



OFFICIAL RESPONSES TO VENDOR QUESTIONS
RFA-2024-DLTSS-01-SYSTE

No.	Section	Question	Answer
1.	Section 2. Statement of Work, Subsection 2.1. Scope of Services	<p>Relative to the required scope of work:</p> <p>a. Please describe the team of Department staff who will be made available to support this project.</p> <p>b. What is the estimated amount of time per month such staff are prepared to devote to this project?</p>	<p>a. The Department has a Project Management Team that will include the Project Sponsor, two Project Managers, Business leads, Core Project Team, and subject matter experts. The Department has from ten to twenty staff working on tasks related to System of Care for Healthy Aging.</p> <p>b. System of Care for Healthy Aging is a priority project and the Department will allocate staff time needed to achieve the outlined goals and objectives.</p>
2.	Section 2. Statement of Work, Subsection 2.1. Scope of Services, Subparagraphs 2.1.1.5 and 2.1.1.7	Will the Department make available actuary and/or finance resources that may be needed to complete these tasks, or is it expected that the Applicant include these skill sets in their project team and budget?	The Department will make available the resources that may be needed to complete these tasks.
3.	Section 2. Statement of Work, Subsection 2.1. Scope of Services, Paragraph 2.1.3. System of Care for Healthy Aging Plan development, Part 2.1.3.1.1.	<p>a. What are the goals of the stakeholder listening sessions?</p> <p>b. When should the stakeholder listening sessions be completed by?</p>	<p>a. To gather feedback and insight from people who are involved with or affected by the System of Care for Healthy Aging Plan for full establishment and maintenance of a System of Care.</p> <p>b. Within four months of the contract effective date; see Part 2.1.3.1.1. and Appendix E, Deliverables and Payment Schedule.</p>



No.	Section	Question	Answer
		<p>c. What are the goals of the stakeholder focus groups?</p> <p>d. When should the stakeholder focus groups be completed by?</p> <p>e. Will the Department provide a list of invitees for stakeholder listening sessions and focus groups?</p> <p>f. Is there a difference between the target audience for stakeholder listening sessions versus the target audience for stakeholder focus groups?</p> <p>g. How many participants should the Applicant anticipate for each stakeholder listening session and for each stakeholder focus group?</p> <p>h. Does the Department want each stakeholder listening session and stakeholder focus group to be held in person, virtually, or some combination thereof?</p> <p>i. For in person, will the Department provide the meeting space, coordinate use of the space, and also provide the supports for the meeting,</p>	<p>c. To gather feedback and insight from people who are involved with or affected by the System of Care for Healthy Aging Plan for full establishment and maintenance of a System of Care.</p> <p>d. Within four months of the contract effective date; see Part 2.1.3.1.1. and Appendix E, Deliverables and Payment Schedule.</p> <p>e. Yes.</p> <p>f. No; see Part 2.1.3.1.1.1. – 2.1.3.1.1.4.</p> <p>g. The Department anticipates a range: for listening sessions, between thirty to fifty participants for each session, and for focus groups, between ten to twenty for each group.</p> <p>h. Virtual, in-person, or a combination of methods will be acceptable.</p> <p>i. The Department will assist with finding and coordinating the use of meeting space.</p>



No.	Section	Question	Answer
		such as audio/video equipment and laptop/projector?	
4.	Section 2. Statement of Work, Subsection 2.1. Scope of Services, Paragraph 2.1.3. System of Care for Healthy Aging Plan development, Subpart 2.1.3.1.1.4., Applicants, potential applicants, and families	Please provide a definition of Applicants in this context.	People who are applying for long term care services.
5.	Section 2. Statement of Work, Subsection 2.1. Scope of Services, Paragraph 2.1.3. System of Care for Healthy Aging Plan development, Part 2.1.3.1.3.	Will the public facing online dashboard be created by Department staff or by an external entity?	The public facing online dashboard is being created by an external entity.
6.	Section 2. Statement of Work, Subsection 2.1. Scope of Services, Paragraph 2.1.3. System of Care for Healthy Aging Plan development, Subpart 2.1.3.1.3.1.	Is this Subpart related to performance measurement results specific to the progress of work by the selected Applicant awarded the contract for this RFP, or is it related to results of the System of Care—or both?	It is related to results that are specific to the System of Care.
7.	Section 2. Statement of Work, Subsection 2.1. Scope of Services, Paragraph 2.1.3. System of Care for Healthy Aging Plan development, Subparts 2.1.3.1.3.2 through 2.1.3.1.3.4.	<p>Is the selected Applicant awarded the contract for this work intended to:</p> <p>a. Establish mechanisms to collect and report on this data;</p> <p>b. Assemble this data from existing sources, which the Department will facilitate or make available;</p>	<p>a. Yes.</p> <p>b. Yes.</p>



No.	Section	Question	Answer
		c. Make recommendations through the System of Care Plan for how to do this?	c. Yes, the Selected Applicant will inform, design, and develop the plan content.
8.	Section 2. Statement of Work, Subsection 2.1. Scope of Services, Paragraph 2.1.6. Meetings, Subparagraph 2.1.6.1.	Does the Department require these monthly meetings to be in person?	No.
9.	Section 2. Statement of Work, Subsection 2.1. Scope of Services, Paragraph 2.1.7. Reporting requirements, Subparagraph 2.1.7.2. SFY 2024 Report, Subpart 2.1.7.2.1.5.	Which specific Department pilots is this referring to: “the result of pilots regarding access with the counties”?	At this time, the Department is not implementing pilots. The Department is in the procurement process for several initiatives that will inform this reporting deliverable, but they are not operational at this time.
10.	Section 6. Solicitation Response Requirements, Subsection 6.2. Technical Response Contents, Paragraph 6.2.3. Appendix D— Applicant Technical Response to Mandatory Questions	May Applicants include graphics, colored fonts, tables, etc., in the narrative technical responses?	Yes.
11.	Form Number P-37, General Provisions, Section 10 Property Ownership/Disclosure	Can the Department modify P-37 Section 10., Property Ownership/Disclosure, to the following: 10.2. Subject to 10.4 and 10.5 hereunder, all data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of	No.



No.	Section	Question	Answer
		<p>the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason. Provided, however, that Contractor may retain one copy of the data for purposes of complying with its internal archival and records retention policies, subject to Contractor's continued compliance with the confidentiality and non-use restrictions set forth in this Agreement.</p> <p>10.4. Contractor shall retain all rights, title, and interest (including, without limitation, all copyrights, patents, service marks, trademarks, trade secret, and other intellectual property rights) in and to all technical or internal designs, methods, ideas, concepts, know-how, techniques, generic documents, and templates that have been previously developed by Contractor or developed during the course of the provision of the services ("Contractor Tools") provided such Contractor Tools do not contain any confidential information or proprietary data of State. To the extent that Contractor may include in the materials any pre-existing Contractor proprietary information or other protected Contractor materials, Contractor agrees that the State shall</p>	



No.	Section	Question	Answer
		<p>be deemed to have a fully paid up license to make copies of the Contractor owned materials as part of this engagement for its internal business purposes and provided that such materials cannot be modified or distributed outside the State without the written permission of the Contractor or except as required by law, court order, or otherwise permitted herein.</p> <p>10.6. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit. Contractor's work is prepared solely for the use and benefit of State in accordance with its statutory and regulatory requirements. Contractor recognizes that materials it delivers to the State may be public records subject to disclosure to third parties; however, Contractor does not intend to benefit and assumes no duty or liability to any third parties who receive Contractor's work and may include disclaimer language on its work product so stating. The State agrees not to remove any such disclaimer language from Contractor's work. To the extent that Contractor's work is not subject to disclosure under applicable public records laws, the</p>	



No.	Section	Question	Answer
		<p>State agrees that it shall not disclose Contractor's work to third parties without Contractor's prior written consent; provided, however, that the State may distribute Contractor's work to: (i) its professional service providers who are subject to a duty of confidentiality and who agree to not use Contractor's work for any purpose other than to provide services to the State, or (ii) any applicable regulatory or governmental agency, as required.</p> <p>10.7. In the event of an early termination of this Agreement due to an uncured Event of Default, bankruptcy, or for any reason other than completion of the Services, Contractor hereby consents to the State distributing copies of the Contractor owned materials for the purposes of completion of the Services by the State or another vendor.</p>	
12.	Form Number P-37, General Provisions, Section 12 Assignment/Delegation/Subcontracts	<p>Can the Department modify P-37 Section 12., Assignment/Delegation/Subcontracts, by adding the following:</p> <p>Addition of new subsection: Subcontractors are subject to the same contractual conditions as the</p>	Please see Addendum #1.



No.	Section	Question	Answer
		<p>Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.</p>	
13.	Form Number P-37, General Provisions, Section 13 Indemnification	<p>Can the Department modify P-37 Section 13., Indemnification, to the following:</p> <p>Unless otherwise exempted by law, the Contractor shall indemnify, defend and hold harmless the State, its officers and employees, from and against any and all third party claims, liabilities and costs for any personal injury, tangible property damages, patent or copyright infringement, or other third party claim asserted against the State, its officers or</p>	No.



No.	Section	Question	Answer
		<p>employees, which arise out of the grossly negligent acts or omissions, willful misconduct or intentional fraud of Contractor in the performance of the services hereunder. The State agrees that it will promptly notify and tender the defense to Contractor of any indemnified claim, provided that the State’s failure to provide prompt notice shall not relieve Contractor from liability herein except to the extent Contractor is prejudiced by such failure, and Contractor shall, at its sole expense, defend, and at its sole discretion, settle any such indemnifiable claim, provided that, Contractor shall obtain the State’s consent in the event of any settlement, which consent shall not be unreasonably withheld. The State may participate in the defense of any indemnified claim at its own expense. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.</p>	
14.	Form Number P-37, General Provisions, Section 14 Insurance	Can the Department modify P-37	No.



No.	Section	Question	Answer
		<p>Subsection 14.3., Insurance, to the following?</p> <p>The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this upon renewal of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, prior written notice of cancellation of the policy in accordance with the policy provisions.</p>	
15.	Form Number P-37, General Provisions, Section 19 Choice of Law and Forum	<p>Can the Department modify P-37 Section 19 Choice of Law and Forum as follows:</p> <p>This Agreement shall be governed, interpreted, and construed in</p>	No.



No.	Section	Question	Answer
		<p>accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of any construction shall be applied against or in favor of any party. The parties agree that any dispute between the parties not resolved pursuant to 7.3 herein and resulting in litigation will be filed and conducted in the New Hampshire State courts and the parties agree to waive the right to a trial by jury.</p>	
16.	Form Number P-37, General Provisions, Limitation of Liability	<p>Can the Department add a Limitation of Liability section to the P-37 as follows:</p> <p>In the event of any claim arising from services provided by Contractor at any time, the total liability of Contractor, its officers, directors, agents and employees to the State shall not exceed five million dollars (\$5,000,000). This limit applies regardless of the theory of law under which a claim is brought, including negligence, tort, contract, or otherwise. In no event shall either Party be liable for lost profits or any</p>	No.



No.	Section	Question	Answer
		other type of incidental or consequential damages. The foregoing limitations shall not apply in the event of (i) the gross negligence, intentional fraud, or willful misconduct of Contractor, or (ii) Contractor's indemnification obligations herein.	
17.	Appendix A – Exhibit E, Business Associate Agreement	Will the Department consider making any revisions to the BAA with a selected Applicant?	The Department will consider making revisions to the BAA with the selected Applicant, as long as no revisions conflict with the DHHS Information Security Requirements (Appendix A – Exhibit D, DHHS Information Security Requirements).