

**New York State Department of Health
RFP #18714: Actuarial Rate Certification Services and Support**

Questions and Answers Posted 3/23/2021

Question #	Corresponding RFP Section	Question	Answer
1.	General	Our organization reserves its right to negotiate the awarded contract, including any standard NYS legal provisions. For your review and consideration, our organization will provide its standard legal terms and conditions with its proposal.	As part of the Attachment 7: Bidder's Certified Statements, bidders are required to certify that they accept the contract terms and conditions as set forth in the RFP. The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions as set forth in the RFP without modification should the Department determine that that constitutes the best interests of New York State.
2.	General	If, for whatever reason, the posting of the Q/A is delayed, would DOH consider extending the deadline to allow for at least five business days between posting of answers to questions and the proposal submission date?	The Department will not be extending the proposal submission date.
3.	Section 1.0: Calendar of Events (Page 4 of RFP)	What is the anticipated award date of the contract?	The Department currently anticipates announcing the resulting award/non-awards in August of 2021. The resulting contract start date will be January 1, 2022.
4.	Section 2.2: Important Information (Page 8 of RFP)	This section allows for exceptions to be proposed to the standard contract language provided in Attachment 8. Will DOH consider inclusion of a limitation of contractor liability similar to the following: "Contractor's liability for any and all damages or loss arising out of or related to the Services giving rise to such loss shall be limited to the greater of the amount of total compensation paid to the Contractor performed in connection with the loss or \$100,000.00. Contractor shall not be liable for the acts or omissions of any third party (other than its subcontractors, if any). In no event shall either party or its affiliates be liable in connection with this Agreement to the other party or its	Attachment 7, Bidder's Certifications/Acknowledgments, requires bidders to certify that they accept the contract terms as set forth in Attachment 8. The Department reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the RFP, including Attachment 8, without modification should the

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		<p>affiliates for any loss of profit or incidental, consequential, special, indirect, punitive, or similar damages. This limitation is intended to apply to the fullest extent permitted by law. Provided, however, that this limitation of liability shall not apply to any liability caused by a party's fraud, willful injury or violation of law, whether willful or negligent. This provision applies to the fullest extent permitted by applicable law and to all causes of action, including, without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts.</p>	<p>Department determine that that constitutes the best interests of New York State. As stated in Section 2.2 of the RFP, Attachment 7 also includes a statement that, should any alternative proposals or extraneous terms be submitted with the [bidder's] proposal, such alternative proposals or extraneous terms will not be evaluated by the Department.</p> <p>The qualifications, limitations and exceptions to Contractor's liability proposed in the first and second sentences of the proposal contained in this question would not be considered to be in the best interests of New York State.</p>
5.	Section 4.1: Performance Standards/Expectations (Pages 9-15 of RFP), Subsection A.1	<p>The base regional average expenditures described above are developed using historical Medicaid Managed Care Operating Reports (MMCOR) and encounter data submitted by each health plan participating in the MMC program." How is the data combined to form the base data, is there a percentage blend of MMMCORs and the encounter data to form a developed base? Is there great reliance on one data source compared to the other in creating the base?</p>	<p>Bidders should assume an equal reliance on both data sources.</p>
6.	Section 4.1: Performance Standards/Expectations (Pages 9-15 of RFP), Subsection A.1	<p>With the number of plans, regions, and premium groups and across multiple managed care programs included in the Scope of Work suggests that the total number of developed rates and rate ranges each year could be in the thousands. Does DOH have a range of the number of staff hours that have been performed to provide the Managed Care rate package for each of the programs listed?</p>	<p>The Department is relying on the expertise of the Bidder to provide a deliverable price for each Managed Care program as identified in Attachment B. Bidders should review the information provided in Section 4.1.A and 4.2.A for information related to each program's deliverable.</p>
7.	Section 4.1: Performance Standards/Expectations (Pages 9-15 of RFP), Subsection A.1.e	<p>On page 15 it indicates EP does not currently have a risk adjustment methodology, but it is anticipated that a risk methodology would be developed during the term of the</p>	<p>As stated in the RFP, HIV SNP will also require the development of a risk adjustment methodology.</p>

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		Agreement resulting from this RFP. Are there any other programs where there would be an expectation of the development of risk adjustment methodology?	
8.	Section 4.1: Performance Standards/Expectations (Pages 9-15 of RFP), Subsection A.2	Will the bidders receive the information on the MLTC risk adjustment model logic and cost weights used for the risk adjustment methodology?	This information is not relevant for a bidder to respond to this RFP. Such information will be provided to the awarded contractor.
9.	Section 4.2: Deliverable Based Tasks (Pages 15-19 of RFP), Subsection A.2.c.4	Can the DOH please provide an estimate of the number of staff trainings that are anticipated for each of the managed care programs?	Bidders should estimate 1 staff training per calendar quarter for each managed care program.
10.	Section 4.2: Deliverable Based Tasks (Pages 15-19 of RFP), Subsection A.2.d.3	How many directed payment preprint submissions does DOH anticipate each year?	Bidders should anticipate between 15 and 20 preprint submissions per year.
11.	Section 4.2: Deliverable Based Tasks (Pages 15-19 of RFP), Subsection A.2.d.3	Will the bidder be responsible for drafting the preprint submission in addition to the preprint supporting tasks listed on pg. 18?	Yes.
12.	Section 4.2: Deliverable Based Tasks (Pages 15-19 of RFP), Subsection A.2.d.4	Approximately how many stakeholder meetings does DOH have each year related to rate setting discussions?	Bidders should assume 1 meeting per month for a total of approximately 12 per year.
13.	Section 4.4: Staffing (Pages 22-24 of RFP), Subsection A.	Given the current pandemic conditions and the likely change in the landscape of on-site work requirements in the future, will DOH consider eliminating the need for permanent staff located in Albany and in the DOH offices? If not, will DOH consider a longer phase-in period or plan to establish the on-site, local presence requested?	Given the current pandemic, the Department will not require an on-site or local presence until Department staff return to the office. It is expected that the Contractor will be available to be on-site and have an office within 15 miles of the Capital Building in Albany, NY within 4 months of notification from the Department. See Amendment #1 to RFP.
14.	Section 4.4: Staffing (Pages 22-24 of RFP), Subsection A.1.	Our firm currently has an office approximately three blocks from the Capitol, however the space will need to be modified or completely re-procured. Is there any flexibility in the timing of the Albany location? In the interim, we would consider a co-location at One Commerce Plaza.	Please see response to Question #13 and Amendment #1 to RFP.
15.	Section 4.4: Staffing (Pages 22-24 of RFP), Subsection A.1.	Our firm has an extensive presence in New York City. Is the State flexible on the timing of the co-location with the use of our existing NYC staff?	Please see response to Question #13 and Amendment #1 to RFP.

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16.	Section 4.4: Staffing (Pages 22-24 of RFP), Subsection A.1.	The timing requirements for the local office are “within four months of signing the contract”. Would the State consider flexibility with this requirement? Our expectation is that relocation packages for key personnel from Seattle will take additional time to execute.	Please see response to Question #13 and Amendment #1 to RFP.
17.	Section 4.4: Staffing (Pages 22-24 of RFP), Subsection A.1	Are the staff identified in this section to be working within 15 miles of the Capitol building expected to be working full-time on the resulting contract?	Please see response to Question #13 and Amendment #1 to RFP.
18.	Section 4.4: Staffing (Pages 22-24 of RFP), Subsection A.1	Is it anticipated that the requirement to have these staff established within four months of contract signing will be sooner than the contract start date of 1/1/2022? If there is an anticipated gap in these two dates, will there be a transition period prior to contract start that would utilize these staff? How will the contractor be compensated for these services and/or staff dedicated to the project between the establishment of the team on-site and the anticipated contract start of 1/1/2022?	Please see response to Question #13 and Amendment #1 to RFP. The Contractor will not be reimbursed for any costs outside of its bid prices included in its submitted Attachment B: Cost Proposal.
19.	Section 4.4: Staffing (Pages 22-24 of RFP), Subsection A.1	Please confirm the core team will need to be located in an office within a 15 mile radius of the Capitol Building within 4 months of the contract start date (e.g., January 1, 2022)? If some other date, please clarify the date by which the team needs to be located in an office within a 15 miles radius of the Capitol Building.	Please see response to Question #13 and Amendment #1 to RFP.
20.	Section 4.4: Staffing (Pages 22-24 of RFP), Subsection A.1-2	Can the same actuary be used to fulfil the requirements for the core team described in paragraph A.1 and for the on-site analytic team described in paragraph A.2?	No, there must be separate actuaries for the core team and on-site analytic team.
21.	Section 4.4: Staffing (Pages 22-24 of RFP), Subsection A.1-2	Is the on-site analytic team of 3-5 staff described in paragraph A.2 in addition to the core team of 10-15 staff described in paragraph A.1?	The 3-5 staff described in A.2 is in addition to the 10-15 staff described in A.1.
22.	Section 4.4: Staffing (Pages 22-24 of RFP), Subsection A.2	Are the staff required to be on-site with the OHIP MC Rate Setting team part of the 10-15 staff required to be working within 15 miles of the Capitol building or are they in addition to the 10-15 staff?	They are in addition to the 10-15 staff.
23.	Section 4.4: Staffing (Pages 22-24 of RFP), Subsection A.2	When, relative to the contract start date, are these staff expected to be located on-site with the OHIP MC Rate Setting team?	Please see response to Question #13 and Amendment #1 to RFP.
24.	Section 4.5: Reporting (Pages 24-26), Subsection B	Would DOH be willing to work with Contractor to develop a process that allows for the collection of timely and	Yes, in order to meet the RFP requirement.

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		accurate reporting and invoicing in a timeframe that is achievable?	
25.	Section 4.6: Security and Section 4.7 Transition (Pages 26-27 of RFP)	Is it acceptable to the State that vendors do not include detailed responses to Sections 4.6 Security and 4.7 Transition in the Technical Proposal Narrative?	This should be included in bidders' Technical Proposal Narrative. Please see Amendment #1 to the RFP.
26.	Section 5.4: Payment (Pages 28-29 of RFP)	We request the following be deleted: "In the event of misunderstanding of any requirements, deliverables, or services to be provided; the Contractor shall make the necessary adjustments or corrections at no additional cost to the State"	The Department does not agree to this change.
27.	Section 5.4: Payment (Pages 28-29 of RFP), Subsection G	"We request the following modifications: "The Contractor shall, upon completion and Department approval of each deliverable, submit to Department an invoice for payment on such forms and in such detail as required. The Department will approve all deliverables (including all rate packages, Managed Care rates, and rate modifications) that materially conform to the applicable specifications. Any deliverable (including all rate packages, Managed Care rates, and rate modifications) not rejected by the Department in writing within thirty (30) days will be deemed to have been approved by the Department. All invoices submitted by the Contractor shall be submitted to Department no later than sixty (60) days after the end of the monthly reporting period.""	The Department does not agree to this change.
28.	Section 5.5: Minority & Woman-Owned Business Enterprise Requirements (Pages 29-31 of RFP)	Would DOH be amendable to an MWBE plan where the bidder exceeds one of the MWBE subordinate goals, such as WBE, and is below the other sub goal, but where the overall MWBE goal remains as 30%?	Yes.
29.	Section 5.5: Minority & Woman-Owned Business Enterprise Requirements (Pages 29-31 of RFP)	"Pursuant to subdivision 2 of Section 147 State Finance Law, NYS DOH is permitted to offer additional evaluation points to mentor firms participating in the mentor-protégé program. Would DOH consider offering this incentive to bidder firms to participate in the program as mentors to NYS-certified MWBE's proteges?"	An incentive for bidders to participate in the program as mentors to NYS-certified MWBE's proteges will not be added to this RFP.
30.	Section 6.1: Administrative Proposal (Pages 36-37 of RFP), Subsection H	Please confirm that vendors are permitted to use NYS as a reference, if applicable.	Yes, this is confirmed.

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31.	Section 6.2: Technical Proposal (Pages 37-40 of RFP), Subsection D.2.v.	Can the State please confirm that vendors should reference Section 4.2 for the dates for the proposed tasks?	Yes.
32.	Section 6.3: Cost Proposal (Page 41 of RFP)	Can the State please confirm that letter C was intentionally skipped? Would the state prefer that we re-number the current letter D to C, E to D and so on?	Please see Amendment #1 to RFP.
33.	Section 6.3: Cost Proposal (Page 41 of RFP), Subsection A	Would the Department consider allowing for additional payment points in the 6.3.A Cost Proposal to account for the quarterly activities requested in the scope of 4.2.A.2.a-d?	No.
34.	Section 7.0: Proposal Submission (Pages 42-43 of RFP)	What is the size limit of email attachments for RFP response submission? If needed, can a vendor submit multiple emails including 1 of x, 2 of x etc. in the subject line?	The size limit for each email attachment is contingent upon the bidder's email server. A vendor is able to submit multiple emails with split attachments in order to limit attachment sizes.
35.	Section 7.0: Proposal Submission (Pages 42-43 of RFP)	Can the State accept zip files in email for submission?	Yes.
36.	Section 8.3: Technical Evaluation (Pages 43-44 of RFP)	What elements are considered in the technical evaluation (e.g., past performance, staffing, etc.), and what are their relative weights?	Bidders' Technical Proposals will be scored solely on the information included in their submitted narrative. Bidders should include all elements identified in Section 6.2.D of the RFP. The Department will not be disclosing any associated weighting of the Technical Evaluation.
37.	Section 8.3: Technical Evaluation (Pages 43-44 of RFP)	Would the State consider adding a scored oral presentation technical component (e.g., the 70 technical points could be comprised of 60 paper technical and 10 oral presentation)?	No.
38.	Attachment B: Cost Proposal	We would like to request dollar amounts for each year paid to the incumbent actuarial vendor over the life of the current contract, separated by fixed cost rate setting deliverables and hourly projects.	This information must be requested through a Freedom of Information Law (FOIL) request. Please see Section 5.11 of the RFP.
39.	Attachment B: Cost Proposal	The experience description for Level 1 staff states that the personnel may be an actuary or an FSA. While an FSA is an actuary, an actuary may not be an FSA. Can the State please clarify their credentialing expectation for actuaries? As it is written, we are concerned that Level 1 staffing may	As stated on page 4 of the Cost Proposal, the Department gave an example of Level 1 staff as upper level, seasoned professionals with generally 10-15 years' experience and <i>may</i> be an actuary, accountant or FSA.

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		not be transparent for an equitable evaluation across bidders.	
40.	Attachment B: Cost Proposal	The experience description for the three levels of staffing is very high level. We recommend the State be more precise regarding the actuarial talent, specific to years and credentialing level. This will be important for comparison purposes in order to appropriately evaluate staffing ratios and the extent to which bidders are substituting labor categories.	As stated on page 4 of the Cost Proposal, years of experience, staff types and general duties for each title were provided as examples.
41.	Attachment B: Cost Proposal	For delivery based pricing, in order to better understand the estimated level of effort required for each deliverable (and therefore ensure comparable bids from vendors), would the State consider providing historic and/or expected level of effort by deliverable for each item listed in the table under Section 6.3 A & B?	Please see response to Question #6.
42.	Attachment 8: DOH Agreement	Similar to other NY State contracts, will DOH consider adding a commercially reasonable limitation of liability, including a disclaimer of indirect, special and consequential damages (to be negotiated upon tentative award)?	Please see response to Question #4.
43.	Attachment 8: DOH Agreement, Appendix X, Sections III.C, III.G.1 and IX.I	Will the DOH consider modifying this section to incorporate the concept of materiality and a cure period with respect to any termination for cause provision?	The Department would consider the possibility of incorporating a cure period in Sections III.C. and III.G.1. of the NYSDOH Contract with the contract awardee.
44.	Attachment 8: DOH Agreement, Appendix X Section III.E	Can DOH delete "to the satisfaction of the Department" and replace with "pursuant to the terms of the Agreement" so as to make the right to stop work objective and based on the terms and conditions outlined in the executed Agreement?	Yes, the Department would consider this change to the terms of the NYSDOH Contract with the contract awardee.
45.	Attachment 8: DOH Agreement, Appendix X, Section III.G.2	Will DOH consider revising this section so that the determination to terminate the Agreement and to remit payment to Contractor is based upon objective standards, such as material compliance with the specifications of the contract, as opposed to subjective termination/payment provisions and also add a dispute right for Contractor related to any remedies?	Please see the response to Question #4. The proposed changes would not be in the best interests of the State of New York.

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46.	Attachment 8: DOH Agreement, Appendix X, Section IV.A	<p>Would DOH consider modifying the first sentence as follows:</p> <p>“Prior to the start of work under this Contract, the CONTRACTOR shall procure at its sole cost and expense, and shall maintain in force at all times during the term of this Contract, insurance of the types and in the amounts as herein below set forth, written by companies authorized by the New York State Department of Financial Services to issue insurance in the State of New York (“admitted” carriers) with an A.M. Best Company rating of “A-” or better <u>or the equivalent rating from another nationally recognized ratings provider</u> or as acceptable to the DEPARTMENT.”</p>	<p>Yes, the Department could consider this change to the terms of the NYSDOH Contract with the contract awardee if an alternative nationally recognized insurance company ratings provider were cited by the contract awardee.</p>
47.	Attachment 8: DOH Agreement, Appendix X, Section IV.B.3	<p>Would DOH consider modifying the first sentence as follows:</p> <p>“CONTRACTOR shall provide an <u>industry standard ACORD</u> Certificate or Certificates of Insurance, in a form satisfactory to the DEPARTMENT, before commencing any work under this Contract.”</p>	<p>The Department cannot commit to accepting an ACORD form Certificate of Insurance in all instances.</p>
48.	Attachment 8: DOH Agreement, Appendix X, Section IV.B.3	<p>Would DOH consider modifying the second paragraph as follows:</p> <p>“Unless otherwise agreed, policies shall be written so as to include a provision that the policy will not be canceled, <u>adversely</u> materially changed, or not renewed without at least 30 days prior written notice except for non-payment as required by law to the DEPARTMENT at the address specified above in this paragraph <u>unless replacement coverage meeting the terms and conditions hereunder is obtained without lapse</u>. In addition, if required by the DEPARTMENT, the CONTRACTOR shall deliver to the DEPARTMENT within forty-five (45) days of such request a copy of any or all policies of insurance not previously provided, certified by the insurance carrier as true and complete.</p>	<p>Please see the response to Question #4. The deletion of the second sentence of the second paragraph of Section IV.B.3. of the NYSDOH Contract would not be in the best interests of the State of New York. The Department could consider changes to the first sentence with the contract awardee.</p>

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49.	Attachment 8: DOH Agreement, Appendix X, Section IV.B.3.b	Would DOH consider deleting this provision?	No.
50.	Attachment 8: DOH Agreement, Appendix X, Section IV.B.4	Would DOH consider modifying the first sentence as follows: "Primary Coverage. The liability and protective liability insurance policies shall provide primary and non-contributory coverage to the DEPARTMENT, <u>with respect to the Department's additional insured status</u> , for any claim arising from the CONTRACTOR'S Work under this CONTRACT, or as a result of the CONTRACTOR'S activities."	Yes.
51.	Attachment 8: DOH Agreement, Appendix X, Section IV.B.5	Would DOH consider changing the requirement in the first sentence from two weeks to one week?	Yes.
52.	Attachment 8: DOH Agreement, Appendix X, Section IV.B.6	Would DOH consider deleting the first sentence?	No.
53.	Attachment 8: DOH Agreement, Appendix X, Section IV.C.3	Would DOH consider revising Section IV.C.3 (2nd paragraph) as follows: a. premises liability; b. <u>vicarious liability for independent contractors/subcontractors</u> ; c. blanket Contractual liability, including tort liability of another assumed in a Contract <u>pursuant to policy terms and conditions</u> ; d. defense and/or indemnification obligations, including obligations assumed under this Contract; e. cross liability for additional insureds; f. products/completed operations for a term of no less than 3 years, commencing upon acceptance of the work, as required by this Contract <u>subject to continued commercial availability</u> ; g. explosion, collapse, and underground hazards; h. CONTRACTOR means and methods, <u>if applicable</u> ; i. liability resulting from Section 240 or Section 241 of the	Please see the response to Question #4. The Department could consider with the contract awardee changes to Section IV.C.3. of the NYSDOH Contract which are in the best interests of the State of New York.

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		New York State Labor Law; and j. Cybersecurity Liability	
54.	Attachment 8: DOH Agreement, Appendix X, Section IV.C.3	<p>Would DOH consider revising the fifth paragraph of Section IV.C.3 as follows:</p> <p>“Policies shall name <u>include</u> the State of New York as Additional Insured <u>with respect to Contractor’s acts or omissions in performance under this Agreement</u>, and such coverage shall be extended to afford Additional Insured status to those entities during the Products/Completed Operations term.”</p>	Yes, but please see response to Question #4.
55.	Attachment 8: DOH Agreement, Appendix X, Section IV.C.4	<p>Would DOH consider revising the second sentence as follows:</p> <p>“Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least one million dollars and shall <u>include</u> name the State of New York as additional insured <u>with respect to Contractor’s acts or omissions in performance under this Agreement</u>.”</p>	Please see the response to Question #54.
56.	Attachment 8: DOH Agreement, Appendix X, Section IX.B	Can DOH revise as follows: “The CONTRACTOR will be required to complete the entire work or any part thereof as the case may be, to the satisfaction of the DEPARTMENT in strict accordance with the specifications and pursuant to this Contract.”	No, the Department could not agree to this change.
57.	Attachment 8: DOH Agreement, Appendix X, Section IX.J	Will DOH consider changes to the indemnity which have been acceptable and agreed to by many other NY State agencies such as limitations to damages for third party claims for (a) bodily injury and physical damage to real or tangible personal property to the extent directly and proximately caused by the vendor, and (b) certain infringements by the deliverables of third party intellectual property rights?	No, the Department could not agree to either change as proposed.