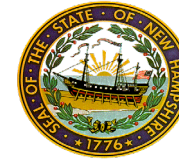
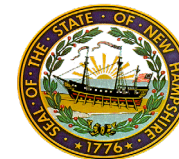


OFFICIAL RESPONSES TO VENDOR QUESTIONS
RFP-2022-DMS-01-ACTUA

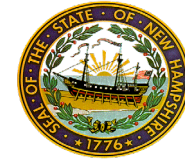
No.	Question	Answer
1.	<p>Section 2 Background, Subsection 2.2. Background.</p> <p>a) Will the first set of MCM capitation rates that the selected Vendor will be responsible for developing and certifying be the upcoming SFY 2023 capitation rates applicable to the July 1, 2022 through June 20, 2023 rating period? (2.2.)</p> <p>b) If a new Vendor is selected, for purposes of developing the SFY 2023 capitation rates, is the State anticipating keeping the ex-incumbent onboard for any length of time <i>after</i> the new Vendor's contract begins January 1, 2022? If the answer is yes, please elaborate on the following sub-questions:</p> <p>c) What will be the role and responsibility of the new Vendor versus the ex-incumbent?</p> <p>d) If a new Vendor is selected, will the</p>	<p>a) July 1, 2022 rates for State Fiscal Year (SFY) 2023 will be completed by the Department's current Vendor. The selected Vendor will be required to replicate the July 1, 2022 rates (i.e. after SFY 2023 rates), as part of readiness.</p> <p>b) If applicable, meaning an amendment to the July 1, 2022 rates, a January 1, 2023 amendment (for State Fiscal Year 2023), will be completed by the selected Vendor.</p> <p>c) The incumbent's Agreement will expire June 30, 2022.</p> <p>d) Yes.</p>



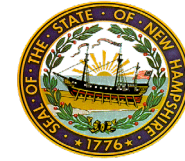
No.	Question	Answer
	<p>Department's current Vendor provide any requested documentation or data necessary for the selected Vendor to complete its scope of work?</p>	
2.	<p>Section 3 Statement of Work, Subsection 3.1. Scope of Services - Actuarial Services</p> <p>a) Will the State provide the actuary encounter data that has been received, processed and edited by the State's MMIS?</p> <p>b) Does the State intend to continue this quarterly risk adjustment update even if CMS announces an extension of the Public Health Emergency?</p>	<p>a) The incumbent receives encounter information from the Department and from the MCO plans.</p> <p>b) The Department intends to keep doing quarterly adjustments, subject to CMS approval.</p>
3.	<p>Section 3 Statement of Work, Subsection 3.2. Scope of Services – Technical Assistance</p> <p>a) Does this include both written and in-person testimony?</p> <p>b) Does legislative testimony experience consisting of providing comprehensive support to State</p>	<p>a) Yes.</p> <p>b) No. The selected Vendor's Principal Lead Actuary must be prepared to appear before the New Hampshire Governor, Executive Council, or legislators if required.</p>



No.	Question	Answer
	<p>Medicaid leadership (including the Chief Executive Officer, Medicaid Director, and Chief Financial Officer) meet this requirement?</p> <p>c) Would limitation to this type of legislative testimony result in potential reductions to the 75 points listed in Section 5.2.6.?</p> <p>d) Subparagraph 3.2.1.4. references assisting the Department with the MCO procurement as requested, but the Appendix D does not list procurement support as part of the cost proposal. Assistance with an MCO procurement can be very extensive (e.g., modernizing RFP documents, updated MCO contract template, scoring matrix, purchasing strategy, response evaluation, etc.) or very limited (e.g., technical assistance on purchasing strategy). If the Vendor is asked to assist the Department with the MCO procurement, how will this work be budgeted and paid for?</p>	<p>c) Legislative testimony <u>may not be limited.</u> This is a requirement of the RFP the Vendor must meet.</p> <p>d) See Appendix D – Rate Sheet, Ad hoc Work Rate Table.</p>
4.	Section 3 Statement of Work, Subsection 3.3. Readiness Testing	<p>a. Yes.</p> <p>b. The selected Vendor will be provided with the data, in</p>



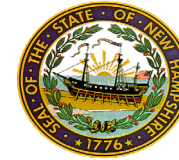
No.	Question	Answer
	<p>a) “Replicate” the existing rates implies the new Vendor is required to develop the same rates (e.g., SFY 2022 rates) as the current actuary, using the current actuary’s adjustments and assumptions in the same order/process to get the same results. Is the new Vendor required to recompute the SFY 2022 MCO capitation rates in such a manner to duplicate/replicate the current Vendor’s results?</p> <p>b) Will the current Vendor provide the exact same base data and all data adjustments applied to that data to ensure how data was processed is the same between the new Vendor and the current Vendor?</p> <p>c) If replicating the current actuary’s SFY 2022 rates is required, will the current actuary provide all required adjustments, assumptions, and methodological applications/processes to enable the new Vendor to replicate their work? Since final rates can be impacted by how adjustments are applied and in</p>	<p>accordance with the Actuarial Code of Professional Conduct and Standards of Practice.</p> <p>c. The selected Vendor will be provided with the data, in accordance with the Actuarial Code of Professional Conduct and Standards of Practice.</p> <p>d. The Department will coordinate providing required information.</p> <p>e. Yes</p> <p>f. All proposers must answer Question 9, including providing examples from the two (2) most recent States you transitioned.</p>



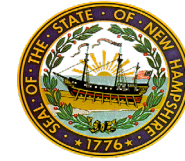
No.	Question	Answer
	<p>what stage, the Appendix A may be insufficient to provide sufficient detail to replicate the current Vendor's results.</p> <p>d) If results differ, will the current actuary be available to compare processes/steps/adjustments and opine on what differences may be occurring in methodological application?</p> <p>e) If a new Vendor is required to replicate the existing SFY 2022 rates, will this work commence after the start of the new contract (expected January 1, 2022)?</p> <p>f) The readiness testing section (Q9) requests a technical transition plan, which includes coordinating data exchange with the current Contractor and replicating existing capitation rates. How does the Department intend for the current Contractor to respond to this requirement, since no readiness or transition plan is needed?</p>	
5.	Section 3 Statement of Work,	a) The Department will determine the schedule for the Mock



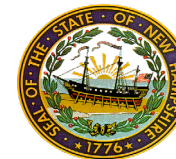
No.	Question	Answer
	<p>Subsection 3.4. Mock Actuarial Presentations</p> <p>a) Can the Department provide a target timeframe regarding when the Mock Presentations will be scheduled?</p> <p>b) Can the Department provide the due date for the Mock Presentation material? Is this information required to be submitted with the RFP response or at a later date?</p> <p>c) Are there any requirements around who should be presenting the Mock Rate Presentation (e.g. principal lead, lead actuary, multiple presenters, non-actuary, etc.)?</p>	<p>Actuarial Presentations upon receipt of proposals and anticipates they will be held during the weeks of November 8th and November 15th. However, this estimated timeframe may be subject to change.</p> <p>b) The Mock Actuarial Presentations materials will be due the date of the scheduled presentation. Vendors should not submit the material with the proposal.</p> <p>c) The Principal Lead and any other additional personnel listed in the Appendix E – Staffing Plan.</p>
6.	<p>Section 3 Statement of Work, Subsection 3.5. Performance Measures</p> <p>Section 3.5 references collecting client-level demographic, performance and service data. In what manner does this Section apply to a Vendor rendering actuarial and technical assistance services to the State?</p>	<p>The Department may request the information in Section 3.5. in the context of developing and refining actuarial assumptions and rate adjustments.</p>



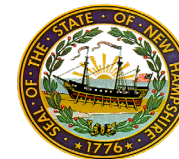
No.	Question	Answer
7.	<p>Section 3 Statement of Work, Subsection 3.6. Compliance</p> <p>a) This Section includes references that the Contractor must maintain enrollment, attendance or visit records for each recipient of services as well as maintaining medical records for each patient/recipient of services. Can the State please elaborate on how this Section applies to a vendor rendering actuarial and technical assistance services to the Department?</p> <p>b) Several requirements of Section 3.6.3 appear to be more applicable to contractors that provide direct services to Medicaid beneficiaries (e.g., visit records, eligibility determination, medical records, etc.). Can the Department provide additional context regarding how these requirements will apply to the actuarial and technical assistance services in this RFP?</p> <p>c) It appears the “Culturally and Linguistically Appropriate Services”(CLAS) section</p>	<p>a) See Addendum #1.</p> <p>b) See Addendum #1.</p> <p>c) Appendix C is required by the Department.</p>



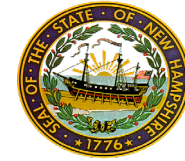
No.	Question	Answer
	<p>requirements would more typically be applied in the case where a contractor is providing direct services to Medicaid beneficiaries. The actuarial and technical assistance services that will be provided under the contract resulting from this RFP are almost exclusively provided to the Department. In our experience, actuarial contracts in other states do not include CLAS requirements. Can the Department provide additional background on how the CLAS requirements are applicable to the services included in this RFP?</p>	
8.	<p>Section 4 Finance, Subsection 4.1. Budget, Staff List and Budget Narrative</p> <p>a) This Section describes the ad hoc rates table in Appendix D as a “Future Rate Table (Tab 2)”, but the tab in Appendix D is labeled “Ad Hoc Work Rates Table.” What is the purpose and use of the second tab in Appendix D?</p> <p>b) If the “Ad Hoc Work Rates Table” (second tab) in Appendix D is to be</p>	<p>a) “Ad Hoc Work Rates Table” (second tab) in Appendix D is to be used for proposing future hourly rates for profession staff.</p> <p>b) January 1, 2022 – June 30, 2022 = State Fiscal Year 2022 July 1, 2022 – June 30, 2023 = State Fiscal Year 2023. July 1, 2023 – June 30, 2024 = State Fiscal Year 2024.</p> <p>c) Reference various components under each section.</p> <p>d) Yes.</p>



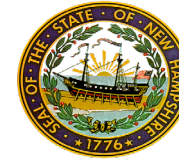
No.	Question	Answer
	<p>used for proposing future hourly rates for profession staff, is the work period specified in Column B equivalent to SFY 2025, is Column C equivalent to SFY 2026, and so on? If not, how are the “SFY 202X” labels to be interpreted since the initial term of this contract starts on January 1, 2022 and ends June 30, 2024? (4.1.1.2.)</p> <p>c) For Appendix E, column “Description of Key Functions (Must identify RFP section to which project responsibility corresponds)”, can the State advise what types of inputs they are expecting. For instance, if a staff member has experience with all elements in Q1, would we write “Q1” or would we reference various components under 3.1 (e.g. “3.1.1 – 3.1.3, excluding 3.1.3-3.1.4”)?</p> <p>d) We understand Proposers must include a response to 4.1.2.1-4.1.2.6. Will a response to these requirements in 7.2.7 suffice?</p>	
9.	Section 5 Proposal Evaluation	The Department will take into consideration both tables and each specific answer to each row within Appendix – D Activity



No.	Question	Answer
	<p>How will the Ad Hoc rates submitted by a Vendor on the “Ad Hoc Work Rates Table” be used for purposes of awarding the 250 Cost points to each Vendor?</p>	<p>and Ad Hoc Work Rates Table.</p>
<p>10.</p>	<p>Section 5 Proposal Evaluation, Subsection 5.2. Technical Proposal</p> <p>a) Are any points assigned to the non-question narrative sections that are listed below?</p> <p>b) How will these items be considered in the evaluation of proposals? (5.2.)</p> <ul style="list-style-type: none"> ●7.2.4 (Executive Summary) ●7.2.6 (Description of Organization) ●7.2.7 (Resume) ●7.2.8 (Proposer References) ●7.2.9 (Subcontractor Letters of Commitment) ●7.2.10 (New Hampshire Certificate of Good Standing) ●7.2.11 (Affiliations – Conflict of Interest) ●7.2.12.1.2 Appendix C (CLAS Requirements) ●7.2.12.2.1 Appendix B (Contract Monitoring Provisions) 	<p>a) No.</p> <p>b) This is informational for the Department’s review.</p> <p>c) The Department will score based on the number of points allotted to each question.</p>



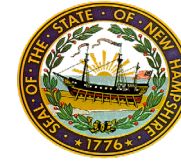
No.	Question	Answer
	<ul style="list-style-type: none"> •7.2.12.2.3 Appendix E (Staffing Plan) <p>c) What is the scoring rubric for each of the nine questions in the technical proposal?</p>	
11.	<p>Section 6 Proposal Process, Subsection 6.2. Procurement Table</p> <p>What is the date of RFP award? (6.2.)</p>	See Section 1.2 Contract Period.
12.	<p>Section 6 Proposal Process, Subsection 6.3. Letter of Intent</p> <p>Who are the organizations that submitted a Letter of Intent for this RFP? (6.3.)</p>	This is confidential information, see Section 6.13.
13.	<p>Section 6 Proposal Process, Subsection 6.4. Questions and Answers</p> <p>Will the State hold a vendors conference?</p>	No.
14.	<p>Section 6 Proposal Process, Subsection 6.5. Exceptions</p>	<p>a) The Department may negotiate the terms of the Exhibit I with the selected Vendor; however modifications are not guaranteed.</p> <p>b) The Department no longer uses Exhibit C-1 for new contracts.</p>



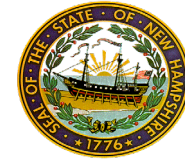
No.	Question	Answer
	<p>a) Will the State negotiate the terms of the BAA and Information Security Attachments with the selected vendor?</p> <p>b) Will the Department accept the “Revisions to General Provisions” that it agreed to in Exhibit C-1 of the existing Actuarial Services contract (SS-2018-OMS-03-ACTUA-01-A03) between the current contractor and the Department, or agree to negotiate mutually agreeable terms for the relevant issues addressed in Exhibit C-1?</p>	<p>The Department may negotiate changes to the General Provisions Form P-37 and standard exhibits published in Appendix A with the selected Vendor. However, requested modifications must be consistent with the RFP, including responses to the Q & A.</p>
<p>15.</p>	<p>Section 7 Proposal Outline and Requirements, Subsection 7.2. Outline and Detail</p> <p>What is the Department’s preferred response format including but not limited to font type and font size? (7.2.)</p>	<p>See Addendum #1.</p>
<p>16.</p>	<p>Section 7 Proposal Outline and Requirements, Subsection 7.2. Outline and Detail, Paragraph 7.2.1. Proposal Contents – Outline</p> <p>Section 7.2.1 specifies that Vendor</p>	<p>Vendors must answer all questions in Section 3 of the RFP and section 7 outlines how the proposal is to be submitted</p>



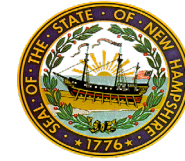
No.	Question	Answer
	<p>responses must contain the specified information in the order described. In this order, Section 7.2.5 requires vendors to respond to the questions (which we interpret to be questions Q1, Q2, Q3...Q9). However, Section 7.2.12.1.1 also requires answers to questions in Section 3. Is it acceptable for vendors to point to/refer to their responses in section 7.2.5 in addressing the requirement in 7.2.12.1.1?</p>	
17.	<p>Section 7 Proposal Outline and Requirements, Subsection 7.2. Outline and Detail, Paragraph 7.2.2. Technical Proposal Contents</p> <p>a) Will the Department accept electronic signatures for the Transmittal Cover Letter?</p> <p>b) What does the Department mean by “the fiscal agent of the organization?”</p>	<p>a. Yes.</p> <p>b. This term refers term refers to the officers or agents of the entity.</p>
18.	<p>Section 7 Proposal Outline and Requirements, Subsection 7.2. Outline and Detail, Paragraph 7.2.5. Proposal Narrative, Project Approach, and Technical Response</p> <p>a) In the context of “address the</p>	<p>a. Yes, these are the questions in Section 3 of the RFP.</p> <p>b. Yes, Vendors must respond to each question in Section 3.3.</p> <p>c. No.</p>



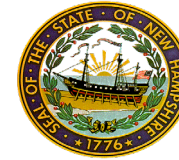
No.	Question	Answer
	<p>questions in sequential order”, are these questions specifically the questions labeled Q1, Q2, Q3.....Q9?</p> <p>b) To ensure Vendors respond to this RFP correctly and produce a succinct response for the State to review, are Vendors required to specifically and individually respond to each sub-item in Section 3.1; for example, are Vendors required to respond to each of the items from 3.1.3.1 through 3.1.3.14 or do vendors just respond to Q1 (e.g., Q1-Q9)?</p> <p>c) Is it the Department’s intent that the Vendor submit responses to the nine Section 3 questions both in response to Section 7.2.5.1 AND as an attachment noted in 7.2.12.1.1?</p>	
19.	<p>Section 7 Proposal Outline and Requirements, Subsection 7.2. Outline and Detail, Paragraph 7.2.6. Description of Organization</p> <p>a) What kinds of “programs and activities” is the Department looking for consulting firms to include in their</p>	<p>a. This may include types of clients, industries, or other relevant categories that would buttress the services in this RFP. In addition, identify potential conflicts of interest that need to be addressed to protect the State’s interests.</p> <p>b. The Proposer may determine how to answer this question.</p>



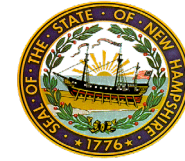
No.	Question	Answer
	<p>response (e.g., types of clients, industries served, training programs, Corporate Social Responsibility activities, etc.)?</p> <p>b) How does the Department want a consulting firm to answer the question about the number of people served (e.g., the number of clients, the number of individuals served by the firm's clients, etc.)?</p>	
20.	<p>Section 7 Proposal Outline and Requirements, Subsection 7.2. Outline and Detail, Paragraph 7.2.7. Resume</p> <p>Does the State have a mandatory resume format that must be used for key personnel?</p>	No.
21.	<p>Section 7 Proposal Outline and Requirements, Subsection 7.2. Outline and Detail, Paragraph 7.2.8. Proposer's References</p> <p>a) Does the State have a preprinted form or template that the Vendor's business reference must fill-out/complete?</p>	<p>a. No.</p> <p>b. Yes.</p> <p>c. No.</p>



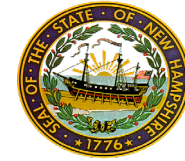
No.	Question	Answer
	<p>b) In absence of a standard reference template or form, will a letter from the Vendor's business references addressed to the point of contact for the RRP be acceptable as a completed business reference?</p> <p>c) Beyond the required information included in 7.2.8.2, is there a specific format the Department requests for the Proposer's References? (7.2.8.)</p>	
22.	<p>Section 7 Proposal Outline and Requirements, Subsection 7.2. Outline and Detail, Paragraph 7.2.12.</p> <p>a) How many hours does the Department anticipate for the "Undefined ad hoc work / emergencies" activity in Appendix D? (7.2.12.2.2. & Appendix D)</p> <p>b) With a January 2022 contract start date, should the SFY 2022 budget estimate in Appendix D only reflect six months of work?</p>	<p>a) The Department is unable to determine that information at this time.</p> <p>b) Yes.</p>
23.	<p>Appendix A – Form Number P-37 (General Provisions), Section 5</p>	<p>a. No, the Department cannot modify this provision.</p>



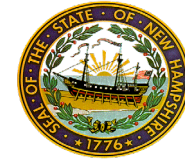
No.	Question	Answer
	<p>(Contract price/price limitation/ payment)</p> <p>a. Can the Department modify P-37 Sections 5.2?</p> <p>b. Can the Department modify P-37 Sections 5.3?</p>	<p>b. No, the Department cannot modify this provision.</p>
24.	<p>Appendix A – Form Number P-37 (General Provisions), Section 6 (Compliance by Contractor with Laws and Regulations/ Equal Employment Opportunity</p> <p>a) Can the Department modify P-37 Sections 6.1 to read:</p> <p>6.1 Contractor will comply with all laws, as then in effect, to the extent applicable to its Services performed pursuant to the finally negotiated Agreement.</p> <p>b) Can the Department modify P-37 Sections 6.3 to read:</p> <p>6.3 Due to the confidential and proprietary nature of Contractor’s operations and to protect the integrity and security of its operations, Contractor</p>	<p>a) The Department may negotiate proposed revisions to Section 6.1 with the selected Vendor.</p> <p>b) No.</p>



No.	Question	Answer
	reserves the right to reasonably limit the scope of State’s inspections and audits to books and records directly relating to the Services, each of which should be conducted at the State’s expense, made upon reasonable prior written notice of at least thirty (30) days, during normal business hours and shall be subject to the execution of a confidentiality agreement reasonably satisfactory to Contractor.	
25.	<p>Appendix A – Form Number P-37 (General Provisions), Section 7 (Personnel)</p> <p>a) Can the Department modify the P-37 Section 7.2?</p> <p>b) Can the Department modify P-37 to read: 7.3 If the parties are unable to resolve a dispute in a reasonable time, then the dispute should be resolved by an independent trier of fact.</p>	<p>a) The Department may negotiate modifications to Section 7.2 with the selected Vendor.</p> <p>b) No.</p>
26.	<p>Appendix A – Form Number P-37 (General Provisions), Section 8 (Event of Default / Remedies)</p> <p>Can the Department modify P-37 Section</p>	The Department may negotiate these provisions with the selected Vendor.



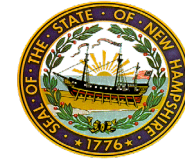
No.	Question	Answer
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27.	<p>Appendix A – Form Number P-37 (General Provisions), Section 9 (Termination)</p> <p>Can the Department modify P-37 Section 9.1?</p>	<p>The Department may negotiate this provision with the selected Vendor.</p>
28.	<p>Appendix A – Form Number P-37 (General Provisions), Section 10 (Data / Access / Confidentiality/Preservation)</p> <p>Can the Department modify P-37 Section 10?</p>	<p>The Department may negotiate this provision with the selected Vendor. Please refer to the Information Security Requirements Exhibit for the definition of Confidential Data/Information and the non-negotiable terms and conditions regarding ownership, retention and destruction of Confidential Data/Information.</p>
29.	<p>P-37 (General Provisions), Section 12 (Assignment / Delegation / Subcontracts)</p> <p>a) Can the Department modify P-37 Section 12.2?</p> <p>b) Can the Department modify P-37 Section 12.3?</p>	<p>a) No.</p> <p>b) The Department may negotiate this provision with the selected Vendor.</p>
30.	<p>Appendix A – Form Number P-37 (General Provisions), Section 13</p>	<p>No, the Department cannot accept these proposed revisions to Section 13 of the General Provisions.</p>



No.	Question	Answer
	<p>(Indemnification)</p> <p>Can the Department modify P-37 Section 13 to read below:</p> <p>Contractor will indemnify the State, its affiliates, officers, directors and employees against any liability incurred by the State in connection with a third party claim only to the extent directly arising out of Contractor's negligent acts or omissions or bad faith conduct in connection with Contractor's performance of its obligations under the Agreement or Contractor's material breach of its representations and warranties under the Agreement. Contractor should have no responsibility for any losses, liabilities or damages to the extent they are attributable to the acts or omissions of an indemnified person or any third party other than Contractor's subcontractors.</p>	
31.	<p>Appendix A – Form Number P-37 (General Provisions), Section 14 (Insurance)</p> <p>Can the Department modify P-37 Section 14?</p>	<p>The Department may negotiate changes to Section 14 of the P-37 with the selected Vendor; however, the amount of required coverage will not be decreased.</p>



No.	Question	Answer
32.	<p>Appendix A – Form Number P-37 (General Provisions), Section 23 (Severability)</p> <p>Can the Department modify P-37 Section 23?</p>	<p>The Department may negotiate modifications to this provision with the selected Vendor.</p>
33.	<p>Appendix A – Form Number P-37 (General Provisions)</p> <p>Additional Terms:</p> <p>Can the Department add the additional terms?</p> <p>a. Contractor’s limitation of liability for any and all losses, liabilities or damages arising out of or relating to the provision of Services by Contractor is an amount not to exceed the greater of one times the compensation paid to Contractor for the Services giving rise to such loss. In no event should either party be liable in connection with the Agreement for loss of profits or any indirect, incidental, punitive, special or consequential damages arising in any manner from the</p>	<p>a. The Department may negotiate a reasonable limitation of liability with the selected Vendor. Any limitation of liability must exclude the Vendor’s obligations to indemnify the Department for third party claims, data breach liability, breach of the Business Associate Agreement, and fraud or willful misconduct.</p> <p>b-g: The Department may negotiate modifications to this provision with the selected Vendor.</p> <p><u>*Modifications to limitation of liability are not guaranteed*</u></p>



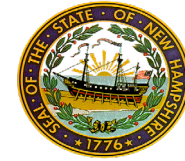
No.	Question	Answer
	<p>Agreement regardless of foreseeability thereof.</p> <p>b. Each party and its respective affiliates will comply with our respective obligations arising from data protection and privacy laws in effect from time to time to the extent applicable to the Agreement and the Services.</p> <p>c. The State will provide all necessary and reasonably requested information, direction and cooperation to enable Contractor to provide the Services, and any direction (whether verbal or written) shall be effective if contained expressly in the applicable Statement of Work or if received (whether verbally or in writing) from a person known to Contractor or reasonably believed by Contractor to be authorized to act on the State's behalf. Contractor shall be permitted to use all information and data supplied by or on behalf of the State without having independently verified the accuracy or completeness of it.</p> <p>d. IN THE EVENT OF A DISPUTE BETWEEN US ARISING OUT OF OR RELATING TO THIS AGREEMENT, WE</p>	



No.	Question	Answer
	<p>EACH AGREE TO WAIVE AND NOT DEMAND A TRIAL BY JURY.</p> <p>e. Survival. Any sections that by their nature or meaning should survive the termination or expiration of the Agreement should survive the termination or expiration of the Agreement.</p> <p>f. Advice on Legal Matters: Contractor is not engaged in the practice of law and the Services provided hereunder, which may include commenting on legal issues or drafting documents which could constitute legal advice, do not constitute and are not a substitute, for legal advice.</p> <p>g. No Third Party Beneficiaries. Neither this Agreement nor the provision of the Services is intended to confer any right or benefit on any third party, other than the affiliates of each party that execute a statement of work, and, in such event, solely as set forth in such statement of work and this Agreement. The provision of Services under this Agreement cannot reasonably be relied upon by any third party.</p>	



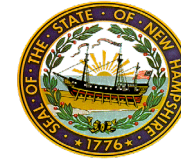
No.	Question	Answer
34.	<p>Appendix A – Form Number P-37 Exhibit I, (Health Insurance Portability and Accountability Act Business Associate Agreement) Section (3) a</p> <p>a) Will the Department change “immediately” to “promptly?”</p> <p>b) Will the Department add: “The parties acknowledge and agree that this section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Covered Entity shall be required. “Unsuccessful Security Incidents” shall include, but not be limited to, pings and other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI.”</p>	<p>a) The Department cannot accept this change.</p> <p>b) Yes, the Department accepts this proposed additional language</p>
35.	<p>Appendix A – Form Number P-37 Exhibit I, (Health Insurance Portability</p>	<p>a) No.</p>



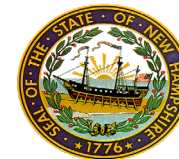
No.	Question	Answer
	<p>and Accountability Act Business Associate Agreement) Section (3) b</p> <p>a) Will the Department change “immediately” to “promptly?”</p> <p>b) Can the Department change this to: The Business Associate shall complete the risk assessment within <u>three (3) business days</u> of <u>its knowledge</u> of the breach and <u>promptly</u> report the findings of the risk assessment in writing to the Covered Entity.</p>	<p>b) No. However, the Department agrees to amend the second paragraph after the bullets to read, “The Business Associate shall complete the risk assessment report as soon as the investigation is completed and report the findings of the risk assessment report in writing to the Covered Entity as soon as possible thereafter</p>
36.	<p>Appendix A – Form Number P-37 Exhibit I, (Health Insurance Portability and Accountability Act Business Associate Agreement) Section (3) c</p> <p>Will the Department add “applicable” as follows:</p> <p>The Business Associate shall comply with all <u>applicable</u> sections of the Privacy, Security, and Breach Notification Rule.</p>	Yes.
37.	<p>Appendix A – Form Number P-37 Exhibit I, (Health Insurance Portability and Accountability Act Business</p>	



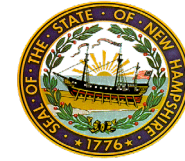
No.	Question	Answer
	<p>Associate Agreement) Section (3) e</p> <p>Delete: “The Covered Entity shall be considered a direct third party beneficiary of the Contractor’s business associate agreements with Contractor’s intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.”</p>	<p>No. The Department agrees to revise as follows: “The Business Associate shall require all third party contractors or business associates of the Business Associate receiving PHI pursuant to the Agreement to agree to the Business Associates’ rights of enforcement and indemnification from such third party or contractor who shall be governed by standards in Paragraph #13 of the standard General Provisions of (P-37) of the Agreement for the purpose of use and disclosure of protected health information. “</p>
38.	<p>Appendix A – Form Number P-37 Exhibit I, (Health Insurance Portability and Accountability Act Business Associate Agreement) Section (3) f</p> <p>Will the Department change this section as follows:</p> <p>Within five (5) business days of receipt of a written request from Covered Entity <u>and to the extent such release does not jeopardize the confidentiality or integrity of Business Associate’s data privacy and</u></p>	<p>No, the Department cannot accept this change.</p>



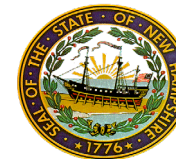
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	<p><u>security practices</u>, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.</p>	
39.	<p>Appendix A – Form Number P-37 Exhibit I, (Health Insurance Portability and Accountability Act Business Associate Agreement) Section (3) g</p> <p>Will the Department change this section as follows:</p> <p>“or as directed by Covered Entity, to an individual”</p>	No, the Department cannot accept this change.
40.	<p>Appendix A – Form Number P-37 Exhibit I, (Health Insurance Portability and Accountability Act Business Associate Agreement) Section (3) 1</p> <p>Will the Department change this section as follows:</p> <p>“If Covered Entity, in its sole discretion,</p>	No, the Department cannot accept this change.



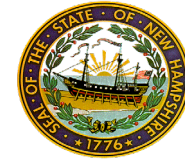
No.	Question	Answer
	<p>requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.”</p> <p>and add: “Notwithstanding these or any other data retention, destruction or return provisions elsewhere in this Agreement, Business Associate may, in accordance with legal, disaster recovery and records retention requirements, store copies of Covered Entity’s data in an archival format (e.g. tape backups) or in non-archival backups on secure network drives, which may not be returned or destroyed upon request of Covered Entity. Such copies are subject to the obligations as set forth in this Agreement.”</p>	
41.	<p>Appendix A – Form Number P-37 Exhibit I, (Health Insurance Portability and Accountability Act Business Associate Agreement) Section (6) b</p> <p>Can the Department make the following mutal: Business Associate must also be able to comply.</p>	<p>Yes, the Department can agree with deletion of 6 b and can modify as follows:</p> <p>“Covered Entity and Business Associate agree to take such action as is necessary to amend the Business Associate Agreement, from time to time as is necessary for Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other applicable federal and state law.”</p>
42.	<p>Appendix A – Form Number P-37</p>	<p>Yes, the Department can agree with deletion of 6 d and can modify as</p>



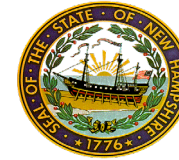
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	<p>Exhibit I, (Health Insurance Portability and Accountability Act Business Associate Agreement) Section (6) d</p> <p>Make mutual. Business Associate must also be able to comply.</p>	<p>follows: <u>Interpretation.</u>” The parties agree that any ambiguity in the Business Associate Agreement, and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.”</p>
43.	<p>Appendix A, Exhibit K, DHHS Information Security Requirements</p> <p>Will the Department modify the definition of Confidential Data?</p>	<p>No. The Department will not agree to Confidential Data/Information being replaced with PII or PHI in the contract.</p>
44.	<p>Appendix A, Exhibit K, DHHS Information Security Requirements, Section A(1)</p> <p>Will the Department revise the definition of Breach? Revise the definition of Breach as follows:</p> <p>1. “Breach” means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to <u>unencrypted</u> personally identifiable information (PII), whether</p>	<p>No.</p>



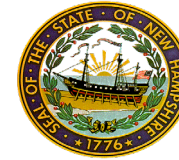
No.	Question	Answer
	<p>physical or electronic. With regard to Protected Health Information (PHI), “Breach” shall have the same meaning as the term “Breach” in section 164.402 of Title 45, Code of Federal Regulations.</p>	
45.	<p>Appendix A, Exhibit K, DHHS Information Security Requirements, Section A(6)</p> <p>Will the Department revise the definition of Incident as follows:</p> <p>6. “Incident” means an act that potentially violates an explicit or implied security policy, which includes successful attempts (either failed or successful) to gain unauthorized access to a system or its <u>unencrypted PII or PHI data</u>, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of <u>unencrypted PII or PHI data</u>; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of <u>unencrypted PII or PHI data</u> through theft or device</p>	No.



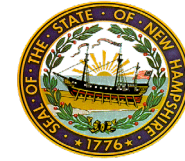
No.	Question	Answer
	<p>misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the <u>unencrypted PII or PHI data</u> at risk of unauthorized <u>access, use, disclosure, modification or destruction.</u></p>	
46.	<p>Appendix A, Exhibit K, DHHS Information Security Requirements, Section I(A)(2)</p> <p>Will the Department revise the section as follows:</p> <p>2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure, <u>unless providing such notice is prohibited by applicable law.</u></p>	No.
47.	<p>Appendix A, Exhibit K, DHHS Information Security Requirements, Section I(A)(3)</p>	



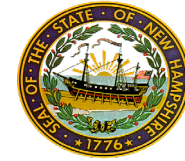
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	<p>Will the Department revise this section as follows:</p> <p>3. If DHHS reasonably notifies the Contractor in writing that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor shall be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and shall abide by additional security safeguards required by applicable law.</p>	<p>Yes.</p>
<p>48.</p>	<p>Appendix A, Exhibit K, DHHS Information Security Requirements, Section II(1)</p> <p>Will the Department revise this section as follows:</p> <p>1. If End User is transmitting DHHS data containing PII or PHI between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.</p>	<p>No.</p>



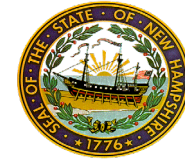
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49.	<p>Appendix A, Exhibit K, DHHS Information Security Requirements, Section II(2)</p> <p>Will the Department revise this section as follows:</p> <p>2. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data, unless encrypted using industry standards.</p>	<p>The Department cannot accept this change due to insider threat, but will amend the language as follows:</p> <p>“Contractor may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting Confidential Data. Encrypted thumb drives may be used as a method of transmitting Confidential Data with written exception from DHHS Information Security.”</p>
50.	<p>Appendix A, Exhibit K, DHHS Information Security Requirements, Section II(3)</p> <p>Will the Department revise this section as follows:</p> <p>3. Encrypted Email. End User may only employ email to transmit <u>PII or PHI over public networks (i.e. the Internet)</u> Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized</p>	<p>No.</p>



No.	Question	Answer
	to receive such information.	
51.	<p>Appendix A, Exhibit K, DHHS Information Security Requirements, Section III(A)(1)</p> <p>Will the Department revise this section as follows:</p> <p>A. Retention</p> <p>1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States <u>without the DHHS' prior written consent</u>. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.</p>	<p>No, the Department cannot accept this revision as written. However, the Department will modify this section as follows:</p> <p>“The Contractor agrees Confidential Data will only be stored, processed, disposed of or transmitted within the boundaries of the United States and it will not outsource functions, including but not limited to IT support or administrative services, relating to the State of New Hampshire or NH DHHS offshore or outside the boundaries of the contiguous United States (including Hawaii and the District of Columbia), unless written exception is provided by DHHS Information Security. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data, video conferencing and Disaster Recovery locations The Contractor agrees Confidential Data will not be stored on personal devices”</p>
52.	<p>Appendix A, Exhibit K, DHHS Information Security Requirements, Section III(A)(5)</p> <p>Will the Department revise this section as follows:</p> <p>5. The Contractor agrees PI or PHI</p>	<p>No, the Department cannot accept this revision as written. However, the Department will modify this section as follows:</p> <p>“The Contractor agrees Data stored in a Cloud must be in a FedRAMP, HITECH, or government compliant cloud solution, appropriate for the type of data stored and/or processed or transmitted, and comply with all applicable statutes” and regulations regarding the privacy and security, including all requirements contained within this Exhibit. All Contractor or End</p>



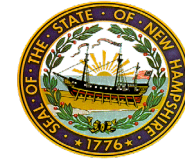
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	<p>stored in a Cloud must comply with all applicable statutes and regulations regarding the privacy and security. All applicable servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti- hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.</p>	<p>User controlled servers and devices must follow the hardening standards as outline in NIST 800-123 (https://nvlpubs.nist.gov/nistpubs/legacy/sp/nistspecialpublication800-123.pdf). As well as current, updated, and maintained anti-malware utilities (e.g. anti-viral, anti-hacker, anti-spam, anti-spyware). The environment, as a whole, must have intrusion-detection services and intrusion protection services, as well as, firewall protection. The Contractor must hold the key to the cloud solution.</p>
53.	<p>Appendix A, Exhibit K, DHHS Information Security Requirements, Section III(A)(6)</p> <p>Will the Department revise this section as follows:</p> <p>6. The Contractor agrees to and ensures its complete cooperation <u>with information requests</u> from with the State’s Chief Information Officer <u>regarding Contractor’s processes for in</u> the detection of any security vulnerability of the hosting infrastructure.</p>	No.
54.	<p>Appendix A, Exhibit K, DHHS Information Security Requirements,</p>	No.



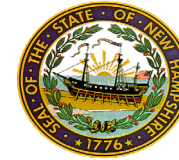
No.	Question	Answer
	<p>Section III(A)</p> <p>Can the Department revise as follows:</p> <p>Insert the following new language at the end of Section III(A) (Retention):</p> <p>“Notwithstanding anything to the contrary in this Exhibit or the Contract, but subject to the confidentiality obligations in the Contract, Contractor may (i) retain copies of Confidential Information that is required to be retained by law or regulation, (ii) retain copies of its work product that contain Confidential Information for archival purposes or to defend Contractor’s work product and (iii) in accordance with legal, disaster recovery and records retention requirements, store such copies and derivative works in an archival format (e.g. tape backups), which may not be returned or destroyed. Contractor may retain DHHS’ information in paper or imaged format and it may destroy paper copies if it retains digital images thereof.”</p>	
55.	<p>Appendix A, Exhibit K, DHHS Information Security Requirements, Section III(B)</p>	No.



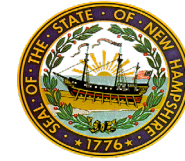
No.	Question	Answer
	<p>Can the Department revise as follows:</p> <p>Insert the following new language at the end of Section III(B) (Disposition):</p> <p>“Notwithstanding anything to the contrary in this Exhibit or the Contract, but subject to the confidentiality obligations in the Contract, Contractor may (i) retain copies of Confidential Information that is required to be retained by law or regulation, (ii) retain copies of its work product that contain Confidential Information for archival purposes or to defend Contractor’s work product and (iii) in accordance with legal, disaster recovery and records retention requirements, store such copies and derivative works in an archival format (e.g. tape backups), which may not be returned or destroyed. Contractor may retain DHHS’ information in paper or imaged format and it may destroy paper copies if it retains digital images thereof.”</p>	
56.	<p>Appendix A, Exhibit K, DHHS Information Security Requirements, Section IV(A)(4)</p> <p>Can the Department revise as follows:</p>	No.



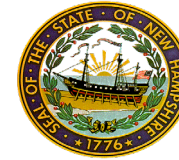
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	<p>4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security incidents events that can impact State of NH systems and/or Department confidential information for contractor provided systems.</p>	
57.	<p>Appendix A, Exhibit K, DHHS Information Security Requirements, Section IV(A)(6)</p> <p>Can the Department revise as follows:</p> <p>6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum <u>are consistent in all material respects with</u> match those for the Contractor, including Breach notification requirements.</p>	<p>No, the Department cannot accept this revision as written. However, the Department will modify this section as follows:</p> <p>“If the Contractor will be sub-contracting any core functions of the Contract supporting the services thereunder, the Contractor will ensure End User(s) will maintain an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that are equivalent with the obligations imposed on the Contractor by this Agreement.”</p>
58.	<p>Appendix A, Exhibit K, DHHS</p>	<p>Yes.</p>



No.	Question	Answer
	<p>Information Security Requirements, Section IV(A)(7)</p> <p>Can the Department revise as follows:</p> <p>7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s) <u>to the extent applicable to Contractor's services and agreed upon by the parties in advance</u>. Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.</p>	
59.	<p>Appendix A, Exhibit K, DHHS Information Security Requirements, Section IV(A)(8)</p> <p>Can the Department revise as follows:</p> <p>8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the</p>	No.



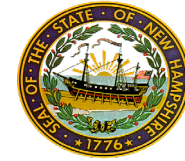
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	<p>Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department <u>in a form mutually agreed upon by the parties</u> and is responsible for maintaining compliance with the agreement.</p>	
60.	<p>Appendix A, Exhibit K, DHHS Information Security Requirements, Section IV(A)(9)</p> <p>Can the Department revise as follows: Insert the following new language to the end of Subsection (9):</p> <p>“Notwithstanding the foregoing, if the requested System Management Survey scope is addressed in an SSAE ISAE, ISO, NIST or similar audit report performed by a qualified third party auditor within twelve (12) months of DHHS’ survey request and Contractor confirms in writing there are no known material changes in the controls audited, DHHS agrees to accept such findings in lieu of performing an audit or assessment of the controls covered by the report.”</p>	<p>No, the Department cannot accept this revision as written. However, the Department will modify this section as follows:</p> <p>“The Contractor agrees to conduct an annual certified penetration testing of databases, website, web-based portals, or systems developed, implemented, managed, or supported as a deliverable for this contract. Certification of this testing will be provided to DHHS Information Security. The objective of said Penetration Testing is to identify design and/or functionality issues in infrastructure of systems that could expose Confidential Data, as well as, computer and network equipment and systems to risks from malicious activities. Within 15 days after the annual Penetration Test has been performed, the Contractor will provide DHHS Information Security with a report of security issues that were revealed. Within 45 days of testing the Contractor will provide DHHS Information Security with a remediation plan. DHHS will decide, in consultation with the Contractor, which, if any, security issues revealed from the Penetration Test will be remediated by the Contractor.”</p>
61.	<p>Appendix A, Exhibit K, DHHS</p>	



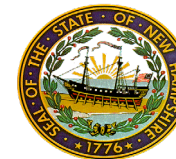
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	<p>Information Security Requirements, Section IV(A)(11)</p> <p>Can the Department revise as follows:</p> <p>11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor <u>all reasonable and legally required</u> costs of response and recovery from the breach, including but not limited to: credit monitoring services <u>for up to 1 year</u>, mailing costs and costs associated with website and telephone call center services necessary due to the breach.</p>	<p>No.</p>
62.	<p>Appendix A, Exhibit K, DHHS Information Security Requirements, Section IV(A)(12)</p> <p>Can the Department revise as follows:</p> <p>12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of PI</p>	<p>No.</p>



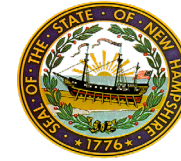
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	<p>and PHI , and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.</p>	
63.	<p>Appendix A, Exhibit K, DHHS Information Security Requirements, Section IV(A)(13)</p> <p>Can the Department revise as follows:</p> <p>13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements</p>	<p>No, the Department cannot accept this revision as written. However, the Department will modify this section as follows:</p> <p>“Contractor must, comply with all applicable state and federal laws and policies relating to the privacy and security of Confidential Data. Contractor agrees to establish and maintain appropriate administrative, technical, physical, and organizational safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security requirements that is set forth in the principles of NIST, including SP 800-53 (Rev.4).</p>



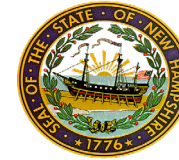
No.	Question	Answer
	<p>established by the State of New Hampshire, Department of Information Technology, <u>to the extent such requirements are applicable to Contractor's services and are consistent with Contractor's own Privacy and Security Program (a summary of which can be provided upon request)</u>. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors. <u>Contractor shall be provided with advance notice of any changes to the applicable policies, guidelines, standards, and procurement information.</u></p>	
64.	<p>Appendix A, Exhibit K, DHHS Information Security Requirements, Section IV(A)(14)</p> <p>Can the Department revise as follows:</p> <p>14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach <u>within three (3)</u></p>	<p>No, the Department cannot accept this revision as written. However, the Department will modify this section as follows:</p> <p>"Contractor agrees to maintain a documented breach notification and incident response process."</p>



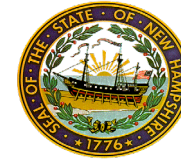
No.	Question	Answer
	<p><u>business days of discovery</u> immediately, at the email addresses provided in Section VI. This includes a <u>confidential information</u> Breach, <u>or</u> computer security incident, <u>or suspected breach</u> which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.</p>	
65.	<p>Appendix A, Exhibit K, DHHS Information Security Requirements, Section IV(A)(16)(d)</p> <p>Can the Department revise as follows:</p> <p>d. send emails containing <u>PII or PHI over public networks (i.e. the Internet)</u> Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.</p>	No.
66.	<p>Appendix A, Exhibit K, DHHS Information Security Requirements, Section IV(A)(16)(g)</p> <p>Can the Department revise as follows:</p> <p>g. only authorized End Users may transmit the <u>PI or PHI</u> Confidential Data, including any derivative files</p>	No.



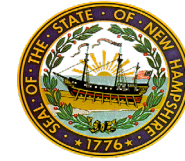
No.	Question	Answer
	<p>containing <u>PII or PHI personally identifiable information</u>, and in all cases <u>involving transmission over public networks (i.e. the Internet)</u>, such data must be encrypted at all times when in transit <u>over public networks (i.e. the Internet) or when transmitted wirelessly</u>, at rest, or when stored on portable <u>devices or removable media (i.e. laptop computers, CD/DVD, USB drives, back-up tapes)</u> as required in section IV above.</p>	
67.	<p>Appendix A, Exhibit K, DHHS Information Security Requirements, Section IV(A)</p> <p>Can the Department add the additional language as follows:</p> <p>“Due to the confidential and proprietary nature of Contractor’s operations and to protect the integrity and security of its operations and the shared nature of systems which may be used to provide the Services under this Contract, Contractor reserves the right to reasonably limit the scope of such security inspections, and require that such inspections (a) must be preceded by advance written request of no less</p>	<p>No, the Department cannot accept this revision as written. However, the Department will modify this section as follows:</p> <p>“Contractor is responsible for oversight and compliance of their End Users. The Department reserves the right to monitor compliance with this Contract, including the privacy and security requirements provided herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.”</p>



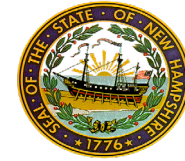
No.	Question	Answer
	<p>than 30 days prior to the anticipated start date and may occur no more than once in any twelve (12) month period, barring exigent circumstances, such as DHHS' reasonable concern of an actual breach or imminent material breach of security, in which case an inspection may be performed in response to such circumstance or concern, and at a time mutually agreed by Contractor and DHHS, (b) if to be conducted by a third party, the third party must be a mutually agreed upon security assessment specialist, where such agreement by Contractor shall not be unreasonably withheld, (c) are subject to appropriate confidentiality and non-disclosure provisions, and (d) may not disrupt Contractor's normal business or IT operations."</p>	
68.	<p>Appendix A, Exhibit K, DHHS Information Security Requirements, Section V</p> <p>Can the Department revise as follows: "The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches <u>within three (3) business</u></p>	No.



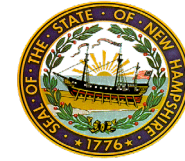
No.	Question	Answer
	<p><u>days of discovery immediately</u>, at the email addresses provided in Section VI.”</p>	
69.	<p>Appendix A, Exhibit K, DHHS Information Security Requirements, Section V</p> <p>Can the Department revise as follows:</p> <p>“The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency’s documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor’s compliance with all applicable obligations and procedures <u>that have been agreed upon in advance by Contractor</u>, Contractor’s procedures must also address how the Contractor will:</p> <ol style="list-style-type: none"> 1. Identify Incidents; 2. Determine <u>the type of PII or PHI if personally identifiable information</u> is involved in Incidents; 3. Report suspected or confirmed Incidents as required in this 	<p>No, the Department cannot accept this revision as written. However, the Department will modify this section as follows:</p> <ol style="list-style-type: none"> A. The Contractor must notify NHDHHS Information Security via the email address provided in this Exhibit, of any known or suspected Incidents or Breaches immediately after the Contractor has determined that the aforementioned has occurred and that Confidential Data may have been exposed or compromised. <ol style="list-style-type: none"> 1. Parties acknowledge and agree that unless notice to the contrary is provided by Department in its sole discretion to Contractor, this Section VI.1 constitutes notice by Contractor to Department of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to Department shall be required. “Unsuccessful Security Incidents” means, without limitation, pings and other broadcast attacks on Contractor’s firewalls, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. B. Comply with all applicable state and federal suspected or known Confidential Data loss obligations and procedures. Per the terms of this Exhibit the Contractors and End User’s security incident and breach response procedures must also



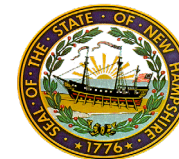
No.	Question	Answer
	<p>Exhibit or P-37;</p> <p>4. Identify and convene a core response group to determine the risk level of Incidents and determine risk- based responses to Incidents; and</p> <p>5. Determine whether Breach notification is required <u>under applicable law</u>, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, <u>and if the Breach was caused by the acts or omissions of Contractor</u>, bear <u>reasonable costs</u> associated with the Breach notice as well <u>as any legally required</u> mitigation measures.</p>	<p>address how the Contractor will:</p> <ol style="list-style-type: none"> 1. Identify incidents; 2. Determine if Confidential Data is involved in incidents; 3. Report suspected or confirmed incidents to the Department as required in this Exhibit. The Department will provide the Contractor with a NH DHHS Security Contractor Incident Risk Assessment Report for completion. 4. Within 24-hrs of initial notification to the Department, complete the initial NH DHHS Security Contractor Incident Risk Assessment Report and email it to the Department's Information Security Office at the email address provided herein; 5. Identify and convene a core response group to determine the risk level of incidents and determine risk-based responses to incidents and mitigation measures, prepare to include the Department in the incident response calls throughout the incident response investigation; 6. Identify incident/breach notification method and timing; 7. Within one business week of the conclusion of the Incident/Breach response investigation a final written Incident Response Report and Mitigation Plan is submitted to the Department's Information Security Office at the email address provided herein;



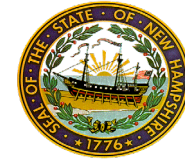
No.	Question	Answer
		<p>8. Address and report incidents and/or Breaches that implicate personal information (PI) to the Department in accordance with NH RSA 359-C:20 and this Agreement;</p> <p>9. Address and report incidents and/or Breaches per the HIPAA Breach Notification Rule, and the Federal Trade Commission’s Health Breach Notification Rule 16 CFR Part 318 and this Agreement.</p> <p>C. All legal notifications required as a result of a breach of information, or potential breach, collected pursuant to this Contract shall be coordinated with the State. The Contractor shall ensure that any subcontractors used by the Contractor shall similarly notify the State of a Breach, or potential Breach immediately upon discovery, shall make a full disclosure, including providing the State with all available information, and shall cooperate fully with the State, as defined above.</p>
70.	<p>Appendix D Budget Sheet.</p> <p>The Cost Proposal lists several activities related to developing actuarially sound capitation rates 2x per SFY. Can the State elaborate on why capitation rates are developed 2x during a single SFY? For example, why would an actuarial rate certification report be generated twice during one SFY?</p>	<p>Actuarial rate certification reports may be generated twice during one SFY, due to CMS and/or legislative mandates.</p>



No.	Question	Answer
71.	<p>Appendix D Budget Sheet.</p> <p>As part of a standard SFY work period, does the State typically enact changes that requires the actuary to revise and recertify to previously certified rates?</p>	<p>Yes, this has been required in recent years.</p>
72.	<p>Appendix D Budget Sheet.</p> <p>In the past two SFYs how many hours of undefined ad hoc work/emergencies has the State requested of the current actuarial vendor? Is this level of ad hoc/emergencies typical?</p>	<p>The past experience for ad hoc/work request is not a predictor for future ones.</p>
73.	<p>Appendix D Budget Sheet.</p> <p>If the State requests assistance with a task/activity that was not specified in Appendix D Activity list, will the Vendor and the State negotiate a separate work order using the ad hoc hourly rates listed in the “Ad Hoc Work Rates Table”?</p>	<p>The total contract price limitation, includes all services associated to the scope of services, including, Ad Hoc Work rates, that are proposed.</p>
74.	<p>Appendix D Budget Sheet.</p> <p>Can the Department provide estimate of the number of hours ad hoc work will be requested for?</p>	<p>The past experience for ad hoc/work request is not a predictor for future ones.</p>



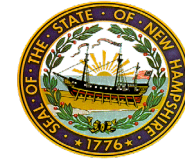
No.	Question	Answer
75	<p>Appendix D Budget Sheet.</p> <p>Since the new contract is scheduled to begin January 1, 2022, for purposes of the SFY 2022 hours/budget, should Vendors assume that any Activity will happen one-half of the listed frequency? For example, for Activities that are listed as 2x per SFY, should Vendors assume 1x for the SFY 2022 work period due to the contract start date?</p>	<p>See Appendix D, Addendum #1.</p>
76.	<p>Appendix D Budget Sheet.</p> <p>Since the new contract is scheduled to begin January 1, 2022, for purposes of the SFY 2022 hours/budget, has the “annual” 1915(c) waiver monitoring work already been completed or will it be completed during the January-June 2022 six-month SFY work period of the new contract?</p>	<p>The “annual” 1915(c) waiver monitoring is a quarterly function and will not be completed for the period ending June 2022. The selected Vendor will be responsible for the last two (2) quarters of SFY 2022.</p>
77.	<p>Appendix D Budget Sheet.</p> <p>Does the total amount for the 2.5 years on the Activity tab become the selected Vendor’s not to exceed contract working budget for professional services (based on hourly rates) or will the State</p>	<p>See Appendix D, Addendum #1.</p>



No.	Question	Answer
	separately negotiate a not to exceed contract working budget with the selected Vendor based on the hourly rates submitted?	
78.	<p>Appendix D Budget Sheet.</p> <p>a) With the contract period effective 1/1/22 or later (see page 4, Section 1.2. Contract Period), is State Fiscal Year (SFY) 2022 in Appendix D a partial year with regard to estimated hours?</p> <p>b) With the contract period effective 1/1/22 or later (see page 4, Section 1.2. Contract Period), which, if any, of the SFY 2023 actuarial services and/or technical assistance/support scope of services is the current Contractor expected to have completed during SFY 2022?</p>	<p>a) The selected Vendor must provide pricing that is based on the activities required to be performed in the six month period from January 1, 2022 – June 30, 2022. See Appendix D, Addendum #1.</p> <p>b) The selected Vendor must provide pricing that is based on the activities required to be performed in the six month period from January 1, 2022 – June 30, 2022. The current contract is valid through June 30, 2022. See Appendix D, Addendum #1.</p>
79.	<p>Appendix E Staffing Plan.</p> <p>Are names of specific individuals needed for all staffing levels/positions or can Vendors specify names of Key</p>	Vendors must include the individual's name and position/functional role.



No.	Question	Answer
	Personnel and other staff such as analysts, administrative support staff be listed as a categorical group?	
80.	<p>General</p> <p>Given CMS's desired rate review timelines, what is the targeted actuarial certification report date for SFY 2023 rates (corresponding to the 5/24/21 date for SFY 2022 in Attachment A)?</p>	<p>The selected Vendor shall plan to adhere to CMS requirements; additional modifications to timing shall be based on what the State negotiates with CMS.</p>
81.	<p>General</p> <p>For SFY 2021, SFY 2020, and SFY 2019 would you please provide total hours billed by and total payments made to the incumbent contractor?</p>	<p>This information may be available through a 'Request for Information' through RSA 91-A. Please note this request may take the Department a period of time, that exceeds the closing date of this RFP.</p> <p>The current contract and subsequent amendments are available: https://sos.nh.gov/media/pdjkw0mr/007-gc-agenda-042121.pdf</p>
82.	<p>General</p> <p>Is the RFP scope of services in any way materially different from those provided by the incumbent contractor during SFY 2021, SFY 2020, and/or SFY 2019? If there are material differences, is the RFP scope of services greater?</p>	<p>Please see the current contract and amendments: https://sos.nh.gov/media/pdjkw0mr/007-gc-agenda-042121.pdf</p>
83.	<p>General</p>	<p>No. there are no page limitations for responses.</p>



No.	Question	Answer
	Is there any page limitation for the overall RFP response or any question or subpart thereof?	