

**New York State Department of Health  
Person-Centered Planning Comprehensive System  
Transformation Statewide Training Initiative  
RFP #: 17625  
Questions and Answers Posted 5/8/2018**

Question #	Corresponding RFP Section	Bidder's Question	Answer
1.	General	Is the RFP looking for only IN-PERSON training, or is this RFP welcoming online learning proposals?	Please see RFP Section 4.0: Scope of Work.  The Contractor will be required to conduct the Learning Institutes in-person and the Regional Trainings both in-person and through webinar.
2.	General	What existing training materials are already in existence for the Learning Institutes and Regional Trainings?	There are no current training materials for the Learning Institutes and Regional Trainings. The Contractor will be required to develop the training materials under the resulting contract.
3.	General	If there are existing training materials, when are we able to have access to them?	Please see response to Question #2.
4.	General	What are the estimated % of changes needed for any existing training materials?	Please see response to Question #2.
5.	General	Are there facilitator resources already in existence that are expected to be hired by the winning contractor?	No.
6.	General	Is there a budget set for this initiative?	There is not a maximum budget set for this initiative.
7.	General	Does the State have a set budget for this project?	Please see response to Question #6
8.	General	Is there an existing LMS with robust reporting features?	No.
9.	General	The structure of the training initiative, including specific phraseology within the RFP, is in near-to-direct alignment to the design of statewide training that was conducted by Michael Smull, Mary Lou Bourne and others under the auspices of Support Development Associates (SDA) and the Learning Community for Person-Centered Thinking. Is it the Department's intent to replicate the SDA model in New York State?	The Department has no intention to promote any one particular model of training.

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10.	General	Are there any firms who are disqualified from bidding due to past involvement with the work or procurement?	No.
11.	General	Can DOH please elaborate on the inclusion of the use of assistive technology in the trainings? Is the goal to ensure the individuals who receive training understand the role assistive technology can play in promoting autonomy and independence of recipients?	One of the Department's goals is to ensure that individuals understand the role assistive technology can play in promoting autonomy and independence of recipients. The Department also seeks to promote knowledge of the availability of various types of assistive technology and how the different technologies can be used.
12.	General	Would the State provide more detail regarding the training and use of assistive technology? For example, what are the technologies, who are the audiences, etc?	Please see response to Question #11.
13.	General	Has the Department established metrics or goals for the transition to PC planning as a tool for HCBS, for example number of providers who have made the transition to PC planning techniques, the number of clients who have established individualized programs of care delivery, cost reduction, etc.?	The Department has not yet established metrics.
14.	General	How does this project interact with other State transformation initiatives, such as Medicaid Redesign Team, DSRIP, etc.?	This project is focused on quality of care in community settings through Medicaid, specifically those rebalancing strategies utilized through Money Follows the Person (MFP). Although all of these initiatives support quality of care, they will operate independently from one another.
15.	General	To what degree will other agencies (OPWDD, OASAS, OMH) be involved in the activities given their own plans to promote Person Centered practices?	The Department may receive input from other state agencies or stakeholders as part of the HCBS Rule Interagency Work Group (see RFP Section 4.1.C: Leadership Meetings).
16.	General	Are the trainings targeted for a set of particular providers such as children health homes, adult health home, HCBS providers etc, or all health care providers in NYS?	Please see RFP Section 4.1.D: Learning Institutes, sub-bullet 2.d (Page 9 of RFP) and Section 4.1.E: Regional Trainings, sub-bullet 2.h (Pages 11-12 of RFP).

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17.	General	Would DOH be open to a cohort based approach where a group of agencies would choose to participate and then all levels of their staff would receive the level of training associated with their job responsibilities?	The Department is not open to a cohort based approach at this time.
18.	General	Will the training target providers who serve a particular age group (ie 0-21) or is it open to providers who serve all ages?	The initiative is targeted at improving quality for those utilizing home and community based long term health care services, and supports populations of any age.
19.	General	The capacity limits in the live training may restrict of the diffusion of the training around the state. What is the state's expectation of the contractor to extend that training to other providers?	The RFP provides an estimated audience size, but does not set capacity limits.
20.	Section 2.1: Introductory Background (Pages 3-4 of RFP)	<p>Per the overview of the initiative in item 2.1 Introductory Background on page 3 of RFP #17625 in which federal regulations pertaining to institutional services and the Home and Community-Based Services (HCBS) Final Rule, the Department states a belief "that wide-spread PC practice enhancement can be achieved through statewide trainings and increased standardization of PC planning processes and tools, across provider types and populations."</p> <p>Person-centered planning and practice, when performed with fidelity to foundational principles, may indicate interests and desires (particularly with regard to community participation, presence and autonomy) well beyond a transfixed menu of options. How does the Department foresee this initiative assisting organizational transformation within the context of this potential conflict?</p>	<p>Please refer to the HCBS Final Rule (<b>Federal Register</b> / Vol. 79, No. 11 / Thursday, January 16, 2014 / Rules and Regulations) which addresses this tension. Please note the following CMS responses to Public Comment:</p> <p>"It is our expectation that during the person-centered planning process and development of the person-centered service plan, all services and support options <b>available</b> (emphasis added) will be articulated and discussed with the individual. States must adhere to the fair hearing requirements at part 431, subpart E for all Medicaid programs," (p. 2989). And, "Some persons with disabilities and their advocates have described the experience of "choice" in long term services and supports as being considerably different than that of a Medicaid beneficiary looking through a list of participating acute or general health care providers. We believe that a person-centered planning process should include providing the individual information about the services and supports relevant to their particular needs and goals," (p. 3007).</p>

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21.	Section 2.1: Introductory Background (Pages 3-4 of RFP)	On page 4 in section 2.1 Introductory Background, the Department provides definition to delineate person-centered terms. In both section A Person-Centered Practice and section C Person-Centered Thinking respectively, the Department references studies and/or research that posit PC practice and planning improves quality of care, health outcomes and reduces health care cost and; that effective PC practice curricula must teach what do as well as what to think. Will the Department please provide citations or resource references to the research and studies that are referenced in these sections?	<p>The Department researched best practices in the field to educate and inform themselves on this effort, this included these references:</p> <p>Claudia Claes., Geert Van Hove., Stijn Vandeveldel., Jos van Loon., and Robert Shalock, "Person-Centered Planning: Analysis of Research and Effectiveness", <i>Intellectual and Developmental Disabilities</i> 48, no. 6 (2010): 432-453, DOI:10.1352/1934-9556-48.6.432. Department of Health and Human Services, and Administration for Community Living, "Person Centered SOTA Call: Part B Operationalizing Person-Centered Planning at a Systems-Level for all HCBS Populations: State Examples &amp; Strategies", PowerPoint slides, last modified, 2016.</p> <p>David Edvardsson., Winblad Bengt., and PO Sandman, "Person-Centered Care of People with Severe Alzheimer's Disease: Current Status and Ways Forward", <i>The Lancet Neurology</i> 7, no.4 (2008): 362-7. DOI: <a href="http://dx.doi.org/10.1016/S1474-4422(08)70063-2">http://dx.doi.org/10.1016/S1474-4422(08)70063-2</a>.</p> <p>Victoria Stanhope., Chuck Ingoglia., Bill Schmelter., and Steven C. Marcus, "Impact of Person-Centered Planning and Collaborative Documentation on Treatment Adherence", <i>Psychiatric Services</i> 64, no. 1(2013): 76-79. <a href="https://www.spokanecounty.org/DocumentCenter/Home/View/3039">https://www.spokanecounty.org/DocumentCenter/Home/View/3039</a>.</p> <p>Janis Tondora., Rebecca Miller., Mike Slade., and Larry Davidson, "Partnering for Recovery in Mental Health: Person-Centered Planning", Oxford, UK: Wiley, 2014.</p>

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			Centers for Medicare and Medicaid Services, "System-wide person-centered planning", (Online PowerPoint). Direct Course, "How MCOs can Improve Outcomes and Reduce Costs of Care for Older Adults and Members with Disabilities", 2.
22.	Section 2.1: Introductory Background (Pages 3-4 of RFP)	Section 2.1 Introductory Background section D, page 4, Person-Centered Learning Organizations, the Department indicates that good PC practice and PC thinking lead to good PC planning. Will the Department please provide the source for this statement? Additionally, what does the Department operationally define as "good" PC practice and "good" PC thinking?	Michael Smull , interviewed by Helen Sanderson Association. <i>Michael Smull – Definitions, What is meant by Person Centered Approaches, Thinking and Planning?</i> November 30, 2009 <a href="https://www.youtube.com/watch?v=tvANuym5VXY">https://www.youtube.com/watch?v=tvANuym5VXY</a> .  Please refer to Section 2.1 of the RFP for the definitions of PC practice and PC thinking.
23.	Section 2.1: Introductory Background (Pages 3-4 of RFP)	Section 2.1 Introductory Background section D, page 4, Person-Centered Learning Organizations, the Department references a recent review of PC training practices in NYS through which it was revealed that training initiatives often "fail to address PC thinking, planning and practice in a coordinated fashion, nor do they provide support or training for the lengthy follow-up coaching needed from leadership trained to ensure that staff implementing plans can sustain PC practice." Will the Department please provide a citation or reference to the review referenced in this section?	Inger Ekman et al., <i>Person-Centered Care – Ready for Prime Time</i> , 249.
24.	Section 2.1: Introductory Background (Pages 3-4 of RFP)	The RFP mentions a review of PC practices that revealed that prior training efforts failed to address PC thinking in a coordinated fashion or to provide needed support and follow-up. What indicators were used to measure these failures?	This was part of an overall review of practices.
25.	Section 3.1: Minimum Qualifications (Page 5 of RFP)	If a vendor has vast experience with PATIENT Centered Medical Healthcare Training, does that equate to experience with PERSON Centered Medical Healthcare Training (understanding that there are differences between the two)?	The bidder is responsible to demonstrate how their experience described in response to Section 3.1 of the RFP meets the minimum qualifications.
26.	Section 3.1: Minimum Qualifications (Page 5 of RFP)	Does the prime contractor need to possess all qualifications listed in Section 3.1, or are the qualifications and experience a combination of prime contractor and subcontractors?	All Minimum Qualifications outlined in Section 3.1 of the RFP must be met by the prime contractor.

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27.	Section 4.0: Scope of Work (Pages 6-12 of RFP)	<p>The articulated Scope of Work pages 6 - 12 under section 4.0. Under 4.1 subsections A. – E, Deliverable Summary/Schedule describe the expected training structure most explicitly from an internal (staff/organizational) perspective utilizing PC Thinking tools. PC Thinking tools are situated within the Learning Community for Person-Centered Planning (TLC PCP) model.</p> <p>Is it the Department's intent that the TLC PCP tools are used for training exclusively? Given that there are a limited number of templates for engaging in active community presence/participation in the PC Thinking toolkit, will the Department support the integration of additional templates and tools particular to supporting training that promotes community-based opportunities and experiences?</p>	<p>The Department relied on research regarding best practices in the field in developing this RFP, however, there is not an intention to promote any one model of person-centered planning.</p> <p>The Department will rely on the Contractor's expertise to determine the inclusion of appropriate templates and tools in the Toolkit/Resource Library.</p>
28.	Section 4.0: Scope of Work (Pages 6-12 of RFP)	Is there any particular model of person centered care that the DOH envisions to be the backbone of the training initiative? E.g. personal futures planning, Planning Alternative Tomorrows with Hope (PATH) or Making Action Plans (MAPS), Essential Lifestyle Planning (ELP), etc?	Please see response to Question #27.
29.	Section 4.1: Tasks/Deliverables, Subsection A. Deliverable Summary/Schedule (Page 6-7 of RFP)	Regarding 4.0 Scope of Work section 4.1.A. Deliverable Summary/Schedule: can delivery of trainings targeting specific groups be provided back to back? For example, can Deliver of In-Person Regional Trainings PC Practice for Managers be conducted on one day and the next day deliver the In-Person Regional Training on Person-Centered Thinking Train-the-Trainer, and so on?	The scheduling of trainings and the accompanying rationale, proposed in response to Section 4.1.A of the RFP is at the discretion of the bidder.
30.	Section 4.1: Tasks/Deliverables, Subsection A. Deliverable Summary/Schedule (Page 6-7 of RFP)	The RFP articulates the Scope of Work beginning on page 6 under section 4.0. Under 4.1 subsection A. Deliverable Summary/Schedule, there is a table that indicates the deliverable and the expected due date and schedule. In the Expected Due Date/Schedule column, minimum training requirements are outlined, including at least one (1) training in each of the nine (9) regions identified in Section 4.1.D.2. Can training be delivered within the same 9 regions after meeting minimum requirements or is it the Department's intention/preference that trainings beyond the nine (9) required within regions be conducted elsewhere? What determines where the remaining trainings should or will be conducted?	<p>The trainings beyond the original nine (9) should also be conducted within the regions identified in Section 4.1.D: Learning Institutes, Subsection 2.a.</p> <p>The Department is relying on the expertise of the Contractor to determine which region the remaining three (3) trainings will be conducted in.</p>

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31.	Section 4.1: Tasks/Deliverables, Subsection A. Deliverable Summary/Schedule (Page 6-7 of RFP)	What are the expected modifications that are anticipated up to 4 times per year?	The Department estimates the need for up to four (4) modifications to the Learning Institute training curricula per contract year and up to four (4) modifications to the Regional Training curricula per topic per contract year based upon feedback received during the trainings.
32.	Section 4.1: Tasks/Deliverables, Subsection A. Deliverable Summary/Schedule (Page 6-7 of RFP)	What is the anticipated length of all deliverables outlined on pg. 7 E Regional Trainings (how many classroom hours for the learners)?	Please see RFP Section 4.1.E: Regional Trainings, sub-bullet 2.h. (Pages 11-12 of RFP).
33.	Section 4.1: Tasks/Deliverables, Subsection B. Person-Centered Practice Toolkit/Resource Library (Page 7-8 of RFP)	Will DOH host the Toolkit/Resource Library as an online resource or should the Contractor budget to host this deliverable on their network/server?	The Department will be responsible for hosting the Toolkit/Resource Library.
34.	Section 4.1: Tasks/Deliverables, Subsection B. Person-Centered Practice Toolkit/Resource Library (Page 7-8 of RFP)	Where will the PC practice toolkit/library be hosted? On the DOH website?	Please see response to Question #33.
35.	Section 4.1: Tasks/Deliverables, Subsection B. Person-Centered Practice Toolkit/Resource Library (Page 7-8 of RFP)	Regarding references to the provision of resources to support the use of assistive technology (subsection 1.b.), is it just the provision of information you are seeking, or the direct provision of assistive technologies themselves?	Please see response to Question #11.

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36.	Section 4.1: Tasks/Deliverables, Subsection B. Person-Centered Practice Toolkit/Resource Library (Page 7-8 of RFP)	Regarding subsection 2.a, could the Department please provide more detail regarding Toolkit accessibility for individuals with age-related visual impairments?	Modification of font size may be necessary.
37.	Section 4.1: Tasks/Deliverables, Subsection B. Person-Centered Practice Toolkit/Resource Library (Page 7-8 of RFP)	General Web-hosting of the content - does the state have a website or learning management system where they will house this information or is the state looking for the vendor to propose a system?	Please see response to Question #33.
38.	Section 4.1: Tasks/Deliverables, Subsection B. Person-Centered Practice Toolkit/Resource Library (Page 7-8 of RFP)	Is the intent for the vendor to create multiple Toolkits/Resource libraries geared toward the four intended audiences outlined in subsection 2.c?	Yes, the intent is for the Toolkit/Resource Library to contain resources geared towards the four intended audiences outlined in subsection 2.c, and for the Toolkit/Resource Library to be organized in a manner that facilitates targeted access by each audience.
39.	Section 4.1: Tasks/Deliverables, Subsection C. Leadership Meetings (Page 8 of RFP)	How long are the Leadership Meetings?	The length of the Leadership Meetings will not exceed one (1) day.
40.	Section 4.1: Tasks/Deliverables, Subsection D. Learning Institutes (Page 8-9 of RFP)	How is the vendor expected to advertise, recruit and register participants for training events? Are there contact lists in existence?	The Department is relying on the expertise of the Contractor to propose a plan to effectively advertise, recruit, and register participants for the training events identified in the RFP.



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41.	Section 4.1: Tasks/Deliverables, Subsection D. Learning Institutes (Page 8-9 of RFP)	Are these participants able to register through the LMS or do they have to be manually registered?	Please see response to Question #40.
42.	Section 4.1: Tasks/Deliverables, Subsection D. Learning Institutes (Page 8-9 of RFP)	Will the vendor be expected to include printing expenses in the estimate?	Yes. The Contractor will not be reimbursed for any cost incurred outside of the pricing provided in their Attachment C: Cost Proposal.
43.	Section 4.1: Tasks/Deliverables, Subsection D. Learning Institutes (Page 8-9 of RFP)	What are the expectations of the scheduling of the Learning Institutes?	Please see response to Question #40.  Please see RFP Section 4.1.D: Learning Institutes, sub-bullet 2. (Pages 9-10 of RFP).
44.	Section 4.1: Tasks/Deliverables, Subsection D. Learning Institutes (Page 8-9 of RFP)	Do the Learning Institutes need to be completed within certain months/timeframe?	The Contractor will be required to conduct at least twelve (12) Learning Institutes, six (6) per year, with at least one (1) Learning Institute being conducted within each of the (9) regions identified in the RFP across the State.  Please see RFP Section 4.1.D: Learning Institutes, sub-bullet 2. (Pages 9-10 of RFP).
45.	Section 4.1: Tasks/Deliverables, Subsection D. Learning Institutes (Page 8-9 of RFP)	Is there a desired number of trainers requested for in-person Learning Institutes?	No, this should be determined by the Contractor based on their expertise.

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46.	Section 4.1: Tasks/Deliverables, Subsection D. Learning Institutes (Page 8-9 of RFP)	What State stakeholders (e.g., OHIP DLTC, OPWDD, OMH, OASAS, OCFS) will be involved in curriculum development and review? To what extent is the vendor responsible for coordinating among these stakeholders?	<p>Please see Section 4.1.C of the RFP for the involvement of the HCBS Rule Interagency Work Group. The Interagency Workgroup is comprised of agency representatives from the Department of Health (DOH), Office for People With Developmental Disabilities (OPWDD), Office of Mental Health (OMH), Office of Alcoholism and Substance Abuse Services (OASAS) and Office of Children and Family Services (OCFS).</p> <p>The Contractor is not responsible for coordinating among stakeholders outside of the requirements stated in Section 4.1.C of the RFP.</p>
47.	Section 4.1: Tasks/Deliverables, Subsection D. Learning Institutes (Page 8-9 of RFP)	Will the vendor be responsible for selecting the location of the Learning Institutes, or has the Department already identified preferred sites for the trainings in all 9 locations?	<p>The Contractor will be required to secure and provide locations for each learning institute.</p> <p>Please see RFP Section 4.1.D: Learning Institute, sub-bullet 2.b. (Page 9 of RFP).</p>
48.	Section 4.1: Tasks/Deliverables, Subsection D. Learning Institutes (Page 8-9 of RFP)	Subsection 2.d. states 20 – 30 people will be present at each Learning Institute – who is responsible for determining which individuals are selected to attend if more than 30 people express interest in any given Learning Institute?	Please see RFP Section 4.1.D: Learning Institute, sub-bullet 1.d. (Page 9 of RFP). The Contractor will be response to “Advertise, recruit, and register participants for the training events described in 4.1.D.2.”
49.	Section 4.1: Tasks/Deliverables, Subsection D. Learning Institutes, and E. Regional Trainings (Page 8-12 of RFP)	Will the State be able to offer locations for the learning institutes and regional trainings, or will the vendor be expected to research and procure banquet space?	Please see response to Question #47 and RFP Section 4.1.E: Regional Trainings, sub-bullet 1.f (Page 10 of RFP).
50.	Section 4.1: Tasks/Deliverables, Subsection D. Learning Institutes, and E. Regional Trainings (Page 8-12 of RFP)	Does the proposer need to assume the cost of training locations in their cost proposal?	Yes. The Contractor will not be reimbursed for any cost incurred outside of the pricing provided in their Attachment C: Cost Proposal.

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51.	Section 4.1: Tasks/Deliverables, Subsection D. Learning Institutes, and E. Regional Trainings (Page 8-12 of RFP)	Will the contractor need to provide any bilingual trainers for either the Learning Institutes or Regional Trainings? If so, please provide detail on the number of total trainings that will require bilingual trainers?	No. The trainings are to be provided in English.
52.	Section 4.1: Tasks/Deliverables, Subsection D. Learning Institutes, and E. Regional Trainings (Page 8-12 of RFP)	Will the contractor need to provide sign language interpreters or closed captioning for any trainings or other meetings? If so, please provide detail on the anticipated number of total trainings that will require sign language interpreters or closed captioning?	<p>The Contractor is expected to comply with applicable statutes and rules related to access to public accommodations for persons with disabilities, including sign language interpreters and/or closed captioning when needed.</p> <p>Please see Amendment I to RFP.</p> <p>As this is a new endeavor, a number of trainings requiring sign language interpreters or closed captioning is currently unknown.</p>
53.	Section 4.1: Tasks/Deliverables, Subsection D. Learning Institutes, and E. Regional Trainings (Page 8-12 of RFP)	Can the contractor host the recruiting and sign up website on its own server or must all online material be made available through the DOH servers/websites?	Please see response to Question #48.
54.	Section 4.1: Tasks/Deliverables, Subsection D. Learning Institutes, and E. Regional Trainings (Page 8-12 of RFP)	What State staff are expected to join the Manager and Train the Trainer trainings? Only DOH or also from other agencies?	State staff from the Department of Health, the Office for People with Developmental Disabilities, the Office of Mental Health, the Office of Children and Family Services, and/or others may attend the trainings offered under this initiative.

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55.	Section 4.1: Tasks/Deliverables, Subsection D. Learning Institutes, and E. Regional Trainings (Page 8-12 of RFP)	The RFP mentions pre- and post-testing for the trainings if necessary. Is some type of formal certification envisioned for the trainers in the train the trainer model?	This is not a requirement. However, bidders are not prohibited from proposing formal certifications as part of their approach.
56.	Section 4.1: Tasks/Deliverables, Subsection E. Regional Trainings (Page 10-12 of RFP)	<p>Please provide more detail regarding the total number of anticipated in-person participants within each region for each of the four primary training target audiences:</p> <ol style="list-style-type: none"> <li>1. Person-Centered Practice for Managers</li> <li>2. Person-Centered Thinking Train-the-Trainer</li> <li>3. Person-Centered Plan Development</li> <li>4. Person-Centered Plan Implementation</li> </ol> <p>Is the Contractor responsible for recruiting a specific number of participants for each training?</p> <p>Should the contractor budget for lunch for the one-day trainings or will participants be expected to provide for their own lunch</p>	<p>For the total number of in-Regional Training participants, please see RFP Section 4.1.E: Regional Trainings, sub-bullet 2.h. (Pages 11-12 of RFP).</p> <p>The Contractor will not be required to provide lunch for the participants and should not budget for such.</p>
57.	Section 4.1: Tasks/Deliverables, Subsection E. Regional Trainings (Page 10-12 of RFP)	<p>We understand, as noted in 2.1.C that DOH is pursuing an approach to training that follows from the stated definition of Person Centered Thinking. Further, we understand as noted in 4.1.E.1.c.iii (and elsewhere) that DOH will retain ownership for all materials produced under the contract.</p> <p>Person Centered Thinking © (PCT), inclusive of training on the concept of 'important to and important for' is a copyrighted curriculum and training, owned by The Learning Community for Person Centered Practices (TLC). Is it DOH's intention that this copyrighted curriculum and training protocol be implemented in New York?</p> <p>If yes, will DOH remove the requirement (stated in 4.1.E.1.c.iii) that ownership of materials used in the training be transferred to the state?</p>	<p>Please see response to Question #27.</p> <p>The Department will retain ownership for all materials created and produced under this contract and is not amenable to changing the configuration of the training requirements as outlined in the RFP.</p>

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		And if yes, is DOH amenable to changing the configuration of training requirements to extend the time for in person training to align with TLC requirements?	
58.	Section 4.1: Tasks/Deliverables, Subsection E. Regional Trainings (Page 10-12 of RFP)	The allocation of training days (1.5 days on site and on webinar training) for Person-Centered Practice for Managers described in section 4.0 item E.i. Regional Trainings, page 11, seems inadequate to equip managers with the tools, skills and technical assistance that may be required to address the 'lengthy follow-up coaching needed...etcetera.' Is the number of days appropriated to this deliverable negotiable within the framework of the allocation of training days?	No. The number of training days is not negotiable and must be consistent with those stated the RFP.
59.	Section 4.1: Tasks/Deliverables, Subsection E. Regional Trainings (Page 10-12 of RFP)	Is the state open to considering proposals that suggest a training program that varies the length of the specific training topics described in section E.2.h (e.g. ½ day or 1 day), including the webinar-based trainings, but is consistent with the overall time investment described across all four training topics?	Please see response to Question #58.
60.	Section 4.1: Tasks/Deliverables, Subsection E. Regional Trainings (Page 10-12 of RFP)	Does the Department foresee the need to modify State regulation, policy or procedures to accommodate the HCBS rule that will affect the training curricula and what is the expected timeframe for completion of these changes?	No.
61.	Section 4.1: Tasks/Deliverables, Subsection E. Regional Trainings (Page 10-12 of RFP)	Is the expectation in subsection h.ii, that training will be under the supervision of a PCP Mentor Trainer?	No.
62.	Section 4.1: Tasks/Deliverables, Subsection E. Regional Trainings (Page 10-12 of RFP)	Regarding expectations for trainings:  Based on our experience, we do not believe that 1 day and ½ day trainings and train the trainers are going to be adequate for the level of systems change desired and the scale of training roll-out. Is there flexibility on these training lengths, or is the state firm in the length of training and length of time it takes to train trainers?	Please see response to Question #58.

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63.	Section 4.1: Tasks/Deliverables, Subsection E. Regional Trainings (Page 10-12 of RFP)	For the webinars and recorded trainings, does the State intend to use those as training going forward? For example, will these be placed on a website as training instead of requiring in-person training?	Yes, the Department will be utilizing the webinar and recorded trainings, as well as the curricula and training materials developed by the Contractor, beyond the term of the contract to further the goals of this initiative.
64.	Section 5.4: Payment (Pages 14-15 of RFP)	If a vendor is already set up to receive electronic payments, can the state confirm whether or not Electronic Payment Authorization forms are required to be submitted with a vendor's proposal?	Electronic Payment Authorization forms are not required to be submitted with the vendor's proposal.
65.	Section 5.4: Payment (Pages 14-15 of RFP)	If a vendor is already set up to receive electronic payments, can the state confirm whether or not a substitute W-9 form is required to be submitted with a vendor's proposal?	A W-9 form is not required to be submitted with the vendor's proposal.
66.	Section 5.5: Minority & Woman-Owned Business Enterprise Requirements (Pages 15-17 of RFP)	Will DOH consider a proposal with MWBE participation defined in the RFP as 30% of the subcontract value evidence of good faith and meaningful participation?	<p>All proposals that meet the minimum qualifications in Section 3.0 will be considered for evaluation.</p> <p>The Department has established a 30% MWBE goal for the overall contract value resulting from this RFP. If a bidder submits a proposal with an MWBE goal less than 30% of the overall contract value, bidders must show evidence of good faith efforts to meet goals in the bidder's submitted MWBE Utilization Waiver Request (Form #2 included in Appendix E: DOH Agreement, Attachment F).</p>
67.	Section 5.5: Minority & Woman-Owned Business Enterprise Requirements (Pages 15-17 of RFP)	According to the RFP, "New York State certified Minority- and Women-Owned Businesses (M/WBE) may request that their firm's contact information be included on a list of M/WBE firms interested in serving as a subcontractor for this procurement. The listing will be publicly posted on the Department's website for reference by the bidding community." Will the State notify all vendors if such a listing is posted subsequent to questions being submitted?	Yes, a listing of MWBEs interested in partnering for this procurement will be posted on the Department's website with the RFP, if applicable.

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68.	Section 5.7: Sales and Compensating Use Tax Certification (Tax Law, § 5-a) (Pages 17-18 of RFP)	<p>According to the RFP, "The successful Bidder must file a properly completed Form ST-220-CA with the Department of Health and Form ST-220-TD with the DTF. These requirements must be met before a contract may take effect. Further information can be found at the New York State Department of Taxation and Finance's website, available through this link: <a href="http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf">http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf</a>."</p> <p>Can the state confirm whether or not the ST 220 CA and the ST 220 TD are required to be a part of a vendor's submission to DOH?</p>	ST-220-CA and ST-220-TD forms are not required to be submitted within the vendor's proposal.
69.	Section 5.9: Subcontracting (Page 18 of RFP)	Can the State confirm if a prime contractor is required to submit the Vendor Responsibility Questionnaire for each of its proposed subcontractors with its bid submittal or if the subcontractors only complete this form after project award?	Subcontractors whose contracts are valued at or above \$100,000 will be required to complete a Vendor Responsibility Questionnaire. Vendor Responsibility Questionnaires for each of a bidder's proposed subcontractors should be included within the bidder's proposal submission, but can be completed after notification of contract award.
70.	Section 5.13: State Finance Law Consultant Disclosure Provisions (Page 20 of RFP)	Can the State confirm whether or not the "State Consultant Services Form A: Contractor's Planned Employment and Form B: Contractor's Annual Employment Report" are required as part of a vendor's proposal submission?	The State Consultant Services Form A: Contractor's Planned Employment and Form B: Contractor's Annual Employment Report are not required to be included within the vendor's proposal submission and can be completed after notification of contract award.
71.	Section 6.1: Administrative Proposal (Pages 22-23 of RFP)	Do Vendor Responsibility Questionnaires need to be completed for proposed subcontractors in addition to the prime contractor?	Please see RFP Section 5.9: Subcontracting and response to Question #69.
72.	Section 6.2: Technical Proposal, Subsection D. Technical Proposal Narrative, Sub-bullet A. (Page 24 of RFP)	Will it be permissible to include individuals in the bid that are posted outside of the US? E.g. as subject matter professionals/consultants.	The inclusion of individuals outside of the United States in this manner would be permissible.

Question #	Corresponding RFP Section	Bidder's Question	Answer
73.	Section 7.0: Proposal Submission (Pages 27-28 of RFP)	Is the inclusion of a transmittal letter acceptable and if so, where should it be placed in a proposal?	A transmittal letter may be submitted with the bidder's proposal, but will not be scored. Bidders may include the transmittal letter within its Administrative Proposal.
74.	Section 7.0: Proposal Submission (Pages 27-28 of RFP)	Does the header/footer requirement apply to all forms?	The header/footer reference stated in Section 7.0: Proposal Submission, sub-bullet 1. is not a requirement, but should be used as a guide to bidders on format.
75.	Section 8.3: Technical Evaluation (Pages 28-29 of RFP)	Can you provide a breakdown of how the various parts of the Technical proposal and RFP requirement contribute to the 70% score?	<p>Technical Proposals will be scored based upon the content requested in Section 6.2: Technical Proposal.</p> <p>The specific weighting of each evaluation criteria will not be divulged at this time by the Department.</p>
76.	Section 8.8: Award Recommendation (Page 29 of RFP)	<p>Per Section 8.8 (Page 29) of RFP # 17625, are the terms and conditions outlined under Section Y of Appendix D (Confidentiality Clauses) in Attachment E (Page 57) negotiable?</p> <p>"The awarded Bidder(s) will enter into a written Agreement substantially in accordance with the terms of Attachment E, DOH Agreement, to provide the required services as specified in this RFP."</p>	As part of the Bidder's Certified Statements Attachment A, bidders are required to certify that they accept the contract terms and conditions as set forth in the RFP. 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 as set forth in the RFP without modification should the Department determine that that constitutes the best interests of New York State.
77.	Attachment B: Proposal Document Checklist (Page 33 of RFP)	Can the state confirm that Attachment B: Proposal Document Checklist is for vendor's reference only and does not need to be included in a vendor's proposal submission?	Attachment B: Proposal Document Checklist is for vendor's reference only and does not need to be included within the vendor's proposal submission.
78.	Attachment B: Proposal Document Checklist (Page 33 of RFP)	The order of the contents in the Administrative Proposal as shown under Section 6.1 on pages 22-23 of the RFP is not the same as the order on Attachment B. Can the state confirm that vendors should follow the order as shown under Section 6.1 (i.e. submitting Attachment A, Attachment H and Attachment D in that order)?	Vendors should submit the documents of the Administrative Proposal in the order identified in Section 6.1: Administrative Proposal.



Question #	Corresponding RFP Section	Bidder's Question	Answer
79.	Attachment C: Cost Proposal (Pages 34-35 of RFP)	What is the budget for the work? Is there an anticipated spend profile (proportionately) that you are expecting between the four categories of deliverables?	Please see response to Question #6.  The Department is relying on the bidder to determine an anticipated spend per deliverable as part of its best-valued approach.
80.	Attachment C: Cost Proposal (Pages 34-35 of RFP)	Has the state established a budget amount for this scope of work and if so, what is that figure?	Please see response to Question #6.
81.	Attachment C: Cost Proposal (Pages 34-35 of RFP)	For deliverables that may have a variable cost (e.g. training institutes delivered in different geographical locations) will you accept an anticipated fee range rather than a fixed "Deliverable Price Per Unit"?	No. Please see RFP Section 6.3: Cost Proposal.  The Cost Proposal shall comply with the format and content requirements as detailed in this document and in Attachment C. Failure to comply with the format and content requirements may result in disqualification.
82.	Attachment D: References (Page 36 of RFP)	Can additional references be submitted for subcontractors related to the Preferred Experience?	Additional references related to a subcontractor's preferred experience will not be evaluated.
83.	Attachment E: DOH Agreement, Appendix D: General Specifications (Pages 51-60)	We would request that the following clause is added to the resulting contract:  A. <b>Limitation of Liability.</b> Notwithstanding anything else in this contract to the contrary, including all attachments, the liability of the Contractor on account of any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the services performed under the Contract shall be limited to the amount of fees paid or owing to the Contractor under the Contract. In no event shall the Contractor be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, rule, regulation or tort	The Department will not agree to this addition.

Question #	Corresponding RFP Section	Bidder's Question	Answer
		(including but not limited to negligence) or otherwise, and shall survive contract termination or expiration.	
84.	Attachment E: DOH Agreement, Appendix D: General Specifications (Pages 51-60)	<p>We would request that the following clauses are added to the resulting contract:</p> <p>A. <b>Ownership.</b> Upon full and final payment to Contractor under the Contract, Contractor assigns and grants to DOH, title in the tangible items specified as deliverables or work product in Contract (the "Deliverables") and any copyright interest in the Deliverables; provided that if and to the extent that any Contractor property is contained in any of the Deliverables ("KPMG Property"), Contractor hereby grants DOH, under Contractor's intellectual property rights in such KPMG Property, a royalty-free, non-exclusive, non-transferable, perpetual license to use such KPMG Property solely in connection with DOH's use of the Deliverables. Contractor acknowledges that it shall obtain no ownership right in Confidential Information of DOH. In addition, DOH acknowledges and agrees that Contractor shall have the right to retain for its files copies of each of the Deliverables and all information necessary to comply with its contractual obligations and applicable professional standards.</p> <p>B. <b>Use of Vendors.</b> DOH acknowledges and agrees that in connection with the performance of services under the Contract, Contractor and its Member Firms, in their discretion or at DOH's direction, may utilize the services of third parties within and outside of the United States to complete the services under the Contract. DOH further acknowledges and agrees that Contractor-controlled parties, member Firms of KPMG International, and other third party service providers (collectively, "Vendors") may have access to Confidential Information from offshore locations, and that the Contractor uses Vendors within and outside of the United States to provide at Contractor's direction administrative or clerical services to Contractor.</p>	Please see response to Question #76.

Question #	Corresponding RFP Section	Bidder's Question	Answer
		<p>These Vendors may in the performance of such services have access to DOH's Confidential Information. Contractor represents to DOH that with respect to each Vendor, Contractor has technical, legal and/or other safeguards, measures and controls in place to protect Confidential Information of DOH from unauthorized disclosure or use. Contractor shall be responsible to DOH for Contractor-controlled, member Firms or Vendor's failure to comply.</p> <p>C. <b>Disputes.</b> The parties agree that any dispute or claim arising out of or relating to the Contract or the services provided thereunder shall first be submitted to non-binding mediation as a prerequisite to litigation. Mediation may take place at a location to be designated by the parties using the Mediation Procedures of the International Institute for Conflict Prevention and Resolution, with the exception of paragraph 2 (Selecting the Mediator). If, after good faith efforts, the parties are unable to resolve their dispute through mediation within ninety (90) days after the issuance by one of the parties of a request for mediation, then the parties are free to pursue all other legal and equitable remedies available to them. Nothing herein shall preclude Contractor from filing a timely formal claim in accordance with applicable [insert State] law provided, however, that Contractor shall, if permitted, seek a stay of said claim during the pendency of any mediation. Either party may seek to enforce any written agreement reached by the parties during mediation in any court of competent jurisdiction.</p> <p>D. <b>Export Control.</b> Contractor and DOH acknowledge and agree that each shall comply with all applicable United States export control laws and regulations in the performance of each party's respective activities under the Engagement Letter. DOH shall not provide Contractor, or grant Contractor access to, (a) information (including technical data or technology), verbally, electronically, or in hardcopy, (b) software or (c) hardware, that is controlled for</p>	

Question #	Corresponding RFP Section	Bidder's Question	Answer
		<p>export by the United States government under the Arms Export Control Act of 1976, Export Administration Act of 1979, the International Traffic in Arms Regulations ("ITAR"), Export Administration Regulations ("EAR"), Department of Energy Part 810 Regulations or Nuclear Regulatory Commission Part 110 Regulations, except information, software or hardware that is classified as EAR99 under the EAR.</p>	
85.	<p>Attachment E: DOH Agreement, Appendix D: General Specifications, Section W: Contract Insurance Requirements (Pages 54-55 of RFP)</p>	<p>In the first paragraph, second sentence. Please consider deleting "which certificate or certificates shall state that the policies shall not be changed or canceled until thirty days written notice has been given to the Department." Our policies include this clause but this is not on our certificates.</p> <p>In item b. ii and iii, please consider deleting "or by its subcontractors, including omissions and supervisory acts of the State."</p>	Please see response to Question #76.
86.	<p>Attachment E: DOH Agreement, Appendix D: General Specifications, Section Y: Confidentiality Clauses (Page 57 of RFP)</p>	<p>Per the requirements outlined under Section Y of Appendix D (Confidentiality Clauses) on Page 57 of RFP # 17625, would it be possible to add language identical to Article IV (Additional Contractor Obligations, Representations and Warranties), Section G (Publicity) Subsection 3 of the State of New York Master Contract for Grants – copied below in its entirety – to the DOH Agreement?</p> <p>"Confidential Information" would be limited to personally identifiable information relating to individuals who may receive services, and their families, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Agreement and in conformity with applicable provisions of State and Federal law.</p> <p>Article IV. Section G, Subsection 3 (State of New York Master Contract for Grants): "Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than</p>	Please see response to Question #76.

Question #	Corresponding RFP Section	Bidder's Question	Answer
		<p>Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof."</p>	
87.	<p>Attachment E: DOH Agreement, Appendix D: General Specifications, Section Y: Confidentiality Clauses (Page 57 of RFP)</p>	<p>In paragraph 4 we propose the addition of the following sentence, "Contractor is authorized to maintain a copy of all information necessary to comply with its contractual obligations and applicable professional standards."</p>	<p>Please see response to Question #76.</p>
88.	<p>Attachment E: DOH Agreement, Appendix D: General Specifications, Section FF: Conflicts of Interest (Page 59 of RFP)</p>	<p>In item 1, should the reference to Exhibit A actually be Attachment O?</p>	<p>The referenced document in this section is Attachment L: Vendor Assurance of No Conflict of Interest or Detrimental Effect. This document is also referred to as an Exhibit A.</p>

Question #	Corresponding RFP Section	Bidder's Question	Answer
89.	Attachment F: M/WBE Required Forms (Pages 74-83 of RFP)	In the instructions for Form #1 it states, "The second page of the form should list the MWBE certified firms that the vendor plans to engage with on the project and the amount that each certified firm is projected to be paid." Can the state confirm if it is acceptable to include these dollar figures in this portion of the administrative proposal as it will indicate the vendor's total bid amount outside of the cost proposal?	It is acceptable to include these dollar figures in this portion of the Administrative Proposal.