

Written Questions and Answers

Instructions
This Response Template must be used for submission of written questions. All questions should provide the requested information. Those that do not, may not be answered by DHS. The Vendor may add as many lines as needed. DHS would strongly prefer the Vendor to ask multi-part questions as individual questions on separate lines.
Instructions: Complete all cells of each question asked in the Table below. Clearly identify the referenced section or text.

Question ID	IFB Reference (page number, section number, paragraph)	Specific IFB Language	Question	Response
<i>Example</i>				
1	Page 12, Section 2.4 Scope of Work, A.1 Immediate Requirements	Develop actuarially sound rates for services provided under the CES Waiver (see the list attached). As part of this rate development, DHS expects that the Contractor will review the current CES Waiver rate methodology for overall integrity, compliance with federal Medicaid rules and regulations, and potential areas of improvement.	Can you confirm if the current CES waiver rates or rate development approach has been reviewed and/or previously approved by CMS? Has another firm provided actuarially sound rates for CES Waiver services in the past? If so, who performed the services and when?	CMS approved the current CES Waiver. Answers to additional questions are unknown.
2	Page 12, Section 2.4 Scope of Work, A.1 Immediate Requirements	Develop actuarially sound rates for services provided under the CES Waiver (see the list attached). As part of this rate development, DHS expects that the Contractor will review the current CES Waiver rate methodology for overall integrity, compliance with federal Medicaid rules and regulations, and potential areas of improvement.	Can you please provide current enrollment statistics and total annual expenditures for the CES Waiver?	Unduplicated Recipient Count: 4,138; Paid Amount: \$225,029,744.94
3	Page 12, Section 2.4 Scope of Work, A.1 Immediate Requirements	Develop actuarially sound rates for DHS programs covered under Arkansas' Assisted Living Waiver and its ARChoices Waiver, including without limitation Assisted Living services and the ARChoices program.	Can you please provide current enrollment statistics and total annual expenditures for the Assisted Living Waiver and the ARChoices Waiver?	Current enrollment for Assisted Living 1359; total annual expenditures CY 2017 \$23,739,970.93. Current enrollment for ARChoices 9152; total annual expenditures CY 2017 \$22,365,157.47.
4	Section 2.6.B (Page 14)	2.6.B - The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration	Section 2.6.B notes that the State may be open to negotiation of the Performance Standards prior to contract award. Our recent experience with DHS has been that negotiations have been used to achieve mutual agreement on the SLAs. a) Please confirm that negotiations will be permitted.	This State may conduct negotiations if the State determines this necessary.
5	Section 2.6.B (Page 14)	2.6.B - The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration	b) Assuming the Performance Standards will be negotiated and mutually agreed to prior to contract award, should the vendors include their relevant exceptions/negotiation items with its Proposal or simply indicate negotiation and mutual agreement on the Performance Standards is required prior to contract award?	Exceptions to non-mandatory requirements may be included but will not become part of the contract unless agreed to by the State.

State of Arkansas Department of Human Services
710-18-1005 Actuarial Services

6	Attachments C, D, and F	Attachment D: DHS has determined that any attempt by any vendor to reserve the right to alter or amend the terms and conditions via negotiation, without the approval of DHS , is an exception to the terms and conditions that will result in rejection of the proposal.	Pursuant to the Invitation for Bid instructions indicating that alternate terms and conditions may be approved by DHS, would DHS consider discussing alternative language for: (1) the section entitled "Indemnification" in Attachment D and the indemnification obligations in Attachment C, Section II, and in Attachment F (the BAA); and (2) the section entitled "Liability" in Attachment D with the selected vendor?	No.
7	Bid Solicitation Document, Page 11, Section 2.1, INTRODUCTION, Second paragraph	Beginning on January 1, 2019, the state will transition services for approximately thirty thousand (30,000) Arkansans with complex behavioral health and intellectual and developmental disabilities services needs to its new Provider-Led Arkansas Shared Savings Entity (PASSE)	What proportion of the current CES Waiver population is expected to be mandatorily enrolled in the PASSE program in 2019 as either Tier II or Tier III level?	All CES Waiver enrollees will be mandatorily enrolled in the PASSE. We expect at least 20 to 25 thousand additional non-CES Waiver individuals who are currently receiving services through the behavioral health rehabilitation option will be enrolled in the PASSE.
8	Bid Solicitation Document, Page 11, Section 2.1, INTRODUCTION, Second paragraph	Beginning on January 1, 2019, the state will transition services for approximately thirty thousand (30,000) Arkansans with complex behavioral health and intellectual and developmental disabilities services needs to its new Provider-Led Arkansas Shared Savings Entity (PASSE)	What proportion of the current CES Waiver population is expected to voluntarily enroll in PASSE as a Tier 1 level?	None, see answer to question 7. The anticipated Tier 1 population will be coming from the BH rehabilitation option assessments and at this time is anticipated to be 5,000 individuals.
9	Bid Solicitation Document, Page 11, Section 2.1, INTRODUCTION, Second paragraph	Beginning on January 1, 2019, the state will transition services for approximately thirty thousand (30,000) Arkansans with complex behavioral health and intellectual and developmental disabilities services needs to its new Provider-Led Arkansas Shared Savings Entity (PASSE)	What proportion of the current ARChoices and Assisted Living waiver populations are expected to enroll in PASSE under either mandatory or voluntary?	None.
10	Bid Solicitation Document, Page 12, Section 2.4, SCOPE OF WORK, Paragraph A.1	Develop actuarially sound rates for services provided under the CES Waiver (see the list attached).	Can the State please provide a specific list of the CES waiver services that rates for which rates must be developed?	Please see the attached CES Waiver, Appendix C1/C3.
11	Bid Solicitation Document, Page 12, Section 2.4, SCOPE OF WORK, Paragraph A.1	Develop actuarially sound rates for services provided under the CES Waiver (see the list attached).	Is the State wanting/needing the Vendor to develop new/updated CES HCBS waiver services fees for use in the FFS program? If so, federal regulations do not require that Medicaid FFS provider fees be "actuarially sound" in the same manner as risk-based managed care capitation payment rates, so the reference to "actuarially sound" rates in the context of HCBS FFS provider fees is unclear. Please confirm or elaborate upon the State's use of the term "actuarially sound" rates and the intent.	The CES Waiver Rates will be incorporated into the capitated payment under the 1915(b) Waiver. As such, and to preserve the integrity of the CES Waiver program, Arkansas Medicaid requires that all CES Waiver rates be actuarially sound.
12	Bid Solicitation Document, Page 12, Section 2.4, SCOPE OF WORK, Paragraph A.1	Develop actuarially sound rates for services provided under the CES Waiver (see the list attached). As part of this rate development, DHS expects that the Contractor will review the current CES Waiver rate methodology for overall integrity, compliance with federal Medicaid rules and regulations, and potential areas of improvement.	Per the CES Waiver documentation provided in the IFB materials, the provider fees for CES waiver services "were initially set in 1990." Since 1990, what process has the State used, if any, to update the CES waiver provider fees (example: legislative mandates, cost of living increases, other)? Please elaborate as needed.	A cost of living (COLA) adjustment of 2.5%, as listed in the financial pages of the waiver for Respite, Supportive Living, Adaptive Equipment/Environmental Modifications, was permitted under the prior approved ACS Waiver with permission of the Arkansas Medicaid Agency. An additional 2.5% was allowed to defray some of the costs associated with clarification and implementation of the Home Care Rule.

State of Arkansas Department of Human Services
710-18-1005 Actuarial Services

13	Bid Solicitation Document, Page 12, Section 2.4, SCOPE OF WORK, Paragraph A.1	Develop actuarially sound rates for services provided under the CES Waiver (see the list attached). As part of this rate development, DHS expects that the Contractor will review the current CES Waiver rate methodology for overall integrity, compliance with federal Medicaid rules and regulations, and potential areas of improvement.	Given the expedited timeframe, what role, if any, does the State expect the HCBS provider/stakeholder community to have in informing the CES Waiver services' fee updates? Note: Due to the expedited time frame, a robust provider/stakeholder engagement process will be challenging.	A public comment period for rate changes is required by CMS for all 1915c Waivers. We expect the Successful Vendor to assist the State in meeting this requirement by engaging stakeholders.
14	Bid Solicitation Document, Page 12, Section 2.4, SCOPE OF WORK, Paragraph A.1	The supportive living and respite service rates shall be changed from a daily rate to an hourly rate, and the Vendor shall provide input on the unit structure of any other CES waiver services, as needed.	Can the State elaborate on what input the HCBS provider/stakeholder community has given regarding the change in the structure of the supportive living and respite services rates?	The most recent amendments to the CES Waiver were put out for public comment and were presented to the stakeholders numerous times as indicated in the Waiver document, attached. The Supportive Living and Respite service change was included in these amendments. All comments received were addressed.
15	Bid Solicitation Document, Page 12, Section 2.4, SCOPE OF WORK, Paragraph A.1	Develop actuarially sound rates for services provided under the CES Waiver (see the list attached).	Can the State please specify which of the following CES waiver services the provider fee/rates need to be reviewed, updated, or developed: A. Supportive Living B. Respite Services C. Supported Employment D. Adaptive Equipment E. Environmental Modifications F. Specialized Medical Supplies G. Supplemental Support Service H. Care Coordination Services I. Consultation Services J. Crisis Intervention Services K. Community Transition Services	All CES Waiver service rates will need to be reviewed for update and development.
16	Bid Solicitation Document, Page 12, Section 2.4, SCOPE OF WORK, Paragraph A.1	Develop actuarially sound rates for services provided under the CES Waiver (see the list attached).	Does this scope of work require the development of new/updated HCBS provider fees/rates for FFS <i>or</i> is the intent of this scope of work meant to incorporate the CES HCBS waiver services into the development of the PASSE global risk-based capitation rate development process and thus not require a separate update to the FFS provider fees for CES Waiver services? A certifying actuary can consider if the FFS unit costs in the historical claims data are reasonable, appropriate or attainable for purposes of managed care capitation rate development and make increases/decreases as deemed appropriate without changing the actual FFS fees.	Both.
17	Bid Solicitation Document, Page 12, Section 2.4, SCOPE OF WORK, Paragraph A.1	Develop actuarially sound rates for services provided under the CES Waiver (see the list attached).	Has the State budgeted funds for the potential increase in HCBS provider services rates/fees that might result from the expedited work in this IFB? If so, what is the expected increase (or decrease) in HCBS provider payments resulting from the services rate/fee update?	This question is irrelevant to the scope of this IFB.
18	Bid Solicitation Document, Page 12, Section 2.4, SCOPE OF WORK, Paragraph A.1	Develop actuarially sound rates for services provided under the CES Waiver (see the list attached).	Does the State have available recent, complete and accurate data on HCBS providers' costs of doing business/rendering services, <u>other than Medicaid claims data</u> , to support the CES Waiver services rates/fee development? For example, other states may obtain provider cost surveys or other data on provider costs of doing business (e.g., employee salaries, overhead expenses, rent, utilities, staffing etc.) to help inform a HCBS FFS provider fee evaluation/update.	No.
19	Bid Solicitation Document, Page 12, Section 2.4, SCOPE OF WORK, Paragraph A.1	Develop actuarially sound rates for services provided under the CES Waiver (see the list attached).	Does the State have documentation that can be shared of the methodology used to develop the CES Waiver fees currently in effect?	No.

State of Arkansas Department of Human Services
710-18-1005 Actuarial Services

20	Bid Solicitation Document, Page 12, Section 2.4, SCOPE OF WORK, Paragraph A.1	Develop actuarially sound rates for services provided under the CES Waiver (see the list attached).	Can the State elaborate on the HCBS provider/stakeholder community's stance on the current CES Waiver services fees/rates?	No.
21	Bid Solicitation Document, Page 12, Section 2.4, SCOPE OF WORK, Paragraph A.1	Develop actuarially sound rates for services provided under the CES Waiver (see the list attached).	Is there any possibility that the due date for this item could be extended beyond June 30, 2018, say to July 31st or August 31st of 2018?	No.
22	Bid Solicitation Document, Page 12, Section 2.4, SCOPE OF WORK, Paragraph A.3	Develop actuarially sound rates for DHS programs covered under Arkansas' Assisted Living Waiver and its ARChoices Waiver, including without limitation Assisted Living services and the ARChoices program.	Can the State please confirm or correct that this Scope of Work is a direct reference to the State's following two waiver programs: • AR Choices in Homecare (0195.R05.00) and • AR Living Choices Assisted Living (0400.R03.00).	Yes.
23	Bid Solicitation Document, Page 12, Section 2.4, SCOPE OF WORK, Paragraph A.3	Develop actuarially sound rates for DHS programs covered under Arkansas' Assisted Living Waiver and its ARChoices Waiver, including without limitation Assisted Living services and the ARChoices program.	Can the State please specify which services in the AR Choices in Homecare (0195.R05.00) waiver new provider services fees need to be developed?	See Appendix C1/C3 of the ARChoices in Homecare Waiver
24	Bid Solicitation Document, Page 12, Section 2.4, SCOPE OF WORK, Paragraph A.3	Develop actuarially sound rates for DHS programs covered under Arkansas' Assisted Living Waiver and its ARChoices Waiver, including without limitation Assisted Living services and the ARChoices program.	Is the State intending to maintain the daily rate that corresponds to tier of need provider services fee/rate structure in the AR Living Choices Assisted Living (0400.R03.00) program?	Unknown.
25	Bid Solicitation Document, Page 12, Section 2.4, SCOPE OF WORK, Paragraph A.3	Develop actuarially sound rates for DHS programs covered under Arkansas' Assisted Living Waiver and its ARChoices Waiver, including without limitation Assisted Living services and the ARChoices program.	Are there any other services in the referenced waivers/programs that require new provider rates/fees other than the daily rate?	Unknown.
26	Bid Solicitation Document, Page 12, Section 2.4, SCOPE OF WORK, Paragraph A.3	Develop actuarially sound rates for DHS programs covered under Arkansas' Assisted Living Waiver and its ARChoices Waiver, including without limitation Assisted Living services and the ARChoices program.	Given the expedited timeframe, what role, if any, does the State expect the HCBS provider/stakeholder community to have in informing the ARChoices and Assisted Living Waiver provider services' fee updates?	See answer to question 13.
27	Bid Solicitation Document, Page 12, Section 2.4, SCOPE OF WORK, Paragraph A.3	Develop actuarially sound rates for DHS programs covered under Arkansas' Assisted Living Waiver and its ARChoices Waiver, including without limitation Assisted Living services and the ARChoices program.	Does the State have documentation that can be shared of the methodology used to develop the ARChoices and Assisted Living fees currently in effect?	No.
28	Bid Solicitation Document, Page 12, Section 2.4, SCOPE OF WORK, Paragraph A.3	Develop actuarially sound rates for DHS programs covered under Arkansas' Assisted Living Waiver and its ARChoices Waiver, including without limitation Assisted Living services and the ARChoices program.	Is there any possibility that the due date for this item could be extended beyond June 30, 2018, say to July 31st or August 31st of 2018?	No.

State of Arkansas Department of Human Services
710-18-1005 Actuarial Services

29	Bid Solicitation Document, Page 12, Section 2.4, SCOPE OF WORK, paragraph B.1	Actuarial services around 1915b/c Waiver amendment work shall include without limitation assistance with CMS communications, development of budget neutrality and cost effectiveness figures, guidance on waiver concepts and terms, and assistance with the completion of cost effectiveness and budget neutrality portions of the Waiver applications, as well as any other needed actuarial consulting with regard to 1915b/c waivers.	The State refers to actuarial services around 1915b/c waiver amendment work. Does this refer to updates to the existing CES waiver or is the intent for the Vendor to provide support to the State in amending one or more other 1915c waivers to operate concurrently with a 1915b waiver?	The current work refers to the concurrently running 1915b/c Waivers, specifically the 1915b governing PASSE and the CES Waiver. However, we expect at least 20 to 25 thousand additional non-CES Waiver individuals who are currently receiving services through the behavioral health rehabilitation option will be enrolled in the PASSE.
30	Bid Solicitation Document, Page 12, Section 2.4, SCOPE OF WORK, paragraph B.1	Actuarial services around 1915b/c Waiver amendment work shall include without limitation assistance with CMS communications, development of budget neutrality and cost effectiveness figures, guidance on waiver concepts and terms, and assistance with the completion of cost effectiveness and budget neutrality portions of the Waiver applications, as well as any other needed actuarial consulting with regard to 1915b/c waivers.	The discussion is around providing actuarial support for 1915b/c waiver amendment work. Please confirm that the Vendor is expected to provide support for the 1915b waiver cost demonstration (cost effectiveness) and the 1915c waiver cost demonstration (cost neutrality). Budget neutrality refers to the cost demonstration for 1115 research and demonstration waiver programs.	Correct.
31	Bid Solicitation Document, Page 13, Section 2.4, SCOPE OF WORK, paragraph B.3,	Assist and consult with regards to program design.	Please confirm if the Vendor is expected to provide support to the State to implement an existing program design strategy or instead to help the State develop the design strategy.	Both.
32	Bid Solicitation, Page 14, Section 2.5, ROLES AND RESPONSIBILITIES, 6th bullet	Vendor shall: Coordinate with candidate/Vendor team.	Please explain what is meant by this Vendor requirement. Who is the candidate that the Vendor is expected to work with?	Staff or project teams approved by DHS.
33	Bid Solicitation, Page 14, Section 2.5, ROLES AND RESPONSIBILITIES, 7th bullet	Vendor shall: Administer all billing activities.	Please explain what is meant by this Vendor requirement. What specific billing activities is the Vendor expected to administer?	Billing activities associated with the Vendor's work.
34	"Health Care Payment Improvement Initiative", "Patient Centered Medical Home" document, Page 6	"- Actuarial analysis is being completed (expected delivery date is 06/30/2017)"	Has this analysis been completed? If so, by whom?	The work has been completed. Vendor is irrelevant to the scope for this IFB.
35	PASSE Background Document, Page 16	"Using historical expenditures, DHS is in the process of constructing a financial baseline to reflect the five-year cost of covering the targeted population."	Has the financial baseline been completed, or will the selected vendor have a role in its completion?	Yes it has been completed.
36	Bid Solicitation Document, Page 3, Section 1.7, RESPONSE DOCUMENTS, A. Bid Response Packet, 3., d.	Documentation that vendor meets the minimum qualifications outlined in this IFB. (See <i>Minimum Qualifications</i> .)	To meet the requirements of the Minimum Qualifications, would a confirmation statement for each minimum qualification be sufficient or are specific details required?	Verifiable documentation must be submitted.
37	Bid Solicitation Document, Page 12, Section 2.4, SCOPE OF WORK, A. Immediate Requirements	"2. Develop actuarially sound capitated and shared savings rates and quality incentive payments for services and populations provided under the PASSE based on claims data including without limitation Medicaid and other claims data."	Is anything in 2. dependent upon completion of Immediate Requirements 1. or 3.?	Dependent on completion of 1, not 3.

State of Arkansas Department of Human Services
710-18-1005 Actuarial Services

38	Bid Solicitation Document, Page 12, Section 2.4, SCOPE OF WORK, A. Immediate Requirements	"2. Develop actuarially sound capitated and shared savings rates and quality incentive payments for services and populations provided under the PASSE based on claims data including without limitation Medicaid and other claims data."	Is there any possibility that the due date for this item could be extended beyond June 30, 2018, say to July 31st or August 31st of 2018?	No.
39	Bid Solicitation Document, Page 3, Section 1.7, RESPONSE DOCUMENTS, A. Bid Response Packet, 3., d.	Documentation that vendor meets the minimum qualifications outlined in this IFB. (See <i>Minimum Qualifications</i> .)	To meet the requirements of the Minimum Qualifications, would a confirmation statement for each minimum qualification be sufficient or are specific details required?	See answer to question 36.
40	Page 3 of 31, Section 1.7 Response Documents / A. Bid Response Packet / 3.d	3.d - Documentation that vendor meets the minimum qualifications outlined in this IFB. (See Minimum Qualifications.)	The RFP requires that bidders submit "Documentation that vendor meets the minimum qualifications outlined in this IFB. (See Minimum Qualifications.)" We understand that this is referring to Section "2.3 Minimum Qualifications" on pages 11-12. Please clarify what is meant by "documentation" and what format you would like to see as a response to satisfy this requirement. In other words, should a bidder provide copies of proposed project team resumes or specific client examples to demonstrate that it meets the minimum qualifications, or is a statement that we meet the qualifications sufficient?	See answer to question 36.
41	Section 2.3, Part A	A minimum ten (10) years' professional experience in commercial and Medicaid Managed Care rate setting in at least five (5) states. Experience must include, at minimum, managed care environments for behavioral health and developmental disability services, plus services for one or more of the following populations: foster care, juvenile justice, or special needs.	Can DHS please clarify this statement? Does this statement request that the vendor have at least ten years of total experience across at least five states, or that each state must have ten years of experience from the vendor.	Ten years cumulative.
42	Section 2.3, Part A	A minimum ten (10) years' professional experience in commercial and Medicaid Managed Care rate setting in at least five (5) states. Experience must include, at minimum, managed care environments for behavioral health and developmental disability services, plus services for one or more of the following populations: foster care, juvenile justice, or special needs.	Can experience with commercial and Medicaid managed care rate setting be counted at the individual vendor's employee level (including experience from prior employers) as opposed to the vendor level?	Senior executive staff or key personnel experience may be counted. See A.C.A. §19-11-272.
43	General RFP question	General RFP question	Can DHS provide a copy of the current vendor's contract?	There is not a current contract in place to handle these services.
44	General RFP question	General RFP question	What were the annual amount of hours spent on these actuarial tasks in each of 2016 and 2017?	Unknown.
45	Section 1.7, B.1. (Negotiations), page 6 of 31	"If the State so chooses, negotiations may be conducted with the lowest responsive bidder. Negotiations are conducted at the sole discretion of the State."	Can the selected vendor reject a contract if offered? Please confirm that a vendor could choose whether or not to accept a contract if offered and that submission of a proposal is not an offer to contract without negotiation.	Yes.

46	Section 1.7.A.2. (Bid Response Packet), page 2 of 31 and Bid Response Packet, Section 2 (Vendor Agreement and Compliance), page 4 of 8	<p>"2. Vendor's signature on this page shall signify vendor's agreement that either of the following shall cause the vendor's bid to be disqualified</p> <p>a. Additional terms or conditions submitted intentionally or inadvertently.</p> <p>b. Any exception that conflicts with a Requirement of this Bid Solicitation." and</p> <p>"• Any requested exceptions to items in this section which are NON-mandatory must be declared below or as an attachment to this page. Vendor must clearly explain the requested exception, and should label the request to reference the specific solicitation item number to which the exception applies.</p> <ul style="list-style-type: none"> • Exceptions to Requirements shall cause the vendor's proposal to be disqualified." 	<p>Is the State willing to negotiate the terms and conditions in Attachment C, Performance Based Contracting, Attachment D, Terms and Conditions, Attachment E, Pro Forma Contract, and Attachment F, Business Associate Agreement? Please confirm these documents are not mandatory and the submission of exceptions to the terms and conditions would NOT cause a vendor's proposal to be disqualified.</p>	<p>Attachment C, if the state chooses. All others, no. These documents are mandatory. The Vendor may submit exceptions to non-mandatory items.</p>
47	Page 29 Service Criteria Table, Section J	<p>J. Long-Term Service and Supports Assistance. Vendor shall provide analyses surrounding the State's Long-Term Care population including without limitation assistance with the following.....8. Other analysis as requested by DHS.</p>	<p>Is there a current or recent (past 3 years) incumbent contractor for this actuarial work? If "yes", who is/was this incumbent? What are the differences in the scope of work requested in RFP 710-18-1005 and the incumbent's scope of work (e.g., what, if any, are new major task areas under this RFP's scope of work)?</p>	<p>See Answer to question 43.</p>
48	Section 3.4 B	<p>"The vendor's liability for damages to the State shall be limited to the value of the Contract or \$5,000,000, whichever is higher. This limitation of liability shall not apply ... to claims covered by other specific provisions of the Contract calling for damages..."</p>	<p>Please clarify whether the following vendor obligation/liability set forth in this solicitation is capped by the value of the contract / \$5,000,000 limitation of liability referenced in Section 3.4B:</p> <p>Section 2.6 Performance Standards</p>	<p>No.</p>
49	Section 3.4 B	<p>"The vendor's liability for damages to the State shall be limited to the value of the Contract or \$5,000,000, whichever is higher. This limitation of liability shall not apply ... to claims covered by other specific provisions of the Contract calling for damages..."</p>	<p>Please clarify whether the following vendor obligation/liability set forth in this solicitation is capped by the value of the contract / \$5,000,000 limitation of liability referenced in Section 3.4B:</p> <p>Section 3.4A</p>	<p>Yes.</p>
50	Section 3.4 B	<p>"The vendor's liability for damages to the State shall be limited to the value of the Contract or \$5,000,000, whichever is higher. This limitation of liability shall not apply ... to claims covered by other specific provisions of the Contract calling for damages..."</p>	<p>Please clarify whether the following vendor obligation/liability set forth in this solicitation is capped by the value of the contract / \$5,000,000 limitation of liability referenced in Section 3.4B:</p> <p>Section 4.7 Guaranty</p>	<p>Yes.</p>
51	Section 3.4 B	<p>"The vendor's liability for damages to the State shall be limited to the value of the Contract or \$5,000,000, whichever is higher. This limitation of liability shall not apply ... to claims covered by other specific provisions of the Contract calling for damages..."</p>	<p>Please clarify whether the following vendor obligation/liability set forth in this solicitation is capped by the value of the contract / \$5,000,000 limitation of liability referenced in Section 3.4B:</p> <p>IFB Page 22 Performance Based Contracting Section II</p>	<p>See answer to question 48.</p>

State of Arkansas Department of Human Services
710-18-1005 Actuarial Services

52	Section 3.4 B	"The vendor's liability for damages to the State shall be limited to the value of the Contract or \$5,000,000, whichever is higher. This limitation of liability shall not apply ... to claims covered by other specific provisions of the Contract calling for damages..."	Please clarify whether the following vendor obligation/liability set forth in this solicitation is capped by the value of the contract / \$5,000,000 limitation of liability referenced in Section 3.4B: IFB Page 22 Performance Based Contracting Section IV	See answer to question 48.
53	Section 3.4 B	"The vendor's liability for damages to the State shall be limited to the value of the Contract or \$5,000,000, whichever is higher. This limitation of liability shall not apply ... to claims covered by other specific provisions of the Contract calling for damages..."	Please clarify whether the following vendor obligation/liability set forth in this solicitation is capped by the value of the contract / \$5,000,000 limitation of liability referenced in Section 3.4B: The "Damages for Insufficient Performance" column in the table starting on page 23 of the IFB	See answer to question 48.
54	Section 3.4 B	"The vendor's liability for damages to the State shall be limited to the value of the Contract or \$5,000,000, whichever is higher. This limitation of liability shall not apply ... to claims covered by other specific provisions of the Contract calling for damages..."	Please clarify whether the following vendor obligation/liability set forth in this solicitation is capped by the value of the contract / \$5,000,000 limitation of liability referenced in Section 3.4B: The paragraphs and footnotes following the table starting on page 23 of the IFB	See answer to question 48.
55	Section 3.4 B	"The vendor's liability for damages to the State shall be limited to the value of the Contract or \$5,000,000, whichever is higher. This limitation of liability shall not apply ... to claims covered by other specific provisions of the Contract calling for damages..."	Please clarify whether the following vendor obligation/liability set forth in this solicitation is capped by the value of the contract / \$5,000,000 limitation of liability referenced in Section 3.4B: Attachment C Page 1 Performance Based Contracting Section II	See answer to question 48.
56	Section 3.4 B	"The vendor's liability for damages to the State shall be limited to the value of the Contract or \$5,000,000, whichever is higher. This limitation of liability shall not apply ... to claims covered by other specific provisions of the Contract calling for damages..."	Please clarify whether the following vendor obligation/liability set forth in this solicitation is capped by the value of the contract / \$5,000,000 limitation of liability referenced in Section 3.4B: Attachment C Page 1 Performance Based Contracting Section IV	See answer to question 48.
57	Section 3.4 B	"The vendor's liability for damages to the State shall be limited to the value of the Contract or \$5,000,000, whichever is higher. This limitation of liability shall not apply ... to claims covered by other specific provisions of the Contract calling for damages..."	Please clarify whether the following vendor obligation/liability set forth in this solicitation is capped by the value of the contract / \$5,000,000 limitation of liability referenced in Section 3.4B: The "Damages for Insufficient Performance" column in the table starting on page 2 of Attachment C	See answer to question 48.
58	Section 3.4 B	"The vendor's liability for damages to the State shall be limited to the value of the Contract or \$5,000,000, whichever is higher. This limitation of liability shall not apply ... to claims covered by other specific provisions of the Contract calling for damages..."	Please clarify whether the following vendor obligation/liability set forth in this solicitation is capped by the value of the contract / \$5,000,000 limitation of liability referenced in Section 3.4B: The paragraphs and footnotes following the table starting on page 2 of Attachment C	See answer to question 48.
59	Section 3.4 B	"The vendor's liability for damages to the State shall be limited to the value of the Contract or \$5,000,000, whichever is higher. This limitation of liability shall not apply ... to claims covered by other specific provisions of the Contract calling for damages..."	Please clarify whether the following vendor obligation/liability set forth in this solicitation is capped by the value of the contract / \$5,000,000 limitation of liability referenced in Section 3.4B: Attachment D General Terms and Conditions section entitled "Indemnification"	Yes.

State of Arkansas Department of Human Services
710-18-1005 Actuarial Services

60	Section 3.4 B	"The vendor's liability for damages to the State shall be limited to the value of the Contract or \$5,000,000, whichever is higher. This limitation of liability shall not apply ... to claims covered by other specific provisions of the Contract calling for damages..."	Please clarify whether the following vendor obligation/liability set forth in this solicitation is capped by the value of the contract / \$5,000,000 limitation of liability referenced in Section 3.4B: Attachment D General Terms and Conditions section entitled "Department Property"	Yes.
61	Section 3.4 B	"The vendor's liability for damages to the State shall be limited to the value of the Contract or \$5,000,000, whichever is higher. This limitation of liability shall not apply ... to claims covered by other specific provisions of the Contract calling for damages..."	Please clarify whether the following vendor obligation/liability set forth in this solicitation is capped by the value of the contract / \$5,000,000 limitation of liability referenced in Section 3.4B: Attachment D General Terms and Conditions section entitled "Attorney's Fees"	Yes.
62	Section 3.4 B	"The vendor's liability for damages to the State shall be limited to the value of the Contract or \$5,000,000, whichever is higher. This limitation of liability shall not apply ... to claims covered by other specific provisions of the Contract calling for damages..."	Please clarify whether the following vendor obligation/liability set forth in this solicitation is capped by the value of the contract / \$5,000,000 limitation of liability referenced in Section 3.4B: Attachment D General Terms and Conditions section entitled "Liability"	Yes.
63	Section 3.4 B	"The vendor's liability for damages to the State shall be limited to the value of the Contract or \$5,000,000, whichever is higher. This limitation of liability shall not apply ... to claims covered by other specific provisions of the Contract calling for damages..."	Please clarify whether the following vendor obligation/liability set forth in this solicitation is capped by the value of the contract / \$5,000,000 limitation of liability referenced in Section 3.4B: Attachment F Business Associate Agreement section entitled "Discovery and Notification of Breach or Incident"	Yes.
64	Bid Solicitation Document, Page 12, Section 2.4,	"Develop actuarially sound capitated and shared savings rates and quality incentive payments for services and populations provided under the PASSE based on claims data including without limitation Medicaid and other claims data."	What other claims data might be needed based on the States understanding and prior history? Would this come from a different data source or system than the Medicaid data?	Unknown.
65	Bid Solicitation Document, Page 12, Section 2.4,	Develop actuarially sound rates for services provided under the CES Waiver (see the list attached).	Is the data source for the CES Waiver services and population the same data source as the PASSE data? How easily identifiable are these services and populations in the data?	No. CES Waiver population is easily identifiable.
66	Bid Solicitation Document, Page 12, Section 2.4,	Develop actuarially sound rates for DHS programs covered under Arkansas' Assisted Living Waiver and its ARChoices Waiver, including without limitation Assisted Living services and the ARChoices program.	Is the data source for the Assisted Living Waiver and the ARChoices Waiver services and populations the same data source as the PASSE data? How easily identifiable are these services and populations in the data?	No. Assisted Living and ARChoices Waiver populations are easily identifiable.
67	Page 16, Section 3.4	The vendor's liability for damages to the State shall be limited to the value of the Contract or \$5,000,000, whichever is higher.	Would the State allow a change to strike the 'or \$5,000,000, whichever is higher.'?	No.
68	Attachment C, Page 2	Vendor shall be fined two-hundred and fifty thousand dollars (\$250,000) per day for each day beyond the June 30, 2018 deadline the Vendor fails to meet all Service Criteria and Acceptable Performance standards.	We request this steep penalty be stricken due to other significant protections already in place throughout the contract and Attachment C. If not, our organization will need to decline to bid.	The state declines to entertain requests as part of the Q/A period.

