey components, are electronic surveys permitted?	The use of surveys, in general, is not a requirement, but if surveys are included as part of a bidder's proposed plan,

		○ Are there particular participants types expected to be surveyed (e.g. PPS administrators, providers, and/or patients)? ○ Will we have access to patient e-mail addresses in order to administer electronic surveys? If not, what access will we have to patients for survey purposes? ○ What is the expectation regarding sampling for patient feedback (e.g. overall sample, sample per PPS, or samples from different project domains/strategies)?	electronic surveys are permitted with appropriate confidentiality safeguards. If the use of surveys is proposed, this may include any types of participants as appropriate for the evaluation plan. It is anticipated that the selected bidder would work with the PPSs and/or health plans to contact patients. There is no specific expectations or requirements for sampling for patient feedback. Bidders should include this in their proposed methodology.
29.	Section 3.1.2: Qualitative Analysis	Although patients are mentioned in the first purpose (pg. 7, 2. Qualitative Analysis, 1.), I am not sure that patients have insight on the facilitators and barriers of financing of programs (Pay for reporting & pay for performance)? ○ Is the primary participants of interest in data collection on pay for reporting & pay for performance, administrators and providers? ○ Is the primary voice/information sought from patients referring to their experience and satisfaction with services?	That is correct. Insights on pay for reporting/performance would be obtained from administrators and providers, while issues of care experience, including satisfaction, would be obtained from patients.
30.	Section 3.1.2: Qualitative Analysis	(pg. 7, 2. Qualitative Analysis, 1.) "identify issues that are characteristic of particular strategies or projects"…this would be challenging to determine through qualitative means, as there are between 125-250 projects (25 PPSs/5-10 projects each). What are the expectations in obtaining data by project in the qualitative analysis?	It is expected that comparisons would be made between groups of PPS employing vs. not employing the same strategies or projects, rather than an analyzing the efficacy of each individual project within each PPS. There are no specific expectations with respect to obtaining qualitative data by project. Bidders are encouraged to propose an

			approach that is reasonable in the context of their overall evaluation plan.
31.	Section 3.1.2: Qualitative Analysis (Purpose 2)	Are the PPS case-study evaluations to be conducted for all PPSs or a subset of them annually? If a subset, is there a desired or expected number?	It is expected that PPS-level information will be generated for all PPS's for inclusion in the annual PPS reports, described on p. 10 of the RFP.
32.	Section 3.1.2: Qualitative Analysis	In Section 3.1, "2. Qualitative Analysis," there is a reference to "case study evaluation" in the second paragraph. Could DOH please elaborate on the parameters for satisfactory case studies?	Case study evaluation, in this instance, carries no expectation beyond qualitative analysis at the PPS level on the issues described.
33.	Section 3.1: Performance Standards/Expectations (Pages 7-8: Measures and Available Data)	Second paragraph in the "Measures and Available Data" subsection states, "Given public health law and/or data use agreements that govern access to these data, bidders for the Independent Evaluator should be aware that obtaining access may require substantial time and effort, which should be considered when developing the evaluation timeline." Please provide more precise information about the time it takes to receive (1) data from SPARCS and (2) Medicaid claims data once applications to use these data are submitted.	While the time involved, including completion of applications/paperwork and processing time, may vary depending upon the specific dataset in question, generally speaking, access would tend to take weeks, rather than months.
34.	Section 3.1: Performance Standards/Expectations (Pages 7-9: Measures and Available Data)	Are all datasets besides the US Census directly available from NYDOH?	All datasets except for US Census and individual-level medical record data are available from NYSDOH. Additionally, the availability of Vital Statistics birth data is governed by public health law and as such, would be available from NYDOH without identifying information.
35.	Section 3.1: Performance Standards/Expectations (Pages 7-9: Measures and Available Data)	Will the state make available the data specifically mentioned in the RFP (SPARCS, Medicaid Claims, CAHPS, etc.) and other data requested such as Potentially Preventable Emergency Room Visits and Potentially Preventable Readmissions, for the full, required timeline (5 years pre and post DSRIP)?	While Attachment K of the RFP discusses a 5-year pre-and post-DSRIP timeframe in an interrupted time series design, it should be noted that bidders are free to propose time frames appropriate for their designs. All data available from NYSDOH will be available for the full

			project timeline. However, some data sources, e.g., eBRFSS, are not available every year. Measures and metrics such as PPV and PPRs and others described in the DSRIP Measure Specification and Reporting Manual and in STC Attachment J documents will be available only from the initiation of DSRIP, but not for prior years. Bidders proposing the use of these measures outside of this time frame, or the use of any additional measures, should anticipate the need to conduct the programming involved.
36.	Section 3.1: Performance Standards/Expectations (Pages 8: Measures and Available Data)	The RFP states "Given public health law and/or data use agreements that govern access to these data, bidders for the Independent Evaluator should be aware that obtaining access may require substantial time and effort, which should be considered when developing the evaluation timeline." Can you provide an estimate of the time required to obtain access? For example, would it take several weeks or months?	Please see response to question 33.
37.	Section 3.1: Performance Standards/Expectations (Pages 8: Measures and Available Data)	The RFP says NYDOH is working to link Medicare and Medicaid claims through an external entity. Will these linked data be available through OHIP, or will the contractor have to obtain both sets of data and link ourselves?	The awardee will be able to gain access to the linked Medicaid and Medicare data.
38.	Section 3.1: Performance Standards/Expectations (Pages 8 and 9: Measures and Available Data)	Will the NYS data (e.g. NYS Medicaid data and PPS medical records data) be provided at no cost, and for the other data sets (e.g. MDS and Medicare) should the Independent Evaluator include data costs (with cost estimates from ResDAC) in the proposed budget?	NYS data will be available at no cost to the contractor. While sampled medical record data are available at the PPS level from the time of DSRIP initiation, if the bidder proposes to collect additional medical record data, it would be at cost

			and should be reflected in the bidder's cost proposal.
39.	Section 3.1: Performance Standards/Expectations (Pages 8 and 9: Measures and Available Data)	Should purchase of data (listed on pages 8-9) or data licensing fees be included in the offeror's cost budget?	Please see answer to question 38.
40.	Section 3.1: Performance Standards/Expectations (Pages 8 and 9: Measures and Available Data)	Can the various NYS data sets be linked at the individual level, including SPARCS, NYS Medicaid, and the PPS medical records data? In addition, can these data sets be linked at the individual level to CMS data sets, including Medicare and MDS data?	Data can be linked at the individual level, though consistency of available identifiers between datasets may vary, and as noted in the response to question 38, medical record data prior to DSRIP implementation are not available at the individual level unless the awardee proposes the collection of such data.
41.	Section 3.1: Performance Standards/Expectations (Page 8-First Full Paragraph)	There are several mentions in the RFP regarding the time consuming nature of gaining access to these data sources. Can the Department provide more guidance about which data sources they anticipate taking the longest to obtain?	Please see answer to question 33.
42.	Section 3.1: Performance Standards/Expectations (Page 8-Top)	Given that NYS DOH will hold the DUA (data ownership), will the department obtain data prior to the project start data in order to accelerate data acquisition for the research team?	It is recommended that the selected bidder begin the process of accessing data shortly after the contract is finalized. NYSDOH will make every effort to facilitate this process.
43.	Section 3.1: Performance Standards/Expectations (Page 8)	Can the state provide guidance involving access to the Medicaid data set including the specific data agreements (DEAA) and the expected timeframe for approval, and will any preference be given to applicants who already have access to these data for other initiatives?	While bidder's experience with Medicaid, and other data, will be evaluated, preference will not be given based on current access to Medicaid data.

44.	Section 3.1: Performance Standards/Expectations (Page 9-Bottom)	Do medical records from the PPS' require separate DUA's with each PPS, or will these data be made available to the evaluator through the NYDOH?	Please see answer to question 38.
45.	Section 3.1: Performance Standards/Expectations (Page 9-Bottom)	How often will updated medical record data from the PPSs be available to the Independent Evaluator? What will be the timing of the data or the lag between the reported medical event and our receipt of the data by the Independent Evaluator?	Please see answer to question 38.
46.	Section 3.1: Performance Standards/Expectations (Page 9-Bottom)	Are the medical records data that are provided by the PPSs at the individual level, or are they aggregated numerator and denominator measures of the required metrics? If at the individual level, are they complete medical records or only the data fields required to produce the metrics?	Please see answer to question 38.
47.	Section 3.1: Performance Standards/Expectations (Page 9), and Attachment F (Paragraph F)	In addition to the data sources that are available through the NYS DOH, can NYS DOH help the independent evaluator procure other dataset (e.g. MDS and Medicare data from CMS)?	Please see answer to question #34.
48.	Section 3.1: Performance Standards/Expectations (Page 9), and Attachment F (Paragraph F)	Will the evaluator be provided with the spreadsheet or database, which appears at http://www.health.ny.gov/health_care/medicaid/redesign/dsrip/pps_map/index.htm and contains information about the PPSs?	Yes, the evaluator will be provided with this information.
49.	Section 3.2.1: Interim Evaluation Report	*"Final Interim Report Due to CMS June 30, 2019"* Is there a baseline report due prior to the Interim Evaluation Report?	No specific baseline report is required, though such information would be included in the annual statewide reports, one of the deliverables described on p.10 of the RFP.

50.	Section 3.2: Tasks/Deliverables	What role, if any, will CMS play in this activity, including whether the consultant will be expected to coordinate in any fashion with CMS, beyond the referenced elements in on Page 10 of the RFP?	CMS will review and approve the interim and summative evaluation reports. While CMS's agenda could change, as of this time, it is not anticipated that coordination with CMS will go beyond that described on p.10
51.	Section 3.2: Tasks/Deliverables (Page 10-Paragraph 5)	States that "*the contractor will, as necessary, participate in meetings/conference calls with CMS pertaining to New York's DSRIP evaluation*." For the purposes of ensuring appropriate budgeting as well as comparability across proposals, how many in-person meetings and how many conference calls should be assumed? If there are in-person meetings, where should we assume they will be held?	It is anticipated that no more than one in-person meeting per year with CMS would be required, and it would likely be in Washington, DC. Any meetings desired by CMS would more typically be conducted via conference all.
52.	Section 3.2: Tasks/Deliverables (Page 10-Paragraph 6)	States that "the contractor will cooperate with any Federal evaluation activities that may be undertaken by CMS." For the purposes of ensuring appropriate budgeting as well as comparability across proposals, what specific activities are contemplated at this time?	As of this date, CMS has not communicated any specific intentions, beyond the fact that they are conducting a national evaluation and that states will be expected to cooperate as needed.
53.	Section 4.1: Minimum Qualifications	The 5th bullet states that bidders must not have any business relationship with any of the PPSs or their participating providers. Is this referencing any business relationship in relation to the entity's DSRIP-related efforts or is it broader?	Please see answer to question 6.
54.	Section 4.1: Minimum Qualifications	I'm e-mailing you both because not sure to whom I should be directing this question. We are (we think) well-qualified to evaluate the NYS DSRIP program, but we are not sure whether we are eligible. Our college is closely related to another organization, which contribute financial support to our Department. However, we are a separate organization. This other organization is a PPS in the NYS DSRIP program. Does the following statement from the RFP mean that we are not eligible?	Please see answer to question 6.

55.	Section 4.1: Minimum Qualifications	Our organization is currently a subcontractor under the Department's CMA contract, managed by Marybeth Conroy. As a subcontractor in this agreement, would that in any way preclude us from bidding?	Please see answer to question 6.
56.	Section 4.1: Minimum Qualification	For clarity, an existing business relationship with either a PPS or any of the hospital providers in the PPS independently would be considered a Conflict of Interest for this RFP? (For example, a business relationship with SUNY Stony Brook would create a conflict of Interest in this RFP because SUNY Stony Brook is part of a PPS? Or similarly, a business relationship with Montefiore Medical Center is grounds for conflict of interest because of their involvement in a PPS?)	Please see answer to question 6.
57.	Section 4.1: Minimum Qualifications	A professor and academic researcher at a large university has no prior or anticipated business relationships with any PPS. It may be the case, however, that other professors, departments, or schools within that university have such business relationships with a PPS or participating provider organization. May the professor, who has no individual business relationships, submit a proposal and be considered for this evaluation, even as faculty within other units of the University have what may be disqualifying business relationships? If such a professor would be eligible for consideration under the above conditions, may the research team include other faculty who have no personal business relationships with a PPS but are affiliated with schools or departments where other faculty do have such relationships?	Please see answer to question 6.
58.	Section 4.1: Minimum Qualifications	If an academic medical center is involved in a PPS, would faculty or researchers from another school that is a part of the same university be disqualified by the "business relationship" conflict clause included in the RFP?	Please see answer to question 6.

59.	Section 4.1: Minimum Qualifications	If academic researchers have undertaken research and analysis projects paid for by health systems involved in a PPS, would this constitute a "business relationship" as referenced in the conflict clause of the RFP?	Please see answer to question 6.
60.	Section 4.1: Minimum Qualifications	We are seeking clarification about eligibility. A. Would you kindly clarify what qualifies as a business relationship with a PPS or their participating providers? B. Could a medical school department affiliated with an academic medical center be considered as separate from the medical center? C. Our organization has many arms. How do you determine what constitutes a business entity? Is it by DUNS number or another method?	Please see answer to question 6.
61.	Section 4.1: Minimum Qualifications	a) Can you elaborate on the term “business relationship”? i. Is the prime contractor excluded if they have a current business relationship (unrelated to DSRIP) with the PPS or one or more of the providers? ii. If another business segment of the prime contractor’s firm has a relationship with a PPS (unrelated to DSRIP) or its member providers are they eligible to apply but the bidding business segment does not?	Please see answer to question 6.
62.	Section 5.5: Minority & Woman-Owned Business Enterprise Requirements	How do NYS Certified MWBEs participate as subcontractors?	A contractor (“Contractor”) on the subject contract (“Contract”) must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. For guidance on how DOH will determine “good faith efforts,” refer to 5 NYCRR

			§142.8. The directory of New York State Certified MWBEs can be viewed at: https://ny.newnycontracts.com. The directory is found in the upper right hand side of the webpage under "Search for Certified Firms" and accessed by clicking on the link entitled "MWBE Directory". Engaging with firms found in the directory with like product(s) and/or service(s) is strongly encouraged and all communication efforts and responses should be well documented. By submitting a bid, a bidder agrees to complete an MWBE Utilization Plan (Attachment F, Form #1) of this RFP.
63.	Section 5.5: Minority & Woman-Owned Business Enterprise Requirements	In Section 5.5, "Business Participation Opportunities for MWBEs," does the proposing contractor need to identify MWBEs as partners in the RFP response, or rather just a plan to incorporate throughout the life of the contract?	The bidder will have to complete the MWBE Utilization Plan with the best of their knowledge at the time of submission.
64.	Section 5.5: Minority & Woman-Owned Business Enterprise Requirements	Could the 30% small business goals be accomplished with out-of-state contractors?	Yes, however they must be a NYS certified MWBE entity. Information on the certification process is available at the following website: http://esd.ny.gov/MWBE/Certification.html
65.	Section 5.5: Minority & Woman-Owned Business Enterprise Requirements	Please confirm our interpretation of this section: Our understanding is that DOH establishes a goal for 30% time utilization for MWBEs, with 15% for MBE and 15% of WBE. The bidder will need to complete the MWBE Utilization Plan and demonstrate good faith efforts to achieve this goal. Is this correct? Selection of MWBE partners are restricted to those as New York State Certified and listed here: https://ny.newnycontracts.com. Is	Part 1. Correct. Part 2. Yes, but credit towards the goal will only be applied if NYS certification is achieved.

		it possible to partner with an entity which is not currently certified but is in the process of seeking certification?	
66.	Section 6.2.E: Technical Proposal Requirements	What is the anticipated annual level of effort for the evaluation?	The state is relying on the expertise of the bidders to make this determination.
67.	Section 6.2.E: Technical Proposal Requirements (e. Staffing)	Section E of the Technical Proposal for staffing has a 5 page limit not including resumes. Is it acceptable to include staff resumes in a technical appendix?	Yes, inclusion of resumes in an appendix is acceptable.
68.	Section 7.0: Proposal Submission	Is it possible to include graphics and table with smaller than 11-point font in the proposal?	See answer to question #69.
69.	Section 7.0: Proposal Submission	Specifies that*, "A type size of eleven (11) points or larger should be used.*" Verify that text in footnotes, endnotes, and text in tables or figures are not subject to this requirement.	Text in footnotes, endnotes, and text in tables or figures are not subject to the requirement.
70.	Section 8.0: Evaluation Process/Criteria	What weighting, if any, will be given to a locally-based team supporting the project lead located at DOH offices?	While bidder capacity to perform the evaluation will be evaluated, as described on p.22 of the RFP, DOH does not require, or have a specific preference for a locally based team.
71.	Attachment C: Cost Proposal	Is there a cap to the percentage of overhead costs (Indirect, Research Foundation charges) that can be charged?	Indirect costs such as overhead fringe, need to be included in the overall price per milestone. This should not be separated out.
72.	Attachment C: Cost Proposal	What is the dollar threshold for an item to be considered an equipment purchase?	Equipment is defined as any non-expendable personal property with the useful life longer than a year and an acquisition cost that exceeds the cost of $5,000.
73.	Attachment C: Cost Proposal	Verify that the contract type is to be Fixed Unit Pricing.	Please see answer to Question 19 above.
74.	Attachment E: Appendix F. Clause C.	On page 64, the RFP states that the contractor shall not place data on any portable device. Please clarify if this applies to media tapes	Media tapes for backup and laptops can be used to process and storage

		for backup and laptops if these devices are used to process and storage information.	information provided they remain in the Continental United States.
75.	Attachment E: Appendix F, Paragraph E and F.	Will the independent evaluator be able to extend the use of the data beyond the end of the period of performance in order to have access during the peer review publication process?	Yes, the data will be available following the project period for reporting of DSRIP evaluation results.
76.	Attachment K: New York DSRIP Evaluation Plan Framework	Did an outside contractor prepare the New York DSRIP Evaluation Plan Framework? If so, 1) what firm or individual and 2) are they precluded from participating in this procurement as a contractor or subcontractor?	The evaluation plan framework (Attachment K) was prepared by NYSDOH.
77.	Attachment K (Page 27 in K)	Will the evaluator have access to the Domain 1 semi-annual report and other core domain 1 metrics? If yes, at what point in the year are they due to the department of health and when would they be available to the evaluator?	The Domain 1 reports are due by the IA quarterly. All reports once approved will be available to the public at the DSRIP website. Posting of each report usually occurs in the months of March, June, September, and December. A PPS Quarterly Reporting and Payment Schedule can be found by using the following link: http://www.health.ny.gov/health_care/medicaid/redesign/dsrip/quarterly_rpt_and_pmt_schedule.htm
78.	Attachment K (Pages 27 and 31 in K)	Are the semi-annual reports on project achievement (page 31 of attachment K) part of the domain 1 semi-annual report (page 27, attachment K) or are they separate reports? If separate reports, would the semi-annual reports on project achievement be available to the evaluator? If so, when would they be available?	They are part of the same report.
79.	Appendix G (Page 30 in K)	The NY DSRIP 1115 Quarterly Report (Nov 2015) mentions July 2016 approval by CMS of a Value Based Purchasing (VBP) Roadmap. Can the evaluator access this roadmap?	The VBP Roadmap is available at the following link: http://www.health.ny.gov/health_care/

			medicaid/redesign/dsrip/docs/vbp_roadmap_final.pdf.
80.	Attachment K (Pages 38 and 39 in K)	Will the Independent Evaluator have access to the data collected as part of program monitoring by the Independent Assessor and the State?	Yes, the Independent Evaluator will have access to these data.
81.	Section 6.2.E. and Attachment L	We would like to request that the requirement for the contractor to enter into a Business Associate Agreement be deleted from this solicitation. We do not believe that the contractor for this task would be considered a HIPAA business associate of NYSDOH because the PHI that NYSDOH will disclose to the contractor will be used for research (i.e., evaluation) purposes, rather than for treatment, payment or operations. The Department of Health and Human Services has provided the following guidance on this issue at http://www.hhs.gov/ocr/privacy/hipaa/faq/business_associates/239.html. "Disclosures from a covered entity to a researcher for research purposes do not require a business associate contract, even in those instances where the covered entity has hired the researcher to perform research on the covered entity's own behalf. A business associate agreement is required only where a person or entity is conducting a function or activity regulated by the Administrative Simplification Rules on behalf of a covered entity, such as payment or health care operations, or providing one of the services listed in the definition of 'business associate' at 45 CFR 160.103." The contractor most likely will receive PHI from NYSDOH for this task; however this information will be obtained and protected under a Data Use Agreement as indicated in the RFP, Section 6.2, Paragraph E.d.5, p. 23.	The Department of Health is unable to agree to this at this time.
82.	Attachment E: Appendix H Requested Revisions	Request to change the first sentence in Section II.C: "*Business Associate agrees to report to Covered Program as soon as reasonably practicable any use or disclosure of the Protected*	This attachment is Department-wide approved language that adequately serves the Department's needs and protects the Department's interest.

		Health Information not provided for by this AGREEMENT of which it becomes aware." To read as: *"Business Associate agrees to report to Covered Program <u>as soon as possible but in no event later than within ten (10) business days of discovery</u> as reasonably practicable any use or disclosure of the Protected Health Information not provided for by this AGREEMENT of which it becomes aware."*	
83.	Attachment E: Appendix H Requested Revisions	Request to add the following under Section II.C.: *"6. Covered Program acknowledges and agrees that this Section C constitutes notice by Business Associate to Covered Program of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to Covered Program shall be required. "Unsuccessful Security Incidents" shall include, but are not limited to, activities such as pings and other broadcast attacks on firewalls, port scans, unsuccessful logon attempts, denials of service, and any combination of the foregoing so long as no such incident results in unauthorized access, use, disclosure, modification or destruction of Protected Health Information.*	Please see answer to Question #81.
84.	Attachment E: Appendix H Requested Revisions	Request to change Section IV.A.: *"A. This AGREEMENT shall be effective for the term as specified on the cover page of this AGREEMENT, after which time all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program; provided that, if it is infeasible to return or destroy Protected Health Information, protections are extended to*	Please see answer to Question #81.

		such information, in accordance with the termination provisions in this Appendix H of this AGREEMENT." To read as: "*This AGREEMENT shall be effective for the term as specified on the cover page of this AGREEMENT, after which time all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program; provided that, if it is infeasible to return or destroy Protected Health Information <u>(including to the extent the Protected Health Information is required to be maintained by Business Associate by applicable law or the professional accounting standards to which Business Associate is subject)</u>, protections are extended to such information, in accordance with the termination provisions in this Appendix H of this AGREEMENT."*	
85.	Attachment E: Appendix H Requested Revisions	Request to change section IV.C.2.: "*In the event that returning or destroying 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 Protected Health Information is infeasible, Business Associate shall extend the protections of this AGREEMENT to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.*" To read as	Please see answer to Question #81.

		"*In the event that returning or destroying the Protected Health Information is infeasible (including to the extent the Protected Health Information is required to be maintained by Business Associate by applicable law or the professional accounting standards to which Business Associate is subject), 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 Protected Health Information is infeasible, Business Associate shall extend the protections of this AGREEMENT to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.*"	
86.	Attachment E: Appendix H Requested Revisions	Request to change first sentence in Section V.B.: *"Business Associate shall indemnify and hold the STATE harmless against all claims and costs resulting from acts/omissions of Business Associate in connection with Business Associate's obligations under this AGREEMENT."* To read as *"Business Associate shall indemnify and hold the STATE harmless against all claims and costs resulting from acts/omissions of Business Associate in violation of Business Associate's obligations under this AGREEMENT."*	Please see answer to Question #81.
87.	Attachment E: Appendix F Requested Revisions	Request to change Section C: *"Contractor shall not place Data on any portable Device unless Device is located and remains with Contractor's CONUS Data Center."* To Read as:	The Department of Health will accept this potential change.

		"Contractor shall not place Data on any <u>unencrypted</u> portable Device unless Device is located and remains with Contractor's CONUS Data Center."	
88.	Attachment E: Appendix F Requested Revisions	Request to change last sentence in Section I.: "*When requested by the Department, the Contractor must certify that all data has been removed from its system/s and removed from backups.* To read as: "*When requested by the Department, the Contractor must certify that all data has been removed from backups to extent of any limitations of Contractors backup systems."*	The Department of Health will not accept this requested revision.
89.	Attachment L: Appendix H Requested Revisions	Request to make same revisions, as outlined in questions 82-86 to Attachment L.	Please see answer to Question #81.
90.	Attachment E: State of NY Agreement Requested Revisions	*"A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT."* Request this to be changed to read: A. CONTRACTOR shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully indemnify and save harmless the STATE from suits, actions, damages and costs of every name and description relating to personal injury and	The Department of Health is unable to accept this request.

		damage to real or personal tangible property and intellectual property 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 arising hereunder due to the negligent act or failure to act of the STATE.	
91.	Attachment E: State of NY Agreement Requested Addition	Request to add Section **VI. Limitation of Liability** (pg. 49) Except as otherwise set forth in the Indemnification Paragraphs above, the limit of liability shall be as follows: *A. CONTRACTOR's liability for any claim, loss or liability arising out of, or connected with the Products and services provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times fees paid.* *B. The STATE may retain such monies from any amount due CONTRACTOR as may be necessary to satisfy any claim for damages, costs and the like asserted against the STATE unless CONTRACTOR at the time of the presentation of claim shall demonstrate to the STATE's satisfaction that sufficient monies are set aside by the CONTRACTOR in the form of a bond or through insurance coverage to cover associated damages and other costs.* *C. Notwithstanding the above, neither the CONTRACTOR nor the STATE shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the STATE, the CONTRACTOR, or by others.*	The Department of Health will not accept this requested revision.