



OFFICIAL RESPONSES TO VENDOR QUESTIONS  
 NH DHHS – RFP 2022-022

No.	Question	Answer
1.	<p><b>RFP Section 1, Overview and Schedule of Events; Subsection 1.1, Executive Summary; Paragraph 1.1.2 Scope of Work Overview:</b></p> <p>What other system integrations are expected in addition to the mentioned CDC and Granite Trace Salesforce examples - both current and future/desired?</p>	<p>Please refer to the RFP, Attachment 1, Business and Technical Requirements Workbook, Business Requirements B1.26 and B1.27. Additional systems, though not required, may include syndromic surveillance (via ESSENCE), eHARs, and/or New Hampshire Immunization System. The system is expected to have the ability to integrate with Granite Trace (a Salesforce Solution) used for contact tracing, investigation, and outbreak management. This could include both data feeding Granite Trace and/or data within Granite Trace being sent back to the system, (i.e., two-way interface).</p>
2.	<p><b>RFP Section 2, Proposal Submission, Deadline and Location Instructions; Subsection 2.1, Proposal Submission; Subsection 2.1.1 Electronic Proposals:</b></p> <p>Do the Pricing tables as specified in Section 3.2 Price Proposal also need to be submitted in Searchable PDF format?</p>	<p>Appendix E may be submitted in .pdf format or Word format utilizing <b>Appendix E – Pricing (editable Word.doc)</b> posted to the RFP’s web page at <a href="#">NH DHHS - RFP 2022-022</a>.</p>
3.	<p><b>RFP Section 3, Proposal Organization, Content and Required Items; Subsection 3.1, Technical Proposal Organization:</b></p> <ul style="list-style-type: none"> <li>a. Are there page limits for Sections V, VI and VII?</li> <li>b. Is there a link to a fillable Transmittal Form?</li> <li>c. Please confirm that a Vendor’s agreement, per the Transmittal Letter, to be bound by the RFP Terms and Conditions, including Form P-37 General Provisions, is subject to any vendor exceptions accepted by the</li> </ul>	<ul style="list-style-type: none"> <li>a. No.</li> <li>b. Vendors may create their own document that aligns with the requirements in the RFP, or can copy and paste the Transmittal Form content from the RFP.</li> <li>c. Yes, confirmed.</li> </ul>

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No.	Question	Answer
	State and those to which the State has indicated it would be open to negotiating.	
4.	<b>RFP Section 4, Evaluation of Proposals:</b> How does the speed of implementation delivery factor into evaluation scoring?	Please see the RFP, Appendix C, Topics for Mandatory Responses, Topic 13, Implementation Approach and the related scoring criteria in Section 4. Evaluation of Proposals, Subsection 4.1 Criteria for Evaluation and Scoring, Scoring Table.
5.	<b>RFP Section 6. Contract Terms and Award; Subsection 6.1, Non-Exclusive Contract:</b> Given the non-exclusivity of the resulting contract, does the State prefer an integrated solution from one vendor or collection of "best-in-class" solutions from multiple vendors to coordinate solution delivery?	The State is seeking proposals for all vendor solutions and requests details for either option. A single user interface, regardless if integrated or 'best in class,' is beneficial administratively for data management and investigation, however the State is open to a wide variety of vendor proposed solutions.
6.	<b>RFP Section 6. Contract Terms and Award; Subsection 6.3, Anticipated Contract Term:</b> a. What is the anticipated contract start date? b. Is there a desired or required go-live date for the transition from the current system to the new disease surveillance system?	a. At this time, the State cannot provide an exact start date or exact system go-live date. RFP Section 6. Contract Terms and Award, Subsection, 6.3, Anticipated Contract Term, includes the anticipated contract term. It is the intent of the State for the contract to commence on or as close to July 1, 2022, upon Governor Executive Council approval, whichever is later. b. The State anticipates a transition period from the current system to the new disease surveillance system go-live date.
7.	<b>RFP Section 6. Contract Terms and Award:</b> a. Is there a special form for Exceptions? b. Will there be a second Q&A period for vendors to submit follow-up questions after the Official Q&A is published?	a. No. b. A second Q&A period is not standard DHHS procurement practice. However, the State at its sole discretion may implement a second Q&A period upon posting the Official Q&A and any additional Addendums to the RFP, if warranted.



No.	Question	Answer
8.	<p><b>RFP Section 6, Contract Terms and Award; Form P-37 General Provisions; Paragraph 5, Contract Price/Price Limitation/Payment:</b></p> <ul style="list-style-type: none"> <li>a. Is the State willing to consider including language limiting the Contractor’s liability in the awarded contract?</li> <li>b. The section references Exhibit C. Can the state publish Exhibit C?</li> <li>c. Will the State consider an exception to the State’s limit on liability for the State’s breach of the State’s Intellectual Property Rights obligations and restrictions?</li> <li>d. Will the State clarify that it is the Contractor who will waive any right to specific performance or other equitable remedies if required by law?</li> <li>e. Will the state consider a change to language to reflect neither party shall be liable for consequential, special, indirect, incidental, punitive, or exemplary damages?</li> </ul>	<ul style="list-style-type: none"> <li>a. Yes, however, no limitation of liability is guaranteed. If a limitation of liability is negotiated with the Selected Vendor, certain exclusions will apply (i.e., data breach liability and indemnification for third-party claims).</li> <li>b. See Contract Exhibit C, Payment Terms template, published on the RFP web page at <a href="#">NH DHHS - RFP 2022-022</a>. Exhibit C, Payment Terms, is developed during the contract phase of the procurement.</li> <li>c. No.</li> <li>d. Yes.</li> <li>e. Yes.</li> </ul>
9.	<p><b>RFP Section 6, Contract Terms and Award; Form P-37 General Provisions; Paragraph 6, Compliance by Contractor with Laws and Regulations/Equal Employment Opportunity; Subparagraph 6.1:</b></p> <ul style="list-style-type: none"> <li>a. Can the State confirm that applicable intellectual property laws mean United States trademark, patent, copyright or Trade Secret laws (as defined by the Uniform Trade Secret Act), and consider</li> </ul>	<ul style="list-style-type: none"> <li>a. Yes.</li> <li>b. Yes. The Department may negotiate changes to subsection 6.1 with the selected Vendor, however changes are not guaranteed.</li> </ul>

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	<p>making compliance with the above intellectual property laws applicable to the Contractor and the State?</p> <p>b. Is the State willing to negotiate intellectual property terms that are consistent with the solution the Vendor is offering?</p>	
10.	<p><b>RFP Section 6, Contract Terms and Award; Form P-37 General Provisions; Paragraph 6, Compliance by Contractor with Laws and Regulations/Equal Employment Opportunity; Subparagraph 6.3:</b></p> <p>Will the State consider clarifying that the State’s or United States’ access to Contractor’s books, records and accounts for the purpose of ascertaining compliance under this provision will be permitted to the extent required under applicable state or federal law?</p>	Yes.
11.	<p><b>RFP Section 6, Contract Terms and Award; Form P-37 General Provisions; Paragraph 6, Personnel; Subparagraph 7.2:</b></p> <p>Will the State consider revising the provision as follows:                      “Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor and <b>the State each agree they shall not hire, and, with respect to the Contractor,</b> shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to</p>	No. Given the large number of Departments, the State is not able to track applications received from employees and subcontractors of the selected Vendor.

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	hire, any person who is an <b>State</b> employee or official <b>of the other party</b> , who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.”	
12.	<p><b>RFP Section 6, Contract Terms and Award; Form P-37 General Provisions; Paragraph 8, Event of Default/Remedies, 8.1:</b></p> <p>a. Will the State consider defining an “Event of Default” in terms of Contractor’s material breach of the Contract?</p> <p>b. Will the State consider adding a clarification that any damages will be subject to to-be-agreed-upon limits on Contractor’s liability?</p>	<p>a. No.</p> <p>b. Please see the State’s response to question #8a above. If the State agrees to a limitation of liability with the selected Vendor, it will apply to any damages that are not exempt from the limitation of liability.</p>
13.	<p><b>RFP Section 6, Contract Terms and Award; Form P-37 General Provisions; Paragraph 8, Event of Default/Remedies, 8.1.1:</b></p> <p>Will the State agree to change this provision to read “failure to perform the Services in accordance with the Agreement or on schedule;”?</p>	Yes.
14.	<p><b>RFP Section 6, Contract Terms and Award; Form P-37 General Provisions; Paragraph 8, Event of Default/Remedies, 8.2:</b></p> <p>a. Will the State consider revising the provision as follows:</p>	<p>a. Yes.</p> <p>b. Yes.</p>



No.	Question	Answer
	<p>Upon the occurrence of any Event of Default, <b>which is not cured by Contractor within thirty (30) days (or such longer cure period as may be provided by the State) following receipt of written notice from the State</b>, the State may take any one, or more, or all, of the following actions:</p> <p>b. Would the State agree to provide a minimum cure period of 30 days?</p>	
15.	<p><b>RFP Section 6, Contract Terms and Award; Form P-37 General Provisions; Paragraph 10, Data/Access/Confidentiality/ Preservation, 10.1 – 10.3:</b></p> <p>a. Will the Department consider the applicability of these provisions in the context of Contractor’s remotely-hosted Software-As-A-Service and related deliverables, all of which are owned by Contractor?</p> <p>b. Will the State consider changes to Provision 10.2?</p>	<p>a. Yes</p> <p>b. Yes. The Department may negotiate changes to subsection 6.1 with the Selected vendor, however changes are not guaranteed.</p>
16.	<p><b>RFP Section 6, Contract Terms and Award; Form P-37 General Provisions; Paragraph 12. Assignment/Delegation/Subcontractors, 12.1:</b></p> <p>Will the State consider revising the second sentence of the provision as follows:                      “For purposes of this paragraph, a Change of Control shall not constitute an assignment.”</p>	No.



No.	Question	Answer
17.	<p><b>RFP Section 6, Contract Terms and Award; Form P-37 General Provisions; Paragraph 13, Indemnification:</b></p> <p>a. Is the State willing to modify the paragraph?</p> <p>b. Will the State consider the revisions to the Provision as follows:</p> <p>“Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any <b>and all direct damages, liabilities or costs associated with third party claims, liabilities and costs</b> for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, <b>which arise out of (or which may be claimed to arise out of) to the extent caused by the negligent acts or omissions of the Contractor, or its subcontractors, including but not limited or the negligence or recklessness or intentional misconduct of the Contractor or its subcontractors.</b> The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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</p>	<p>a. Yes, the State may negotiate modifications to this paragraph with the selected Vendor. However, the requested modifications may not be accepted by the State.</p> <p>b. No.</p>



No.	Question	Answer
	the termination of this Agreement.	
18.	<p><b>Section 6: Contracts Terms and Award; P-37 Special Provisions; Paragraph C, Provision 8, Event of Default/Remedies, 8.2.5:</b></p> <p>Will the State consider deleting 8.2.5 in its entirety, or revise the provision as follows: <b>“The State shall give the Contractor a written thirty (30) day notice specifying the event of Default, terminate the agreement as breached, and procure Services that are the subject of the Contract from another source.”</b></p>	No.
19.	<p><b>Section 6: Contracts Terms and Award; P-37 Special Provisions; Paragraph D, Provision 9, Termination, 9.1:</b></p> <p>a. Will the State consider the following provision revisions:</p> <p>Notwithstanding paragraph 8, the State may, at its sole discretion, and, with <b>at least 30 days prior</b> written notice, terminate the Agreement for any reason, in whole or in part.</p> <p>In the event of such termination, the Contractor shall <b>immediately</b> stop all work hereunder and shall <b>immediately</b> cause any and all of its suppliers and subcontractors to cease work <b>as of the Termination Date in the written notice.</b></p> <p>b. The State shall be liable for <b>the</b> cost of all Services and Deliverables for which Acceptance has been given by the State <b>as well as any partially completed Deliverable that the Contractor is</b></p>	<p>a. Yes.</p> <p>b. No.</p>





No.	Question	Answer
	<p>required to deliver to the State under this Contract, provided through the date of termination. In the event of termination without cause, the State shall also be liable for wind-down or unamortized costs incurred by Contractor, other than unamortized or wind-down costs relating to hosting. The State shall including but will not be liable for any costs for incomplete Service, or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.</p>	
2	<p><b>Section 6: Contracts Terms and Award; P-37 Special Provisions; Paragraph D, Provision 9, Termination, 9.2 Termination Procedure; 9.2.2, b.:</b>                      Request language change to: “Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section.”</p>	No.
21.	<p><b>Section 6: Contracts Terms and Award; P-37 Special Provisions; Paragraph F, Provision 12, Assignment/Delegation/Subcontracts, 12.3, b.:</b>                      Request language change to: “The State may,</p>	No.



No.	Question	Answer
	at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.”	
22.	<p><b>RFP Section 6, Contract Terms and Award; P-37 General Special Provisions:</b></p> <p>Will the State consider adding a new provision as follows:</p> <p>Notwithstanding anything contained in this Agreement to the contrary, the State and Contractor agree that any changes in Contractor’s price, costs or obligations under this Agreement that arise due to a change in scope, industry pricing, federal, state or local law, regulation, policy or security standard, or otherwise, shall be subject to mutual agreement of the parties and reflected in a written amendment to this Agreement signed by both parties.</p>	<p>No. However, any changes to price or scope agreed upon by the parties will be reflected in a written contract amendment signed by both parties and submitted to the Governor and Executive Council for approval.</p>
23.	<p><b>RFP Section 6, Contract Terms and Award; P-37 General Special Provisions:</b></p> <p>Will the State consider adding a new provision as follows:</p> <p><b>GRANT OF LICENSES.</b></p> <p>1. Contractor developed certain Licensed Code (defined in Section below) and related Documentation (defined in Section 2.1 below);</p> <p>1.2 The Licensed Code and Documentation are subject to copyright and other intellectual property rights. No ownership interest in the Licensed Code or documentation is</p>	<p>No, the State will not accept the proposed language as written. However, the State will negotiate any necessary language regarding licensing and warranty with the selected Vendor.</p>



No.	Question	Answer
	<p>transferred to the State hereunder, it being agreed that the Licensed Code and Documentation are being licensed and not sold to the State.</p> <p>1.3 Contractor hereby grants to the State, and the State hereby accepts, a fixed term, worldwide, non-exclusive, non-transferable, and limited copyright license to use, execute, display, copy, merge, compile and internally distribute the Licensed Code (Maven v6.1), for use only for the State's _____ purpose ("Purpose") on at most 1 production instance (clustered or unclustered), 1 test instance, 1 staging instance and 1 development instance within New Hampshire ("Jurisdiction") in the State's address above starting on the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) and ending five (5) years later. In the event the parties extend the Contract, the State may extend the aforementioned license through the end of the extension period upon payment to Contractor of any applicable fees identified by Contractor for the extension period. Please note that there is a limit of [1,000] users on the production system, unless otherwise agreed in writing by Contractor, and these users must be based in the Jurisdiction.</p> <p>1.4 Contractor further grants to the State a fixed term, worldwide, non-exclusive, non-transferable and limited license to access, use, display and copy the Documentation for the State's users only (and only users within</p>	



No.	Question	Answer
	<p>the state specified in the State’s address above) in order to utilize the Licensed Code consistent with the licenses granted herein during the period starting on the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party’s signature) and ending five (5) years later. In the event the parties extend the Contract, the State may extend the aforementioned license through the end of the extension period upon payment to Contractor of any applicable fees identified by Contractor for the extension period.</p> <p>1.5 The State acknowledges that, except for the express copyright license granted herein to the Licensed Code and Documentation no other rights, immunity or license of any kind whether expressed or by implication, estoppels or otherwise, are hereby granted with respect to any patent, trademark, copyright, mask work, trade secret or other intellectual property rights of Contractor.</p> <p>2.0 STATE RESPONSIBILITIES</p> <p>2.1 The State may make only as many machine-readable and/or printed copies of the Licensed Documentation as are reasonably necessary to support the State’s exercise of its rights under Section 2.0. The State may use the Licensed Code on only one instance (clustered or un-clustered) and solely for the Purpose. The State will not remove any Contractor copyright notices and/or other notice of proprietary rights appearing in the Licensed Code or Documentation in any</p>	



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	<p>copies.</p> <p>2.2 The State may not reverse assemble, reverse compile, or otherwise translate the Licensed Code except as specifically permitted by law without the possibility of contractual waiver.</p> <p>2.3 The State agrees to make its best efforts to ensure that reference is made to the Contractor in any communication or publication related to the use of the Licensed Code or Documentation.</p> <p>3.0 WARRANTY</p> <p>The State is licensing the licensed code and the documentation on an “as-is” basis and without warranty of any kind, either express or implied, including but not limited to any warranty on non-infringement or any implied warranty of merchantability or fitness for a particular purpose. Contractor does not warrant that the Licensed code will operate in combination with any of the State code, or that its operation will be uninterrupted or error free, or that the licensed code or documentation will meet the State’s requirements.</p>	
24.	<p><b>RFP Appendix B, Business/Technical Requirements and Deliverables</b></p> <p>a. Is the State only considering a COTS solution, or a developed solution to customize?</p> <p>b. Can the State clarify if it is seeking a Software-As-A-Service to which the State will be given defined remote access and use rights as well as use of</p>	<p>a. The State will consider either SaaS or COTS solutions, including existing, customizable solutions.</p> <p>b. The State is considering all options.</p> <p>c. Please refer to the RFP, Section 6, Contract Terms and Award, P-37 Special Provisions, Item D, Provision 9. Termination.</p> <p>d. The State welcomes vendor solutions to improve case data collection.</p>

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	<p>the related deliverables only during the term of the Contract?</p> <p>c. If yes, please confirm there will be no Software or Written Deliverables delivered to the State upon termination of the Contract.</p> <p>d. Does the State prefer to have a resident interface to accelerate case data collection?</p>	
25.	<p><b>RFP Appendix B, Business/Technical Requirements and Deliverables; B-1. Statement of Work; B1.2:</b></p> <p>What data visualization options are anticipated?</p>	<p>The State anticipates a future need for interactive dashboards, various statistical charts and graphs, charts to assist with forecasting or outbreak detection to meet various epidemiology needs and assist with automating reports. The State prefers flexibility in the system for staff to create their own visualizations to benefit program activities. Any tables or charts that assist with program management for tasks, case or outbreak management, or indicate patient follow-up are valuable for internal use. Multiple levels to search and export data is needed for program staff. If vendor proposed solution does not have robust visualization options, explain what tools would be available for both epidemiology and case management.</p>
26.	<p><b>RFP Appendix B, Business/Technical Requirements and Deliverables; B-1. Statement of Work, B1.5:</b></p> <p>a. What are the specifications of current data storage, format, and volume?</p> <p>b. What preferences does the State have for specific migration processes or tools?</p> <p>c. What information can be shared about the State Enterprise Business Intelligence (EBI) platform (e.g. software company and product version)?</p>	<p>a. Currently, data is stored in a Microsoft SQL Server (2012) database with approximately 850GB, over 50% used.</p> <p>b. Vendors are encouraged to recommend migration processes/tools.</p> <p>c. The EBI system is made up of different applications: Informatica for the State's ETL, Tableau for data visualization, and Salesforce as the framework for several applications.</p>



No.	Question	Answer
27.	<p><b>RFP Appendix B, Business/Technical Requirements and Deliverables; B-2 Data Location (and Appendix E – Pricing; Table E-1.4 Hosting Pricing):</b></p> <ul style="list-style-type: none"> <li>a. Does the State have a preferred Continental United States hosting/data center (i.e., State of New Hampshire IT, secured government cloud, Amazon AWS/GovCloud, Oracle ODC, Vendor onsite physical, other)?</li> <li>b. Will the State considering adding a clarifying provision that the parties agree that Contractor may utilize its overseas resources, not excluded by New Hampshire state laws, to provide maintenance and support services which may include access to the State’s instance(s) of the Software-As-A-Service.</li> </ul>	<ul style="list-style-type: none"> <li>a. Hosting/data centers will be considered by the State, however all data must be hosted in the continental United States.</li> <li>b. No.</li> </ul>
28.	<p><b>RFP Appendix B, Business/Technical Requirements and Deliverables; B-3 Background Checks:</b></p> <ul style="list-style-type: none"> <li>a. Can the State provide clarification regarding the frequency of Background Check requirements, confidentiality requirements and upon what data the State’s reference screening would be based?</li> <li>b. Can the State confirm background checks apply to the Contractor’s personnel performing the solution implementation services and not the Cloud Service Provider personnel</li> </ul>	<ul style="list-style-type: none"> <li>a. For frequency of Background Checks, please refer to the RFP, Appendix B, Business/Technical Requirements and Deliverables; B-3 Background Checks.</li> <li>b. Background check requirements do not apply to the Cloud Service Provider.</li> </ul>



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	hosting the solution?	
29.	<p><b>RFP Appendix B, Business/Technical Requirements and Deliverables; Table B-5, Deliverables; #10b and #10c:</b></p> <p>What do the acronyms PRISM and TB PAM reference in terms of the Data Conversion Plans?</p>	<p>Patient Reporting Investigating Surveillance Manager (PRISM) – The current STD surveillance system.</p> <p>Tuberculosis (TB) Program Area Module (PAM) – The current module for TB data.</p>
30.	<p><b>RFP Appendix B, Business/Technical Requirements and Deliverables; Table B-5, Deliverables; #16:</b></p> <p>What device types does the State plan to use?</p>	<p>End user devices include, but are not limited to, desktops, laptops, tablets.</p>
31.	<p><b>RFP Appendix C, Topics for Mandatory Responses:</b></p> <p>Does the State have a requirement for font and font size, spacing, margins?</p>	<p>No, however, responses must comply with the page limits as specified in Appendix C, Topics for Mandatory Responses, Table C, Topics.</p>
32.	<p><b>RFP Appendix C, Topics for Mandatory Responses, Table C, Topics:</b></p> <p>Can the State clarify section numbers in this Appendix? Section numbers in “Table C Topics” do not align with the section numbers and topics presented in detail after the table?</p>	<p>See Addendum #4, Item #1.</p>
33.	<p><b>RFP Appendix C, Topics for Mandatory Responses; C-1, Proposed Software Solution; Topic 2 – Technical Architecture, #3:</b></p> <p>Are there specific browser requirements for web browser support (i.e., primary browser used to access State sites)?</p>	<p>State staff have access to Edge, Chrome and Firefox browsers. IE 11 is end of life and no longer supported. Application must be compatible with latest modern browsers.</p>





No.	Question	Answer
34.	<p><b>RFP Appendix C, Topics for Mandatory Responses; C-1, Proposed Software Solution; Topic 6 – System Security:</b></p> <p>What user authentication methods need to be integrated (i.e., State Active Directory, OAuth, OIDC)?</p>	<p>No specific required authentication method, however method must meet security standards for State of NH.</p>
35.	<p><b>RFP Appendix C, Topics for Mandatory Responses; C-4, Project Execution; Topic 15 – Migration Strategy:</b></p> <p>a. Can the State provide the approximate volume of data that needs converting from NHEDSS, PRISM, and TB-PAM?</p> <p>b. Can the State provide the types of diseases and programs that are managed in NHEDSS, PRISM and TB-PAM, or provide the reference to the bidders library?</p>	<p>a. The volume of data is unknown at this time, however, the State anticipates millions of records will need to be converted. If not feasible, provide various levels of conversion and include relevant data migration pricing utilizing Table E-1.5 Other Cost Pricing Worksheet, in Appendix E – Pricing.</p> <p>b. Please click the link below for a list of reportable diseases: <a href="https://www.dhhs.nh.gov/dphs/cdcs/documents/reportablediseases.pdf">https://www.dhhs.nh.gov/dphs/cdcs/documents/reportablediseases.pdf</a>. However, this system must accommodate new or high threat infectious diseases or exposure events not explicitly listed (i.e., How would system be used during a large bloodborne pathogen exposure event?).</p>
36.	<p><b>RFP Appendix C, Topics for Mandatory Responses; C-6, Ongoing Operations For Vendor Hosted Solution; Topic 22 – Hosted System, #3:</b></p> <p>a. Can the State clarify if “preferred” implies a requirement?</p> <p>b. Would SOC 2 Type 2 audits and HIPAA compliance be accepted?</p>	<p>a. Preferred does not imply a requirement.</p> <p>b. Please refer to the RFP, Appendix I, Exhibit K, DHHS Information Security Requirements, Section III.A.5. The requirement would include a HROC (HIPPA report on compliance), SOC 2 Type 2 audit, and FISMA compliance.</p>
37.	<p><b>RFP Appendix C, Topics for Mandatory Responses; C-6, Ongoing Operations For Vendor Hosted Solution; Topic 22 – Hosted System and Attachment 1, Business and Technical Requirements Workbook,</b></p>	<p>Yes, the State will work with the selected Vendor to identify service level agreements but does require a level of availability during off hours to support public health emergencies if there was a system critical failure.</p>



No.	Question	Answer
	<p><b>Application Requirements, Hosting-Cloud Requirements, H1.1):</b>                      Due to a discrepancy in the uptime percentage request in these two sections, can the State modify these requirements and specify that the Service Level Agreement requirements can be negotiated based on the Service provider chosen?</p>	
38.	<p><b>RFP Appendix D, Standards for Describing Vendor Qualifications; D-2 Required Information on Corporate Qualifications; D-2.1 Financial Strength:</b>                      Can financial statements and tax returns be marked financial?</p>	<p>Yes, however, if the selected Vendor is a nonprofit corporation, the most recent financial statement must be submitted with the contract for approval by the Governor and Executive Council.</p>
39.	<p><b>RFP Appendix E, Pricing:</b></p> <ul style="list-style-type: none"> <li>a. Can the State provide Appendix E - Pricing in an editable format?</li> <li>b. Will the state consider subscription-based pricing?</li> <li>c. If assumptions or estimates are included in a vendor's price proposal and notes need to be included for clarity and explanation, where should vendors include such notes in their Cost Proposal?</li> <li>d. Is the Grand Total of Table E-1.6, <u>System Implementation Pricing Summary</u>, the total cost based on the first year only?</li> </ul>	<ul style="list-style-type: none"> <li>a. Yes. See <b>Appendix E – Pricing (editable Word.doc)</b> posted to the RFP's web page at <a href="#">NH DHHS - RFP 2022-022</a>.</li> <li>b. No. Pricing must be broken out in accordance with the deliverable and pricing tables in Appendix E – Pricing.</li> <li>c. Assumptions or estimates are not acceptable for Pricing Tables E-1.1 through E-1.6. <u>The Grand Total in Pricing Table E-1.6, System Implementation Pricing Summary, will be considered as a Vendor's Cost Proposal Price</u> and will be scored and evaluated in accordance with the RFP. Pricing Tables E-1.7 through E-1.9 are additional tables for Vendors to utilize to show the break out of specific costs <u>already reflected in Tables E-1.1 through E-1.5</u>, or any potential future costs above and beyond the Vendor's Proposed Price in Table E-1.6.</li> <li>d. The Grand Total Price in Table E-1.6 is the total proposed price for the <u>full Contract Term</u>. <b>See RFP, Section 6, Contract Terms and Award, Subsection 6.3 Anticipated Contract Term</b>. Costs must be broken out by Deliverables in accordance with Appendix E – Pricing, Pricing Table E-1.1, Activities /</li> </ul>



No.	Question	Answer
		Deliverables / Milestones Pricing (which must include Projected Delivery Dates), and Pricing Tables E-1.2 through E-1.5.
40.	<p><b>RFP Appendix E, Pricing; Table E-1.1. Activities/Deliverables/Milestones Pricing (and Attachment 1, Business and Technical Requirements; Tab 4, Activities/ Deliverables/Milestones Pricing):</b></p> <p>a. Table E-1.1 Activities / Deliverables / Milestones Pricing Worksheet is listed to be completed as part of Pricing Submission/Cost Proposal with 39 items. This table also appears in Attachment 1, Business and Technical Requirements Worksheet (Tab 4) with one additional listed item under Operations, Line 38. Ongoing Hosting Support. Should Vendor’s submit both tables?</p> <p>b. What should vendors enter in the “Total” row in Table E-1.8 since this is a table for future vendor rates?</p>	<p>a. No. Please see Addendum #4, Item #2, and <b>Appendix E – Pricing (editable Word.doc)</b> posted to the RFP’s web page at <a href="#">NH RFP 2022-022</a>.</p> <p>b. The “Total” row has been removed from Table E-1.8. Please utilize <b>Appendix E – Pricing</b> posted to the to the RFP’s web page at <a href="#">NH RFP 2022-022</a>.</p>
41.	<p><b>RFP Appendix I, DHHS Standard Exhibits D – K, Exhibit D, Certification Regarding Drug-Free Workplace Requirements</b></p> <p>Can the State clarify how the Drug Free Workplace certification requirements are applicable to a Contractor in the context of this RFP?</p>	<p>The State anticipates federal funding will be utilized for this contract. The Drug-Free Workplace Act of 1988 requires recipients of federal funding to establish and maintain a drug-free workplace policy.</p>
43.	<p><b>RFP Appendix I, DHHS Standard Exhibits D – K, Exhibit I, Health Insurance Portability and Accountability Act, Business Associate Agreement, Section 3b:</b></p>	<p>Yes. The redline edits are approved by the State.</p>



No.	Question	Answer
	<p>Will the State consider revising the last paragraph as follows:                      The Business Associate shall complete the <b>initial</b> risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity. <b>Updates will be provided as information becomes known.</b></p>	
44.	<p><b>RFP Appendix I, DHHS Standard Exhibits D – K, Exhibit I, Health Insurance Portability and Accountability Act, Business Associate Agreement, Section 3e:</b>                      Will the State consider revising 3e as follows:                      “Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). <b>Contractor is responsible for its The Covered Entity shall be considered a direct third party beneficiary of the Contractor’s business associate agreements with Contractor’s</b> 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, however the State agrees to the following language:                      Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)n, and an agreement that the Covered Entity shall be considered a direct third party beneficiary of the Business Associate’s business associate agreements with Business Associate’s intended business associates, who will be receiving PHI pursuant to this BAA, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.</p>



No.	Question	Answer
45.	<p><b>RFP Appendix I, DHHS Standard Exhibits D – K, Exhibit K, DHHS Information Security Requirements, Section I, Responsibilities of DHHS and the Contractor; (A)(3):</b></p> <p>Will the State agree to change the language to read:</p> <p>“If DHHS notifies the Contractor 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, <b>subject to a joint review and if applicable due to changes in requirements, a mutually agreeable change order</b>, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards?”</p>	<p>DHHS agrees to remove Section I, A.3 from Exhibit K, DHHS Information Security Requirements.</p>
46.	<p><b>RFP Appendix I, DHHS Standard Exhibits D – K, Exhibit K, DHHS Information Security Requirements, Section II, Methods of Secure Transmission of Data; (1):</b></p> <p>Will the State agree to revise the Provision by adding the following:</p> <p>Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, for infrastructure being provided, 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>Yes.</p>



No.	Question	Answer
47.	<p><b>RFP Appendix I, DHHS Standard Exhibits D – K, Exhibit K, DHHS Information Security Requirements, Section II, Methods of Secure Transmission of Data; (10):</b></p> <p>Will the State agree to change the provision to read as follows:</p> <p>SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. Contractor provided SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).</p>	<p>No. However, the State agrees to change the provision to read as follows:</p> <p>10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. Contractor provided SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours). If transmitting PHI, the Contractor’s SFTP server shall meet the following HIPAA compliant requirements:</p> <p>A. <b>Strong Message Authentication Code (MAC) Algorithms.</b> Although HIPAA does not define the algorithms that must be utilized for transmitted and storing ePHI, covered entities should make sure the algorithms meet NIST standards for safety. For example, a sFTP server can utilize AES-256 symmetric cryptography for stored data and secure transmitted information utilizing a RSA 2048 bit key, the two of which satisfy HIPAA and NIST criteria.</p> <p>Per NIST - Currently, there are <b>three (3)</b> approved* general purpose MAC algorithms: <b>HMAC, KMAC and CMAC</b></p> <p>*Note: An algorithm or technique that is either specified in a FIPS or NIST Recommendation.</p> <p>B. <b>Access Control.</b> Two-factor authentication should be employed to validate user identity, and source IP exclusion should be utilized to prohibit server access from IP addresses that the covered entity does not control.</p> <p>C. <b>Audit Log.</b> An audit trail and records of all activities associated with ePHI should be monitored. Any service provider needs to keep a log of all activities on the server.</p>



No.	Question	Answer
48.	<p><b>RFP Appendix I, DHHS Standard Exhibits D – K, Exhibit K, DHHS Information Security Requirements, Section III, Retention and Disposition of Identifiable Records; first paragraph:</b></p> <p>Will the State agree to change the provision to read as follows:</p> <p>The Contractor will only retain the Confidential Data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the Confidential Data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:</p>	<p>The State agrees to replace Section III, first paragraph to read as follows:</p> <p>The Contractor will only retain the Confidential Data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the Confidential Data in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. If it is infeasible to return or destroy the Confidential Data, protections pursuant to this Information Security Requirements Exhibit survive this contract. To this end, the Contractor must:</p>
49.	<p><b>RFP Appendix I, DHHS Standard Exhibits D – K, Exhibit K, DHHS Information Security Requirements, Section III, Retention and Disposition of Identifiable Records; Paragraph A, Retention; (5):</b></p> <p>a. Will the State accept an adjustment of terms to reflect alternative server hardening to reflect comprehensive network security practices, application security practices and organizational security practices to adequately eliminate system’s exposure to malware while also maintaining performance by not running antivirus software on each virtual machine instance? Specifically suggest:</p> <p>(1) Hosting with a virtually private cloud that is entirely inaccessible from the public network except via a single HTTP and HTTPS</p>	<p>a. No. Proposed changes not accepted by the State.</p> <p>b. No. Proposed changes not accepted by the State.</p>



No.	Question	Answer
	<p>endpoint that travels through an Application Load Balancer and Web Application Firewall before reaching any server resources;</p> <p>(2) No virtual machine is directly reachable from the public internet;</p> <p>(3) All virtual machines run a current long term support operating system version, and</p> <p>(4) Use automated cloud monitoring for unusual activity.</p> <p>b. Will the State agree to change the provision to read as follows:</p> <p>The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All Contractor or End User controlled 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>	
50.	<p><b>RFP Appendix I, DHHS Standard Exhibits D – K, Exhibit K, DHHS Information Security Requirements, Section III, Retention and Disposition of Identifiable Records; Paragraph B, Disposition; (1):</b></p> <p>Will the State agree to change the provision to read as follows:</p>	<p>No. However, the State agrees to change the provision to read as follows:</p> <ol style="list-style-type: none"> <li>1. If the Contractor will maintain any Confidential Data on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination. The Contractor will also obtain written certification for any State of New Hampshire</li> </ol>



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	<p>“If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire Confidential Data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and confirm in writing at time of the data destruction, and will provide written confirmation to the Department upon request. The written confirmation will include all details reasonably necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.”</p>	<p>data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations When no longer in use, electronic media containing State of New Hampshire Confidential Data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce.</p> <ol style="list-style-type: none"> <li>2. The Contractor will provide DHHS Information Security with written certification, including date and time of data destruction, asserting that data was destroyed per this Agreement. The written certification will include all details necessary to demonstrate Confidential Data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction. In the event where the contractor has comingled Confidential Data and the destruction is not feasible the State and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction.</li> <li>3. Unless otherwise specified in the Contract, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.</li> <li>4. Unless otherwise specified in the Contract, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.</li> </ol>

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No.	Question	Answer
51.	<p><b>RFP Appendix I, DHHS Standard Exhibits D – K, Exhibit K, DHHS Information Security Requirements, Section IV, Procedures for Security; Paragraph A; (1), (2), (3), (5), and (15):</b></p> <p>Will the State agree to change “confidential information,” to “Confidential Data,” in order to reference the State’s defined term in the Definitions?</p>	<p>The Department agrees to replace the definition of “Confidential Data” in the contract with, “The definition for this term is located in DHHS Exhibit K, Information Security Requirements.</p> <p><u>Note:</u> The definition of Confidential Information/Data that the selected vendor must adhere to is defined in the RFP, Appendix I, Exhibit K, DHHS Information Security Requirements.</p>
52.	<p><b>RFP Appendix I, DHHS Standard Exhibits D – K, Exhibit K, DHHS Information Security Requirements, Section IV, Procedures for Security; Paragraph A; (11):</b></p> <p>Will the State agree to change the provision to read as follows:</p> <p>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 all costs of response and recovery from the breach to the extent caused by the Contractor, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.</p>	<p>No.</p>
53.	<p><b>RFP Appendix I, DHHS Standard Exhibits D – K, Exhibit K, DHHS Information Security Requirements, Section IV, Procedures for Security; Paragraph A; (12):</b></p>	<p>No. Proposed changes not accepted by the State.</p>

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No.	Question	Answer
	<p>Will the State agree to change the provision to read as follows:</p> <p>Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Data, 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 Contractor in its performance of the Services, 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>	
54.	<p><b>RFP Appendix I, DHHS Standard Exhibits D – K, Exhibit K, DHHS Information Security Requirements, Section IV, Procedures for Security; Paragraph A; (14):</b></p> <p>Will the State agree to change the provision to read as follows, to reference the terms that the State has defined:</p> <p>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 promptly , at the email addresses provided in Section VI. This includes a confidential information Breach, or Computer Security Incident , which affects or includes any State of New Hampshire systems that connect</p>	<p>The Department agrees to redline duplicative language within this provision, as breach notification is addressed in the Loss Reporting section of this exhibit. Section IV, Procedures for Security; Paragraph A; (14) will read as follows: “Contractor agrees to maintain a documented breach notification and incident response process.”</p> <p>Deleting “or suspected breach” not accepted by the State.</p>



No.	Question	Answer
	to the State of New Hampshire network.	
55.	<p><b>RFP Appendix I, DHHS Standard Exhibits D – K, Exhibit K, DHHS Information Security Requirements, Section IV, Procedures for Security; Paragraph A; (16):</b></p> <p>Will the State agree to change the provision to read as follows, to reference the terms that the State has defined:</p> <p>The Contractor must ensure that all End Users:</p> <ul style="list-style-type: none"> <li>a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Data that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.</li> <li>b. safeguard this Confidential Data at all times.</li> <li>c. ensure that Contractor-issued laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.</li> <li>d. send emails containing Confidential Data only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.</li> <li>e. limit disclosure of the Confidential Data to the extent permitted by law.</li> <li>f. Confidential Data received under this Contract and individually identifiable data derived from Confidential Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).</li> <li>g. only authorized End Users may transmit the</li> </ul>	<p>No. Proposed changes not accepted by the State.</p>

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No.	Question	Answer
	<p>Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.</p> <p>h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.</p> <p>i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.</p> <p>Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to reasonably request relevant documentation with respect to Contractor’s handling of Confidential Data or to conduct onsite inspections of Contractor -controlled systems to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.</p>	
56.	<p><b>RFP Appendix I, DHHS Standard Exhibits D – K, Exhibit K, DHHS Information Security Requirements, Section V, Loss Reporting:</b></p>	<p>No. Proposed changes not accepted by the Department.</p>



No.	Question	Answer
	<p>Will the State agree to change the provision to read as follows:</p> <p>The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches , at the email addresses provided in Section VI within two (2) hours of confirmation.</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, Contractor's procedures must also address how the Contractor will:</p> <ol style="list-style-type: none"> <li>1. Identify Incidents;</li> <li>2. Determine if Confidential Data personally identifiable information is involved in Incidents;</li> <li>3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;</li> <li>4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and</li> <li>5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation Measures, to the extent caused by the Contractor.</li> </ol>	

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No.	Question	Answer
	Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.	
57.	<p><b>Attachment 1, Business and Technical Requirements Workbook, Instructions:</b></p> <p>Can the State confirm that configurations (i.e. no-code adjustments or settings) are considered "standard"?</p>	The State confirms configurations are considered standard.
58.	<p><b>Attachment 1, Business and Technical Requirements Workbook, Business Requirements, General System Requirements, B1.22:</b></p> <p>a. Do negative results/findings need to be segregated differently than other diseases, or can they go directly into the operational database without affecting performance impacts?</p> <p>b. Are there any special handling requests?</p>	<p>a. Negative results or tests can be processed with the rest of the reportable conditions but must be flexible to bulk search and classify conditions. The State prefers to have automated classification for certain reportable conditions, specifically for negative labs (e.g., COVID-19 negative labs would be automatically bulk classified 'not a case' and 'antibody' tests would be classified 'suspect'.</p> <p>b. No.</p>
59.	<p><b>Attachment 1, Business and Technical Requirements Workbook, Business Requirements, General System Requirements, B1.24:</b></p> <p>Can the State provide a use case and provide a description or example of a custom label.</p>	<p>Example 1: Call Provider</p> <p>Example 2: Out of State Case</p>
60.	<p><b>Attachment 1, Business and Technical Requirements Workbook, Business Requirements, General System</b></p>	<p>Example: Having patient address pinned so its visible to the user at all times while viewing the case.</p>



No.	Question	Answer
	<p><b>Requirements, B1.25:</b>                      Can the State provide a use case or an example of a pin/overlay tab in the user interface and how they might be used?</p>	
61.	<p><b>Attachment 1, Business and Technical Requirements Workbook, Business Requirements, General System Requirements, B1.27:</b></p> <p>a. Can the State describe transactional volumes and formats for the current integration engine?</p> <p>b. Are there any data mapping, translation, or functionality the selected Vendor can expect to be completed by the integration engine before data is accepted by the vendor solution?</p>	<p>a. The State describes transactional volume as ranging up to 1,600,000 annually, and current formats may include, but are not limited to, HL7, CSV Flat Files, and batched HL7 via SFTP. This is subject to change and is variable.</p> <p>b. The State’s expectation is the vendor solution will be scalable.</p>
62.	<p><b>Attachment 1, Business and Technical Requirements Workbook, Business Requirements, Data Entry, B2.3:</b>                      Can the State provide an example of objects and fields and how they will be linked?</p>	<p>Example: Linking an index to a contact case.                      Having this functionality would allow users to link cases to contacts and identify networks. Having linked objects or fields would be valuable when many of the same features are the same, with exception to individual (i.e., linked to same household, but different person).</p>
63.	<p><b>Attachment 1, Business and Technical Requirements Workbook, Business Requirements, Data Entry, B2.10:</b></p> <p>a. Does the requirement imply bulk updates of multiple cases, or data entry on more than one case at a time by a single user?</p> <p>b. Can the Department provide an example workflow scenario for a user in this case?</p>	<p>a. Please refer to B2.10.</p> <p>b. Examples of bulk updating multiple cases:                      1) All negative cases would be bulk classified ‘not a case’ (or bulk classified based on other laboratory criteria),                      2) Search and multiple cases bulk classified. This functionality would be valuable for high volume reportable conditions, including but not limited to Lyme disease, viral hepatitis, COVID-19, and chlamydia. Data entry on more than one case by a single user may have its benefits and NH DPHS welcomes vendor proposed solutions.</p>



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No.	Question	Answer
64.	<p><b>Attachment 1, Business and Technical Requirements Workbook, Business Requirements, User and Role Management, B4.1 – B4.10:</b></p> <p>a. What is the desired process for vetting and prescribing access to the system today (i.e., self-registration)?</p> <p>c. Is there a training process that can be included as part of the registration workflow?</p>	<p>a. Vendors are to propose a solution for prescribing access. The State anticipates State staff will assist with identifying users and providing access.</p> <p>b. The State welcomes vendor solutions to training. Please refer to Attachment 1, Business and Technical Requirements Workbook, B4.1 – B4.10.</p>
65.	<p><b>Attachment 1, Business and Technical Requirements Workbook, Business Requirements, Deduplication, B5.1:</b></p> <p>What types of data would require deduplication logic?</p>	<p>Deduplication options are needed for both patients and cases (i.e., multiple cases of COVID-19 that are accidentally created would need merging.) Please refer to Attachment 1, Business and Technical Requirements Workbook, Section B5.1 – B5.12.</p>
66.	<p><b>Attachment 1, Business and Technical Requirements Workbook, Business Requirements, System Reports and Exports, B6.2:</b></p> <p>Is the State, per B6-2, seeking a real-time reporting database?</p>	<p>Yes, or very near real-time, where labs or reports can be sent within seconds or minutes of receipt.</p>
67.	<p><b>Attachment 1, Business and Technical Requirements Workbook, Business Requirements, Form Management, B10.2:</b></p> <p>a. What data is intended to be collected with these forms?</p> <p>b. Who will complete these forms?</p>	<p>a. Patient information, interview information, laboratory data, provider case report forms, or other forms of electronic case reporting.</p> <p>b. End users.</p>
68.	<p><b>Attachment 1, Business and Technical Requirements Workbook, Business Requirements, Provider Submission of Labs</b></p>	<p>The State welcomes vendor proposed solutions that ensure submitter knows what information is required.</p>



No.	Question	Answer
	<p><b>and Cases, B12.2:</b>                      For any of the external forms where submitters would not be users in the system, is there a need to pre-populate with PHI in order for the submitter to identify what information is needed?</p>	
69.	<p><b>Attachment 1, Business and Technical Requirements Workbook, Application Requirements (Tab 3); Project Management, P1.12:</b>                      The requirement appears to be incomplete, and missing required report details after the last statement. Can the State please clarify the requirement?</p>	Please see Addendum #4, Item #3.
70.	<p><b>Attachment 1, Business and Technical Requirements Workbook, Application Requirements, Hosting-Cloud Requirements:</b></p> <ul style="list-style-type: none"> <li>a. Does the State have an estimated number of users accessing NHEDSS?</li> <li>b. What is the estimated number of annual ELR transactions?</li> <li>c. What is the annual volume of eCR?</li> <li>d. Is single sign on involved?</li> <li>e. What is the target Service Level Agreement?</li> <li>f. What are the requirements for High Availability?</li> <li>g. Will a separate reporting server be required (typically recommend if system exceeds 5 million annual transactions)?</li> </ul>	<ul style="list-style-type: none"> <li>a. The State currently has 170 users accessing NHEDSS. During the peak COVID response, there were close to 600 users.</li> <li>b. During calendar year 2021, there were approximately 5+ million ELRs, however this is subject to change and is variable. The State's expectation is the vendor solution will be scalable.</li> <li>c. The State is unable to receive eCR currently and therefore is unable to provide estimated volume.</li> <li>d. A single sign on is not involved at this time.</li> <li>e. Please see Attachment A, Business and Technical Requirements Workbook, Application Requirements (Tab 3), Service Level Agreement, H4.1 – H4.14.</li> <li>f. Concurrently maintainable site infrastructure with expected availability of 99.95%.</li> <li>g. Not a requirement of the RFP.</li> </ul>

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No.	Question	Answer
71.	<p><b>Attachment 1, Business and Technical Requirements Workbook, Support and Maintenance Requirements, S1.5):</b> Can the State confirm it will accept Service Level Agreements correlating to FedRAMP requirements?</p>	<p>For FedRAMP requirements, please refer to the RFP, Appendix I, Exhibit K, DHHS Information Security Requirements.</p>
72.	<p><b>General Question:</b> For pricing purposes, will state enterprise software licenses be available for use by the selected Vendor including, but not limited to, Tableau, PowerBI, Rhapsody, Mirth, Oracle?</p>	<p>The State does not guarantee the ability to provide licenses.</p>
73.	<p><b>General Question:</b> During peak COVID outbreaks: a. Approximately how many messages were received for processing per day? b. Counts by ELR, eCR? c. Were negative labs also processed in addition to positive labs?</p>	<p>During peak COVID-19 outbreak (Jan 2022): a. Approximately 30,000 messages were received and processed per day. b. ELR messages only – State unable to process eCR at this time. c. Yes, negative labs were processed also in addition to positive lab results.</p>
74.	<p><b>General Question:</b> For the electronic messages ELRs &amp; eCRs, what formats and versions should be supported (current and planned)?</p>	<p>Please refer to Attachment 1, Business and Technical Requirements; Business Requirements; Electronic Laboratory Report (ELR) Management, B7.1 – B7.13, and Electronic Case Report (eCR) Management, B8.1 – B8.3.</p>
75.	<p><b>General Question:</b> Is the New Hampshire Department of Health and Human Services a fully centralized disease reporting structure or are there jurisdictions or health districts that work independently?</p>	<p>The NH Division of Public Health Services (NH DPHS) is fully centralized. There are two (2) city health jurisdictions that utilize the system as end users and require NH DPHS to administer and ensure user access and support.</p>
76.	<p><b>General Question:</b> What is the State’s budget for this contract?</p>	<p>Vendors must propose their best competitive price in response to the RFP.</p>

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No.	Question	Answer
77.	<p><b>General Question:</b> Have General Funds been appropriated for this contract?</p>	<p>No. The State anticipates all funding will be federal funds, which is subject to change at the State’s discretion.</p>
78.	<p><b>General Question:</b> Will the State share the incumbent contract for the existing Electronic Infectious Disease Surveillance System?</p>	<p>The current contractor is Scientific Technologies Corporation. The contract is available on the NH Secretary of State’s web site, at the link below. Please see Informational Item E. <a href="#">11-18-20 G&amp;C Meeting Agenda Informational Item E</a></p>
79.	<p><b>General Question:</b> Would the State consider requesting the selected vendor provide a user authorized direct access to electronic health records (EHR)?</p>	<p>Vendors may include this in their vendor solution.</p>
80.	<p><b>General Question:</b> Does the state currently have an interface engine such as Rhapsody?</p>	<p>Yes. See Attachment 1, Business and Technical Requirements Workbook, Business Requirements, General System Requirement B1.27.</p>
81.	<p><b>General Question:</b></p> <ul style="list-style-type: none"> <li>a. How many internal (.gov email addresses) users are there expected to leverage the system?</li> <li>b. How many external users (citizens or private entities) are expected to leverage the system?</li> </ul>	<ul style="list-style-type: none"> <li>a. Please see RFP, Appendix C, Topics for Mandatory Responses, Topic 26, #3.</li> <li>b. The State is unable to estimate at this time, however anticipates there will be external healthcare providers that will submit electronic case report forms and potentially external individuals that will submit surveys following an outbreak.</li> </ul>
82.	<p><b>General Question:</b> Is there a Microsoft Word version of the RFP available for vendors?</p>	<p>No.</p>
83.	<p><b>General Question:</b> Will Vendor Conference registrants automatically receive the State’s responses</p>	<p>The State’s response (this <b>Official Q&amp;A</b> document) is posted to the RFP web page at <a href="#">NH DHHS - RFP 2022-022</a>. Additionally, a courtesy email notice announcing the published Q&amp;A is/was sent to all Vendor</p>

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<b>No.</b>	<b>Question</b>	<b>Answer</b>
	(Official Q&A) and any other notices, announcements relating to this RFP?	Conference registrants.
84.	<b>General Question:</b> Can the State provide the specific systems the new system must interface with, or have connectivity to?	See RFP, Attachment 1, Business and Technical Requirements Workbook.
85.	<b>General Question:</b> Does the State consider a Vendor's proposal as a binding offer?	Yes. Please see the RFP, Section 3. Proposal Organization, Content, and Required Items, Subsection 3.1 Technical Proposal Organization, Transmittal Form Letter.