



OFFICIAL RESPONSES TO VENDOR QUESTIONS  
 RFP-2022-OCOM-02-COMPR

#	Section	Page #	Question	Answer
1.	General	N/A	What is the number of members covered by all carriers who will submit data?	Approximately 1 million
2.	General	N/A	How many different carriers submit data to CHIS?	Approximately 34
3.	General	N/A	Do all carriers submit data using the same file format or can there be multiple file formats for data submission?	One file format, but multiple file types.
4.	General	N/A	What is the anticipated Go Live date for the solution?	Ideally July 1 <sup>st</sup> , 2021.
5.	General	N/A	Has funding been secured, or is that expected to take place at a later date?	Yes, funding has been secured.
6.	General	N/A	Is this a new requirement? Or is there an incumbent vendor providing these services? If so, what is the contract number, vendor name, and term of the contract?	The contract for the services currently being provided can be viewed on the Secretary of State's website, Governor and Executive Council meeting, approved contract from July 27, 2018 Item 5A.  <a href="https://sos.nh.gov/administration/miscellaneous/governor-executive-council/">https://sos.nh.gov/administration/miscellaneous/governor-executive-council/</a>
7.	Section 1, Overview and Schedule of Events, Subsection 1.2 Schedule of Events	6	Is there a timeline for when this project must be started or awarded?	Anticipated date for vendor selection is December 23, 2021. Please refer to Section 1, Overview and Schedule of Events, Subsection 1.2 Schedule of Events, as may be modified in Addendum.



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8.	Section 3, Proposal Organization, Content and Required Items Subsection 3.1.6. Section III Responses to System Requirements and Deliverables Page 12	12	We understand that individual files cannot exceed 10 MB. Is there a limit to the total size of attachments that can be submitted within a single e-mail? If so, can we assume that we can submit multiple e-mails to circumvent any e-mail exchange server restrictions?	There is no current restriction on attachment sizing sent via email, proposers can additionally utilize a zip file to condense files for submission. Additionally multiple emails can also be submitted as indicated below.  The subject line must include the following information: <b>RFP-2022-OCOM-02-COMPR</b> (email xx of xx).  The maximum size of file attachments per email is 10 MB. Applications with file attachments exceeding 10 MB must be submitted via multiple emails.
9.	Section 3, Proposal Organization, Content and Required Items Subsection 3.1.6. Section VII Price Proposal Page 12	12	We're assuming that "Section VII: Price Proposal" is to be submitted as a separate PDF file. Please verify.	Price Proposals can be emailed within the same email as the other required documents, however the Price Proposal must be contained within a separate PDF from your technical proposal.
10.	Section 3, Proposal Submission, Deadline and Location Instructions, Subsection 2.1, Proposal Submission	7	Submissions are required to be submitted in a "Searchable PDF Format Since the "Responses to Requirements and Deliverables" has been presented to vendors as an Excel document, is the State's expectation that respondents save this Excel file as a PDF to be collated with and included in main proposal, Sections I thru VI? Or, can respondents keep this in an Excel format and submit as an attachment'?	Please submit the Deliverables and Requirements Excel in the original excel format.

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11.	Section 3, Proposal Organization, Content and Required Items Subsection 3.1.11. Section VIII, Vendor Attachments	12	Are Exhibits D thru K merely references for the award recipient?	Exhibits D through Exhibit K are for reference purposes and are not required to be submitted.
12.	Section 4, Evaluation of Proposals Subsection 4.2, Scoring Details, Subparagraph 4.2.2 Scoring of Vendor Technical, Services, and Project Management	14	This scoring category includes a "Proposed Work Plan".  How should an incumbent vendor approach this requirement to insure we have the opportunity to score maximum points in this category?	ALL Proposers must submit proposals that comply with the RFP requirements.
13.	Appendix-B, Business/Technical Requirements and Deliverables, Subsection B-1, Statement of Work, Bullet point 12	32	<ol style="list-style-type: none"> <li>1. Will there be a state identifier such as recipient ID for the members that will enable linking or should we assume the use of an MPI that also supports probabilistic matching?</li> <li>2. Will there be an identifier such as NPI for the providers that will enable linking or should we assume the use of a Provider Directory solution</li> </ol>	Please refer to our <i>NH CHIS Data Submission Manual</i> located on our website @ <a href="https://nhchis.com/">https://nhchis.com/</a> for response to all three questions.

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			<p>that also supports probabilistic matching?</p> <p>3. Assuming probabilistic matching, will the carriers also provide demographics on the providers as part of the claims submission (address, phone, identifiers, credentials, ...)?</p>	
14.	Appendix-B, Business/Technical Requirements and Deliverables, Subsection B-1, Statement of Work, Bullet point 14	33	<p>1. Can you provide the set of attributes that would define the populations for custom data sets?</p> <p>2. Will it be acceptable to provide a consistent data extract for each requested custom population?</p> <p>3. It is assumed that the approval process by DHHS would occur before submission of the extract request to the solution provider. Can you confirm that assumption?</p>	<p>1. Data elements are approved on a case by case basis, but are within the data submitted by carriers.</p> <p>2. No</p> <p>3. Correct. There is a formal approval process for all limited use data sets, done prior to sending approved application to the vendor.</p>

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15.	Appendix-B, Business/Technical Requirements and Deliverables, Subsection B-1, Statement of Work, Bullet point 15	33	<ol style="list-style-type: none"> <li>1. Will public datasets consist of the entire population in a set data extract format?</li> <li>2. If not, can you provide additional details on your expectation of public use datasets including how the population for the dataset may be defined and the formats of the extracts?</li> </ol>	<ol style="list-style-type: none"> <li>1. No, commercial lines of business only.</li> <li>2. We limit based on line of business and carrier code. We also limit the data elements provided. Detail of what we currently provide in our Public Use data sets can be located in the <i>Public Use Data Dictionary</i> on our website <a href="https://nhchis.com/">https://nhchis.com/</a> under Data and Data Set Requests</li> </ol>
16.	Appendix-B, Business/Technical Requirements and Deliverables, Subsection 1.2, Activity, Deliverable, or Milestone, Number 14, Data Conversion Plan and Design	34	<ol style="list-style-type: none"> <li>1. You indicate in the opening that you have been collection data since 2011, can you give information and metrics on the data to be converted including anticipated challenges based upon your knowledge of the data already collected?</li> <li>2. In what format is the historical data available to us?</li> </ol>	<ol style="list-style-type: none"> <li>1. We have been collecting data since 2005 and maintain 10 years worth of data for research purposes. Please refer to our <i>NH CHIS Data Submission Manual</i> located on our website @ <a href="https://nhchis.com/">https://nhchis.com/</a></li> <li>2. Data is typically provided in CSV format.</li> </ol>



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17.	Appendix C, Topics for Mandatory Responses, Topic 10, Data Reports	43	<p>Per this requirement, “Summarize and provide samples of the types and frequency of reports available to the State. Refer to the reporting requirements listed in Appendix C, Business Requirements document, Section C - 2.”</p> <p>We’re unable to locate a “reporting requirements” list in Appendix C, Section C-2. Can the State point us to where these specific requirements reside?</p>	<p>Please refer to the Addendum 3, as the Appendix was mislabeled and is Appendix H, not C.</p> <p>Appendix H details all requirements.</p>
18.	Appendix C, Topics for Mandatory Responses, Topic 10, Data Reports, Bullet Number 2, Sub bullet 2.	43	<p>Per this topic, “The amount of State payments compared to the amount of money saved during a certain period of time.”</p> <p>Can the State provide more clarity around this requirement?</p>	<p>This statement is an example of how you may approach addressing the question and is not meant to reflect the obligations of the category.</p>
19.	Appendix C, Topics for Mandatory Responses, Topic 4 Data Import/Export Standards	42	<p>Please provide the current data import and export layouts for Data exchange.</p>	<p>Please refer to our <i>NH CHIS Data Submission Manual</i> and located on our website @ <a href="https://nhchis.com/">https://nhchis.com/</a></p>
20.	Appendix D, Standards fir Describing Vendor Qualifications,		<p>Are team members allowed to work remotely? What requirements are there, if any, for onsite work and which role(s) are</p>	<p>Please refer to the Information Security Requirements for security and privacy controls associated with work location. If the vendor permits its remote workforce to utilize their own devices then the below BYOD security controls will be added to the Information</p>



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	Section D-3, Team Organization and Designation of Key Vendor Staff, Subsection B3.1 Candidates for Project Manager and Key Vendor Staff Roles Page 60		impacted?	Security Requirements Exhibit. Note on page 62 e incident reporting scope includes all Confidential data and State data collected, stored, handled or managed on behalf of the Department, and includes security incidents that will directly or indirectly impact contract deliverables, state and department systems and networks (such as email or ransomware)
21.	Appendix H, DHHS Business and Technical Requirements Worksheet, Business Requirements Section B8.15	N/A	How will 3M fees be covered if 3M does not allow free use, or changes its policy after implementation?	Any fees for 3M need to be reflected in proposal submissions.
22.	Appendix H, DHHS Business and Technical Requirements Worksheet, Business Requirements Section B5.2	N/A	There is a requirement to be compatible with the de-identification method used for previously collected data. Can you please share the methods used to de-identify the previous data so we can assess compatibility?	The detail of the code is proprietary information of the current vendor. The data is hashed using a preprocessor, prior to file upload at this time.
23.	Appendix H, DHHS Business and Technical Requirements Worksheet, Business Requirements Section B6.1	N/A	The link to the <a href="http://www.gencourt.state.nh.us/rules/ins4000.html">gencourt.state.nh.us/rules/ins4000.html</a> does not work. Can you please provide a link to the Administrative Rules?	<a href="http://www.gencourt.state.nh.us/rules/state_agencies/ins4000.html">http://www.gencourt.state.nh.us/rules/state_agencies/ins4000.html</a>

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24.	Appendix H, DHHS Business and Technical Requirements Worksheet, Business Requirements Section B6.5	N/A	Is there a number of non-Carriers data providers who are submitting data today?	Appendix H, B6.5 is specific only to Medicare files.
25.	Section 6, Contract Terms and Award, Subsection 6.6, State of NH General Provisions	22-26	Will the State consider the bidder's contractual and operational terms and conditions to augment or supplement the P-37 General Provisions specific to the proposed commercial Managed Solution?	The State may consider as long as terms and conditions are not in contradiction with the RFP and the State's contract terms.
26.	Section 6, Contract Terms and Award, Subsection 6.6, State of NH General Provisions	22-26	Will the State consider mutual limitation of liability (a cap) and Contractor's disclaimer of special/consequential/incidental damages?	
27.	Section 6, Contract Terms and Award, Subsection 6.6, State of NH General Provisions	22-26	Will the State consider pass-through third-party end user commercial license terms for components of the Managed Solution	No. A "pass through" is not a direct license from the manufacturer to the end user. It is the authorization of the manufacturer to the middleman to "pass" the license right on to the end user. The "pass through" license lacks the back-to-back grant of rights, first from manufacturer to middleman, and then from middleman to end user.

**Exceptions**

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1.	Section 6, Contract Terms and Award, Subsection 6.6, State of NH General Provisions Form P37 Section 6.3, Compliance by contractor with laws and regulations/ equal employment opportunity	23	Amend Section 6.3 as follows: The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts relating to the subject matter of this Agreement for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.	The Department accepts this amendment.
2.	Section 6, Contract Terms and Award, Subsection 6.6, State of NH General Provisions Form P37, Section 14, Insurance Subsection Section 14.1.2	25	Request deletion of Section 14.1.2.	No, this proposed change not accepted.
3.	Section 6, Contract Terms and Award, Subsection 6.6, State of NH General Provisions Form P37, Section 14, Insurance, Section 14.2	25	Amend Section 14.2 as follows: The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire as admitted or surplus lines carriers.	
4.	Section 6, Contract Terms and Award, Subsection 6.6, State of NH	27	Amend Section 5.5 to read as follows: The State's liability under this Agreement shall be limited to monetary damages not to exceed	The Department may consider negotiating 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,

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	General Provisions Form P37, Section B, Subsection 5.5 Provisions Contract/Price/Price Limitation/Payment, is updated with the following		two times (2x) the contract price pursuant to Paragraph 5.2. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State. Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. 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.	breach of the Business Associate Agreement, and fraud or willful misconduct.
5.	Contract Terms and Award P-37 Special Provisions	27	<p>Exceptions, as required by the RFP</p> <ul style="list-style-type: none"> <li>a. B – Section 5.5 –The proposer would request commercially reasonable, mutual disclaimer terms, as well as equitable relief for certain claims.</li> <li>b. .</li> <li>c. D – Section 9 – Exception taken; termination provisions need to be consistent with managed solution model (i.e. no Software is included)</li> <li>d. Section 10.4 – 10.8 – The</li> </ul>	<p>A prospective contractor may request to negotiate a particular item(s), however, the Department may decline the negotiated request.</p> <p>C. No, this proposed change not accepted.</p>



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			Proposer offers its managed solution with extensive data privacy terms specific to the Managed Solution model.	D. No, this proposed change not accepted.
6.	Section 6, Contract Terms and Award, Subsection 6.6, State of NH General Provisions Form P37, Section B, Subsection 5.5 Provisions Contract/Price/Price Limitation/Payment, is updated with the following Section C, Subsection 8.4 Provisions 8, Event of Default/Remedies, is updated with the following	27	Amend Section 8.4 to read as follows: Procure Services that are the subject of the Contract from another source and Contractor shall be liable for reimbursing the State for the additional cost of the replacement Services, and all additional administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as the additional costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.	A prospective contractor may request to negotiate a particular item(s), however, the Department may decline the negotiated request.
7.	Appendix-B, Business/Technical Requirements and Deliverables, Section B-4, Additional Department Requirements	35	Amend Section B-4.1 to note that Contractor shall be compensated at rates set forth in the Agreement for any Transition Services provided.	Please add any additional costs to the cost table indicated in Appendix E. Please review addendum 4, for updated table Section number, Section E -1.6., Other Costs.

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	Subsection B-4, Contract End of Life Transition Services			
8.	Exhibit I, Attachment 2, Health Insurance Portability and Accountability Act Business Associate Agreement	N/A	Will the Department consider making changes requested by the selected Vendor to its standard Business Associate Agreement.	The Department will consider requested changes; however, modifications are not guaranteed.
9.	Exhibit K, DHHS Information Security Requirements, Section, Retention and Disposition of Identifiable Records Section III.B.4	N/A	Add new section: Notwithstanding the above, the Contractor may retain one copy of any Confidential Data as necessary to comply with applicable work product documentation and disaster recovery/archival policies, subject to the continued obligations contained herein.	A prospective contractor may request to negotiate a particular item(s), however, the Department may decline the negotiated request.
10.	Exhibit K, DHHS Information Security Requirements, Section IV.A.11, Procedures for Security	N/A	Amend subsection 11 to read as follows: 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 out-of-pocket costs of response and recovery from the breach, including	No, this proposed change not accepted.

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			but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.	
11.	Exhibit K, DHHS Information Security Requirements, Section IV.A.14, Procedures for Security	N/A	Amend subsection 14 to read as follows: 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, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.	No, this proposed change is not accepted. The Department uses "immediately" as its compliance standard for reporting incidents and breaches.
12.	Exhibit K, DHHS Information Security Requirements, Section V, Loss Reporting	N/A	Amend Section V to read as follows: The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches promptly, at the email addresses provided in Section VI. ...	<p>No, this proposed change is not accepted. The Department uses "immediately" as its compliance standard for reporting incidents and breaches. Below changes will only be accepted by the Department upon contract negotiations and by request of the Vendor.</p> <p>The Department proposes the following language as a complete replacement for Section V, Loss Reporting:</p> <p>A. The Contractor must notify NHDHHS Information Security via the email address provided in this Exhibit, of any known or suspected Incidents or Breaches</p>



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				<p>immediately after the Contractor has determined that the aforementioned has occurred and that Confidential Data may have been exposed or compromised.</p> <ol style="list-style-type: none"> <li>1. Parties acknowledge and agree that unless notice to the contrary is provided by Department in its sole discretion to Contractor, this Section V.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. <u>“Unsuccessful Security Incidents”</u> 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.</li> </ol> <p>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 address how the Contractor will:</p> <ol style="list-style-type: none"> <li>1. Identify incidents;</li> <li>2. Determine if Confidential Data is involved in incidents;</li> <li>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</li> </ol>

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				<p>Assessment Report for completion.</p> <ol style="list-style-type: none"> <li>4. Within 24-hrs of initial notification to the Department, complete the NH DHHS Security Contractor Incident Risk Assessment Report and email it to the Department's Information Security Office at the email address provided herein;</li> <li>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;</li> <li>6. Identify incident/breach notification method and timing;</li> <li>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;</li> <li>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;</li> <li>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.</li> </ol>

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				<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>
13.	Additional Contract Documents	N/A	<p>The proposer requests that an “Information Technology Provisions” that include a detailed description of the software, the license grant for the state to use the software, and provisions. .</p>	<p>A prospective Contractor may request to negotiate a particular item(s), however, the Department may decline the negotiated request.</p>