



RON DESANTIS
GOVERNOR

SHEVAUN L. HARRIS
ACTING SECRETARY

November 18, 2020

Prospective Vendor(s):

Subject: Solicitation Number: AHCA ITN 002 – 20/21

Title: Actuarial Services

Addendum No. 1

The enclosed information has been provided for consideration in the preparation of your response to the above mentioned solicitation.

All other terms and conditions of the solicitation remain in effect.

Section 120.57(3)(b), Florida Statutes and Section 28-110.003, Florida Administrative Code require that a Notice of Protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

Sincerely,

Kimberly Houlios

Kimberly Houlios, Procurement Officer
Bureau of Support Services

Enclosures:

Addendum No. 1 (5 Pages)

Questions and Answers (5 Pages)



**AHCA ITN 002 – 20/21
ADDENDUM NO. 1**

Item #1

Attachment A, Instructions and Special Conditions, **Section A.1.**, Instructions, **Sub-Section A.**, Overview, **Item 6.**, Solicitation Timeline, is hereby deleted in its entirety and replaced as follows:

TABLE 1		
SOLICITATION TIMELINE		
ACTIVITY	DATE/TIME	LOCATION
Solicitation Issued by Agency	October 2, 2020	Electronically Posted http://myflorida.com/apps/vbs/vbs_main_menu
Deadline for Receipt of Written Questions	October 19, 2020 2:00 p.m.	solicitation.questions@ahca.myflorida.com
Anticipated Date for Agency Responses to Written Questions	November 16, 2020	Electronically Posted http://myflorida.com/apps/vbs/vbs_main_menu
Deadline for Receipt of Responses	December 10, 2020 2:00 p.m.	Kimberly Houlios Agency for Health Care Administration 2747 Fort Knox Boulevard Mailroom, Building 4 Tallahassee, FL 32308-5403
Public Opening of Responses	December 10, 2020 2:30 p.m.	2727 Mahan Drive, Building 2 Operations Conference Room, 2nd Floor, Room 200 Tallahassee, FL 32308-5403 The Public Opening of Responses will be conducted via GoToWebinar. Please follow the below instructions to attend. <u>Please register</u> for Public Opening of Responses: https://attendee.gotowebinar.com/register/4860231032327508751 After registering, you will receive a confirmation email containing information about joining the webinar.
Anticipated Dates for Negotiations	February 8, 2021 through February 26, 2021	2727 Mahan Drive, Building 2 Operations Conference Room, 2nd Floor, Room 200 Tallahassee, FL 32308-5403
Anticipated Posting of Notice of Intent to Award	March 8, 2021	Electronically Posted http://myflorida.com/apps/vbs/vbs_main_menu

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Item #2

Attachment A, Instructions and Special Conditions, Section A.1., Instructions, Sub-Section B., Response Preparation and Content, Item 2., Mandatory Response Content, Sub-Item d., Original Proposal Guarantee, Sub-Item 1), the first sentence is hereby deleted and replaced with:

- 1) The respondent’s Original Response must be accompanied by an Original Proposal Guarantee payable to the State of Florida in the amount of **\$680,000.00**.

Item #3

Attachment B, Scope of Services, Section II., Manner of Service(s) Provision, Sub-Section E., Staffing, Item 2., Key Staffing Requirements, Table 2, Key Staff is hereby deleted in its entirety and replaced as follows:

TABLE 2 KEY STAFF			
Title	Description	Years of Experience	Credential Requirements
Contract Lead Actuary / Contract Manager	<p>The Contract Lead Actuary shall also serve as the Vendor’s Contract Manager for this Contract and shall be in charge of overseeing all areas of this Contract.</p> <p>The Contract Lead Actuary / Contract Manager shall review all work submitted by the Vendor under this Contract.</p> <p>The Contract Manager shall have experience in managing actuarial service projects to work directly with the Agency and shall have the authority to revise processes and procedures, and assign additional resources, as needed, to maximize the efficiency and effectiveness of services provided under this Contract. The Vendor’s Contract Manager shall be available to meet with Agency staff in person, or</p>	<ol style="list-style-type: none"> 1. A minimum of ten (10) years of experience within the most recent twelve (12) year period developing and certifying rates for full-risk Medicaid managed care programs that cover multiple eligibility groups under risk contracts. 2. Have a minimum of fifteen (15) years of actuarial experience performing actuarial analysis for health care organizations, health insurance companies, or public agencies charged with regulating or administering health care. 	<ol style="list-style-type: none"> 1. Must be a Fellow in one (1) or more of the professional associations listed above. 2. A member of the American Academy of Actuaries, with documented compliance with any applicable continuing professional development requirements. 3. This position requires the submission of a bio/resume with the annual staffing plan and prior to replacement of an incumbent.

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TABLE 2 KEY STAFF			
Title	Description	Years of Experience	Credential Requirements
	by telephone at the request of the Agency, to discuss the status of this Contract, Vendor performance, reports, planning or other matters pertaining to this Contract.		
Deputy Contract Lead Actuary	The Deputy Contract Lead Actuary(ies) shall aid in overseeing areas of this Contract and serve as one (1) of the main points of contact between the Agency and the Vendor.	<ol style="list-style-type: none"> 1. A minimum of five (5) years of experience within the most recent seven (7) year period developing and certifying rates for full-risk Medicaid managed care programs that cover multiple eligibility groups under risk contracts. 2. Have a minimum of ten (10) years of actuarial experience performing actuarial analysis for health care organizations, health insurance companies, or public agencies charged with regulating or administering health care. 	<ol style="list-style-type: none"> 1. Must be a Fellow in one (1) or more of the professional associations listed above. 2. A member of the American Academy of Actuaries, with documented compliance with any applicable continuing professional development requirements. 3. This position requires the submission of a bio/resume with the annual staffing plan and prior to replacement of an incumbent.
Data Manager	<p>The Data Manager shall be experienced in the analysis, processing and security of large health care data sets.</p> <p>The Data Manager(s) are in charge of data manipulation, summarization, and performing data analysis.</p>	Have a minimum of five (5) years of experience within the most recent seven (7) year period in computer programming, involving the creation, manipulation and analysis of large health care datasets.	<ol style="list-style-type: none"> 1. Must have a Master's or Doctorate degree from an accredited university. 2. This position requires the submission of a bio/resume with the annual staffing plan and prior to replacement of an incumbent.
Senior Consultant	Senior Consultant may lead the rate development process for projects with an annual work plan value over \$500,000.00 .	Have a minimum of nine (9) years of actuarial experience performing actuarial analysis for health care	<ol style="list-style-type: none"> 1. Must be a Fellow in one (1) or more of the professional associations listed above.

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TABLE 2 KEY STAFF			
Title	Description	Years of Experience	Credential Requirements
	Senior consultants may also provide actuarial support to other actuaries.	organizations, health insurance companies, or public agencies charged with regulating or administering health care.	<ol style="list-style-type: none"> 2. A member of the American Academy of Actuaries, with documented compliance with any applicable continuing professional development requirements. 3. This position requires the submission of a bio/resume with the annual staffing plan and prior to replacement of incumbent.
Consultant	<p>Consultants may lead the rate development process for projects with an annual work plan value between \$250,000.00 and \$500,000.00.</p> <p>Consultants may also provide actuarial support to other actuaries.</p>	Have a minimum of seven (7) years of actuarial experience performing actuarial analysis for health care organizations, health insurance companies, or public agencies charged with regulating or administering health care.	<ol style="list-style-type: none"> 1. Must be at least an Associate in one (1) or more of the professional associations listed above. 2. A member of the American Academy of Actuaries, with documented compliance with any applicable continuing professional development requirements. 3. This position requires the submission of a bio/resume with the annual staffing plan and prior to replacement of an incumbent.
Project Manager	<p>Project Managers may lead the rate development process for projects with an annual work plan value less than \$250,000.00.</p> <p>Consultants may also provide analytical support to other actuaries or hospital pricing staff.</p>	Have a minimum of four (4) years of actuarial experience performing actuarial analysis for health care organizations, health insurance companies, or public agencies charged with regulating or administering health care.	

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TABLE 2 KEY STAFF			
Title	Description	Years of Experience	Credential Requirements
Senior Professional Staff	Senior Professional Staff shall provide analytical support to actuaries or hospital pricing staff.	Have a minimum of two (2) years of actuarial experience performing actuarial analysis for health care organizations, health insurance companies, or public agencies charged with regulating or administering health care.	
Professional Staff	Professional Staff shall provide analytical support to actuaries or hospital pricing staff.	N/A	

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QUESTIONS AND ANSWERS**

#	VENDOR NAME	ATTACHMENT IDENTIFIER	SECTION IDENTIFIER	SUB-SECTION REFERENCE	ITEM REFERENCE	ATTACHMENT EXHIBIT	PAGE NUMBER	QUESTION	ANSWER
1	Mercer Health & Benefits LLC	B	Scope of Services	III	D (Table 5)	Attachment B	22 of 39	Will the State agree that the liquidated damages penalties for inappropriate release of PHI is limited to actual remediation costs?	No. The liquidated damages stand as listed. The respondent should also review the terms of the Business Associate Agreement (Attachment I).
2	Mercer Health & Benefits LLC	B	Scope of Services	XIV	A	Attachment B	34 of 39	Will the State agree to delete this provision? Mercer cannot disclose its internal oversight and monitoring of social networking with third parties.	No. This is a standard contractual requirement. However, the Agency understands that there may be a need for redaction due to confidentiality concerns for certain monitoring reports or documents.
3	Mercer Health & Benefits LLC	B	Scope of Services	XI	H	Attachment B	31 of 39	Will the State revise this obligation to apply to breaches involving personal information?	No.
4	Mercer Health & Benefits LLC	B	Scope of Services	XI	H	Attachment B	31 of 39	Will the State agree to revise this language to apply to an "actual" violation of security procedures?	No.
5	Mercer Health & Benefits LLC	B	Scope of Services	XI	J	Attachment B	31 of 39	Will the State agree to delete "is suspected" and replace with "is discovered"?	No.
6	Mercer Health & Benefits LLC	B	Scope of Services	XI	J	Attachment B	31 of 39	Will the State agree to delete provision that the Agency may conduct penetration tests? Mercer does not permit third parties to conduct penetration tests of its systems.	No. The provision allows for the vendor to conduct penetration tests themselves at their own expense.
7	Mercer Health & Benefits LLC	B	Scope of Services	XI	J	Attachment B	32 of 39	Will the State agree that any scan be performed by Mercer? Mercer does not permit third parties to scan its systems.	No. The provision allows for the vendor to conduct penetration tests or security audits themselves at their own expense.
8	Mercer Health & Benefits LLC	B	Scope of Services	XII	A	Attachment B	33 of 39	Will the State agree that Mercer can provide a Statement of Recoverability summarizing its disaster recovery plan? Mercer's DR plan is proprietary and cannot be disclosed to third parties.	No, but we understand that there may be redactions of proprietary information and for confidentiality concerns.
9	Mercer Health & Benefits LLC	B	Scope of Services	XII	G	Attachment B	33 of 39	Will the State agree to remove this requirement? Mercer cannot disclose the actual results of its testing. The Statement of Recoverability shall detail Mercer's level of readiness to respond and recover from disaster or crisis situations. The report will include a summary of the status of the Disaster Recovery and Business Resiliency/Continuity programs and testing activities, as they relate to the Services.	No, but we understand that there may be redactions for confidentiality concerns.
10	Mercer Health & Benefits LLC	B	Scope of Services		D.3.c	Attachment B	23 of 39	Will the State agree to exceptions to Mercer being sanctioned due to circumstances beyond its control?	This question can be discussed during the dispute resolution process.
11	Milliman	A	A.1. Instructions	A7	PUR 1000, General Contract Conditions	N/A	4	There appears to be ambiguity in the indemnification language under PUR 1000, the Agency Standard Contract (Exhibit A-7), and the current Actuarial Services contract. Will this be clarified as an ITN amendment or through discussions in the Negotiation phase of the ITN?	This question can be discussed during negotiations.
12	Milliman	A	A.1. Instructions	A12	Public Opening of Responses	N/A	6	Will there be a virtual option to view the public opening of responses?	Yes. Please see the revised timeline in Addendum No. 1.
13	Mercer Health & Benefits LLC	A	Exhibit A-7	I	R	A-7	13 and 14 of 32	Are there requirements to purchase services from the identified P.R.I.D.E. and RESPECT organizations under this contract? If yes, please outline the expectations regarding purchasing amounts or services.	Yes. For a list of available services offered by P.R.I.D.E., please visit: https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/pride/pride For a list of available services offered by RESPECT, please visit: https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/respect/respect
14	Mercer Health & Benefits LLC	A	B.2	d	8	A-7	9 of 28	Please clarify that this presentation of a contract means after negotiation allowed for under Section D(7)?	Correct.
15	Mercer Health & Benefits LLC	A	C.2	C		A-7	15 of 28	Will the State permit the Vendor to mark cost and pricing information as exempt as confidential trade secret information?	The Vendor must make its own determination on what it considers trade secret.
16	Mercer Health & Benefits LLC	A	C.2	e		A-7	15 of 28	Will the State agree to first provide prior notice to respondent to allow respondent to contest the release prior to releasing an un-redacted version?	The Agency will notify the Vendor if we receive a request for documents that are marked confidential or trade secret.

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17	Mercer Health & Benefits LLC	A	Standard Contract	I		A-7	4 of 32	Will the State agree to the following restrictions on any such inspection?: "Due to the confidential and proprietary nature of the Contractor's operations and to protect the integrity and security of its operations and the shared nature of systems which may be used to provide the Services under this Agreement, the Customer reserves the right to reasonably limit the scope of such inspections, and require that such inspections (i) must be preceded by advance written request of no less than 30 days prior to the anticipated start date and may occur no more than once in any twelve (12) month period, barring exigent circumstances, such as the Customer's reasonable concern of an actual incident or imminent material incident of security, in which case an inspection may be performed in response to such circumstance or concern, and at a time mutually agreed by the Contractor and the Customer; (ii) if to be conducted by a third party, the third party must be a mutually agreed upon specialist in the subject of the inspection, where such agreement by Mercer shall not be unreasonably withheld; (iii) are subject to appropriate confidentiality and non-disclosure provisions; and (iv) may not unreasonably disrupt the Contractor's normal business or IT operations. Such inspections may be conducted by the Customer's counsel, its internal staff, by independent third parties retained by the Customer, or governmental authorities having jurisdiction over the Customer. The Customer agrees that should any independent inspector be deemed by the Contractor to be a competitor of the Contractor, the parties shall mutually agree to the inspection procedures prior to such inspection."	This question can be discussed during negotiations.
18	Mercer Health & Benefits LLC	A	Standard Contract	I	F.8	A-7	5 of 32	Will the State agree to insert the following language at the beginning of the Section: "To the extent available with respect to certain Services provided to the Agency by the Vendor and at the Agency's request. " Vendor may not have a SOC 2 for all lines of business supporting this engagement.	This question can be discussed during negotiations.
19	Mercer Health & Benefits LLC	A	Standard Contract	I	K.4	A-7	8 of 32	Can the State agree that Mercer will certify that screening has been completed on all applicable employees and none have problematic results?	Please refer to AHCA ITN 002 - 20/21, Attachment A, Exhibit A-7 Standard Contract, Section I. The Vendor Hereby Agrees, Sub-Section K. Background Screening, Item. 4 , which directs the Vendor on how to treat problematic results.
20	Mercer Health & Benefits LLC	A	Standard Contract	I	K.7	A-7	9 of 32	Will the State accept a summary of the Vendor's screening policy?	No.
21	Mercer Health & Benefits LLC	A	Standard Contract	I	L.5	A-7	9 of 32	Will the State agree to increase this notification period to 72 hours?	This question can be discussed during negotiations.
22	Mercer Health & Benefits LLC	A	Standard Contract	I	M.1	A-7	10 of 32	Will the State agree that the Vendor's indemnification obligations are subject to an agreed upon limitation of liability consistent with the terms of the State's General Contract Condition, except for indemnification related to intellectual property infringement, or damage to real or personal property or personal injury, or fraud?	This question can be discussed during negotiations.
23	Mercer Health & Benefits LLC	A	Standard Contract	I	M.1.(a)	A-7	10 of 32	Will the State agree that the Vendor is not responsible to indemnify the Agency for that portion of any loss or damages proximately caused by the negligent act or omission of the State or an Agency.	This question can be discussed during negotiations.
24	Mercer Health & Benefits LLC	A	Standard Contract	I	P.6	A-7	12 of 32	Will the State agree to receive a certification that the Vendor has conducted monitoring and provide a summary of any findings?	This question can be discussed during negotiations.
25	Mercer Health & Benefits LLC	A	Standard Contract	I	M.1.1(b)	A-7	10 of 32	Will the State agree that the Vendor is not responsible to defend the Agency for that portion of any loss or damages proximately caused by the negligent act or omission of the State or an Agency.	This question can be discussed during negotiations.
26	Mercer Health & Benefits LLC	A	Standard Contract	I	M.4	A-7	11 of 32	Will the State agree that the Vendor is not responsible to contribute to satisfaction of claim against the Agency for that portion of any loss or damages proximately caused by the negligent act or omission of the State or an Agency.	This question can be discussed during negotiations.
27	Mercer Health & Benefits LLC	A	Standard Contract	I	N.2	A-7	11 of 32	Will the State agree to add the following language to the Additional Insured requirement?: "with respect to their vicarious liability arising from the Vendor's provision of services pursuant to this Agreement."	No.

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28	Mercer Health & Benefits LLC	A	Standard Contract	I	P.6	A-7	12 of 32	Will the State agree to receive a certification that the Vendor has conducted monitoring and provide a summary of any findings?	Please refer to AHCA ITN 002 - 20/21, Attachment A, Exhibit A-7 Standard Contract, Section I. The Vendor Hereby Agrees, Sub-Section P, Subcontracting, Item. 6, which describes what is required.
29	Mercer Health & Benefits LLC	A	Standard Contract	I	W.9(i)	A-7	18 of 32	Will the State agree to insert the following language at the end of this Section?: "Notwithstanding anything to the contrary in this Agreement, but subject to the confidentiality obligations hereof, the Vendor may (i) retain copies of Confidential Information that is required to be retained by law or regulation; (ii) retain copies of the Vendor's work product that contains confidential information for archival purposes or to defend the Vendor's work product; and (iii) in accordance with legal, disaster recovery, and records retention requirements, store such copies and derivative works in an archival format (e.g., tape backups) which may not be returned or destroyed. The Vendor may retain the Agency's information in paper or imaged format and the Vendor may destroy paper copies if we retain digital images thereof."	This question can be discussed during negotiations.
30	Mercer Health & Benefits LLC	A	Standard Contract	I	BB.3	A-7	20 of 32	Will the State agree to revise this requirement so that it applies to Personal Information/Data only?	No.
31	Mercer Health & Benefits LLC	A	Standard Contract	III	A.1	A-7	24 of 32	Will the State agree to make the termination for convenience provision be subject to ninety (90) days prior written notice to the Vendor?	This question can be discussed during negotiations.
32	Mercer Health & Benefits LLC	B	Scope of Services	III	3.e	A-7	26 of 39	Will the State agree that the Agency also waives its right to a jury trial?	This question can be discussed during negotiations.
33	Milliman	N/A	N/A	N/A	N/A	N/A	N/A	We request a listing of all of the vendor names that provide questions related to this ITN.	The Vendor names that provided questions related to this ITN are included in this Addendum.
34	Milliman	A	Required Certifications and Statements	N/A	Acceptance of terms and conditions	Exhibit A-3	1	The required certifications and statements require the vendor to certify an agreement to accept and comply with all terms and conditions as specified in this solicitation and in the Agency Standard Contract (Exhibit A-7, including its Attachments). Will the selected vendors have the opportunity to discuss additional mutually agreeable contract terms during the Negotiation phase of the ITN?	Yes. By submitting a reply, the respondent is agreeing to comply with the terms and conditions of the ITN and Standard Contract. However, the Agency and respondent may negotiate terms and conditions during the negotiation phase, as determined to be in the best interest of the Agency. Please see Attachment A, Instructions and Special Conditions, Section A.1, Instructions, Sub-Section D, Response Evaluation, Negotiations and Contract Award, Item 7. Negotiation Process.
35	Mercer Health & Benefits LLC	A	Exhibit A-3		7 and 8	A-3	2 of 6	Items 7 and 8 discuss where the performance of services are to occur. Please clarify which section is applicable to this contract: Item 7, indicating the vast majority of services need to occur in Florida, or Item 8, where services can occur within the United States.	The organization is required to have a physical office with a Florida address. However, the group of members providing services under this contract are not required to work at the Florida office location. All services provided under the Contract resulting from this solicitation, will be performed within the borders of the United States and its territories and protectorates.
36	Mercer Health & Benefits LLC	A	Submission Requirements and Evaluation Criteria Components (Technical Response)	Category 12: Hospital Inpatient and Outpatient Reimbursement Rate Setting Proposal	SCR# 12:	A-4	16 of 16	Does AHCA expect the respondent to utilize 3Ms Enhanced Ambulatory Patient Grouping Systems (EAPG) software and have experience with that methodology?	The respondent is not required to have experience utilizing 3M's Enhanced Ambulatory Patient Grouping Systems (EAPG) software. SRC #12 will be discussed during negotiations. If the respondent is awarded the Contract including the hospital inpatient and outpatient reimbursement rate setting, then the respondent will be required to utilize 3M's Enhanced Ambulatory Patient Grouping Systems (EAPG) software.
37	Mercer Health & Benefits LLC	B	Scope of Services	II	C.2	Attachment B	7 of 39	Is it the expectation that invoices and the monthly status reports are due by the end of the month following the month in which services are rendered?	Correct.

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38	Mercer Health & Benefits LLC	A	B	2.d	2.d		9 of 28	A.B.2.d Original proposal guarantee — a \$1.7M up-front commitment is a significant barrier to fielding a competitive set of bidders that could allow the Agency to make a meaningful evaluation of "best value." It is rarely used for Medicaid actuarial services. Would the Agency consider a waiver of this requirement for bidders demonstrating financial stability or meeting other specific financial metrics?	The original proposal guarantee has been reduced to \$680,000.
39	Mercer Health & Benefits LLC	A			1.c	A-3-a	1 of 2	This certification includes a requirement that "Lead Actuar(ies) have a minimum of five (5) years of experience within the last seven (7) years developing and certifying rates for full-risk Medicaid managed care programs..." How does this requirement relate to the roles and experience requirements outlined in Attachment B, Section II.E Staffing?	Lead Actuar(ies) refer to the Contract Lead Actuary / Contract Manager and the Deputy Contract Lead Actuary staffing positions. Table 2 has been updated to reflect the addition of a minimum of five (5) years of experience within the last seven (7) years developing and certifying rates for full-risk Medicaid managed care programs under the Deputy Lead Actuary. The Contract Lead Actuary / Contract Manager needs to have a minimum of ten (10) years of experience within the most recent twelve (12) year period developing and certifying rates for full-risk Medicaid managed care programs that cover multiple eligibility groups under risk contracts, which sufficiently covers the qualification statement.
40	Mercer Health & Benefits LLC	B	Scope of Services	II	C.3	Attachment B	10 of 39	We agree that work plans are a critical component of delivering successfully on complex actuarial projects. The requirements here for work plan development are very detailed and apply to relatively small projects. In our experience, state Medicaid agencies are often confronted with unexpected, short-turn-around needs that could affect established work plans, or for which development of a detailed work plan may present delays that add limited value. a) Does the Agency expect to be flexible with updates to work plans as circumstances beyond the Vendor's control change? b) Would the Agency consider relaxing the work plan requirements once the Vendor has demonstrated a pattern of solid, reliable delivery on expectations (e.g., waive the requirement for detailed work plans on projects <100 hours)?	The Vendor can submit revised work plans to the Agency for approval. Revisions can include, but are not limited to, a change in cost, a change to the members assigned to the project, a change in the number of deliverables, or a change in a deliverable date. The Agency will not relax the work plan requirements listed out in Attachment B, Section II, subsection C.3. at this time, but the contract could be amended in the future to allow for this. A work plan will be submitted for project 2 through 26 under Table 1, Capitation Rate Development Deliverable Schedule, of Attachment B, Section II. A large number of additional analysis done by the current vendor fall under one of the broader project work plans rather than a separate ad hoc work plan.
41	Mercer Health & Benefits LLC	B	Scope of Services	VII	D (CAP)	Attachment B	26 of 39	Will the State agree that any change in a CAP will be mutually agreed upon by the parties?	The Agency retains discretion to change a CAP as needed to ensure that the standards in the contract are being met.
42	Milliman	A	Exhibit A-5a	N/A	N/A	Exhibit A-5a	1 to 4	Should Exhibit 5-a "Detailed Budget" include or exclude the proposed cost of providing services for SRC #12 (Hospital Pricing)?	Exhibit 5-a "Detailed Budget" should include the proposed cost of providing services for SRC #12 (Hospital Pricing).
43	Milliman	B	II. Manner of Service(s) Provision	E. Staffing	2. Key Staffing Requirements	Table 2 - Key Staff	14-18	The key staff position definitions in Table 2 include only credentialed actuaries, individuals working toward actuarial credentials, and individuals with a Master's or Doctorate degree who qualify as Data Managers. The only other staff identified in the ITN are hospital pricing staff (identified in Table 3) and administrative assistant staff (identified in item 3, "Administrative Assistant Staff"). Where should other professionals that support the actuarial services (for example: clinicians, analysts who are not pursuing actuarial credentials, etc.) be included in the ITN response?	The credential requirements for the Project Managers, Senior Professional Staff, and Professional Staff positions have been removed. Other professionals that support the actuarial services (for example: clinicians, analysts who are not pursuing actuarial credentials, etc.) can be classified under these positions as well if they meet the other staffing requirements.

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44	Milliman	B	II. Manner of Service(s) Provision	E. Staffing	2. Key Staffing Requirements	Table 3 - Key Staff	18	The key staff position definitions in Table 3 include only the Hospital Pricing Lead and Hospital Pricing Consultant. Where should other professionals that support the hospital pricing services (for example: analysts, etc.) be included in the ITN response?	<p>The credential requirements for the Project Managers, Senior Professional Staff, and Professional Staff positions have been removed.</p> <p>The position description for the Project Managers, Senior Professional Staff, and Professional Staff positions has been changed to provide allow for analytical support to actuaries and hospital pricing staff.</p> <p>Other professionals that support the hospital pricing services (for example: analysts, etc.) that do not meet the criteria to be classified as a Hospital Pricing Lead or a Hospital Pricing Consultant should be classified in Table 2, under Project Manager, Senior Professional Staff, or Professional Staff. Additionally, staff can also be classified as Administrative Assistant Staff as identified in item 3.</p>

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