



# Department of Health

**RFP #20253**

## **Actuarial Services**

*Questions and Answers Posted August 26, 2024*

Question #	Corresponding RFP Section	Question	Answer
1.	Section 1.0 – Calendar of Events	<ul style="list-style-type: none"> <li>Row 6 of the table, Deadline for Submission of Proposals: May we have an extension?</li> </ul>	No extensions can be granted.
2.	Section 2.1  Section 4.2	Section D.1.i.- D.2.viii. Does the Essential Health Benefits work include the modeling of adding adult dental coverage to the EHB benchmark plan consistent with the Notice of Benefit & Payment Parameters	Yes, this is possible.
3	Section 2.2: Important Information	First paragraph: How soon would the DOH inform vendors of acceptance or rejection of security/contract edits?	As part of Attachment 7, Bidder’s Certified Statements, by submitting a bid, bidders are required to acknowledge and agree that they accept the contract terms and conditions contained in the RFP. NYSDOH has reserved the right to negotiate terms of the contract that are non-material in nature with

Question #	Corresponding RFP Section	Question	Answer
			<p>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 NYSDOH determine that this is in the best interest of New York State.</p> <p>Written Questions that were received prior to the deadline for submission and DOH's Written Responses to the Written Questions, including any qualifications to the RFP, will be posted as set forth in Section 1.0 of the RFP (Calendar of Events) and become part of the RFP and Contract.</p>
4.	Section 3.1: Minimum Qualifications	In the second paragraph, as a Note, it is stated in this section that documentation of credentials must be submitted. Is an American Academy of Actuaries number sufficient? What other documentation would you like to see?	Yes, other documentation that demonstrates valid credentials supporting the membership.
5.	Section 4.0: Scope of Work	In the first paragraph about actuarial services (and in general), what are the major deadline expectations for the task/deliverables in the scope of work outlined in the RFP?	This will be determined on a case-by-case basis in consultation with the selected bidder
6.	Section 4.0: Scope of Work	In the first paragraph about actuarial services (and in general), are there in-person meetings required? How many meetings at the client site are required per year in the RFP? Please provide us with the address where those meetings will take place.	The Department may require limited on site presentations or meetings, to be determined on a case-by-case basis. These meetings would take place at either the DOH offices at 90 Church Street in lower Manhattan, or at the Corning Tower in Albany
7.	Section 4.1: Tasks/Deliverables	In the first paragraph, it is stated that the consultant will incur approximately 2,400 hours of work per year. Is that estimate particular to the 3 studies or	This estimate is for the total number of work hours per contract year. The Department will rely on the expertise of the selected

Question #	Corresponding RFP Section	Question	Answer
		to all the work that might be required (including section 4.3)?	bidder to provide more specific estimates per project.
8.	Section 4.1 Tasks / Deliverables	pg 6 In this section, it refers to the total estimated hours to be 2,400 hours per year. However, this does not match the anticipated hours shown in Attachment B Cost Proposal – which shows a total of 32,000 hours annually across staff levels 1-3 within the template. Can DOH please clarify the estimated hours per year expected under this contract?	See Amendment #1
9.	4.2 Study #1	pg 6 In this section, one of the required tasks states: “Prepare a final report and certification to meet the requirements of the relevant task order.” Can DOH please clarify what is meant to be certified in the context of Study 1?	To the extent that actuarial certification is required regarding any studies, the selected bidder is expected to provide such actuarial certification.
10.	Section 4.2: Studies	General, paragraphs 1 – 5, can you provide an estimated of total hours anticipated for each study outlined in the scope of work, split by the 3 studies?	The Department will rely on the expertise of the selected bidder to provide more specific estimates per project on a case-by-case basis.
11.	Section 4.2: Studies	General, paragraphs 1 – 5, please describe the data the selected proposer can expect to receive (e.g., claims, enrollment data, current formularies, administrative and survey data, benchmarking)?	The selected bidder can expect to receive publicly available data, and the Department will also consider requests for additional data on a case-by-case basis.
12.	Section 4.2: Studies	In Study #3, third paragraph, it states that the vendor will collect and analyze data from individual market carriers and others. Are the carriers required to supply such data to the approved vendor or will this data come through the DOH in their application?	The source of data will be determined on a case-by-case basis.
13.	Section 4.2: Studies	In Study #3, third paragraph, is there an expectation that the proposer would leverage their own proprietary data, data other than what is supplied through this engagement or is publicly available? If so, please describe what data would be expected or advantageous, and in what ways it would be leveraged.	The use of proprietary data or logic models will be considered by the Department on a case-by-case basis.

Question #	Corresponding RFP Section	Question	Answer
14.	Section 4.2: Studies	Section 4.2: Studies In Study #3 or Section 4.3 (Other Deliverables) what type of data does the DOH plan to make available? If the data being sent includes detailed claims data, what is the approximate size of the files or the approximate row count? Sonia	The selected bidder can expect to receive publicly available data, and the Department will also consider requests for additional data on a case-by-case basis.
15.	Section 4.3.2	Sections D.1.i.-D.2.viii. Can DOH add specificity on “Modeling Impact of Federal and State Policy Changes on New York”? Does DOH have a general expectation of how many bills (or regulations) would be analyzed annually? What percentage of the total annual work does the DOH anticipate this type of work being? Is there any expectation this might vary by year?	The Department cannot predict the volume of policies that will need to be modeled, this will likely vary by year. Due to this variation, the Department cannot predict total annual work anticipated
16.	Section 4.5: Staffing	The RFP states in item #4, that if a member of the team needs to be replaced, such replacements must be evaluated by DOH and approved. Does this mean all team members, including junior staff? Or is it just the Project managers and main actuaries on team? Project Manager and Main Actuaries	We are referring to the Project Manager and Main Actuaries
17.	4.5 Staffing	pg 8 In this section, it specifically describes the role of Project Coordinators as “One (1) project coordinator will be dedicated to all rate setting and related tasks and one project coordinator will be dedicated to service based payment rate related tasks.” However, rate development activities do not appear to be in scope of the contract. Can DOH please clarify how you anticipate the Project Coordinators to be aligned across Studies 1-3 described in Section 4.2 and the other deliverables and tasks described in Section 4.3?	The Department will strike the references to rate setting activities.  See, Amendment #1

Question #	Corresponding RFP Section	Question	Answer
18.	4.5 Staffing	pg 9 Would the DOH change “DOH’s judgment” to “DOH’s reasonable judgment	DOH is not considering this change to the contract terms and conditions contained in the RFP in this Question and Answer document.
19.	Section 4.7: Information Technology	<ul style="list-style-type: none"> <li>• See our exceptions in red font: “The application and all systems and components supporting it, including, but not limited to, any forms and databases that include Personal Health, Personal Identification or other New York State information, to the extent they apply to the services we are rendering and as applicable by law, must comply with all NYS security policies and standards listed at <a href="http://its.ny.gov/tables/technologypolicyindex.htm">http://its.ny.gov/tables/technologypolicyindex.htm</a>.”</li> </ul>	<p>The NYS security policies and standards set the minimum IT and security benchmark for all New York State entities. Therefore, bidders must review all policies and be prepared to comply with all applicable NYS security policies and standards, should they be awarded a contract.</p> <p>NYSDOH has reserved the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State.</p>
20.	Section 4.7, 4.8	Attachment 8 pg 10 Would DOH be open to further discuss and allow contractors to clarify the privacy and security standards (including the Business Associate Agreement, if applicable), information technology requirements or related terms during contract negotiations? Would DOH please clarify that any future updates of the security procedures would be processed via a mutually agreed change control process?	<p>The NYS security policies and standards set the minimum IT and security benchmark for all New York State entities. Therefore, bidders must review all policies and be prepared to comply with all applicable NYS security policies and standards, should they be awarded a contract.</p> <p>As set forth in Section 4.8 of the RFP, the Contractor will comply fully with all current and future updates of the security procedures of the DOH as well as with all applicable State and Federal requirements, in performance of the Contract.</p>

Question #	Corresponding RFP Section	Question	Answer
			<p>NYSDOH has reserved the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State.</p>
21.	Section 4.8: Security	<p>First paragraph, see our exceptions in red font: "If any breach or suspected breach of the data or confidentiality occurs, whether the breach occurred with the Contractor or Subcontractor, DOH must be notified within 72 hours."</p>	<p>DOH is not considering this change to the contract terms and conditions contained in the RFP in this Question and Answer document</p>
22.	Section 4.8: Security	<p>First paragraph, see our exceptions in red font: "To the extent they apply to the services we are rendering and as applicable by law, the selected Contractor shall comply with all privacy and security policies and procedures of the DOH (<a href="https://its.ny.gov/policies">https://its.ny.gov/policies</a>) and applicable State and Federal law and administrative guidance with respect to the performance of the Contract."</p>	<p>DOH is not considering this change to the contract terms and conditions contained in the RFP in this Question and Answer document.</p> <p>The NYS security policies and standards set the minimum IT and security benchmark for all New York State entities. Therefore, bidders must review all policies and be prepared to comply with all applicable NYS security policies and standards, should they be awarded a contract.</p>
23.	Section 4.8: Security	<p>Section 4.8: Security Last paragraph, see our exceptions in red font: "To the extent they apply to the services we are rendering and as applicable by law, the Contractor will comply fully with all current and future updates of the security procedures of the DOH as well as with all applicable State and Federal requirements, in performance of the Contract."</p>	<p>DOH is not considering this change to the contract terms and conditions contained in the RFP in this Question and Answer document.</p> <p>The NYS security policies and standards set the minimum IT and security benchmark for all New York State entities. Therefore, bidders must review all policies and be</p>

Question #	Corresponding RFP Section	Question	Answer
			<p>prepared to comply with all applicable NYS security policies and standards, should they be awarded a contract.</p> <p>NYSDOH has reserved 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</p>
24.	4.9 Transition	pg 10 Would DOH be amenable to adding a requirement for a mutually agreed transition plan that includes the expectations for any third party for this engagement?	<p>The Contractor is required to comply with the requirements outlined in Section 4.9 of the RFP (Transition).</p> <p>NYSDOH has reserved the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State.</p>
25.	Section 4.12: Contract Insurance Requirements	• See our exception in red font: “4.12.1 <del>Professional Liability</del> ”	DOH is not considering this change to the contract terms and conditions contained in the RFP in this Question and Answer document.
26.	Section 4.12: Contract Insurance Requirements	See our exception in red font: “4.12.2 <del>Data Breach and Privacy</del> Cyber Liability including Technology Errors and Omissions” and in the third paragraph, please note this exception in red font: “If the policy is written on a claim made basis, the Contractor must <del>submit to the Department an Endorsement providing proof that the policy</del> provides for the purchase an Extended Reporting Period (“tail coverage”) to provide coverage for no less than three (3) year after termination of the contract.”	DOH is not considering these changes to the contract terms and conditions contained in the RFP in this Question and Answer document

Question #	Corresponding RFP Section	Question	Answer
27.	Section 4.12: Contract Insurance Requirements	<p>pg 12 Would DOH please modify Section 4.12 and Appendix X, Section IV as follows:  We request the following changes to these Sections:</p> <p>4.12.1 Professional Liability  The Contractor must procure and maintain for the duration of the contract insurance against claims for damages to Department property which may arise from or in connection with the performance of the work carried out by the Contractor, <del>or its subcontractors.</del> <b>The Contractor shall ensure that Subcontractors, if any, maintain the same coverage.</b></p> <p>The Contractor must maintain said insurance at the limit of \$1,000,000 per occurrence or claim, \$2,000,000 aggregate</p> <p>4.12.2 Data Breach and Privacy/Cyber Liability including Technology Errors and Omissions  The Contractor and any subcontractor retained by the Contractor must carry and maintain applicable coverage, <del>or Subcontractors alternatively, comply with insurance levels that are commensurate with the risks associated with the Services being subcontracted,</del> during and for a period of two (2) years after termination of this contract, Data Breach and Privacy/Cyber Liability Insurance, including coverage for failure to protect confidential information and failure of the security of the Contractor's computer systems or the Department's Authorized Users' systems due to the actions of the Contractor which results in the unauthorized access to the Department's data. <b>The insurance may be included within a professional liability coverage form.</b></p> <p>The Contractor must maintain said insurance at the limit of \$5,000,000 <b>per claim</b> to provide coverage</p>	DOH is not considering these changes to the contract terms and conditions contained in the RFP in this Question and Answer document

Question #	Corresponding RFP Section	Question	Answer
		<p>for damages arising from, but not limited to the following:</p> <ul style="list-style-type: none"> <li>b) Breach of duty to protect the security and confidentiality of nonpublic proprietary information;</li> <li>c) Personally identifiable nonpublic information (e.g., medical, financial, or personal in nature in</li> <li>d) electronic or non-electronic form);</li> <li>e) Privacy notification costs;</li> <li>f) Regulatory defense and penalties;</li> <li>g) Website media liability; and</li> <li>h) Cyber theft of the Department's property, including but not limited to money and securities.</li> </ul> <p>If the policy is written on a claim made basis, the Contractor must submit to the Department an Endorsement providing proof that the policy provides for the purchase an Extended Reporting Period ("tail coverage") to provide coverage for no less than three (3) year after termination of the contract</p>	
28.	Section 4.13 Minority & Women-Owned Business Enterprise (M/WBE) Requirements	<p>Under Business Participation Opportunities for M/WBEs, first paragraph, is subcontracting to an M/WBE firm required if a good faith effort is documented on how this requirement will be achieved?</p> <p>MWBE's in this RFP is based on the bidder's prior fiscal year expenditure How is this factored in the proposal scoring?</p>	<p>The M/WBE goal must be met or a waiver request with supporting documentation of good faith efforts must be submitted (Form #2 of the MWBE forms, Attachment 5 of the RFP).</p> <p>Per Section 6.1.H Diversity Practices Questionnaire of the RFP, the received proposals will have the completed Attachment 10 evaluated and scored. Section 8.1 of the RFP outlines that in the event of a tie, the second determining factor</p>

Question #	Corresponding RFP Section	Question	Answer
			will be the proposed percentage of M/WBE participation.
29.	Section 4.13 Minority & Women-Owned Business Enterprise (M/WBE) Requirements	pg 13 Would DOH be amenable to a M/WBE plan where the bidder can exceed one or more of the M/WBE subordinate goals (but is below the M/WBE plan on another subcontractor goal) as long as the overall M/WBE goal remains as 30%?	Total goal is 30% which can be achieved cumulatively through all subcontractors.
30.	5.9 Intellectual Property	pg 17 Would DOH please clarify that the contractor would retain ownership of any pre-existing intellectual property?	DOH is not considering this change to the contract terms and conditions contained in the RFP in this Question and Answer document.
31.	Section 6.2: Technical Proposal	<ul style="list-style-type: none"> <li>Under D.2: Implementation Plan, Bidders are asked to give a description of an implementation plan to perform the activities and responsibilities set forth in Sections 4.1-4.6. Is there an expected timeline for each of these activities, or is a summary of steps to be taken enough and the timelines would be agreed upon when a Task Order is requested</li> </ul>	Yes, a summary of steps to be taken is enough and the timelines would be agreed upon when a Task Order is requested
32.	Section 6.2: Technical Proposal	<p>Under D3: Proposed Approach – Information Technology (see Scope of Work Section 4.7), see our exceptions in red font: “Bidder’s response to this RFP must include an attestation to the following: The application and all systems and components supporting it, including but not limited to any forms and databases that include Personal Health, Personal Identification or other New York State information, <b>to the extent they apply to the services we are rendering and as applicable by law,</b> must comply with all NYS security policies and standards listed at <a href="http://its.ny.gov/tables/technologypolicyindex.htm">http://its.ny.gov/tables/technologypolicyindex.htm</a></p>	<p>DOH is not considering this change in this Question and Answer document.</p> <p>The NYS security policies and standards set the minimum IT and security benchmark for all New York State entities. Therefore, bidders must review all policies and be prepared to comply with all applicable NYS security policies and standards, should they be awarded a contract.</p>

Question #	Corresponding RFP Section	Question	Answer
33.	Section 6.2: Technical Proposal	<p>Section 6.2: Technical Proposal Under D4. Proposed Approach – Security (see Scope of Work Section 4.8), see our exceptions in red font for items i. and ii.: i. <b>To the extent they apply to the services we are rendering and as applicable by law</b>, the selected Bidder shall comply with all privacy and security policies and procedures of the Department (<a href="https://its.ny.gov/eiso/policies/security">https://its.ny.gov/eiso/policies/security</a>) and applicable state and federal law and administrative guidance with respect to the performance of this contract. The Bidder is required, if applicable, to execute a number of security and privacy agreements with the Department including a Business Associate Agreement (Appendix H) and a Data Use Agreement (DUA) at contract signing. ii. The selected Bidder is expected to provide secure and confidential backup, storage and transmission for hard copy and electronically stored information. Under no circumstances will any records be released to any person, agency, or organization without specific written permission of the DOH. <b>To the extent they apply to the services we are rendering and as applicable by law</b>, the selected Bidder is obligated to ensure any Subcontractor hired by selected Bidder who stores, processes, analyzes or transmits MCD on behalf of selected Bidder has the appropriate Security requirements in place. selected Bidder is required to include in all contracts and Business Associate Agreements with their Subcontractors language surrounding the security and privacy requirements as well as the language contained in the Confidentiality Language for Third Parties section of the DUA. If any breach</p>	<p>DOH is not considering this change in this Question and Answer document.</p> <p>The NYS security policies and standards set the minimum IT and security benchmark for all New York State entities. Therefore, bidders must review all policies and be prepared to comply with all applicable NYS security policies and standards, should they be awarded a contract</p>

Question #	Corresponding RFP Section	Question	Answer
		or suspected breach of the data or confidentiality occurs, whether the breach occurred with the selected Bidder or Subcontractor, DOH must be notified immediately.	
34.	Section 6.3 Cost Proposal	Please confirm that the maximum allowable annual total bid amount of \$2,500,000 referenced in the RFP is the aggregate amount for the entire five-year time period. If this is not the correct interpretation, please specify the average <u>per contract year</u> maximum allowable annual total bid amount and also the maximum allowable total bid amount over <u>the five-year contract period</u> .	Confirmed, \$2,500,000 is the Maximum 5-year amount
35.	7.0 Proposal Submission	pg 23-24 In lieu of a paper/hard-copy submission, would DOH accept PDF submissions via email consistent with other recent DOH procurements? For example, three separate emails with PDF attachments for the 1) Administrative Proposal; 2) Technical Proposal; and 3) Cost Proposal	No. For this DOH Procurement paper/hard copy submission accepted only
36.	Attachment B Cost Proposal	Can the DOH clarify the calendar year maximum of \$2,500,000? For example, it appears that the actual hours spent annually could fluctuate greatly depending on the DOH priorities and cadence. If billable hours result in charges above \$2.5M in one year, can those overages be recouped in a different calendar year (where billable hours result in charges under \$2.5M) over the course of the 5-year contract?	The maximum is \$2,500,000 for the 5 years in total.
37.	Attachment B Cost Proposal	Section 4.1 The cost proposal has a column for Annual Anticipated Hours per Level which sums to 6,400 hours. However, in Section 4.1 of the document, it states that the contractor will incur about 2,400 per year. Can the DOH clarify its hours estimate both annually and in total?	See, Amendment #1

Question #	Corresponding RFP Section	Question	Answer
38.	Attachment B Cost Proposal	Please confirm that the maximum allowable annual total bid amount of \$2,500,000 referenced in the RFP is the aggregate amount for the entire five-year time period. If this is not the correct interpretation, please specify the average <u>per contract year</u> maximum allowable annual total bid amount and also the maximum allowable total bid amount over <u>the five-year contract period</u> .	Confirmed, \$2,500,000 is the Maximum 5 year amount
39.	Attachment B Cost Proposal	Please clarify whether or not 2,400 hours of consultant work per contract year referenced in this section is consistent with the maximum allowable annual total bid cost amount of \$2,500,000, and also the estimated number of hours presented in Attachment B table under "ALL-INCLUSIVE HOURLY BASED PRICING".	The hours in the table on Attachment B will be corrected and an amendment issued. The sum of the hours will equal 2400 and represent 1 years activity.
40.	Attachment B Cost Proposal	Please clarify if the intended annual increase in the hourly rate for the contract years 4-5 cannot exceed 3% per year over the hourly rate for the contract years 1-3	Correct, after the third year rates may be increased one time by up to 3% for use in years 4 and 5
41.	Attachment B Cost Proposal	Regarding Attachment B – Cost Proposal: Please clarify if the estimated hours by level presented in the table are aggregate hours over 5-year contract period, rather than annual as stated in the table header	An amendment will be issued correcting the table to reflect 2,400 hours ( annual hours)
42.	Attachment B Cost Proposal	Regarding Attachment B – Cost Proposal: Is it expected that the bid response can deviate from these hours estimates?	No, the purpose is to gather competing bids for comparison as usage may vary having a uniform basis for measurement is needed.
43.	Attachment B Cost Proposal	Regarding Attachment B – Cost Proposal: What is the level of preferred onsite meetings associated with each of the deliverables? For example, is there a preference for an in-person discussion / presentation of each deliverable, or alternatively, is there an expectation of in person meetings per contract year, and if so, how many?	The Department may require limited on-site presentations or meetings to be determined on a case-by-case basis.

Question #	Corresponding RFP Section	Question	Answer
44.	Attachment B Cost Proposal	<p>Attachment 8 – New York State Department of Health Contract</p> <p>I. General Terms and Conditions</p> <ul style="list-style-type: none"> <li>• On (footer) NYSDOHC page 2, item M, see our exceptions in red font: “If the DEPARTMENT is of the opinion that the services required by the specifications cannot satisfactorily be performed because of insufficiency of personnel, the DEPARTMENT shall have the authority to <b>require request</b> the CONTRACTOR to use such additional personnel, to take such steps necessary to perform the services satisfactorily at no additional cost to the DEPARTMENT.”</li> </ul>	DOH is not considering this change to the contract terms and conditions contained in the RFP in this Question and Answer document.
45.	Attachment 8 – New York State Department of Health Contract	<p>Attachment 8 – New York State Department of Health Contract</p> <p>I. General Terms and Conditions On (footer) NYSDOHC page 2, item N, see our exceptions in red font: “The DEPARTMENT shall <b>upon reasonable notice</b> conduct any inspection at a time during normal business hours where the activities of the work under this Contract are taking place and in a manner so as not to unreasonably disrupt the CONTRACTOR'S business. During its inspection the DEPARTMENT may view and audit any materials related to this Contract, <b>to the extent not protected by privilege or other legally binding obligations of confidentiality.</b>”</p>	DOH is not considering these changes to the contract terms and conditions contained in the RFP in this Question and Answer document
46.	Attachment 8 – New York State Department of Health Contract	<p>Attachment 8 – New York State Department of Health Contract III. Term and Termination</p> <ul style="list-style-type: none"> <li>• On (footer) NYSDOHC pages 3- 4, item B, see our exceptions in red font: “This Contract may be terminated by mutual written agreement of the Contracting parties. This Contract may be</li> </ul>	DOH is not considering these changes to the contract terms and conditions contained in the RFP in this Question and Answer document.

Question #	Corresponding RFP Section	Question	Answer
		<p>terminated by the DEPARTMENT for cause upon the failure of the CONTRACTOR to comply with the terms and conditions of this Contract, including the attachments hereto, provided that the DEPARTMENT shall give the CONTRACTOR written notice via registered or certified mail, return receipt requested, or shall deliver same by hand-receiving CONTRACTOR'S receipt therefore, such written notice to specify the CONTRACTOR'S failure and the termination of this Contract. Termination shall be effective ten (10) business days from receipt of such notice, established by the receipt returned to the DEPARTMENT. <b>In such instances, the DEPARTMENT shall provide the CONTRACTOR with a reasonable opportunity to cure such default, unless that the DEPARTMENT reasonably and in good faith determines that cure is not possible.</b> The CONTRACTOR agrees to incur no new obligations nor to claim for any expenses made after receipt of the notification of termination</p>	
47.	Attachment 8 – New York State Department of Health Contract	Attachment 8 – New York State Department of Health Contract III. Term and Termination On (footer) NYSDOHC page 4, item F2, see our exception in red font: "If, in the judgment of the DEPARTMENT, the CONTRACTOR acts in such a way which is likely to or does impair or prejudice the interests of the DEPARTMENT, the DEPARTMENT shall thereupon have the right to terminate this Contract by giving notice in writing of the fact and date of such termination to the CONTRACTOR. The CONTRACTOR shall receive equitable compensation for such services as shall, in the <b>reasonable</b> judgment of the State Comptroller, have been satisfactorily performed by the CONTRACTOR prior to the effective date of	DOH is not considering this change to the contract terms and conditions contained in the RFP in this Question and Answer document

Question #	Corresponding RFP Section	Question	Answer
		<p>termination of this Contract, such compensation shall not exceed the total cost incurred for the work which the CONTRACTOR was engaged in at the time of termination, subject to audit by the State Comptroller”.</p>	
48.	Attachment 8 – New York State Department of Health Contract	<p>Attachment 8 – New York State Department of Health Contract III. Term and Termination On (footer) NYSDOHC page 5, item G1, see our exceptions in red font: “CONTRACTOR shall make available to the DEPARTMENT, <b>to the extent not protected by privilege or other legally binding obligations of confidentiality,</b> for examination all data, records and reports relating to this Contract;”</p>	DOH is not considering this change to the contract terms and conditions contained in the RFP in this Question and Answer document
49.	Attachment 8 – New York State Department of Health Contract	<p>IV. Contract Insurance Requirements</p> <ul style="list-style-type: none"> <li>• On (footer) NYSDOHC page 6, item 3, second paragraph, see our exceptions in red font: “Unless otherwise agreed, policies shall be written so as to include a provision that the policy will not be canceled, materially changed, or not renewed without at least 30 days prior written notice except for non-payment as required by law to the DEPARTMENT at the address specified above in this paragraph.” <b><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></b></li> </ul>	DOH is not considering this change to the contract terms and conditions contained in the RFP in this Question and Answer document.

Question #	Corresponding RFP Section	Question	Answer
50.	Attachment 8 – New York State Department of Health Contract	IV. Contract Insurance Requirements On (footer) NYSDOHC page 6, item 3b., see our exceptions in red font: “Disclose any deductible, <del>self-insured retention</del> aggregate limit or any exclusion to the policy that materially changes the coverage required by this Contract.”	DOH is not considering this change to the contract terms and conditions contained in the RFP in this Question and Answer document.
51.	Attachment 8 – New York State Department of Health Contract	IV. Contract Insurance Requirements On (footer) NYSDOHC page 6, item 5., see our exceptions in red font: “Policy Renewal/Expiration. At least two weeks <del>prior to</del> <del>after the</del> expiration of any policy required by this Contract, evidence of renewal <del>or replacement policies of insurance</del> or with terms no less favorable to the DEPARTMENT than the expiring policies shall be delivered to the DEPARTMENT in the manner required for service of notice in subsection B.3. Certificates of Insurances/Notices of this Section. If, at any time during the term of this Contract, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Contract or proof thereof is not provided to the DEPARTMENT, the CONTRACTOR shall immediately cease work under this Contract. The CONTRACTOR shall not resume work under this Contract until authorized to do so by the DEPARTMENT. Any delay, time lost, or additional cost incurred as a result of the CONTRACTOR not having insurance required by this Contract or not providing proof of same in a form acceptable to the DEPARTMENT shall not give rise to a delay claim or any other claim against the DEPARTMENT. Should the CONTRACTOR fail to provide or maintain any insurance required by this Contract, or proof thereof is not provided to the DEPARTMENT, the DEPARTMENT may withhold further Contract	DOH is not considering these changes to the contract terms and conditions contained in the RFP in this Question and Answer document.

Question #	Corresponding RFP Section	Question	Answer
		payments, treat such failure as a breach or default of the Contract, and/or, after providing written notice to the CONTRACTOR, require the Surety, if any, to secure appropriate coverage and/or purchase insurance complying with this Contract and charge back such purchase to the CONTRACTOR.”	
52.	Attachment 8 – New York State Department of Health Contract	IV. Contract Insurance Requirements On (footer) NYSDOHC page 7, item 6., see our exceptions in red font: “Self-Insured Retention/Deductibles. <del>Certificates of Insurance must indicate the applicable deductible/self-insured retentions are the sole responsibility of CONTRACTOR above \$100,000, which are subject to approval from the DEPARTMENT.</del> Additional surety/security may be required in certain circumstances. The CONTRACTOR shall be solely responsible for all claim expenses and loss payments within the deductible or self-insured retention.	DOH is not considering these changes to the contract terms and conditions contained in the RFP in this Question and Answer document.
53.	Attachment 8 – New York State Department of Health Contract	IV. Contract Insurance Requirements On (footer) NYSDOHC page 8, item 3c., see our exceptions in red font: “Products/Completed Operations must be equivalent to the “General Aggregate” limit (part of general aggregate)”.	DOH is not considering this change to the contract terms and conditions contained in the RFP in this Question and Answer document.
54.	Attachment 8 – New York State Department of Health Contract	IV. Contract Insurance Requirements On (footer) NYSDOHC page 9, item e., see our exceptions (a complete deletion) in red font: <del>cross liability for additional insureds.</del>	DOH is not considering this change to the contract terms and conditions contained in the RFP in this Question and Answer document.

Question #	Corresponding RFP Section	Question	Answer
55.	Attachment 8 – New York State Department of Health Contract	IV. Contract Insurance Requirements On (footer) NYSDOHC page 9, item g., see our exceptions in red font: " <del>explosion, collapse, and underground hazards</del> Left blank"	DOH is not considering this change to the contract terms and conditions contained in the RFP in this Question and Answer document.
56.	Attachment 8 – New York State Department of Health Contract	IV. Contract Insurance Requirements On (footer) NYSDOHC page 9, item h., see our exceptions in red font: " <del>CONTRACTOR means and methods</del> Left blank".	DOH is not considering this change to the contract terms and conditions contained in the RFP in this Question and Answer document.
57.	Attachment 8 – New York State Department of Health Contract	IV. Contract Insurance Requirements On (footer) NYSDOHC page 9, item 4., see our exceptions in red font: "Commercial Auto Liability insurance covering liability arising out of the use of any motor vehicle in connection with the work, including <del>owned, leased</del> , hired and non-owned vehicles bearing or, under the circumstances under which they are being used, required by the Motor Vehicle Laws of the State of New York to bear, license plates. Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least one million dollars and shall name the State of New York as additional insured. The limits may be provided through a combination of primary and umbrella/excess liability policies. If this Contract involves the removal of hazardous waste from the project site or otherwise transporting hazardous materials, pollution liability coverage for covered autos shall be provided by form CA 99 48 03 06 or CA 00 12 03 06 and the Motor Carrier Act Endorsement (MCS90) shall be attached. "	DOH is not considering this change to the contract terms and conditions contained in the RFP in this Question and Answer document.

Question #	Corresponding RFP Section	Question	Answer
58.	Attachment 8 – New York State Department of Health Contract	<p>VII. Ethics Requirements</p> <ul style="list-style-type: none"> <li>On (footer) NYSDOHC page 11, see our exceptions in red font: “The CONTRACTOR and its subcontractors shall not engage any person who is, or has been at any time, in the employ of the DEPARTMENT to perform services in violation of the provisions of the New York Public Officers Law, other laws applicable to the service of DEPARTMENT employees, and the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York State Joint Commission on Public Ethics, or its predecessors (collectively, the “Ethics Requirements”). The CONTRACTOR certifies that all of its employees and those of its subcontractors who are former employees of the DEPARTMENT and who are assigned to perform services under this Contract shall be assigned in accordance with all Ethics Requirements. During the Term, no person who is employed by the CONTRACTOR or its subcontractors and who is disqualified from providing services under this Contract pursuant to any Ethics Requirements may share in any net revenues of the CONTRACTOR or its subcontractors derived from this Contract. The CONTRACTOR shall identify and provide the DEPARTMENT with notice of those employees of the CONTRACTOR and its subcontractors who are former employees of the DEPARTMENT that will be assigned to perform services under this Contract and ensure that such employees comply with all applicable laws and prohibitions. The DEPARTMENT may request that the CONTRACTOR provide <del>whatever relevant</del> information the DEPARTMENT deems appropriate, <del>except as otherwise prohibited by law</del>, about each such person’s engagement, work cooperatively with</li> </ul>	DOH is not considering these changes to the contract terms and conditions contained in the RFP in this Question and Answer document.

Question #	Corresponding RFP Section	Question	Answer
		<p>the DEPARTMENT to solicit advice from the New York State Joint Commission on Public Ethics, and, if deemed appropriate by the DEPARTMENT, instruct any such person to seek the opinion of the New York State Joint Commission on Public Ethics. The DEPARTMENT shall have the right to withdraw or withhold approval of any subcontractor if utilizing such subcontractor for any work performed hereunder would be in conflict with any of the Ethics Requirements. The DEPARTMENT shall have the right to terminate this Contract at any time if any work performed hereunder is in conflict with any of the Ethics Requirements.”</p>	
59.	Attachment 8 – New York State Department of Health Contract	<p>VIII. Subcontracting</p> <ul style="list-style-type: none"> <li>• On (footer) NYSDOHC page 12, item F., see our exceptions in red font: “The CONTRACTOR shall give the DEPARTMENT <b>prompt immediate</b> notice in writing, <b>unless prohibited by law</b>, of the initiation of any legal action or suit which relates in any way to a subcontract with a subcontractor or which may affect the performance of the CONTRACTOR’S duties under the Contract. Any subcontract shall not relieve the CONTRACTOR in any way of any responsibility, duty and/or obligation of this Contract.</li> </ul>	DOH is not considering these changes to the contract terms and conditions contained in the RFP in this Question and Answer document
60.	Attachment 8 – New York State Department of Health Contract	<p>IX. General Specifications On (footer) NYSDOHC page 13, item B., see our exceptions in red font: “The CONTRACTOR will be required to complete the entire work or any part thereof as the case may be, to the <b>reasonable</b> satisfaction of the DEPARTMENT in strict accordance with the specifications and pursuant to this Contract.”</p>	DOH is not considering this change to the contract terms and conditions contained in the RFP in this Question and Answer document.

Question #	Corresponding RFP Section	Question	Answer
61.	Attachment 8 – New York State Department of Health Contract	IX. General Specifications On (footer) NYSDOHC page 15, item E2., see our exceptions in red font: <del>“Any publishable or otherwise reproducible material developed under or in the course of performing this Contract, dealing with any aspect of performance under this Contract, or of the results and accomplishments attained in such performance, shall be the sole and exclusive property of the DEPARTMENT, and shall not be published or otherwise disseminated by the CONTRACTOR to any other party unless prior written approval is secured from the DEPARTMENT or under circumstances as indicated in paragraph 1 of this subsection. Any and all net proceeds obtained by the CONTRACTOR resulting from any such publication shall belong to and be paid over to the DEPARTMENT. The DEPARTMENT shall have a perpetual royalty free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any such material for governmental purposes. “Client Information and Ownership of Deliverables”</del>	DOH is not considering these changes to the contract terms and conditions contained in the RFP in this Question and Answer document.
62.	Attachment 8 – New York State Department of Health Contract	IX. General Specifications 2.a. DEPARTMENT agrees to supply to CONTRACTOR (either directly or through DEPARTMENT’s agents and representatives) on a timely basis all of the data, documentation and information (e.g., current plan design and plan documents, information concerning all plan participants and beneficiaries) reasonably needed by CONTRACTOR to perform the Services (“DEPARTMENT Information”), in a usable format. CONTRACTOR will have the right to reasonably rely on the accuracy and completeness of	DOH is not considering these changes to the contract terms and conditions contained in the RFP in this Question and Answer document

Question #	Corresponding RFP Section	Question	Answer
		<p>DEPARTMENT Information and will have no responsibility for independently verifying or checking DEPARTMENT Information for accuracy or completeness. DEPARTMENT will notify CONTRACTOR promptly upon gaining knowledge of any material change to DEPARTMENT Information. DEPARTMENT acknowledges and agrees that CONTRACTOR shall have no liability for errors resulting from latent defects in DEPARTMENT Information or DEPARTMENT's failure to notify CONTRACTOR of changes to DEPARTMENT Information.</p>	
63.	Attachment 8 – New York State Department of Health Contract	<p>IX. General Specifications 2.b. DEPARTMENT acknowledges that, in providing the Services, CONTRACTOR will distribute or make available certain proprietary materials ("CONTRACTOR's Proprietary Information"), including, but not limited to, publications, software, know-how, techniques, methodologies and report formats. Except to the extent that they are or incorporate CONTRACTOR's Proprietary Information, all documents, data, and other tangible materials authored or prepared and delivered by CONTRACTOR to DEPARTMENT under the terms of this Agreement (collectively, the "Deliverables"), are the sole and exclusive property of DEPARTMENT, once paid for by DEPARTMENT. To the extent that CONTRACTOR's Proprietary Information is incorporated into such Deliverables, DEPARTMENT will have a perpetual, fully paid, non-exclusive, non-transferable and non-sublicensable right to use, copy, and modify CONTRACTOR's Proprietary Information as part of the Deliverables internally and for their intended</p>	DOH is not considering these changes to the contract terms and conditions contained in the RFP in this Question and Answer document.

Question #	Corresponding RFP Section	Question	Answer
		purpose. CONTRACTOR will not have any responsibility or liability for use of any Deliverable in any manner other than for the intended purpose.	
64.	Attachment 8 – New York State Department of Health Contract	IX. General Specifications On (footer) NYSDOHC page 16, item 4., see our exceptions in red font: <del>“DEPARTMENT Information is and will remain the sole and exclusive property of DEPARTMENT. In addition to the Services, CONTRACTOR is authorized to use DEPARTMENT Information for internal purposes and may aggregate DEPARTMENT Information with other data collected by CONTRACTOR and distribute such data, or analysis of such data, to third parties, provided such distributed data does not identify DEPARTMENT or any DEPARTMENT participants or beneficiaries. Further, CONTRACTOR is expressly authorized to include DEPARTMENT’s name and logo/trademark in a list of representative DEPARTMENTS for marketing and/or sales purposes. For the avoidance of doubt, CONTRACTOR will not sell or otherwise receive remuneration for DEPARTMENT Information or materials derived from DEPARTMENT Information. All reports, data sheets, documents, etc. generated under this Contract shall be the sole and exclusive property of the DEPARTMENT. The CONTRACTOR shall have no right to disclose or use any of such material and documentation for any purpose whatsoever, without the prior written approval of the DEPARTMENT or its authorized agents.”</del>	DOH is not considering these changes to the contract terms and conditions contained in the RFP in this Question and Answer document.

Question #	Corresponding RFP Section	Question	Answer
65.	Attachment 8 – New York State Department of Health Contract	IX. General Specifications On (footer) NYSDOHC page 16, item 5., see our exceptions in red font: <del>“This is a “Work for Hire” Contract. The DEPARTMENT will be the sole owner of all source code and any software which is developed for use in any application software provided to the DEPARTMENT as a part of this Contract. Intentionally left blank.”</del> .	DOH is not considering these changes to the contract terms and conditions contained in the RFP in this Question and Answer document
66.	Attachment 8 – New York State Department of Health Contract	IX. General Specifications On (footer) NYSDOHC page 16, item F., see our exceptions in red font: <del>“Confidential Information includes (i) DEPARTMENT Information; (ii) CONTRACTOR’s Proprietary Information; and (iii) any other information clearly identified by a Party as confidential at the time of disclosure or that a reasonable person should understand to be confidential or proprietary in nature. The CONTRACTOR, its officers, agents and employees and subcontractors shall treat all information which is obtained by it through its performance under this CONTRACT, as confidential information to the extent required by the laws and regulations of the United States and laws and regulations of the State of New York. Confidential Information will not include information which: (i) is or becomes a part of the public domain through no fault of the receiving Party; (ii) was in the receiving Party’s lawful possession prior to the disclosure; (iii) is disclosed by the disclosing Party without restriction on disclosure; (iv) is independently developed by the receiving Party without reliance on the disclosing Party’s Confidential Information; (v) is required to enforce a Party’s rights hereunder; or (vi) is required to be disclosed by a governmental</del>	DOH is not considering these changes to the contract terms and conditions contained in the RFP in this Question and Answer document.

Question #	Corresponding RFP Section	Question	Answer
		<p>authority or pursuant to a subpoena, provided that to the extent not prohibited by applicable law, the receiving Party gives the disclosing Party a reasonable opportunity to contest the disclosure and/or seek any available protections for the Confidential Information. Additionally, DEPARTMENT provides express consent to allow CONTRACTOR include DEPARTMENT's name and logo/trademark for marketing and/or sales purposes. "</p>	
67.	Attachment 8 – New York State Department of Health Contract	<p>IX. General Specifications On (footer) NYSDOHC page 18, item J., see our exceptions in red font: "CONTRACTOR shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and save harmless the DEPARTMENT from suits, actions, damages and reasonable costs of every name and description relating to the performance of the services of this contract, personal injury and damage to real or personal tangible property and intellectual property, caused by intentional act, to the extent resulting from the negligence, willful misconduct or fraud by <del>of</del> the CONTRACTOR, its agents, employees, partners or subcontractors, without limitation; provided, however, that the CONTRACTOR shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the DEPARTMENT</p>	DOH is not considering these changes to the contract terms and conditions contained in the RFP in this Question and Answer document.

Question #	Corresponding RFP Section	Question	Answer
68.	Attachment 8 – New York State Department of Health Contract	IX. General Specifications On (footer) NYSDOHC page 18, item K1., see our exceptions in red font: “The CONTRACTOR will also indemnify and hold the DEPARTMENT harmless from and against any and all damages, expenses (including reasonable attorneys’ fees), claims, judgments, liabilities and costs that may be finally assessed against the DEPARTMENT in any action for infringement of a United States Letter Patent, or of any copyright, trademark, trade secret or other third party proprietary right except to the extent such claims arise from the DEPARTMENT’S gross negligence or willful misconduct, or improper use of deliverables, provided that the DEPARTMENT shall give CONTRACTOR: (a) prompt written notice of any action, claim or threat of infringement suit, or other suit, (b) the opportunity to take over, settle or defend such action, claim or suit at CONTRACTOR’S sole expense, and (c) assistance in the defense of any such action at the expense of CONTRACTOR.”	DOH is not considering these changes to the contract terms and conditions contained in the RFP in this Question and Answer document.
69.	Attachment 8 – New York State Department of Health Contract	Attachment 8, Section 16 Would the DOH be willing to add the following to Section 16, No Arbitration, of the Standard Clauses for NYS Contracts included in Attachment 8? “Both parties agree to waive the right to a trial by jury.”	The Standard Clauses for NYS Contracts included in Attachment 8 is not subject to change or exception.
70.	Attachment 8 – New York State Department of Health Contract	Attachment 8, Section IX Would the DOH be willing to add the following to Subsection E, Ownership Clauses, of Section IX, General Specifications, of the New York State Department of Health Contract included in Attachment 8? “The CONTRACTOR shall retain all rights, title and interest (including, without limitation, all copyrights,	DOH is not considering these changes to the contract terms and conditions contained in the RFP in this Question and Answer document.

Question #	Corresponding RFP Section	Question	Answer
		<p>patents, service marks, trademarks, trade secret and other intellectual property rights) in and to all technical or internal designs, methods, ideas, concepts, know-how, techniques. generic documents and templates ("Contractor's Intellectual Property") that pre-exist this Contract or were previously developed by the CONTRACTOR outside of the scope of this Contract. To the extent that CONTRACTOR may include in the deliverables any of Contractor's Intellectual Property, CONTRACTOR agrees that DEPARTMENT shall be deemed to have a royalty-free, paid-up, non-exclusive, perpetual license to Contractor's Intellectual Property in connection with the DEPARTMENT's use of the deliverables."</p>	
71.	Attachment 8 – New York State Department of Health Contract	Attachment 8: DOH Agreement Would DOH agree to a commercially reasonable limitation on liability, such as that limitation on liability agreed to by the Department in the NASPO Medicaid Eligibility and Client Management (MECM) System contract, or Contract T040142?	DOH is not considering this change to the contract terms and conditions contained in the RFP in this Question and Answer document.
72.	Attachment 8 – New York State Department of Health Contract	Attachment 8: DOH Agreement, Appendix X, Section I.L Would DOH agree to remove "satisfactory" and replace it with "as required hereunder" where used in this Section?	DOH is not considering this change to the contract terms and conditions contained in the RFP in this Question and Answer document.
73.	Attachment 8 – New York State Department of Health Contract	Attachment 8: DOH Agreement, Appendix X, Sections III.B second para, III.F.1, and IX.I Would DOH consider modifying the second paragraph of section III. B and Section F.1 to incorporate the	DOH is not considering this change to the contract terms and conditions contained in the RFP in this Question and Answer document.

Question #	Corresponding RFP Section	Question	Answer
		concept of materiality and a cure period with respect to any termination for cause provision?	
74.	Attachment 8 – New York State Department of Health Contract	Attachment 8: DOH Agreement, Appendix X, Section III.D Can DOH delete “to the satisfaction of the Department” and replace with “pursuant to the terms of the Agreement” so as to make the right to stop work objective and based on the terms and conditions outlined in the executed Agreement?	DOH is not considering this change to the contract terms and conditions contained in the RFP in this Question and Answer document.
75.	Attachment 8 – New York State Department of Health Contract	Attachment 8: DOH Agreement, Appendix X, Section III.F.2 Would 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?	DOH is not considering this change to the contract terms and conditions contained in the RFP in this Question and Answer document.
76.	Attachment 8 – New York State Department of Health Contract	Attachment 8: DOH Agreement, Appendix X, Section IV.A Would DOH consider modifying the first sentence as follows: “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 <b>or the equivalent rating from another</b>	DOH is not considering this change to the contract terms and conditions contained in the RFP in this Question and Answer document.

Question #	Corresponding RFP Section	Question	Answer
		<p>nationally recognized ratings provider or as acceptable to the DEPARTMENT.”</p>	
77.	Attachment 8 – New York State Department of Health Contract	<p>Attachment 8: DOH Agreement, Appendix X, Section IV.B.3 Would DOH consider modifying the second paragraph as follows:  “Unless otherwise agreed, policies shall be written so as to include a provision that the policy will not be canceled, materially changed, or not renewed without at least 30 days prior written notice except for non-payment as required by law to the DEPARTMENT at the address specified above in this paragraph. <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>	DOH is not considering this change to the contract terms and conditions contained in the RFP in this Question and Answer document.
78.	Attachment 8 – New York State Department of Health Contract	<p>Attachment 8: DOH Agreement, Appendix X, Section IV.B.4 Would DOH consider modifying the first sentence as follows:  “Primary Coverage. The liability and protective liability insurance policies shall provide primary and non-contributory coverage to the DEPARTMENT, <del>with respect to the Department’s additional insured status,</del> for any claim arising from the CONTRACTOR’S Work under this CONTRACT, or as a result of the CONTRACTOR’S activities.”</p>	DOH is not considering this change to the contract terms and conditions contained in the RFP in this Question and Answer document.

Question #	Corresponding RFP Section	Question	Answer
79.	Attachment 8 – New York State Department of Health Contract	Attachment 8: DOH Agreement, Appendix X, Section IV.B.5 Would DOH consider changing the requirement in the first sentence from two weeks to one week?	DOH is not considering this change to the contract terms and conditions contained in the RFP in this Question and Answer document.
80.	Attachment 8 – New York State Department of Health Contract	Attachment 8: DOH Agreement, Appendix X, Section IV.C.3 Would DOH consider revising Section IV.C.3 (2nd paragraph) as follows: a. premises liability; b. <b>vicarious liability</b> for independent contractors/subcontractors; c. blanket Contractual liability, including tort liability of another assumed in a Contract; d. defense and/or indemnification obligations, including obligations assumed under this Contract; e. cross liability for additional insureds; f. products/completed operations for a term of no less than 3 years, commencing upon acceptance of the work, as required by this Contract <b>subject to continued commercial availability</b> ; g. explosion, collapse, and underground hazards; h. CONTRACTOR means and methods, <b>if applicable</b> ; i. liability resulting from Section 240 or Section 241 of the New York State Labor Law; and j. <b>Cybersecurity Liability</b>	DOH is not considering these changes to the contract terms and conditions contained in the RFP in this Question and Answer document.
81.	Attachment 8 – New York State Department of Health Contract	Attachment 8: DOH Agreement, Appendix X, Section IV.C.3 Would DOH consider revising the fifth paragraph of Section IV.C.3 as follows: “Policies shall name the State of New York as Additional Insured <b>with respect to Contractor’s acts or omissions in performance under this Agreement</b> , and such coverage shall be extended to afford	DOH is not considering this change to the contract terms and conditions contained in the RFP in this Question and Answer document.

Question #	Corresponding RFP Section	Question	Answer
		Additional Insured status to those entities during the Products/Completed Operations term.”	
82.	Attachment 8 – New York State Department of Health Contract	Attachment 8: DOH Agreement, Appendix X, Section IV.C.4 Would DOH consider revising the second sentence as follows: “Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least one million dollars and shall name the State of New York as additional insured <b>with respect to Contractor’s acts or omissions in performance under this Agreement.</b> ”	DOH is not considering this change to the contract terms and conditions contained in the RFP in this Question and Answer document.
83.	Attachment 8 – New York State Department of Health Contract	Attachment 8: DOH Agreement, Appendix X, Section VIII.D Would DOH be open to removing the following from Section VIII.D : <del>“Unless waived in writing by the DEPARTMENT, all subcontracts between the CONTRACTOR and subcontractors shall expressly name the DEPARTMENT as the sole intended third party beneficiary of such subcontract.”</del>	DOH is not considering this change to the contract terms and conditions contained in the RFP in this Question and Answer document.
84.	Attachment 8 – New York State Department of Health Contract	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.”	DOH is not considering this change to the contract terms and conditions contained in the RFP in this Question and Answer document.
85.	Attachment 8 – New York State Department of Health Contract	Attachment 8: DOH Agreement, Appendix X, Section IX.E Would DOH agree to insert a new subsection 6 wherein Contractor retains all right,	DOH is not considering this change to the contract terms and conditions contained in

Question #	Corresponding RFP Section	Question	Answer
		title and interest in its intellectual property created prior to the execution of the resultant contract?	the RFP in this Question and Answer document.
86.	Attachment 8 – New York State Department of Health Contract	Attachment 8: DOH Agreement, Appendix X, Would DOH consider changes to the indemnity which have been acceptable and agreed to by many other NY State agencies such as limiting the indemnity to third party claims for (a) bodily injury and physical damage to real or tangible personal property to the extent directly and proximately caused by the vendor, and (b) certain infringements by the deliverables of third-party intellectual property rights? We would be open to discussion of such mutually agreeable language.	DOH is not considering this change to the contract terms and conditions contained in the RFP in this Question and Answer document.
87.	Attachment 8 – New York State Department of Health Contract	Attachment 8: DOH Agreement, Appendix H Would DOH be open to negotiating the details in the Appendix H, business associate agreement to coordinate with other provisions of the contract as finally mutually agreed?	NYSDOH has reserved 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 NYSDOH determine that this is in the best interest of New York State.
88.	Misc.	What is the minimum duration that the DOH will specify for the timeframes in the Task Order Requests?	The Department will determine timeframes in coordination with the selected bidder.
89.	Misc.	Can bidders propose just on the EHB task and no other studies?	No, bidders must consider the entire RFP and all tasks and studies.

Question #	Corresponding RFP Section	Question	Answer