**Instructions**

Please supply requested information in the blue-shaded areas and indicate any attachments that have been included. Where appropriate, supporting documentation may be referenced by specific page and/or paragraph number(s).

**If any of this response contains confidential information, as defined by IC 5-14-3, provide a separate redacted (for public release) version of this document. Specify which statutory exception of APRA applies and provide a description explaining the manner in which the statutory exception to the APRA applies.**

**Respondent Name: Milliman USA, Inc.**

The State requests response(s) to the below question(s) by **4:00 PM Eastern Time on September 27, 2023**

| **SAMPLE CONTRACT – REDLINES** | |  |
| --- | --- | --- |
| **Section** | **Clarification Question** | **Respondent Response** |
| Sample Contract | State of Indiana procurements typically include the following guidance on mandatory and substantively required contract terms. Can Milliman deliver services for this RFS without modifying any of the mandatory contract clauses below?   * Authority to Bind Contractor * Compliance with Laws * Drug-Free Workplace Certification * Employment Eligibility Verification (E-Verify) * Funding Cancellation * Governing Law * Indemnification * Information Technology Enterprise Architecture Requirements * Nondiscrimination Clause * Penalties/Interest/Attorney’s Fees * Termination for Convenience * Non-Collusion and Acceptance   Additionally, please note the substantively required terms are as follows:   * Duties of Contractor, Consideration, and Term of Contract * Ownership of Documents and Materials * Payments | Milliman can accept all of the mandatory and substantively required contract clauses without modification except for the following item:  Indemnification  Milliman can accept the language as-is with two modifications:  1) Milliman can only agree to indemnify for direct claims.  2) Milliman can only agree to indemnity to the extent of Milliman’s grossly negligent, intentionally wrongful, or fraudulent acts or omissions.  Also, to note, Milliman included a “Limitation of Liability” provision with the Indemnification section. This can be added as a new stand-alone section or combined with the Indemnification section or another appropriate location. |

| **ATTACHMENT C – TECHNICAL PROPOSAL** | |  |
| --- | --- | --- |
| **Section** | **Clarification Question** | **Respondent Response** |
| Attachment C – Question 2 | As a follow-up to Technical Proposal Question 2, can you please answer the following question: Does Milliman have ongoing engagements with any Indiana nonprofit hospital systems (as defined in Ind. Code 27-1-47.5-3)? If so, please describe the engagement(s) and identify the Indiana nonprofit hospital system(s). | Milliman does provide consulting services for some Indiana non-profit hospital systems. Our consulting service agreements preclude us from communicating specific details about the nature of those services. The services we perform vary by organization and are generally actuarial in nature. The Milliman consultants who would be working on this engagement with the state would not provide services to Indiana non-profit hospital systems during this engagement. Please see our response to question #2 “Conflict of Interest” in “Attachment C – Response Template” for further information on Milliman’s conflict mitigation process. |