



# Department of Health

C043068

## Training Services for New York Application Assistors and Local Departments of Social Services

*Questions and Answers Posted June 9, 2026*

Question #	Corresponding RFP Section	Question	Answer
1.	General	Subject to applicable statutory requirements, would the State be willing to negotiate a reasonable limitation of liability for claims arising out of or related to the products and services provided under the contract, limited to direct damages and capped at an amount not to exceed the total contract value (TCV), exclusive of any renewal terms, and further provide that neither party shall be liable for any consequential, indirect, or special damages of any kind arising directly or indirectly from such performance?	Yes, see Amendment #3.
2.	General	Would the Department be willing to negotiate a reasonable and mutually agreeable equitable adjustment or change order process to address changes in scope, assumptions, or circumstances that materially impact performance or cost?	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP,

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			without modification, should the Department determine that that constitutes the best interests of New York State.
3.	Section 2.0	Can the Department clarify whether Presumptive Eligibility Assistors and NYSOH Assistors are also in scope? Are there other groups of Assistors or users not elaborated in the RFP?	<p>Yes- the Department can confirm that Presumptive Eligibility Assistors and NY State of Health Assistors are in scope.</p> <p>Please refer to Section 4.0 "Scope of Work" for a list of the applicable audiences in scope at this time</p>
4.	Section 4.0	Will the Department consider granting the Contractor a non-exclusive right to reuse generalized training methodologies and non-confidential materials developed under the contract?	No, please see Section 5.9 Intellectual Property that explains that any work product created pursuant to this RFP and the Contract awarded hereunder and any subcontract shall become the sole and exclusive property of the Department, which shall have all rights of ownership and authorship in such work product.
5.	Section 4.0; Attachment B	The RFP states that estimated quantities may be revised and that the Contractor must accommodate requested revisions to the training schedule. Please confirm whether Attachment B estimated quantities represent guaranteed minimums, planning estimates only, or maximum expected volumes for pricing purposes.	The annual estimated quantities provided in Attachment B: Cost Proposal are maximum expected volumes.
6.	Section 4.0–4.1.3; Attachments C, E, F	Would DOH consider a travel/logistics model where it would directly reimburse the Contractor for actual expenses incurred in connection with travel and lodging expenses for trainees? Or alternatively, where the trainees would pay for these expenses and DOH would reimburse the trainees directly?	No, an alternative model will not be considered.

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7.	Section 4.0–4.1.3; Attachments C, E, F	Please confirm whether costs required to deliver the trainings—including venue/facility rental and setup, laptops and other hardware, software, and training materials—will be reimbursed by DOH	These costs are not reimbursed Individually and must be included as part of the all-inclusive bid price included on Attachment B: Cost Proposal and vouchered for as described in RFP Section 4.7, Payment.
8.	Section 4.0, Section 4.1.2 .v, Section 4.1.3 B and C	What is the anticipated MECM release schedule during the contract term and will the contractor have access to a MECM training or test environment to develop training materials?	<p>Please see section 2.1.2 Medicaid Transformation for information regarding the MECM release schedule.</p> <p>Beginning in September 2025, certain consumers aged 65 and over or those under 65 with Medicare could apply for Community Medicaid without Long Term Care through the MECM system. This began with new applicants through an MECM certified assistor or through the Call Center. Also in September 2025, NY State of Health transferred a group of consumers who were maintained in NY State of Health due to the suspension of transfers to the Local Departments of Social Service during the Public Health Emergency to be renewed in December 2025.</p> <p>January 2026, began the first of many monthly transfers from the Local Departments of Social Service into MECM. In February 2026, NY State of Health began monthly and daily transfers of consumers from NY State of Health into MECM due to consumers transitioning from the Modified Adjusted Gross Income to non-Modified Adjusted Gross Income category due to turning 65 or beginning to receive Medicare. In June 2026, MECM will be able to process Presumptive Eligibility for Pregnant Consumers through</p>

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			<p>Presumptive Eligibility Assistors. During this time, some consumers will be referred to the Local Departments of Social Service or to NY State of Health if they do meet the criteria to apply in MECM, are not eligible for the programs available in MECM, or if they are in need or a higher level of care.</p> <p>In 2027 and beyond, The Department of Health will bring all other non-Modified Adjusted Gross Income Medicaid cases from the Local Departments of Social Service (including Managed Long Term Care enrollees, Health and Recovery Plan enrollees, Medicaid Buy-In for Working People with Disabilities program participants, nursing home residents, and others) and all other Modified Adjusted Gross Income Medicaid cases from the Local Departments of Social Service (including Family Planning Benefit Program, Foster Care cases, and others) onto MECM.</p> <p>Yes, access to a MECM training or test environment can be made available to the awarded vendor to assist with training development.</p>
9.	Section 4.1.1.B	Section 4.1.1.B requires all posted online training materials to be Section 508-compliant. Does the Department also require WCAG <b>conformance</b> , and if so, at what version and level (e.g., WCAG 2.1 AA, WCAG 2.2 AA)?	The Department expects the vendor to comply with the standards as described in Section 4.1.1.B. All posted online training materials must be Section 508-compliant.
10.	Section 4.1.1.C	Section 4.1.1.C references participant access via "any private or public computer, tablet or mobile device." Please clarify whether responsive web	The Department prefers a responsive web-design, however, it is not required.

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		design is the expected mobile experience, or whether a native mobile application is required or contemplated.	A mobile application is not required.
11.	Section 4.1.1	Is multi-language support (e.g., Spanish) required or expected for any portion of the LMS interface, training content, or supporting communications?	No. It is expected that all training materials would be available in English.
12.	Section 4.1.1 A	Would the Department consider smaller class sizes, 10-30 participants, as opposed to 10-50 participants to ensure better alignment with training best practices?	Please refer to Section 4.1.1.A that says classes can vary in size from 10-50 participants. Please see Attachment F for recommended class sizes for each training modality.
13.	Section 4.1.1.D	Section 4.1.1.D requires that archived webinars be maintained for viewing throughout the contract term. Approximately how many archived webinars currently exist that would need to be hosted at contract start, and what is the average file size and total storage footprint?	Two self-paced pre-recorded training webinars are currently archived. Please see Attachment B: Cost Proposal for additional information on required quantities of self-paced pre-recorded trainings during and after the contract.
14.	Section 4.1.1 D	Could reasonable limits be placed on the timeframe in which recorded trainings are hosted on the Learning Management System to prevent uncontrolled re-use of outdated course materials by trainees?	The Department has internal policies in place to ensure the training and course materials are not outdated.
15.	Section 4.1.1 C, Section 4.1.3 I	Would the Department allow participants to opt out of receiving printed materials?	Yes, trainees are allowed to opt out of receiving printed materials, but the Department requires the vendor to prepare and be able to provide printed materials for the total attendees for in-person classroom trainings.

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16.	Section 4.1.3	What is the Department's desire to update and/or revise existing curriculum based on leading practices?	This information is not relevant to the submission of proposals for this RFP.
17.	Section 4.1.3	What transition plan is in place with the incumbent relating to existing training materials and files in the appropriate formats, e.g. SCORM files, to be able to move into the new vendor's LMS? Will the source files also be available (e.g. Adobe Captivate, Articulate Storyline)?	The Department will provide all source files in their existing format.
18.	Section 4.1.3 - B	Can the Department share the number and location of the in-person classroom trainings which were delivered in calendar year 2025?	A total of four (4) in-person classroom training sessions were held in 2025. This includes one 4-Day Advanced Chronic Care training in Rochester; one 7-Day New Worker training in Rochester; one 4-Day Chronic Care training in Albany; and one 7 Day New Worker training in Albany.
19.	Section 4.1.3 - B	Can the Department share the results of the most recent year's training needs assessment survey?	<p>The most recent training needs assessment will be shared with the vendor upon execution of the contract.</p> <p>The Training Needs Assessment survey completed in preparation for the year 2026, indicated the following needs for the year:</p> <p>New Worker - 88</p> <p>Chronic Care – 58 Advanced Chronic Care – 75</p> <p>TA Documentation Requirements - 87</p> <p>TA eMedNY: HIPP &amp; MIPP Cost Analysis – 83</p>

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			<p>TA Excess Income – 85</p> <p>TA Immigration Eligibility - 88</p> <p>TA Medicaid Continuations for SSI - 81</p> <p>TA Medicaid Savings Program - 83</p> <p>TA Real Property - 81</p> <p>TA Resource Analysis - 67</p> <p>TA Resource Attestation - 74</p> <p>TA Retirement Income and Annuities - 93</p> <p>TA Self-Employment - 94</p> <p>TA Spousal Impoverishment – 79</p> <p>TA SSI-Related Budgeting - 83</p> <p>TA Transfer of Assets - 69</p> <p>TA Trusts - 101</p> <p>MECM Read-Only Training - 285</p> <p>These responses account for 67% of total recipients surveyed. This needs assessment is used to prepare a calendar of training offerings and does not reflect the actual volume of individuals trained and/or trainings that were held. The results of the survey are subject to change over time.</p>

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20.	Section 4.1.3 - B	As the modernization continues and roles/responsibilities are increasingly centralized and standardized, how does the Department expect to utilize this contract for the design, development and delivery of training on operational processes and expectations?	See section 4.1.3.B which speaks to how changes in legislation, regulations, policies, guidance or training evaluation data will impact this contract.
21.	Section 4.1.3.i; Section 4.6	Please confirm whether the Contractor is expected to migrate all existing LMS content, learner records, training histories, completion certificates, archived webinars, assessment data, and user accounts from the current contractor's platform into the new LMS, or only post Department-provided current materials going forward.	No, the Contractor is not required to maintain previous learner records.
22.	Section 4.0; Section 4.1.3.i-C	Please identify the volume and format of existing online training assets to be provided by the Department, including source files, authoring tools, SCORM/xAPI/AICC packaging if applicable, video files, assessment banks, PowerPoint files, PDFs, and editable design files.	The Department will provide all source files in their existing formats. The volume will be considerable. Please see section 4.0 to see the required courses that will be included in the files.
23.	Section 4.1.1	Does the Department have a preferred webinar and virtual training platforms? Will this be provided by the Department or is it the vendor's responsibility?	<p>No, the Department does not have a preference in regard to which platform is used for virtual trainings.</p> <p>The Contractor is required to provide any webinar and training platforms suggested for use.</p>
24.	Section 4.1.3.i; Section 4.7.F–G	Should bidders include LMS software licensing, hosting, help desk support, account management, storage, cybersecurity controls, reporting, and all learner access costs entirely within the Website Development and Website Maintenance line items,	See RFP section 4.7 G.

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		or may any LMS-related costs be allocated to individual training deliverables?	
25.	Section 2.1.2; Section 4.1.2.vi	Please provide the anticipated MECM implementation roadmap, wave schedule, and expected timing for new or revised MECM-related training during the contract term, including any known system-release cadence.	Please see response to Question #8.
26.	Section 4.1.3	Please clarify the Department's expectations regarding the implementation timeline for the contractor to have fully functional and accessible systems, trainings, policies, and procedures in place following OSC contract approval. The current 30, 60, 90-day requirements includes substantial start-up activities, including standing up a fully functional LMS, establishing user access and account management procedures, migrating or transferring files from the current LMS, creating the reference library, developing online registration processes, establishing waitlist and cancellation policies, supporting policy-related training updates, and arranging training venues and delivering training. Given the level of effort and resources required to complete these activities, would the Department consider allowing a phased transition period of up to six months for full implementation and operational readiness, with mutually agreed interim milestones?	The Department believes the timelines outline in the procurement are reasonable. The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
27.	Section 4.1.3.A.i	Does the Department have any preferred, pre-approved, or required LMS platforms, or is the choice of LMS at the Contractor's discretion subject to Department approval?	No, the Department does not have a preference in regard to which platform is used for the Learning Management System. must adhere to the guidelines outlined in Section 4.1.3.A.i and be approved by the Department.
28.	Section 4.1.3.A.i	Please clarify the relationship between the "dedicated website" and the "Learning	The Department does not have a preference regarding the dedicated website and

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		Management System" as referenced throughout Section 4.1.3.A.i. Are these intended to be a single integrated platform, or two separate systems? If two systems, please describe the expected integration between them.	Learning Management System being two separate systems or one integrated platform. The Contractor should describe their approach to these items as described in RFP Section 6.2.4.1.3.
29.	Section 4.1.3.A.i; 4.6	In the event of a new Contractor award, please describe the expected scope of data migration from the existing system. Specifically, please clarify whether the following must be migrated to the new platform: (a) user accounts and credentials, (b) historical completion records and certificates, (c) archived webinars, (d) reference library materials, (e) reporting history.	See response to Question #21.
30.	Section 4.1.3.A.i	Is the Learning Management System expected to integrate with any existing NYS DOH or NY State of Health systems, including but not limited to: (a) NY State of Health, (b) the Medicaid Eligibility Client Management (MECM) system, (c) NYS identity or single sign-on services, (d) the Medicaid Reference Guide? If yes, please describe the expected nature of these integrations.	No, it is not expected that the Learning Management System be integrated with any of the mentioned systems.
31.	Section 4.1.3.A.i	What is the expected volume, file types, and maximum file size requirements for the file transfer function described in Section 4.1.3.A.i (e.g., training video files, large PDF binders, content exports)?	The Department will provide the vendor with all electronic files maintained by the current vendor. This could include video files, pdf documents, etc. This would not include any paper documentation. Maximum file size may vary. Should an abnormally large file size be presented, the Department will make accommodations to ensure acceptance.
32.	Section 2.1; Section 4.1.3.A.i	Please provide the expected total registered user base and peak concurrent user load anticipated over the contract term, across all training audiences (Assistors, Medicaid Eligibility Client Management Assistors, LDSS staff, Facilitated Enrollers,	During the year 2025, approximately 6,000 trainees registered for, participated in, and or

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		Qualified Providers, Administrative Law Judges, and any others).	<p>completed a training provided under this contract.</p> <p>Please note that this estimate is a sum of individuals that have interacted with the Learning Management System by training modality but is not limited to unique trainees. Individuals who participated in more than one training could be counted more than once.</p> <p>The count of concurrent users is not available at this time.</p>
33.	Section 4.1.3.A.i; Section 4.7.F	The RFP requires the website and LMS to be operational within sixty (60) days of notification of Office of the State Comptroller contract approval. If a new LMS must be procured, configured, integrated, and security-reviewed within this window, please clarify whether the Department has flexibility on this timeline or whether use of a commercially available platform that can be deployed within sixty (60) days is implicitly required.	The Department believes the timelines outline in the procurement are reasonable. The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
34.	Section 4.1.3.C	Will other vendors working on NYS health insurance programs or enrollment centers be made available to the winning bidder to support development/revision of related training content/curricula?	If required, communication between the selected vendor and existing contractors working on the project will be facilitated by the Department.
35.	Section 4.1.3.C	Can you clarify that offshore resources may be utilized for the delivery of the services as long as they will not have access to any confidential or sensitive department data?	Pursuant to Appendix F of the New York State Contract, Attachment 8 of this RFP, all Department data shall remain in the Continental United States (CONUS). Any

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			Data stored, or acted upon, must be located in data centers in the CONUS. Services which directly or indirectly access Data may only be performed from locations within CONUS.
36.	Section 4.1.3.C	For new curriculum development, will the Department provide finalized policy content, subject matter experts, source documentation, and system screenshots/training environment access before the Contractor's development timeline begins?	Yes, the Department will make every attempt to provide information to the selected vendor ahead of time to aid in planning and development.
37.	Section 4.1.3.C.vi; Section 4.7	Please clarify how the 5% penalty for unmet curriculum timelines will be calculated: 5% of the specific delayed deliverable, the monthly invoice, all outstanding deliverables, or another amount. Please also confirm that delays caused by Department review, content changes, or unavailable SMEs will not trigger the penalty.	The 5% penalty for unmet curriculum timelines will be 5% of the specific delayed deliverable. Delays caused by the Department review, content changes, or unavailable SMEs will not trigger the penalty.
38.	Section 4.1.3.D	What proportion of the traditional classroom-style training courses are currently being conducted at LDSS or other public facilities, as opposed to private venues paid for by the contractor? Does the Department anticipate a significant change in this proportion under the new contract?	Historically the majority of classroom-style trainings have been held at a private site and occasionally at a Local Department of Social Service office or a public facility.  Please refer to RFP Section 4.1.1.A and 4.1.3.D for location requirements.
39.	Section 4.1.3 - D	Will the department provide information about training locations/facilities used by the incumbent, including whether the locations were suitable or unsuitable for continued use?	See response to question #38. Information regarding the suitability of prior locations is not relevant for submission of a proposal in response to this RFP.
40.	Section 4.1.3.E; Section 4.3.6.F; Section 4.7.H	Please provide historical annual volume for trainee hotel nights, mileage reimbursements, and round-trip transportation reimbursements for LDSS classroom trainings, by training type and region if available.	In 2025, the Department reimbursed the contractor for 271 nights of trainee hotel stay. We also reimbursed the contractor for \$5194.65 of parking/mileage/toll reimbursement in 2025. We also reimbursed

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			<p>the current contractor \$0 for round trip transportation reimbursements in 2025 (train/bus/taxi), but we will be processing charges in this category in 2026.</p> <p>Please see the Cost Proposal for maximum allowable annual cost associated with mileage and travel cost.</p>
41.	Section 4.1.3 - E	Will the department provide information about hotels that have been used by the incumbent, including whether the locations were suitable or unsuitable for continued use?	See response to question #38. Information regarding the suitability of prior locations is not relevant for submission of a proposal in response to this RFP.
42.	Section 4.1.3.F; Section 4.7	If a scheduled classroom training is canceled by the Department after the Contractor has incurred non-refundable venue, printing, shipping, or hotel costs, will those documented costs be reimbursable, or does the “no payment for canceled courses or incurred expenses” clause apply regardless of cancellation cause?	<p>Please see Section 4.1.3 DEVELOPMENT, ADMINISTRATION AND APPROVAL OF TRAINING COMPONENTS F. Cancellation of Scheduled Sessions with Resultant Costs Incurred by Contractor</p> <p>There will be no payment to the Contractor for canceled courses or for any related incurred expenses.</p>
43.	Section 4.1.3 F	Could a waiver be submitted if the minimum requirement of 10 people is not reached.	No, a waiver is not permitted. If a course is offered but the minimum class size is still not attained, the Contractor must proceed following guidance in Section 4.1.3.F. for cancellation policies.
44.	Section 4.1.3 H	Will any other groups attending in-person training (Assistors/Navigators) require the vendor to provide	At this point, only the LDSS New Worker, LDSS Chronic Care, and LDSS Advanced Chronic Care are offered in-person.

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		hotel accommodation and/or travel reimbursement (mileage, parking, etc.) for these groups?	However, if the need arises, the vendor would be responsible for developing and delivering any content in a variety of formats, with Department direction, collaboration, and approval.
45.	Section 4.1.3 I	Would the Department please verify that only the New Worker, Chronic Care, and Advanced Chronic Care trainings would require printed materials?	At this point, only the LDSS New Worker, LDSS Chronic Care, and LDSS Advanced Chronic Care are offered in-person. In-Person courses are the only courses that required printed materials. However, if the need arises, the vendor would be responsible for developing and delivering any content in a variety of formats, with Department direction, collaboration, and approval.
46.	Section 4.1.3 I	Will any other groups attending in-person training (Assistors/Navigators) require printed materials?	See Answer to Question # 45.
47.	Section 4.1.3 - I	Is the Department open to redesigning its classroom training materials to improve usability and learner experience (PDF documents, knowledge management opportunities)?	This information is not relevant to the submission of proposals for this RFP.
48.	Section 4.1.7 A	<p>Regarding this term: <i>There will be no payment to the contractor for canceled courses or any incurred expenses.</i></p> <p>Could a mutually agreed-on cancellation policy be established? For example if the Department requests to cancel a class, can the contractor request reimbursement for expenses incurred in preparing for and setting up the class?</p>	<p>Please see Section 4.1.3 DEVELOPMENT, ADMINISTRATION AND APPROVAL OF TRAINING COMPONENTS F. Cancellation of Scheduled Sessions with Resultant Costs Incurred by Contractor</p> <p>There will be no payment to the Contractor for canceled courses or for any related incurred expenses.</p>
49.	Section 4.2	Does the Department expect a project team (described at minimum as Project Director; Senior Training Staff; Training Staff; and Information Technology and Learning Management System	Yes.

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		Technical Staff) to be staffed continuously for the duration of the contract?	
50.	Section 4.2, Pages 29-30 Section 4.8, Page 38	Can the Department clarify the process and timeline for subcontractor approval to ensure no disruption to project staffing?	Subcontractors that are included in the bid proposal will be assessed and approved during the evaluation and award process. Subcontractors that are added during the contract agreement, will be reviewed and approved by program staff and the OHIP Admin contracts unit after conducting a Vendor Responsibility Review.
51.	Section 4.4; Section 4.5	Beyond the linked NYS ITS policies and standards, are there additional security frameworks the Contractor must comply with (e.g., NIST SP 800-53, HITRUST, SOC 2, FedRAMP)? Please specify the framework and required level if applicable.	If the contractor will take possession of PII/PHI data, then they must meet CMS ARC-AMPE security standards (CMS ARC-AMPE is based on NIST 800-53 Rev 5 security controls at the moderate impact level). If other data types are needed such as FTI or SSA, then additional security controls will be required.
52.	Section 4.4; Section 4.5	Please confirm the data residency and hosting requirements for the LMS and supporting infrastructure. Specifically, is hosting in a FedRAMP-authorized commercial cloud environment acceptable, or are there New York State-specific data residency, hosting, or sovereignty requirements that must be met?	If the contractor will take possession of PII/PHI data then the application and infrastructure must both meet CMS ARC-AMPE security standards (CMS ARC-AMPE is based on NIST 800-53 Rev 5 security controls at the moderate impact level). If other data types are needed such as FTI or SSA, then additional security controls will be required. All data must be hosted and processed within the United States.
53.	Section 4.5	Would DOH consider modifying this section's notification requirements to those agreed upon by the parties in the resultant BAA?	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the

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54.	Section 4.5	Would DOH consider deleting the requirement to provide DOH with Contractor’s data confidentiality plans as these are considered “confidential and proprietary” to Contractor?	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
55.	Section 4.5	Will the awarded Contractor be required to complete a NYS DOH or NYS ITS Security Assessment, System Security Plan (SSP), or similar review prior to launch, and if so, what is the typical timeline and documentation scope for that assessment?	If the contractor will take possession of PII/PHI data then the application and infrastructure must both meet CMS ARC-AMPE security standards (CMS ARC-AMPE is based on NIST 800-53 Rev 5 security controls at the moderate impact level). If other data types are needed such as FTI or SSA, then additional security controls will be required. Contractors must provide a third-party assessment showing their solution meets the NYS DOH security requirements. NYS DOH must approve the security posture of the solution before the contractor can access the data.
56.	Section 4.5; Section 6.2.4.4; Section 6.2.4.5	Would DOH considering limiting privacy and security policies to those that are applicable to Contractor in the performance of its Services and provided to Contractor prior to start of Services?	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the

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57.	Section 4.6	For a new Contractor scenario, please describe the level of cooperation that will be required of the incumbent Contractor during the transition period. Specifically, will the incumbent be required to provide access to current platform data, content exports, and configuration details to support the transition?	Requirements of transition are stated in RFP Section 4.6.
58.	Section 4.7; Attachment B – Cost Proposal	Attachment B allows bidders to enter separate unit prices for Year 1 and Years 2–5, but the RFP does not clearly state whether pricing may change in renewal years. May bidders propose different unit pricing for Year 1 versus Years 2–5, or should pricing remain the same across all contract years?	The Cost Proposal is structured in such a way that the bidder can supply one cost for year one and one cost that must remain the same for years 2-5.
59.	Section 4.7	We request that the phrase “to the Department’s Satisfaction” be changed to “as required in the Contract”.	See Amendment #3.
60.	Section 4.7	Payment of invoices is dependent on completion of deliverables to the Department's satisfaction according to the specifications in Section 4.0 Scope of Work, but this section does not include clear acceptance standards for deliverables. Will the Department agree to specify a limit on the number of revision cycles and the duration of review time for deliverables, beyond which a deliverable is deemed accepted?	The acceptance standards of deliverables are defined throughout Section 4.0. The Department is not willing to commit to a limit on number of revision cycles.
61.	Section 4.7.F; Section 4.7.G	The Cost Proposal structure includes a one-time "Website Development" fee and a yearly "Website Maintenance" fee. Please clarify the expected scope of "Website Development" relative to LMS configuration, customization, and integration work. Specifically, does "Website Development" include	Website Development would be inclusive of the website and Learning Management System development.

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		LMS implementation, or is the LMS treated as a separate cost component?	
62.	Section 4.7 G.1	Are costs associated with maintaining Section 508 compliance and other applicable website accessibility standards included within the website maintenance scope and pricing?	These costs could be included in website maintenance. There is no separate item for reimbursement of costs associated with 508 compliance, specifically.
63.	Section 4.8	If the Contractor's solution includes a third-party commercial LMS platform delivered as Software-as-a-Service (SaaS), would the LMS vendor be considered a subcontractor for purposes of Section 4.8, or would the LMS license be treated as a commercial product procurement not subject to subcontractor approval requirements?	The costs to procure the product would be included in the website development and website maintenance costs. This company would not need to be a subcontractor.
64.	Section 4.10	We assume that is a WBE or MBE responds as a prime, then they can "self count" for the required 15% of either the women owned goal or the minority owned goal. Please confirm that this is correct.	Confirmed.
65.	Section 4.10	Is NYS DOH only allowing NYS certified M/WBE to qualify for the M/WBE goals?	Yes, only New York State certified MWBEs will be considered for utilization towards the established goals.
66.	Section 4.10	How will NYS DOH confirm or verify that NYS certified firms are being utilized on this contract?	See section 4.10 of Appendix M for requirements for Bidders to submit a utilization plan and the requirement to attempt to utilize in good faith the MWBEs identified on the utilization plan.
67.	Section 4.10	Will NYS DOH allow the prime vendor to reduce M/WBE utilization via a waiver? If so, why would this be allowed?	See section 4.10 of Appendix M for information regarding waiver request submission in relation to this procurement.
68.	Section 4.10	How will NYS DOH enforce the use of NYS certified firms on this contract?	The Department monitors utilization in compliance with the requirements set forth in New York State Executive Law, Article 15-A.

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69.	Section 4.10	If NYS DOH is measuring certified M/WBE utilization on this contract is the data/reports publicly available and where is it located?	This information is not relevant to the submission of proposals for this RFP.
70.	Section 5.9	Would DOH consider clarifying that Bidders would retain ownership of any. Intellectual property created prior to, or separately from, the services they provide, plus any tools used in the performance of the services?	Please see response to Question #4.
71.	Section 6.1.6	Is NYS DOH encouraging the use of NYS business? Meaning businesses that are established and headquartered in NYS	Yes, the utilization of NYS businesses is encouraged. Each bidder is required to submit an Attachment 6, Encouraging Use of New York State Businesses in Contract performance.
72.	Section 6.1.6	How will NYS monitor the use of NYS business entities?	See response to question #71.
73.	Sections 6.1.12 and Section 6.1.13	Can you please clarify and confirm that forms that indicate they need to be submitted by a "successful bidder" do not need to be included on the proposal response, and will only be provided by the chosen contractor after award?	Yes, that is correct.
74.	Section 2.0; Section 4.0; Section 6.2.4.1.3.i	Please clarify the expected annual level of effort, update frequency, average page volume, source format, and review/approval process for administrative maintenance and revision services for the Medicaid Reference Guide.	Please refer to Attachment B - Cost Proposal for maximum allowable quantities. The Cost Proposal allows for 4,600 revision services hours per year.
75.	Section 6.1.9; Sections 8.1–8.4	Please provide the Technical Proposal scoring breakdown or relative weighting among the technical proposal sections, including organizational experience, training modalities, LMS, staffing, reporting, IT/security, transition, and diversity practices.	See Section 8.1 General Information The Technical Proposal and compliance with other RFP requirements (other than the Cost Proposal) will be weighted 70% of a proposal's total score and the information contained in the Cost Proposal will be

Question #	Corresponding RFP Section	Question	Answer
			weighted 30% of a proposal's total score. [e.g., 70% Technical, 30% Cost] The granular level detail of the scoring within the Technical Proposal Evaluation will not be divulged to bidding community.
76.	Section 6.2.4.2.A	Can the Department clarify how the staffing plan (to include title, responsibility, type of staff, and location of staff) will be used in the performance of <i>audits</i> ? There are no references to audits or auditing in section 4.0 Scope of Work or section 4.2 Staffing.	See Amendment #3.
77.	Section 6.2.4.2.E	Can the Department clarify how the staffing plan-- which includes references to the process for ensuring contractor staff are appropriately trained-- and training protocol for consistency purposes will be used among <i>audit staff</i> ? There are no references to audits or auditing in section 4.0 Scope of Work or section 4.2 Staffing.	See Amendment #3.
78.	Section 7.0	Can you please clarify if you would like the Cost Proposal submitted in Excel or as a pdf?	Please see Amendment #3.
79.	Section 7.0	Please confirm 49 is not significant in this sentence: "Submit a complete Proposal via email to: OHIPcontracts@health.ny.gov with the subject "Offer RFP C043068and Training Services for New York Application Assistors and Local Departments of Social Services". Include, as attachments to the email, three complete distinct PDF files 49 labeled "Administrative Proposal", "Technical Proposal" and "Cost Proposal"...."	Please see Amendment #3.
80.	Section 7.0; Attachment B	Should bidders submit Attachment B – Cost Proposal as a standalone Excel file in addition to the Cost Proposal PDF, or should it be embedded within the Cost Proposal PDF submission?	Please see response to Question # 78.

Question #	Corresponding RFP Section	Question	Answer
81.	Attachments 1, 4, 7, 14 and B	Will the Department please confirm electronic signatures are acceptable on the forms requiring signature?	The Department requires wet ink signatures on all forms requiring a signature.
82.	Attachment B	Given that all prospective vendors will incur and be reimbursed for the same amount, would the State consider pre-populating this field with \$30K or other reasonable estimate of expense for this line item?	<p>The trainee participant lodging and mileage reimbursement will be added to the contract value prior to contract award, but for the purposes of the cost proposal, would not need to be included.</p> <p>Please see Amendment #3 and the Revised Attachment B.</p>
83.	Attachment B	On Attachment B, are the Estimated Annual Quantities CAPPED figures, or can the vendor bill in a greater quantity if the work is required?	<p>The quantities listed in Attachment B are estimates based on existing and anticipated needs.</p> <p>Please refer to Section 4.0 Scope of Work: The contract budget will allow for the flexibility to alter the number and length of sessions in any category to meet training demand. The Contractor must accommodate any requested revision to the training schedule based on the needs of the Department.</p>
84.	Attachment B	In Attachment B, estimated quantities are shown for Year 1 and Years 2–5. Are the quantities shown for Years 2–5 intended to represent annual quantities for each renewal year, or a combined total across all renewal years?	The quantities listed in Column E in Attachment B is the annual allotment.
85.	Attachment B	Are the quantities shown under "New Curriculum Development by Modality" meant to indicate the total number of new courses that the Department projects to need to support the Medicaid Modernization annually during the course of this contract? If so, is the Department open to considering additional trainings to support the ongoing changes of the modernization effort?	Yes. The metric outlined in the Cost Proposal titled "New Curriculum Development by Modality" indicates new training that does not exist and therefore needs to be created. According to Section 4.1.3 of the RFP: DEVELOPMENT, ADMINISTRATION AND APPROVAL OF TRAINING COMPONENTS C. Development/Revision of Training

Question #	Corresponding RFP Section	Question	Answer
			<p>Content/Curriculum</p> <p>Based on changes in legislation, regulations, policies, guidance or training evaluation data, the Contractor will be responsible for developing new or making curriculum updates or revisions to the existing curricula upon Department's written request.</p> <p>This section outlines the process by which the need for new curriculum is communicated to the vendor and also the approval process.</p>
86.	Attachment D	<p>In Attachment D, Project Director Job Description/Summary of Work Activities mentions they will need to provide quarterly and year-end written reports of project activities including written evaluation of training deliveries. In Section 4.3 Reporting under the Scope of Work section, all scoped reporting is on a weekly, monthly, or annual basis. Can the Department clarify what quarterly reporting is in scope under Attachment D, Project Director Job Description/Summary of Work Activities?</p>	<p>Please see Amendment #3 and the revised Attachment D.</p>
87.	Attachment E	<p>Are there any current requirements for yearly policy and/or procedure refresher trainings? Is there a desire to implement such training?</p>	<p>Currently, NY State of Health assistors are required to participate in annual recertification trainings. The Department has traditionally created and delivered these trainings. However, if the need arises, the vendor would be responsible for developing and delivering any content in a variety of formats, with Department direction, collaboration, and approval.</p>

Question #	Corresponding RFP Section	Question	Answer
88.	Attachment E	Would the Department be receptive to offering live virtual trainings or experiences to supplement existing self-paced CBTs?	Yes.
89.	Attachment E	Can the Department provide its preferred training review process and duration for training content review and approval?	See section 4.1.3.C.
90.	Attachment 8, DOH Agreement	As with many other NY State contracts, will the DOH consider adding a commercially reasonable limitation of liability, including a disclaimer of indirect, special and consequential damages?	Please see response to Question #1.
91.	Attachment 8 New York State Department of Health Appendix Section III(C) – Third Paragraph and Section III(G)1.	Would the Department consider providing a reasonable and mutually agreeable opportunity to cure a breach or performance failure within thirty (30) calendar days after written notice, prior to termination for cause?	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
92.	Attachment 8, New York State Department of Health Appendix Section IV(B)4. & IV(C)3(h)	Would the Department consider removing the requirement that the Contractor’s insurance extend coverage to subcontractors, provided that subcontractors are required to maintain their own insurance coverage appropriate to their respective scopes of work, as per Section IV(B)7 p. 7?	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
93.	Attachment 8, New York State Department of Health Appendix	Would the Department consider permitting self-insured retentions or deductibles in excess of \$100,000 where the Contractor demonstrates,	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee,

Question #	Corresponding RFP Section	Question	Answer
	Section IV(B)6	through audited financial statements or other acceptable documentation, the financial ability to pay such deductible or self-insured retention?	within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
94.	Attachment 8, New York State Department of Health Appendix Section IV(C)3(i). & IV(C)3(j)	Would the Department be willing to negotiate the insurance requirements so that: (i) the required contractual liability insurance coverage is limited to bodily injury, personal injury, and property damage, consistent with standard commercial general liability coverage; and (ii) the Contractor's defense and/or indemnification obligations are not required to be insured beyond those same categories of bodily injury, personal injury, and property damage?	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
95.	Attachment 8, New York State Department of Health Appendix Section IV(C)3. & IV(C)4	Would the Department be willing to revise the insurance requirements to allow the State to be included as an additional insured through a blanket additional insured endorsement, rather than being named individually on each policy?	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
96.	Attachment 8, New York State Department of Health Appendix Section J. Indemnification	Subject to applicable statutory requirements, would the Department be willing to negotiate the indemnification obligations so that they are limited to proven direct damages arising from third-party claims?	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.

Question #	Corresponding RFP Section	Question	Answer
97.	Attachment 8, DOH Agreement, Appendix H	<p>Would the Department agree to the following changes in Section V(B)?</p> <p><del>With regards to any breaches of this B.A.A. by Business Associate, which remain uncured as required in Section IV above, Business Associate shall provide indemnify and hold the State with fees for its necessary and reasonable costs for (a) credit monitoring, to the extent necessary an proper under the circumstances, for all persons affected by the breach, for a period not to exceed 18 months, and (b) notifications to all affected persons, to the extent necessary and proper under the circumstances the STATE harmless against all claims, suits, actions, damages, and costs, resulting from, relating to, or arising out of the acts/omissions of Business Associate, its agents, employees, partners and/or subcontractors in connection with Business Associate's obligations under this BAA. Business Associate shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and save harmless the STATE from suits, actions, damages, obligations, and costs, relating to, or arising out of, any breach notification required by 45 CFR Part 164 Subpart D, State Technology Law § 208, and/or any other notifications required by law, caused by any intentional act or omission or negligent act or omission of Business Associate, its agents, employees, partners or subcontractors, without limitation; provided, however, that Business Associate shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act of the STATE.</del></p>	<p>The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.</p>
98.	Attachment 8, DOH Agreement, Appendix H	<p>With regards to Section IV(B), would the Department consider requiring a reasonable cure</p>	<p>The Department reserves the right to negotiate terms of the contract that are non-</p>

Question #	Corresponding RFP Section	Question	Answer
		period, prior to such termination, rather than having such period be completely discretionary?	material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
99.	Attachment 8, DOH Agreement, Appendix X, Sections I(K) and I(L)	Would DOH consider replacing the words “satisfactory “ and “satisfactorily” in these sections, respectively, with objective standards?	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
100.	Attachment 8: DOH Agreement, Appendix X, Section I.M	Can DOH please confirm that any inspection will occur at the DOH’s offices and will be limited to DOH materials?	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
101.	Attachment 8: DOH Agreement, Appendix F	As no Technology is being purchased pursuant to the terms of this Agreement, can DOH delete Appendix F and any reference to it?	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department

Question #	Corresponding RFP Section	Question	Answer
			determine that that constitutes the best interests of New York State.
102.	Attachment 8: DOH Agreement, Appendix X Section III.E	Can DOH delete “to the satisfaction of the Department” and replace with “pursuant to the terms of the Agreement” so as to make the right to stop work objective and based on the terms and conditions outlined in the executed Agreement? Also, with regard to the last sentence in this paragraph, can DOH clarify that the cost will be subject to a “reasonableness” standard?	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
103.	Attachment 8: DOH Agreement, Appendix X, Section III.G.2	Will DOH consider revising this section so that the determination to terminate the Agreement and to remit payment to Contractor is based upon objective standards, such as material compliance with the specifications of the contract, as opposed to subjective termination/payment provisions and also add a dispute right for Contractor related to any remedies?	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
104.	Attachment 8: DOH Agreement, Appendix X, Section IV.A	<p>Would DOH considering modifying the 1st sentence as follows:</p> <p>“Prior to the start of work under this Contract, the CONTRACTOR shall procure at its sole cost and expense, and shall maintain in force at all times during the term of this Contract, insurance of the types and in the amounts as herein below set forth, written by companies authorized by the New York State Department of Financial Services to issue insurance in the State of New York (“admitted” carriers) with an A.M. Best Company rating of “A-” or better <u>or the equivalent rating from another nationally recognized ratings provider</u> or as acceptable to the DEPARTMENT.”</p>	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.

Question #	Corresponding RFP Section	Question	Answer
105.	Attachment 8: DOH Agreement, Appendix X, Section IV.B.3	<p>Would DOH considering modifying the 1st sentence as follows:</p> <p>“CONTRACTOR shall provide <u>an industry standard ACORD Certificate or Certificates of Insurance</u>, in a form satisfactory to the DEPARTMENT, before commencing any work under this Contract.”</p>	<p>The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.</p>
106.	Attachment 8: DOH Agreement, Appendix X, Section IV.B.3	<p>Would the DOH considering modifying the 2nd paragraph as follows:</p> <p>“Unless otherwise agreed, policies shall be written so as to include a provision that the policy will not be canceled, <u>adversely</u> materially changed, or not renewed without at least 30 days prior written notice except for non-payment as required by law to the DEPARTMENT at the address specified above in this paragraph <u>unless replacement coverage meeting the terms and conditions hereunder is obtained without lapse.</u> <del>In addition, if required by the DEPARTMENT, the CONTRACTOR shall deliver to the DEPARTMENT within forty five (45) days of such request a copy of any or all policies of insurance not previously provided, certified by the insurance carrier as true and complete.</del>”</p>	<p>The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.</p>
107.	Attachment 8: DOH Agreement, Appendix X, Section IV.B.3.b	<p>Would DOH consider deleting this provision?</p>	<p>The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of</p>

Question #	Corresponding RFP Section	Question	Answer
			the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
108.	Attachment 8: DOH Agreement, Appendix X, Section IV.B.4	<p>Would the DOH considering modifying the 1st sentence as follows:</p> <p>“Primary Coverage. The liability and protective liability insurance policies shall provide primary and non-contributory coverage to the DEPARTMENT, <u>with respect to the Department’s additional insured status</u>, for any claim arising from the CONTRACTOR’S Work under this CONTRACT, or as a result of the CONTRACTOR’S activities.”</p>	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
109.	Attachment 8: DOH Agreement, Appendix X, Section IV.B.5	Would the DOH considering changing the requirement in the 1st sentence from two weeks to one week?	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
110.	Attachment 8: DOH Agreement, Appendix X, Section IV.B.6	Would DOH consider deleting the first sentence?	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.

Question #	Corresponding RFP Section	Question	Answer
111.	Attachment 8: DOH Agreement, Appendix X, Section IV.C.3	<p>Would DOH consider revising Section IV.C.3 (2nd paragraph) as follows:</p> <ul style="list-style-type: none"> <li>g. premises liability;</li> <li>h. <u>vicarious liability</u> for independent contractors/subcontractors;</li> <li>i. blanket Contractual liability, including tort liability of another assumed in a Contract <u>pursuant to policy terms and conditions</u>;</li> <li>j. defense and/or indemnification obligations, including obligations assumed under this Contract;</li> <li>k. cross liability for additional insureds;</li> <li>l. products/completed operations for a term of no less than 3 years, commencing upon acceptance of the work, as required by this Contract <u>subject to continued commercial availability</u>;</li> <li>m. explosion, collapse, and underground hazards;</li> <li>n. CONTRACTOR means and methods, <u>if applicable</u>;</li> <li>o. liability resulting from Section 240 or Section 241 of the New York State Labor Law; and</li> <li><del>p. Cybersecurity Liability</del></li> </ul>	<p>The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.</p>
112.	Attachment 8: DOH Agreement, Appendix X, Section IV.C.3	<p>Would DOH considering revising the 5th paragraph of Section IV.C.3 as follows:</p> <p>“Policies shall <del>name</del> <u>include</u> the State of New York as Additional Insured <u>with respect to Contractor’s acts or omissions in performance under this Agreement</u>, and such coverage shall be extended to afford Additional Insured status to those entities during the Products/Completed Operations term.”</p>	<p>The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.</p>
113.		<p>Would DOH considering revising the 2nd sentence as follows:</p>	<p>The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee,</p>

Question #	Corresponding RFP Section	Question	Answer
	Attachment 8: DOH Agreement, Appendix X, Section IV.C.4	“Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least one million dollars and shall <del>include name</del> the State of New York as additional insured <u>with respect to Contractor’s acts or omissions in performance under this Agreement.</u> ”	within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
114.	Attachment 8: DOH Agreement, Appendix X, Section IX.A	Can DOH modify so that any timelines are mutually agreed upon by the parties?	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
115.	Attachment 8: DOH Agreement, Appendix X, Section IX.B	Can DOH revise as follows: “The CONTRACTOR will be required to complete the entire work or any part thereof as the case may be, <del>to the satisfaction of the DEPARTMENT</del> in strict accordance with the specifications and pursuant to this Contract.”	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
116.	Attachment 8: DOH Agreement, Appendix X, Section IX.E	Can DOH please confirm that Contractor will retain ownership rights to its proprietary methodologies, methods, processes, or procedures of the Contractor that pre-existed or were developed outside of the scope of the executed agreement?	Section IX.E applies to what is developed by the Contractor under or in the course of performing this Contract. Also see, RFP 5.9 Intellectual Property.
117.	Attachment 8: DOH Agreement, Appendix X, Section IX.J	Will DOH consider changes to the indemnity which have been acceptable and agreed to by many other NY State agencies such as limitations to damages for third party claims for (a) bodily injury and	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

Question #	Corresponding RFP Section	Question	Answer
		physical damage to real or tangible personal property to the extent directly and proximately caused by the vendor, and (b) certain infringements by the deliverables of third party intellectual property rights?	interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
118.	Attachment 8: DOH Agreement, Appendix X, Section IX.K	Would DOH confirm that Section K is limited to third party claims?	Yes.
119.	Attachment 8: DOH Agreement, Appendix X, Section IX.O	<p>Will DOH consider revising as follows:</p> <p><u>“In connection with the performance of the Services under this Contract, CONTRACTOR shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). CONTRACTOR shall be liable for the costs associated with such breach if to the extent caused by CONTRACTOR’S negligent or willful acts or omissions, or the negligent or willful acts or omissions of CONTRACTOR’S agents, officers, employees or subcontractors, except to the extent such actions were undertaken at the express written direction of the State.”</u></p>	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
120.	Attachment 8: DOH Agreement, Appendix X, Section IX.P	As no Technology is being purchased pursuant to the terms of this Agreement, is DOH willing to delete this provision or note that it is inapplicable to the Services being provided by Contractor?	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.

Question #	Corresponding RFP Section	Question	Answer
121.	Attachment 8: DOH Agreement, Appendix X, Sections III.C, III.G.1 and IX.I	Will the DOH consider modifying this section to incorporate the concept of materiality and a cure period with respect to any termination for cause provision?	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.
122.	Attachment 8: DOH Agreement, Appendix X, Sections III.H.1 and III.H.2	<p>Would DOH confirm that payment for all services rendered by Contractor will be paid by the DOH upon termination of the Agreement?</p> <p>Will DOH consider clarifying the Agreement so that it is clear that Contractor will make available to DOH all data, records and reports created by Contractor on behalf of DOH pursuant to the Services therein, upon full payment Contractor for services rendered?</p>	The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, without modification, should the Department determine that that constitutes the best interests of New York State.