

**New York State Department of Health**  
**Training Services for NY State of Health Application Assistors and Local Departments of Social Services**  
**RFP #: 20017**

*Questions and Answers Posted 3/15/2019*

| <b>Question #</b> | <b>Corresponding RFP Section</b> | <b>Bidder's Question</b>  | <b>Answer</b>  |
|-------------------|----------------------------------|---|--|
| 1.                | General                          | Who performs this training for the state now?   | Training services for the NY State of Health Assistors and Local Districts of Social Services are currently provided by Cicatelli Associates, Inc.   |
| 2.                | General                          | What transitional activities and assistance can the contractor expect from the incumbent team responsible for this work now?  | The Department will provide electronic copies of the most current materials from trainings previously developed and from trainings in development.<br><br>The Department will also ensure that materials relevant to the revision of the Medicaid Resource Guide (MRG) are provided.   |
| 3.                | General                          | Are all posted training materials required to be Section 508 compliant?   | See Amendment #2 of RFP.   |
| 4.                | General                          | Since no standard length for a curriculum is referenced, will the State consider allowing vendors to provide a price per hour for new content development - or define a standard length of a curriculum for vendors to base estimates on? | No, the Department will not consider allowing vendors to provide a price per hour.<br><br>See Amendment #2 of RFP; Attachment B: Revised Cost Proposal.  |
| 5.                | General                          | Are there any restrictions to the authoring applications used by the vendor?  | The authoring application must be in compliance with Section 4.4: Information Technology and Section 4.5: Security, where applicable.  |
| 6.                | General                          | What tools are currently being used for development of online courses?  | Development of online courses has utilized JoomlaLMS in the past, which, along with any other current authoring tools, produce SCORM compliant files.  |
| 7.                | General                          | Will uncompiled source files be made available to the new contractor?   | The question is not clear and therefore the Department cannot provide a response.<br><br>However, existing course materials and SCORM compliant files for in-person, on-line self-paced, and webinar curriculum will be transitioned to the successful Contractor. Authoring tools will not be provided, and if needed, are the responsibility of the successful Contractor. |

| Question #         | Corresponding RFP Section | Bidder's Question   | Answer   |          |           |           |           |           |      |      |      |                    |     |     |     |         |     |     |    |
|--------------------|---------------------------|---|--|----------|-----------|-----------|-----------|-----------|------|------|------|--------------------|-----|-----|-----|---------|-----|-----|----|
| 8.                 | General                   | In general, about what percentage of the current training is updated each year?   | The updates to trainings are performed on an as-needed basis and vary from year to year.   |          |           |           |           |           |      |      |      |                    |     |     |     |         |     |     |    |
| 9.                 | General                   | During the first 90 days, will courses be already scheduled, enrollments made, and facilities arranged? If so, will the incumbent vendor be responsible for delivery of these courses? What, if any, responsibility will the new contractor have relating to training needed during this transitional period? | It will not be the responsibility of the new contractor to conduct trainings during the first 90 days of notification of OSC contract approval.  |          |           |           |           |           |      |      |      |                    |     |     |     |         |     |     |    |
| 10.                | General                   | How many courses are typically cancelled in a given year?   | Over a 3-year period, out of a total of between 102 and 134 courses per year, the total cancellations are between 10 and 14 per year.  |          |           |           |           |           |      |      |      |                    |     |     |     |         |     |     |    |
| 11.                | General                   | Training website - is it your intent that any systems used (the learning management system, travel reimbursement systems, file exchange area for source material) be provided through a single website interface?   | It is not necessary that the LMS, travel reimbursement system, and file exchange area are provided through a single website interface.   |          |           |           |           |           |      |      |      |                    |     |     |     |         |     |     |    |
| 12.                | General                   | What was the last contract period and total cost?   | This information is available by visiting the following link: <a href="http://www.openbooknyc.com">www.openbooknyc.com</a> .   |          |           |           |           |           |      |      |      |                    |     |     |     |         |     |     |    |
| 13.                | General                   | Who was the Contractor?   | Please see response to Question #1.  |          |           |           |           |           |      |      |      |                    |     |     |     |         |     |     |    |
| 14.                | General                   | How many participants completed training each year over the last three years (broken out by training modality if possible).   | Participants completing training over the last 3 years, by modality, is approximately: <table border="1" data-bbox="1241 1044 1833 1203"> <thead> <tr> <th>Modality</th> <th>2017-2018</th> <th>2016-2017</th> <th>2015-2016</th> </tr> </thead> <tbody> <tr> <td>In-person</td> <td>1330</td> <td>2133</td> <td>2340</td> </tr> <tr> <td>On-line Self-paced</td> <td>806</td> <td>441</td> <td>N/A</td> </tr> <tr> <td>Webinar</td> <td>230</td> <td>217</td> <td>22</td> </tr> </tbody> </table> | Modality | 2017-2018 | 2016-2017 | 2015-2016 | In-person | 1330 | 2133 | 2340 | On-line Self-paced | 806 | 441 | N/A | Webinar | 230 | 217 | 22 |
| Modality           | 2017-2018                 | 2016-2017   | 2015-2016  |          |           |           |           |           |      |      |      |                    |     |     |     |         |     |     |    |
| In-person          | 1330                      | 2133  | 2340   |          |           |           |           |           |      |      |      |                    |     |     |     |         |     |     |    |
| On-line Self-paced | 806                       | 441   | N/A  |          |           |           |           |           |      |      |      |                    |     |     |     |         |     |     |    |
| Webinar            | 230                       | 217   | 22   |          |           |           |           |           |      |      |      |                    |     |     |     |         |     |     |    |
| 15.                | General                   | Will a translator/translation services be provided by DOH or should those costs be included in the proposal if required?  | As there is no requirement to provide training in a language other than English, translator/translation services are not required.   |          |           |           |           |           |      |      |      |                    |     |     |     |         |     |     |    |
| 16.                | General                   | Will this project be fully funded with State funds or will any part come from Federal funding sources?  | This question is not relevant to the development of a proposal under this RFP.   |          |           |           |           |           |      |      |      |                    |     |     |     |         |     |     |    |

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| 17.        | General   | After the selected vendor has priced its training services based on the historical volumes specified in the RFP, will the State allow for the pricing to be revised during the term of the contract in the event that the volume of trainings decreases significantly from prior levels due to no fault of the contractor?   | <p>The unit pricing bid is a determining factor in the award and therefore, cannot be revised during the term of the contract. It is the responsibility of the bidders to consider their industry knowledge and any applicable variances when determining their unit pricing for each item in Attachment B: Cost Proposal.</p> <p>Historic volumes are provided as an indication of past volume and are not a guarantee of future volume. Actual volume may be higher or lower.</p> |
| 18.        | General   | Are the online courses and Learning Management System required to be in English only or are there additional language requirements?  | Please see response to Question #15.  |
| 19.        | General   | Will the State please provide the expected business hours for support and technical assistance?  | See Section 4.1.4.A.i and Amendment #2 of RFP, Attachment D.  |
| 20.        | Section 1.0: Calendar of Events (Page 4 of RFP) | Is there a projected date when the vendor will be chosen and the contract awarded?   | It is anticipated that all bidders will be notified of the outcome of the procurement process prior to the anticipated start date stated in Section 1.0 Calendar of Events.   |
| 21.        | Section 4.0: Scope of Work (Page 6 of RFP)      | The RFP states the Department "reserves the right to revise the number and length of deliveries within each training component depending on the demand and curricula requirements". Since it is difficult to price for this variable, will the State be open to a budget that includes a not-to-exceed volume of total hours of training delivery?                         | No. See Amendment #2 of RFP, Revised Attachment B: Cost Proposal. Bidders must comply with the format of the Revised Attachment B: Cost Proposal.   |
| 22.        | Section 4.0: Scope of Work (Page 6 of RFP)      | What percentage of the content in the MRG is typically updated each year?  | The MRG is currently undergoing revision in its entirety. Once completed, it is expected that future revisions will be completed on as needed basis.  |
| 23.        | Section 4.0: Scope of Work (Page 6 of RFP)      | <p>Please confirm that this link contains the most current Medicaid Resource Guide (MRG)?<br/> <a href="https://www.health.ny.gov/health_care/medicaid/reference/mrg/#toc">https://www.health.ny.gov/health_care/medicaid/reference/mrg/#toc</a></p> <p>If not - How is the Medicaid Resource Guide currently developed and delivered? In what format is it delivered?</p> | The link identified in the RFP is the correct link.   |
| 24.        | Section 4.0: Scope of Work (Page 6 of RFP)      | As the State is authorized to adjust the number and length of sessions, will the State include a change  | No, the Department will not agree to a change order provision to govern changes to the scope.   |

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|            |                           | <p>order provision to govern changes to the scope as set forth below:</p> <p>“Change Order. Contractor shall develop and maintain a change management process to address changes (whether within or outside of the general scope) in program timelines, deliverables, service levels, volumes, system requirements (including upgrades, updates, modification, customization and development), reporting requirements, P4W priorities, and/or changes in applicable laws or regulations including, but not limited to, those affecting system security and data privacy (“Change(s)”). In the event of a Change, either party may issue a Change Request through the following change order process.</p> <ul style="list-style-type: none"> <li>• Each party shall assign a Change Manager who will be the primary point of contact for issuance and receipt of Change Requests. Each party’s Change Manager shall be responsible for timely working with the other to determine the reasonableness of the terms of the Change Request including the Modification Start Date, and Estimated Completion. A Change Manager in receipt of a Change Request may request additional information and/or more detailed information than that provided in the Change Request and the Change Request Manager shall provide the requested information to the extent reasonable. If either party indicates a Change Request as “urgent,” the parties will work cooperatively to agree upon the details of the Change Request within five (5) business days. For purposes of this section, “urgent” means that any significant delay in the Modification Start Date might cause a party monetary loss or penalties or the inability to continue to provide services consistent with the Contract terms.</li> </ul> |        |

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|            |                           | <ul style="list-style-type: none"> <li>• The parties understand and agree that any Change Request may result in increased cost to the Contractor and that, in such an event, Contractor shall submit a proposal for a corresponding equitable adjustment to price and/or SLAs.</li> <br/> <li>• Once the terms of the Change Request are mutually agreed upon, both Change Managers shall sign the Change Request or, if required, a modified Change Request, with any and all attachments necessary to clarify in detail the information on the Change Request. Attachments may include workflows, timetables or any other documents reasonably necessary to ensure the parties understand the goals and requirements of the Change Request. The Change Request shall also include the agreed upon equitable adjustment.</li> <br/> <li>• Upon finalization of the Change Request the Contract shall be amended in writing by a Change Order reflecting the terms of the agreed upon Change Request. Contractor shall not be required to perform any services that were not requested and agreed upon through this change order process (including an agreed upon equitable adjustment) and incorporated into the Contract.</li> </ul> <p>Should there be any dispute between the parties regarding (a) whether or not requested work is within the Contract scope, or (b) whether the change order process has been followed to completion, the parties shall resolve such dispute by escalating the issue to more senior levels of management. The resolution of such dispute shall be memorialized in writing prior performance of the work that is the subject of the dispute.”</p> |        |

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| 25.        | Section 4.0: Scope of Work (Page 7 of RFP)   | Section 4 says, "The Contractor must also permit Department staff access to records relating to such Contractor staff trainings." Please confirm if direct access to a system is required or if a periodic report provided by the Contractor is acceptable access. | Direct access to a system is not required. Periodic reporting must be made available to the Department upon request.   |
| 26.        | Section 4.1.1: Task/Deliverables (Pages 7-8 of RFP)                                  | Can the state provide actual examples of existing classroom, webinar and online training materials?  | See Amendment #2 of RFP, Attachments G, H and I.   |
| 27.        | Section 4.1: Task/Deliverables, Subsection 1.A: Classroom Training (Page 7 of RFP)   | Will the State provide any of the training rooms and the computers for all classroom trainings or do these need to be provided by the vendor?  | Please see Section 4.1.3.A.iii .c Technical Assistance Training of RFP.  |
| 28.        | Section 4.1: Task/Deliverables, Subsection 1.A: Classroom Training (Page 7 of RFP)   | A) Is there a list of past course locations available to view?<br>B) Are classes held in State office space only or is paid space also utilized?   | A) Please see Section 4.1.3.A. Classroom Training of the RFP.<br>B) See Amendment #2 of RFP.   |
| 29.        | Section 4.1: Task/Deliverables, Subsection 1: Training Modalities (Pages 7-8 of RFP) | The RFP refers to inclusion of video in some online courses. Will the contractor be required to produce and edit video footage? If so, about how many videos are currently used in the training? What is their typical length?                                     | Production and editing of location or studio video footage is not expected to constitute a significant portion of effort for this RFP. Inclusion of video in training is typically limited to graphical animation or Department produced videos. |
| 30.        | Section 4.1: Task/Deliverables, Subsection 1: Training Modalities (Pages 7-8 of RFP) | Does the state generally define "video" as location or studio videography, or are video files more typically graphical animation (for example, animated screen captures)?  | See response to Question #29.  |
| 31.        | Section 4.1: Task/Deliverables, Subsection 1: Training Modalities (Pages 7-8 of RFP) | Will all online training include assessments? What is the typical length of such assessments (number of questions)? Are there any requirements around provision of question pools from which test questions will be randomly used for retests?                     | In general, self-paced training includes assessments of varying length, dependent upon the content, complexity, and length of the curriculum. There are no requirements on the provision of question pools.                                      |
| 32.        | Section 4.1: Task/Deliverables, Subsection 1.C:                                      | Does the State have preferred tools for e-learning authoring and webinar delivery?   | The State does not have preferred tools for e-learning authoring and webinar delivery.   |

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|            | Webinar Training (Page 7 of RFP)   |   |   |
| 33.        | Section 4.1:<br>Task/Deliverables,<br>Subsection 1.D:<br>Archived Webinars<br>(Page 8 of RFP)                      | How many users will require access to the LMS (both training recipients and Department staff)?  | The Department cannot provide absolute numbers. Access to the LMS is based on fluctuating need. See the answer to Question 14 for approximate numbers of users (both training recipients and Department staff) completing training over the past 3 years. |
| 34.        | Section 4.1:<br>Task/Deliverables,<br>Subsection 1.D:<br>Archived Webinars<br>(Page 8 of RFP)                      | After a trainee completes training, will they require continued access to the LMS? If so, for what period?  | See Amendment #2 of RFP.  |
| 35.        | Section 4.1:<br>Tasks/Deliverables,<br>Subsection 2:<br>Transition of Existing<br>Materials (Page 8 of<br>RFP)     | Are you able to provide the name of the organization(s) that previously developed curricula and all related ancillary training materials for ongoing trainings and training programs in development?<br><br>Are samples of current classroom curricula and related training materials available to view?<br><br>Are online courses and webinars available for view? | This question is not relevant to the development of a proposal under this RFP.<br><br>This question is not relevant to the development of a proposal under this RFP.<br><br>See Amendment #2 of RFP, Attachments G, H and I.                              |
| 36.        | Section 4.1:<br>Tasks/Deliverables,<br>Subsection 3: Delivery<br>of Training<br>Components (Pages 8-<br>14 of RFP) | Are there any requirements that existing live training sessions (in-person classroom or webinar) be delivered in languages other than English? If so, what languages must be supported, and what is the estimated percentage of sessions that will be conducted in each language?   | See response to Question #15.   |
| 37.        | Section 4.1:<br>Tasks/Deliverables,<br>Subsection 3: Delivery<br>of Training<br>Components (Pages 8-<br>14 of RFP) | Are there any requirements that printed materials be provided to attendees of in-person classroom training classes?<br>If so, what is the nature and volume of the printed materials and are these costs to be borne by the Contractor as part of the fixed unit price for the training sessions?   | See section 4.4.I: Disseminating All Training Materials of the RFP.<br><br>See Section 5.4 Payment, 6.3 Cost Proposal, and Amendment #2 of RFP.   |
| 38.        | Section 4.1:<br>Tasks/Deliverables,<br>Subsection 3.A.i: NY  | Initial training and "update sessions" are both mentioned in Health Assistor Certification Training.  | The RFP does not contain the term "initial training". The RFP does not contain the term "update sessions". Section 4.1: Tasks/Deliverables, Subsection 3.A.i: NY State of Health  |

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|            | State of Health Assistor Certification Training (Page 9 of RFP)   | Are the update sessions also in-person 3-day classes?  | Assistor Certification Training (Page 9 of RFP) references "upstate", not "update" sessions.<br><br>This question is not clear, therefore the Department cannot provide a response.  |
| 39.        | Section 4.1: Tasks/Deliverables, Subsection 3.A.iii.a: LDSS New Worker (Page 10 of RFP)   | Does the Department foresee an increased demand in the LDSS New Worker trainings? If so, how many annual trainings should be expected?   | LDSS New Worker Training is provided based on demand. Historically, five (5) trainings were delivered annually for the past three years; however, as more members are transitioned from districts to the marketplace for eligibility determinations and enrollment, the demand for LDSS New Worker Training may decline. This information is provided as an indication of past volume and is not a guarantee of future volume. Actual volume may be higher or lower. |
| 40.        | Section 4.1: Tasks/Deliverables, Subsection 3.A.iii.c: Technical Assistance Training (Page 11 of RFP)                             | It is recommended that the Contractor attend Regional Consortia meetings where appropriate, as determined by the Department?<br><br>The Contractor is required to survey the LDSS Staff Development Coordinators and County Medicaid Directors to determine individual LDSS training needs for TA, New Worker and Chronic Care Worker training sessions. Surveys are to be conducted, at a minimum, within 60 days from the beginning of the contract, and annually thereafter. Travel reimbursement to the Contractor will not be provided if attending any Consortia meetings in person. If travel reimbursement to the contractor is not allowable to attend these meetings in person, will the contractor be able to participate in these meeting by phone or Skype? | Yes, see Section 4.1.3.A.iii.c. Technical Assistance Training.<br><br>See Amendment #2 of RFP.   |
| 41.        | Section 4.1: Tasks/Deliverables, Subsection 3.A.iii.c: Technical Assistance Training; and subsection 4.B: Developing the Training | This Section requires a survey of training needs to be completed within 60 days of beginning of Contract but Section 4.1.4.B, Developing the Training Schedule requires it to be completed within 45 days of the Contract approval. The Contractor will potentially not have all of the needs identified within 45 days.   | Please see Amendment #2 of RFP.<br><br>The Department will not extend this deadline.   |



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|            | Schedule (Pages 11 and 15 of RFP)   | Would the Department please extend the deadline for having the training schedule completed to within 90 days after Contract Start to allow for the needs assessment to be completed?                   |   |
| 42.        | Section 4.1: Tasks/Deliverables, Subsection 3.B: Online Self-Paced Trainings and Webinars (Page 12-14 of RFP) | What authoring tool was used to create the existing online trainings?  | Development of online courses has utilized JoomlaLMS in the past, which, along with any other current authorizing tools, produce SCORM compliant files. |
| 43.        | Section 4.1: Tasks/Deliverables, Subsection 3.B: Online Self-Paced Trainings and Webinars (Page 12-14 of RFP) | Will the original source (authoring tool) files be provided for existing online trainings?   | The Department will provide content files only, for existing online trainings. The Department will not provide authoring tools.                         |
| 44.        | Section 4.1: Tasks/Deliverables, Subsection 3.B: Online Self-Paced Trainings and Webinars (Page 12-14 of RFP) | In what format are the online training delivered? (HTML, SCORM, etc.)  | Online training is currently delivered in SCORM compliant format.   |
| 45.        | Section 4.1: Tasks/Deliverables, Subsection 3.B: Online Self-Paced Trainings and Webinars (Page 12-14 of RFP) | What software is currently used to deliver the webinars?   | Currently, the software used to deliver training webinars has included Webex and Go-To-Meetings.  |
| 46.        | Section 4.1: Tasks/Deliverables, Subsection 3.B: Online Self-Paced Trainings and Webinars (Page 12-14 of RFP) | Are there any limitations on webinar software for the intended audiences? (firewalls, etc.)  | The webinar software must be in compliance with Section 4.4: Information Technology and Section 4.5: Security, where applicable.                        |
| 47.        | Section 4.1: Tasks/Deliverables, Subsection 3.B.ii: Facilitated Enrollment                                    | This section lists that the Facilitated Enrollment Training for the Aged, Blind and Disabled is an online self-paced training and webinar. However, Attachment E lists this as an in-person, classroom | See Amendment #2 of RFP, Revised Attachment E. The revised Attachment E is correct as stated in the RFP.  |

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|            | Training for the Aged... (Page 12 of RFP)   | training. Please confirm if this should be delivered via classroom or online via self-paced or webinar. If via classroom, please confirm the number of days of training.  | The Facilitated Enrollment Training for the Aged, Blind and Disabled is not described as an online self-paced training. The Facilitated Enrollment Training for the Aged, Blind and Disabled is a three (3) day in-person classroom training (Section 4.1.2.B.i and 4.1.3.A.ii), and two (2) archived webinars (Section(s) 4.1.2.B.ii and 4.1.3.B.ii)., approximately two (2) hours each.  |
| 48.        | Section 4.1: Tasks/Deliverables, Subsection 3.B.ii: Facilitated Enrollment Training for the Aged... (Page 12 of RFP)    | Please provide historical information on the number of total sessions conducted for the Facilitated Enrollment Training for the Aged, Blind and Disabled.   | <p>There have been four (4) in-person classroom trainings statewide for the Facilitated Enrollment Training for the Aged, Blind and Disabled over the past 5-year period. Two (2) webinars, approximately two (2) hours in length, were also provided for the Facilitated Enrollment Training for the Aged, Blind and Disabled over the past 5-year period.</p> <p>This information is provided as an indication of past volume and is not guarantee of future volume. Actual volume may be higher or lower.</p> |
| 49.        | Section 4.1: Tasks/Deliverables, Subsection 3.B.iv: Qualified Provider Training (Pages 13-14 of RFP)                    | This section says that the Contractor is responsible for the development and provision of these online courses, but in Section 4.1.2, Transition of Existing Material, it says current training materials for this course will be transitioned to the Contractor. Is this new development that would count towards the new curriculum development units in the cost proposal? | <p>No, it is not considered new development.</p> <p>See Section 4.1.5.C. ii.</p>   |
| 50.        | Section 4.1: Task/Deliverables, Subsection 4.A.i: Dedicated Website and Learning Management System (Pages 14-15 of RFP) | In what format is data from the LMS required for the data transfer? What system is the data being transferred to?   | Data from the LMS shall be provided to the Department via Excel format. Data from the successful Contractor's LMS is not transferred directly into a Department system.  |
| 51.        | Section 4.1: Task/Deliverables, Subsection 4.A.i: Dedicated Website and Learning Management                             | Would the state consider using a separate system for tracking travel and reimbursements (outside of the LMS) if the system is accessible from the same website?   | See the response to Question #11.  |

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|            | System (Pages 14-15 of RFP)  |   |   |
| 52.        | Section 4.1:<br>Task/Deliverables,<br>Subsection 4.A.i:<br>Dedicated Website and Learning Management System (Pages 14-15 of RFP) | Will the Dedicated Website and LMS System be required to present alternative content for users with limited English proficiency? If so, which other languages will be required, and will translation service need to be provided by the contractor? | See the response to Question #15.   |
| 53.        | Section 4.1:<br>Task/Deliverables,<br>Subsection 4.A.i:<br>Dedicated Website and Learning Management System (Pages 14-15 of RFP) | What, if any, accessibility standards are required to be met by the Dedicated Website and LMS System?   | The Dedicated Website and LMS system must be in compliance with Section 4.4: Information Technology and Section 4.5: Security, where applicable.  |
| 54.        | Section 4.1:<br>Task/Deliverables,<br>Subsection 4.A.i:<br>Dedicated Website and Learning Management System (Pages 14-15 of RFP) | What, if any, Service Level Agreements will be required of the Contractor for the Dedicated Website and LMS System?   | There will not be a separate Service Level Agreement for the Dedicated Website and LMS system.  |
| 55.        | Section 4.1:<br>Task/Deliverables,<br>Subsection 4.A.i:<br>Dedicated Website and Learning Management System (Pages 14-15 of RFP) | Is it the intention of the 60-day delivery of the LMS requirement to imply that the LMS will be an existing solution, or off-the-shelf solution?  | The Department does not require nor disallow that the LMS be an existing solution or a Commercial Off the Shelf (COTS) solution. The successful Contractor is responsible for delivery of the LMS, according to the specifications of this RFP. |
| 56.        | Section 4.1:<br>Task/Deliverables,<br>Subsection 4.A.i:<br>Dedicated Website and Learning Management System (Pages 14-15 of RFP) | Is there a provision for a custom-built LMS delivered after the 60-day requirement?   | See the response to Question #55.   |

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| 57.        | Section 4.1:<br>Task/Deliverables,<br>Subsection 4.A.i:<br>Dedicated Website and Learning Management System (Pages 14-15 of RFP) | Is the NYS DOH Learning Management System <a href="https://www.nylearnsph.com/">https://www.nylearnsph.com/</a> an option for an existing LMS solution?  | See the response to Question #55.   |
| 58.        | Section 4.1:<br>Task/Deliverables,<br>Subsection 4.A.i:<br>Dedicated Website and Learning Management System (Pages 14-15 of RFP) | Are there other existing LMSs that may serve as an option for the intended audience?   | See the response to Question #55.   |
| 59.        | Section 4.1:<br>Task/Deliverables,<br>Subsection 4.A.i:<br>Dedicated Website and Learning Management System (Pages 14-15 of RFP) | What is the LMS currently being used to deliver online trainings?  | Development and delivery of online courses has utilized JoomlaLMS in the past, which, along with any other current authorizing tools, produce SCORM compliant files.  |
| 60.        | Section 4.1:<br>Task/Deliverables,<br>Subsection 4.A.i:<br>Dedicated Website and Learning Management System (Pages 14-15 of RFP) | Please provide what formats are compatible with the county reporting database.   | Excel or Access are county compatible formats.  |
| 61.        | Section 4.1:<br>Task/Deliverables,<br>Subsection 4.A.i:<br>Dedicated Website and Learning Management System (Pages 14-15 of RFP) | This section says, "The Contractor shall also, within 30 days of notification of OSC contract approval, establish a waitlist policy, subject to Department approval, for ensuring follow-up to trainees who are registered and subsequently closed out of a training session due to full enrollment or cancellation, as well as a policy to limit registrants to one (1)-time attendance at any one session in a given contract year." | The restriction to limit registrants to one-time attendance at any one session does not apply across all trainings. In the example given, a participant that took the NY State of Health Assistor Certification training is not barred from registering for LDSS courses if they were to transfer to work at a local district and that district determined the need for training. |

| Question # | Corresponding RFP Section  | Bidder's Question   | Answer  |
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|            |  | Does this restriction apply across all trainings? For example, Participant A takes the NYSOH Assistor Certification but then transfers to a LDSS – is Participant A barred from registering for any LDSS courses?   | See also Section 4.1.5.A.vi Compensation of Contract Deliverables of the RFP.                                       |
| 62.        | Section 4.1: Task/Deliverables, Subsection 4.A.i: Dedicated Website and Learning Management System (Pages 14-15 of RFP)  | Can the Contractor electronically transfer the training evaluations to the Department in a way other than a file transfer?  | No. Please see Section 4.1.4.A.i..  |
| 63.        | Section 4.1: Task/Deliverables, Subsection 4.A.i: Dedicated Website and Learning Management System (Pages 14-15 of RFP)  | <p>The section says, "The Contractor must implement necessary security measures to ensure any sensitive data submitted by the registrants (e.g., Social Security Numbers will not be available to outside entities)."</p> <p>Is the Contractor expected to handle SSNs or other sensitive information? Please provide a list of data elements currently captured for registrants or requirements for data elements that must be obtained for registrants.</p> | The successful Contractor is not required to handle SSNs. For specific data elements, see Section 4.3.4: Reporting. |
| 64.        | Section 4.1: Task/Deliverables, Subsection 4.B: Developing the Training Schedule; and Subsection 3.A.iii.c: Technical Assistance Training (Pages 15 and 11 of RFP) | <p>The needs assessment per Section 4.1.3.A.iii.c, Technical Assistance Training, is to be completed within 60 days. However, Section 4.1.4.B requirement says the training schedule has to be completed within 45 days of the Contract approval.</p> <p>Can the Department please extend the deadline for having the training schedule completed to within 90 days of the Contract approval to allow for the needs assessment to be completed?</p>           | <p>Please see Amendment #2 of the RFP.</p> <p>The Department will not extend this deadline.</p>                     |
| 65.        | Section 4.1: Task/Deliverables, Subsection 4.C: Development/Revision of Training   | The section says, "Copies of all approved training curricula/ancillary training materials developed by the Contractor must be submitted electronically and in hard copy to the Department in final format at  | See Amendment #2 of the RFP.  |

| Question # | Corresponding RFP Section   | Bidder's Question  | Answer   |
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|            | Content/Curricula (Pages 15-17 of RFP)  | <p>least two (2) weeks prior to delivery of in-person classroom training.”</p> <p>Please confirm that this is only for new material and if the Contractor has provided material for past sessions, they do not need to resubmit material for every session if it has not changed.</p>  |  |
| 66.        | Section 4.1: Task/Deliverables, Subsection 4.C: Development/Revision of Training Content/Curricula (Pages 15-17 of RFP)   | For development and revision of training content/curricula, will the Contractor be required to develop content or ancillary materials for users with limited English proficiency? If so, which other languages will be required, and will translation services need to be provided by the contractor?  | Please see the response to Question #15.   |
| 67.        | Section 4.1: Task/Deliverables, Subsection 4.C: Development/Revision of Training Content/Curricula; and Subsection 5.D: New Curriculum Development (Pages 17 and 22 of RFP) | <p>Would the State agree to forego any assessment of a 5% penalty for late submission of a deliverable where the delay is due to reasons beyond the contractor's reasonable control?</p> <p>Would the penalty only apply to deliverables specifically identified by the parties in advance?</p>  | <p>See Amendment 2 of the RFP.</p> <p>The penalty does not apply to delays caused by the Department.</p>   |
| 68.        | Section 4.1: Tasks/Deliverables, Subsection 4.E: Reserving Hotel Rooms and Mileage Reimbursement for Training Participants (Page 18 of RFP)                                 | <p>The proposal indicates in several places that trainee travel reimbursement and overnight arrangements is supportable and follows OSC guidelines. However, on page 18 it states “The Contractor must not charge or collect fees from trainees for food or beverages, if provided. Food and beverages are not reimbursable as part of this RFP. The Department will not reimburse per-diem allowances for breakfast, lunch, dinner or childcare expenses. No expenses in these categories are to be submitted to the Department for reimbursement.”</p> <p>A. Please confirm that the contractor is not required to reimburse meal expenses to eligible overnight</p> | <p>A. Trainee travel reimbursement and overnight arrangements are only available to eligible LDSS trainees, and do not include per-diem allowances for meals or child-care (See Section 4.5.H.).</p> <p>B. No. Per Section 4.1.4.E, “As part of this contract, the Department will not be reimbursing separately for any travel expenses incurred by the Contractor. All Contractor travel expenses should be accounted for within the bid price for services being provided”.</p> |

| Question # | Corresponding RFP Section  | Bidder's Question   | Answer  |
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|            |  | trainee travelers. B.We understand there is no reimbursement for food and beverages for trainees, but is reimbursement of these expenses allowed for training staff in travel status?   |   |
| 69.        | Section 4.1: Tasks/Deliverables, Subsection 4.E: Reserving Hotel Rooms and Mileage Reimbursement for Training Participants (Page 18 of RFP       | The RFP explicitly mentions "mileage reimbursement" as a cost the Contractor is required to provide to LDSS attendees, but also says more generally that "travel expenses include round-trip transportation". Are travel expenses limited to mileage reimbursement, or is the Contractor required to cover (by either directly paying or reimbursing attendees for) other travel expenses such as train or airfare? (Please note that Section 4.3.6.F on page 25 lists only "hotel and mileage reimbursement" under the required documentation for travel expense reimbursement.) If so, what criteria are to be applied to determine what mode(s) of travel are reimbursable in any given situation? | See Amendment #2 of the RFP.  |
| 70.        | Section 4.1: Tasks/Deliverables, Subsection 4.E: Reserving Hotel Rooms and Mileage Reimbursement for Training Participants (Page 18 of RFP)      | Will the Contractor require prior authorization to reserve travel accommodation and cost reimbursement? If so, what form will this take?  | No prior authorization by the Department is required for the Contractor to reserve travel accommodations and cost reimbursement.  |
| 71.        | Section 4.1: Tasks/Deliverables, Subsection 4.F: Cancellation of Scheduled Sessions with Resultant Costs Incurred by Contractor (Page 19 of RFP) | The RFP states: It is the Contractor's responsibility to secure training space, materials and equipment and provider reimbursement to qualified class participants for any sessions held outside the recommended class size." What does this mean?  | This refers to the Contractor's responsibilities as being the same whether providing a training that falls within the recommended class size or outside the recommended class size. |
| 72.        | Section 4.1: Tasks/Deliverables, Subsection 4.J: Documenting and   | Is the Contractor required to confirm a registrant/attendee's identity?   | The Department does not require the Contractor to verify a registrant/attendee's identity.  |

| Question # | Corresponding RFP Section   | Bidder's Question  | Answer  |
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|            | Evaluating Training Sessions (Pages 19-20)  |  |   |
| 73.        | Section 4.1: Tasks/Deliverables, Subsection 4.J: Documenting and Evaluating Training Sessions (Pages 19-20) | The section says "original" sign-in and pre/post-test sheets which seems to indicate that the Department is expecting hard copies for these records with actual signatures. Would electronic sign-in and pre/post-test sheets be acceptable?   | See Section 4.3.8 of RFP.   |
| 74.        | Section 4.1: Tasks/Deliverables, Subsection 4.J: Documenting and Evaluating Training Sessions (Pages 19-20) | <p>The section says, "If a trainee fails to sign-in on a day of a training course, the Contractor will, within (2) business days, contact the trainee, their supervisor and the Department via email to request an explanation for the absence, giving them five (5) business days to respond."</p> <p>How will the Contractor know who the trainee's supervisor is and their contact information?</p> | The supervisor information is provided by the trainee upon registration.  |
| 75.        | Section 4.1: Tasks/Deliverables, Subsection 4.J: Documenting and Evaluating Training Sessions (Pages 19-20) | Are participants required to complete a post-training evaluation of the course in order to be considered as "completing" the course? Usually course evaluations are administered on a voluntary basis. We request that this requirement be removed when evaluating course completion.  | See Section 4.1.4.J of RFP: Documenting and Evaluating Training Sessions.   |
| 76.        | Section 4.1: Tasks/Deliverables, Subsection 4.J: Documenting and Evaluating Training Sessions (Pages 19-20) | Does the Department have any requirements for the minimum or maximum number of questions for the post-test?  | The number and content of questions on assessments will be determined with the successful Contractor upon contract initiation and planning. |
| 77.        | Section 4.1: Tasks/Deliverables, Subsection 4.J: Documenting and Evaluating Training                        | Can a participant miss any classroom days and still be awarded a certification of completion?  | Please see section 4.1.4.J: Documenting and Evaluating Training Sessions.   |



| Question # | Corresponding RFP Section   | Bidder's Question   | Answer   |
|------------|---|---|--|
|            | Sessions (Pages 19-20)  |   |  |
| 78.        | Section 4.1: Tasks/Deliverables, Subsection 4.J: Documenting and Evaluating Training Sessions (Pages 19-20) | Is the Contractor responsible for developing the trainer evaluation forms submitted by the trainees?  | Yes, the Contractor is responsible for developing trainer evaluation forms with the approval and input from the Department. See Section 4.1.4.C: Development/Revision of Training Content/Curricula. |
| 79.        | Section 4.1: Tasks/Deliverables, Subsection 5.A: Multi-Day Classroom Training Sessions (Pages 20-21 of RFP) | Please confirm payment for an in-person session is not contingent upon all of the follow-up activities for attendees that fail to show-up to a session being completed and/or a class attendance rate.          | See Section 5.4 Payment.   |
| 80.        | Section 4.1: Tasks/Deliverables, Subsection 5.A: Multi-Day Classroom Training Sessions (Pages 20-21 of RFP) | Please confirm the recommended class size is the minimum of 10 referenced in the attachments.   | See Attachment F for recommended class size ranges.  |
| 81.        | Section 4.1: Tasks/Deliverables, Subsection 5.A: Multi-Day Classroom Training Sessions (Pages 20-21 of RFP) | To what timeframe does this apply? For example, can a trainee only attend the specific training session once per year, once per month, etc.?  | Please see response to Question #61.   |
| 82.        | Section 4.1: Tasks/Deliverables, Subsection 5.A: Multi-Day Classroom Training Sessions (Pages 20-21 of RFP) | Does this apply across all training programs? For example, if someone takes the NYSOH Assistor certification and wants to take a LDSS training later, will that attendee be barred from taking the LDSS course? | Please see response to Question #61.   |
| 83.        | Section 4.1: Tasks/Deliverables, Subsection 5.C: Webinars and Self-   | Is there a minimum duration requirement for a webinar? Attachment B lists two types of live webinars -- up to 2 hours and 2-4 hour webinars. Please confirm any webinar less than 2 hours is                    | Correct, any webinar less than two (2) hours is reimbursable under the "up to 2 hours" category per Amendment #2 of the RFP, Revised Attachment B: Cost Proposal.                                    |

| Question # | Corresponding RFP Section   | Bidder's Question  | Answer  |
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|            | Paced Online Training (Page 21 of RFP)  | reimbursable under the "up to 2 hours" category (i.e., 30-minute or 1-hour webinars).  |   |
| 84.        | Section 4.1: Tasks/Deliverables, Subsection 5.D: New Curriculum Development (Page 21 of RFP)              | Please confirm the Contractor will not be responsible for delays outside of the Contractor's control or due to Department constraints.   | Please see response to Question #67.  |
| 85.        | Section 4.1: Tasks/Deliverables, Subsection 5.F: Website Development (Pages 21-22 of RFP)                 | Will the Department be establishing acceptance criteria for the website development outside of those listed in Section 4.1.4.A.i, Dedicated Website and Learning Management System?  | No, however, the Dedicated Website and Learning Management System will be subject to the Department's approval. |
| 86.        | Section 4.1: Tasks/Deliverables, Subsection 5.H: Travel Expenses (Page 23 of RFP)                         | Please provide any historical data on the average annual value of the travel expense reimbursements.   | This question is not relevant to development of a proposal under this RFP.                                      |
| 87.        | Section 4.1: Tasks/Deliverables, Subsection 5: Compensation of Contract Deliverables (Pages 20-23 of RFP) | Are trainees scoring below the 70% threshold allowed to retake the course, and if so, how many retakes are allowed?  | See Amendment #2 of the RFP.  |
| 88.        | Section 4.1: Tasks/Deliverables, Subsection 5: Compensation of Contract Deliverables (Pages 20-23 of RFP) | Will the State use the Change Order process when training materials or other contract deliverables must be updated during the course of the contract due to changes in the Affordable Care Act (ACA) guidelines, Medicaid rules, or other applicable regulatory provisions?  | See response to Question #24.   |
| 89.        | Section 4.1: Tasks/Deliverables, Subsection 5: Compensation of Contract Deliverables (Pages 20-23 of RFP) | The Department reserves the right to assess a 5% penalty on payment of outstanding deliverables, if mutually agreed upon timelines for curricula development or revision are unmet. Are there any exceptions for events beyond the Contractor's control such as DOH delay in approval of draft or final curricula? | See Amendment #2 of the RFP.  |

| Question # | Corresponding RFP Section  | Bidder's Question   | Answer   |
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| 90.        | Section 4.2: Staffing, Sub-bullet 2 (Page 23 of RFP)                           | Will the Department permit the Contractor to utilize a Project Director who is less than full time?   | No. The Project Director must be full time (See Amendment #2 of the RFP, Attachment D).  |
| 91.        | Section 4.2: Staffing, Sub-bullet 5 (Page 23 of RFP)                           | The Department must be notified in writing, in advance, if the Contractor proposes a change in project staff (including subcontractors). Does this requirement only apply to the key positions identified in #2 (Project Director, Senior Training Staff, Training Staff and IT/LMS Technical Staff)? For instance, would this requirement apply to project support positions with minimal percentage of effort on the project?                   | See Amendment #2 of the RFP.   |
| 92.        | Section 4.3: Reporting, Sub-bullet 6 (Page 25 of RFP)                          | <p>The Contractor must complete monthly reports, as prescribed by the Department, to be received by the Department with each monthly claim for payment.</p> <p>Would DOH consider quarterly reporting and claims for payment submissions instead of monthly submissions?</p> <p>Would DOH consider on-demand data reports (generated from an administrative section of the website) rather than periodic (monthly or quarterly) data reports?</p> | <p>No. Monthly reporting and monthly vouchering is required as stated in the RFP.</p> <p>No, the reporting is required as stated in the RFP.</p> |
| 93.        | Section 4.3: Reporting, Sub-bullet 6 (Page 25 of RFP)                          | What supporting documentation must be collected for hotel and mileage reimbursement?  | The documentation provided would need to fully support the expenses.   |
| 94.        | Section 4.3: Reporting, Sub-bullet 8 (Page 26 of RFP)                          | Can the sign-in sheets be administered digitally/electronically?  | See Section 4.3.8 of RFP.  |
| 95.        | Section 4.4: Information Technology and Section 4.5: Security (Page 26 of RFP) | Are the links provided for the IT and Security sections on page 26 reversed? i.e. – is the link provided under 4.4 related to 4.5 and vice versa?   | The IT and Security links are correct as written in the RFP.   |
| 96.        | Section 4.6: Transition (Page 27 of RFP)                                       | Section 4.6 says, "Three (3) months prior to the end of the contract period, the Contractor will work with the Department and incumbent to ensure a   | The "incumbent" is referring to the successor Contractor.  |

| Question # | Corresponding RFP Section                 | Bidder's Question   | Answer  |
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|            |   | complete, efficient, and successful transition." Since all of the requirements in this section are in reference to transition out at the end of the contract, should the requirement be re-phrased to indicate that the Contractor will work with the Department and successor contractor?  |   |
| 97.        | Section 5.4: Payment (Pages 28-29 of RFP) | <p>There will be no payment to the Contractor for canceled courses or for any incurred expenses.</p> <p>What reasons are considered to be a course cancellation?</p> <p>Are there any exceptions for events beyond the Contractor's control such as extreme weather conditions, Governor's order to close state agencies, power outages at training locations, etc.?</p> <p>What if training materials were already prepared and printed and contracts with hotels were signed and costs obligated at the time of cancellation (by the sponsor or due to inclement weather)? Are these costs able to be covered by the project?</p> | See Section 4.1.4.D: Arranging for and/or Providing Venues for Training and Section 4.1.4.F: F. Cancellation of Scheduled Sessions with Resultant Costs Incurred by Contractor. |
| 98.        | Section 5.4: Payment (Pages 28-29 of RFP) | What information on invoices and/or receipts is required in order to process reimbursement?   | See Section 5.4: Payment and response to Question #93.  |
| 99.        | Section 5.4: Payment (Pages 28-29 of RFP) | <p>Will the State revise RFP Section 5.4 to provide that Contractor shall not be liable for penalties unless the delay is solely caused by Contractor's delay and cap the total penalty assessment as follows:</p> <p>"Reasonable timeframes, as approved by Department staff during initial and subsequent planning, will be established for new curricula development. The Department reserves the right to assess a 5% penalty on payment of the deliverable</p>   | See Amendment #2 of the RFP.  |

| Question # | Corresponding RFP Section  | Bidder's Question   | Answer   |
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|            |  | for a given month if mutually agreed upon timelines for curricula development or revision are unmet <b>solely due to the actions of Contractor</b> . This 5% penalty will continue to be enacted until timelines are met, <b>but no event shall the penalty accrue longer than 30 calendar days.</b> "  |  |
| 100.       | Section 5.7: Sales and Compensating Use Tax Certification (Tax Law Section 5-a) (Page 31 of RFP)         | We do not fit all criteria for required registration. May we submit an explanation or documentation of our exemption?   | This form is governed by the Department of Taxation and Finance and any issues with the form must be discussed with them.  |
| 101.       | Section 6.0: Proposal Content (Pages 37-43 of RFP)   | Is it acceptable for the bidder to include a title page and table of contents for both the Administrative and Cost proposals we are required to submit as part of our proposal response?  | A title page and table of contents is acceptable for the Administrative Proposal.<br><br>A title page is acceptable for the cost proposal, however the cost proposal should only include the Revised Attachment B. |
| 102.       | Section 6.1: Administrative Proposal, Subsection 3: Vendor Responsibility Questionnaire (Page 37 of RFP) | If we complete the Vendor Responsibility Attestation indicating that we are exempt and provide documentation of our exempt status will this be sufficient?  | Yes, that is sufficient for the submission.  |
| 103.       | Section 6.1: Administrative Proposal, Subsection 9: Diversity Practices Questionnaire (Page 38 of RFP)   | RFP Section 6.1.9 says that Attachment 10 "Diversity Practices Questionnaire" responses will be formally evaluated and scored. Will Attachment 10 be scored? If yes, please explain how that scoring integrates into the RFP Section 8 Method of Award.   | Attachment 10: Diversity Practices Questionnaire will be formally evaluated and scored as part of the Technical Evaluation.  |
| 104.       | Section 6.2: Technical Proposal, Subsection B, Sub-bullet iv (Page 42 of RFP)                            | The proposal asks bidders to list a staffing chart and staff qualifications to meet Attachment D. There are no administrative staff positions listed in Attachment D. Our administrative staff are key parts of our ability to deliver trainings on the current contract – printing and shipping materials, helping participants register for trainings, and creating regular reports on the project's work. Should we list these | See Amendment #2 of the RFP, Section 6.2 Technical Proposal.   |

| Question # | Corresponding RFP Section                             | Bidder's Question   | Answer  |
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|            |   | administrative positions in the same section of our proposal or in a different area?  |   |
| 105.       | Section 6.3: Cost Proposal (Page 43 of RFP)           | What is the dollar threshold for an item to be considered an equipment purchase?  | This question is not relevant to the development of a proposal under this RFP. See Section 6.3 Cost Proposal.   |
| 106.       | Section 6.3: Cost Proposal (Page 43 of RFP)           | Is there a cap to the percentage of overhead costs (indirect rate) that can be charged?   | Bidders will not be separately reimbursed for an overhead/indirect rate. Please see response to Question #105.  |
| 107.       | Section 7.0: Proposal Submission (Pages 43-45 of RFP) | <p>All hard copy proposal materials should be printed on 8.5" x 11" white paper (single-sided) and be clearly page numbered on the bottom of each page with appropriate header and footer information.</p> <p>Apart from the page numbers on the bottom of each page, what other header and footer information is being requested? For example, should the Bidder's name and RFP number be included on each page?</p> | There is no specific requirement surrounding the information included in the header and footer of a submitted proposal. The bidder's name, page numbers and RFP number are sufficient.  |
| 108.       | Section 8.4: Cost Evaluation (Page 46 of RFP)         | The maximum cost score will be allocated to the proposal with the lowest all-inclusive not-to-exceed maximum price. Is the maximum price based on Year 1 costs only or does it include Years 1 through 5?   | The maximum price is based on Years 1 through 5.  |
| 109.       | Section 8.4: Cost Evaluation (Page 46 of RFP)         | It is our understanding the lowest all-inclusive not-to-exceed maximum price would be calculated from the estimated annual quantities and proposed unit prices included in Attachment B. If this is correct, will this maximum price serve as the limit on the number of units that may be delivered in total or is the vendor required to assume financial risk if the State requests more units than estimated?     | See Amendment #2 of the RFP, Revised Attachment B: Cost Proposal, *Estimates are based on current and projected training needs. Actuals may be higher or lower. Payment will be based on completed actuals to the satisfaction of the Department. |
| 110.       | Attachment B: Cost Proposal (Pages 49-52 of RFP)      | In Attachment B, the estimated annual quantity for NY State of Health Assistor Certification and Facilitated Enrollment Training for the Aged, Blind and Disabled is 182 training days. Both trainings are listed on page 8, section 4.1, of the proposal as three-day trainings. That would break down to 60 Assistor Certification and Facilitated Enrollment Training over the year with two leftover training     | No other trainings fall into this category in the Cost Proposal. This would break down to 60-61 three (3) day trainings of either topic.  |

| Question # | Corresponding RFP Section                        | Bidder's Question   | Answer   |
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|            |  | days. Are there any other trainings that fall into this category?   |  |
| 111.       | Attachment B: Cost Proposal (Pages 49-52 of RFP) | <p>Section 4.1.3.A.iii (page 9-11) lists in-person classroom training for LDSS New Worker and LDSS Chronic Care Worker (Introductory and Advanced), referring to Attachment B for estimated annual quantity of each training, but there are no lines in Attachment B referring to these 7- and 4-day trainings.</p> <p>A. Is pricing for these trainings to be included in "LDSS Medicaid Training and Technical Assistance (at LDSS Site)" on Page 2 of Attachment B?</p> <p>B. Is the 66-day estimate (per year) inclusive of all these trainings as well as Regional Medical Consortia and all other Technical Assistance Training days?</p> | <p>A. Yes, see Amendment #2 of the RFP. Revised Attachment B: Cost Proposal</p> <p>B. See Amendment #2 of the RFP, Revised Attachment B: Cost Proposal.</p>                                      |
| 112.       | Attachment B: Cost Proposal (Pages 49-52 of RFP) | In Attachment B, under Online Self-Paced New Development, the proposal asks for the Unit Price per curriculum. Is there a defined length of an online self-paced curriculum we can use to create a unit price? We have developed several online self-paced trainings across different programs that vary in length – some are only one module long and can be completed in two hours, others are 23 modules long and require multiple days to complete.   | See Amendment #2 of the RFP, Revised Attachment B: Cost Proposal.  |
| 113.       | Attachment B: Cost Proposal (Pages 49-52 of RFP) | The RFP contemplates the provision of a Learning Management System. In Attachment B, Cost Proposal, a separate area for vendors to submit their cost for the Learning Management System is not provided. Please provide confirmation that we are to include a Learning Management System and where we should include the cost for that system.  | The cost for the LMS should be included in the Revised Attachment B: Cost Proposal in sections 4.B "Training Website Development (Year 1 only)", and 4.C. "Monthly Fee for Website Maintenance". |
| 114.       | Attachment B: Cost Proposal (Pages 49-52 of RFP) | Are the Unit Prices in Years 2 through 5 subject to an annual Economic Price Adjustment each calendar year?   | No. The unit prices in Years 2-5 are not subject to an Economic Price Adjustment each calendar year.   |

| Question # | Corresponding RFP Section   | Bidder's Question   | Answer  |
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| 115.       | Attachment B: Cost Proposal (Pages 49-52 of RFP)                            | Is the unit cost for development of Online Self-Paced training the same regardless of the length of the course?   | See Amendment #2 of the RFP, Revised Attachment B: Cost Proposal  |
| 116.       | Attachment B: Cost Proposal (Pages 49-52 of RFP)                            | What is the anticipated length of the newly developed Online Self-Based training?   | See Amendment #2 of the RFP, Revised Attachment B: Cost Proposal  |
| 117.       | Attachment B: Cost Proposal (Pages 49-52 of RFP)                            | The estimated annual quantity for the NY Assistor Certification is 182 training days. Please confirm that since this is currently a three-day session, there would be an estimated 61 total sessions.   | Please see the answer to Question #110.   |
| 118.       | Attachment F: Recommended Class Size Per Training Modality (Page 58 of RFP) | Will you please provide the course length for each of the existing trainings listed in Appendix F?  | Please see Amendment 2 of the RFP, and revised Attachment E.  |
| 119.       | Attachment F: Recommended Class Size Per Training Modality (Page 58 of RFP) | How is the seven-day LDSS- New Worker session structured? Is it 4 days and then 3 days for consecutive weeks?   | The seven-day LDSS – New Worker training is currently structured as 4 days the first week of training, a week break from training, then the remaining three (3) days of training in the third week. |
| 120.       | Attachment F: Recommended Class Size Per Training Modality (Page 58 of RFP) | For the NY State of Health Assistor training and the FE training the class max is 50. Are these two trainer classes?  | This class has been conducted using one or two trainers. The Contractor must determine the best methodology to achieve the RFP requirements.  |
| 121.       | Attachment 8: DOH Agreement   | <p>RFP is silent. Will the State include a limitation of liability provision substantially similar to the provision included in other State consulting services contracts, as set forth below?</p> <p>"Limitation of Liability. For all other claims against Contractor where liability is not otherwise set forth in the Contract as being "without Limitation," and regardless of the basis on which the claim is made, Contractor' liability under the Contract for direct damages shall be the greater of the following: (i) \$1,000,000.00; (ii) the dollar amount of the Contract; or (iii) two (2) times the charges rendered by</p> | See Amendment #2 of the RFP.  |



| Question # | Corresponding RFP Section            | Bidder's Question   | Answer  |
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|            |                                      | <p>Contractor under the Contract and including any amendments.</p> <p>Unless otherwise specifically enumerated herein, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings. Notwithstanding the foregoing or anything herein to the contrary, the State will not consider any limitation of liability for personal injury or death, U.S. copyright infringement, or damage to real or personal property, regardless of the nature of the damages sought for any such claim."</p> |   |
| 122.       | Attachment 8: DOH Agreement          | Will the State agree to negotiate a reasonable aggregate limitation of liability with the successful contractor? We would propose an aggregate cap on liability equal to total contract value.  | See Amendment #2 of the RFP.  |
| 123.       | Attachment 8: DOH Agreement (Page 4) | Clause III(C) - We would like to request the following language be added to the end of this clause: "...termination, however, Contractor shall be paid for all allowable costs and non-cancellable commitments incurred up until receipt of a Notice of Termination from Department."   | Please refer to Section III. G.(2) for terms governing post-termination compensation. As part of <a href="#">Attachment 7</a> , Bidder's Certified Statements, bidders are required to certify that they accept the contract terms and conditions as set forth in the RFP. NYSDOH does not negotiate specific language proposed by potential bidders as part of the Question and Answer process, but reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions as set forth in the RFP without modification should NYSDOH determine that that constitutes the best interests of New York State. |
| 124.       | Attachment 8: DOH Agreement (Page 4) | Clause III(E) - We would like to request the following replacement language: "...advisable, however, such   | As part of <a href="#">Attachment 7</a> , Bidder's Certified Statements, bidders are required to certify that they accept the contract terms and conditions as set forth in the RFP. NYSDOH does not negotiate  |

| Question # | Corresponding RFP Section            | Bidder's Question  | Answer  |
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|            |                                      | replacement shall in all instances be reasonable in accordance with industry standards."   | specific language proposed by potential bidders as part of the Question and Answer process, but reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions as set forth in the RFP without modification should NYSDOH determine that that constitutes the best interests of New York State.  |
| 125.       | Attachment 8: DOH Agreement (Page 4) | Would the State please confirm that, in the event of a termination for convenience pursuant to Section III.F, contractor will be equitably compensated for (i) all work performed up to the termination date, (ii) the unamortized portion of any start-up costs incurred in connection with the program, and (iii) any reasonable and necessary wind down expenses?   | Please refer to Section III. G.(2) for terms governing post-termination compensation. As part of <a href="#">Attachment 7</a> , Bidder's Certified Statements bidders are required to certify that they accept the contract terms and conditions as set forth in the RFP. NYSDOH does not negotiate specific language proposed by potential bidders as part of the Question and Answer process, but reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions as set forth in the RFP without modification should NYSDOH determine that that constitutes the best interests of New York State |
| 126.       | Attachment 8: DOH Agreement (Page 4) | <p>Section VIII.D of the contract mandates that contractor share copies of its subcontract agreements with the State. These agreements contain proprietary and confidential information which is sensitive in nature, and could cause irreparable harm to contractor if shared with competitors (pursuant to public record disclosure laws).</p> <p>Will the State allow contractor to redact any confidential and proprietary information in the subcontracts prior to submission to the State?</p> | Redaction would not be permissible. The Department follows protocols established by the Department's Records Access Office in handling requests for disclosure and as part of those protocols, vendors are given the opportunity to assert confidentiality and proprietary protections from disclosure.   |

| Question # | Corresponding RFP Section               | Bidder's Question  | Answer   |
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| 127.       | Attachment 8: DOH Agreement (Pages 4-5) | Will the State revise Contract Sections III.C and III.G.1 to include a guaranteed cure right similar to the cure right included in Section III.E?  | The Department will allow a reasonable cure period and will negotiate those specific terms and conditions with the contract awardee within the scope of the RFP and in the best interests of New York State.   |
| 128.       | Attachment 8: DOH Agreement (Page 5)    | <p>Will the State add the following as Contract Section III.H.3:</p> <p>“Upon termination for whatever reason and regardless of the nature of the default (if any) and notwithstanding any set off rights set forth above, State agrees to pay Contractor in full for all Services satisfactorily provided to State under this Agreement, or any amendment thereto, as of the effective date of termination of the Agreement.”</p>   | Please refer to Section III. G.(2) for terms governing post-termination compensation. As part of <a href="#">Attachment 7</a> , Bidder's Certified Statements, bidders are required to certify that they accept the contract terms and conditions as set forth in the RFP. NYSDOH does not negotiate specific language proposed by potential bidders as part of the Question and Answer process, but reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions as set forth in the RFP without modification should NYSDOH determine that that constitutes the best interests of New York State |
| 129.       | Attachment 8: DOH Agreement (Page 6)    | <p>In regards to Appendix F: Technology Terms and Conditions, Subsection W, the ownership and licensing provisions relating to contractor's proprietary software tools used in the delivery of the services are not properly defined in the RFP. These tools were developed at contractor's expense and do not constitute “deliverables” within the meaning of the RFP. Instead, these tools will be used during the term of the agreement to provide services to the State.</p> <p>Would the State please confirm that contractor's tools will be licensed to the state during the term of the agreement only, with no residual rights conveying to the State beyond the contract term?</p> | Potential bidders should refer to Appendix F Section W for provisions relating to ownership of software.   |
| 130.       | Attachment 8: DOH Agreement (Page 7)    | In regards to Appendix F: Technology Terms and Conditions, Subsection Y.1.a, the source code release triggers in paragraph “a” are overly broad. Would the State agree to delete the following two grounds for release of the source code: item (ii) “CONTRACTOR misrepresents its Products or   | <p>No, the Department cannot agree to delete those provisions.</p> <p>Please see Appendix F of Attachment 8.</p>   |

| Question # | Corresponding RFP Section               | Bidder's Question   | Answer   |
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|            |   | <p>services," and item (iii) "CONTRACTOR fails to perform work as agreed upon in this Contract and subsequent Contract?"</p> <p>Also, would the State please confirm that the released source code will only be used by the State for the remainder of the original contract term?</p>  |  |
| 131.       | Attachment 8: DOH Agreement (Pages 7-8) | Will the State to revise Appendix F Section Y in the event a Contractor proposes a COTS such that that are no source code escrow requirements? Or, in the alternative, will the State agree to some other form of source code assurance (e.g., a COTS provider guaranty letter) due to the cost prohibitive nature of obtaining an escrow agreement for commercial software?  | If COTS is used then source code escrow is not required  |
| 132.       | Attachment 8: DOH Agreement (Page 10)   | Clause IV(C)(3)(j) Cybersecurity Liability – We would like to request clarification as to the applicability of this requirement. Specifically, what will the Contractor be receiving (i.e. what data) that requires this coverage?  | See Section 4.0 Scope of Work.   |
| 133.       | Attachment 8: DOH Agreement (Page 16)   | Clause IX(E)(2)-(5) – We would like to request revision of these clauses to conform with our organizational policies. Such updates would be requested at time of contract issuance, but we can state generally that we would request ownership of all materials we produce under this Agreement and would sign a royalty-free, non-exclusive, and irrevocable license to DOH to use for research and government purposes. | As part of the <a href="#">Attachment 7</a> , Bidder's Certified Statements, bidders are required to certify that they accept the contract terms and conditions as set forth in the RFP. NYSDOH does not negotiate specific language proposed by potential bidders as part of the Question and Answer process, but reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions as set forth in the RFP without modification should NYSDOH determine that that constitutes the best interests of New York State. Generally, however, waiving ownership of deliverables that the Department is paying for under a contract would be considered to be a very 'material' term. |
| 134.       | Attachment 8: DOH Agreement (Page 17)   | Will the State Agree to add the following as Contract Section IX.E.6:   | As part of <a href="#">Attachment 7</a> , Bidder's Certified Statements, bidders are required to certify that they accept the contract terms and   |

| Question # | Corresponding RFP Section             | Bidder's Question   | Answer  |
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|            |                                       | <p>"To the extent that the Services provided by Contractor are generated by Contractor' or any third party's proprietary software, nothing contained herein is intended nor shall it be construed to require Contractor to provide such software to State. State agrees that it has no claims of ownership, including copyright, patents or other intellectual property rights to Contractor' or any third party's software. Nothing in this Agreement shall be construed to grant State any rights to Contractor' materials created prior to the execution of this Agreement."</p> | <p>conditions as set forth in the RFP. NYSDOH does not negotiate specific language proposed by potential bidders as part of the Question and Answer process, but reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions as set forth in the RFP without modification should NYSDOH determine that that constitutes the best interests of New York State.</p>   |
| 135.       | Attachment 8: DOH Agreement (Page 19) | <p>Clause IX(J) – We would like to request the following revised language: "...personal tangible property and knowledgeable breach of intellectual property, caused by..."</p>  | <p>As part of <a href="#">Attachment 7</a>, Bidder's Certified Statements, bidders are required to certify that they accept the contract terms and conditions as set forth in the RFP. NYSDOH does not negotiate specific language proposed by potential bidders as part of the Question and Answer process, but reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions as set forth in the RFP without modification should NYSDOH determine that that constitutes the best interests of New York State.</p> |
| 136.       | Attachment 8: DOH Agreement (Page 19) | <p>Clause IX(K)(1) – We would like to request the following revised language: "...in any action for knowledgeable infringement of a United States Letter Patent.."</p>  | <p>As part of <a href="#">Attachment 7</a>, Bidder's Certified Statements, bidders are required to certify that they accept the contract terms and conditions as set forth in the RFP. NYSDOH does not negotiate specific language proposed by potential bidders as part of the Question and Answer process, but reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions as set forth in the RFP without modification should NYSDOH determine that that constitutes the best interests of New York State.</p> |

| Question # | Corresponding RFP Section                             | Bidder's Question  | Answer  |
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| 137.       | Attachment 8: DOH Agreement (Page 20)                 | Clause IX(L)(4) - Our organization cannot agree to this clause. If any change in price/budget needs to occur, it will need to be done with a duly executed modification to the agreement. Please update the language accordingly.                                | Please refer to Section I. D. Any amendment to the terms of the contract will be accomplished through a Contract Amendment Form (Appendix X). Section IX. L(4) simply provides that the decision as to whether or not to grant an equitable adjustment is solely within the Department's discretion.                                  |
| 138.       | Attachment 8: DOH Agreement (Page 22)                 | Clause IX(O)-(P) - We would like to request clarification as to the applicability of these requirements. Specifically, what will the Contractor be receiving (i.e. what data) that requires this be applicable?  | State entities and persons or businesses conducting business in New York who own or license computerized data which includes private information must disclose any breach of the data to New York residents (state entities are also required to notify non-residents, see <a href="#">Information Security Policy NYS-P03-002.</a> ) |
| 139.       | Attachment 8: DOH Agreement (Page 22)                 | Please confirm that Contract Section IX.P is inapplicable for this contract as this is not a procurement for "Technology."   | It is applicable as technology is part of the procurement.  |
| 140.       | Attachment 8: DOH Agreement, Appendix F (Pages 39-47) | We would like to request clarification as to the applicability of this requirement. Specifically, what will the Contractor be receiving (i.e. what data) that requires this be applicable? If not applicable, we would like to request removal of this Appendix. | It is applicable as technology is part of the procurement.  |