



STATE OF TENNESSEE  
DEPARTMENT OF FINANCE & ADMINISTRATION, BENEFITS ADMINISTRATION

**REQUEST FOR PROPOSALS #31786-00177  
AMENDMENT #THREE  
FOR TIERED COPAY BENEFIT**

DATE: April 1, 2024

RFP #31786-0077 IS AMENDED AS FOLLOWS:

1. This RFP Schedule of Events updates and confirms scheduled RFP dates. Any event, time, or date containing revised or new text is highlighted.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		February 7, 2024
2. Disability Accommodation Request Deadline	2:00 p.m.	February 12, 2024
3. Pre-response Conference	10:00 a.m.	February 13, 2024
4. Notice of Intent to Respond Deadline	2:00 p.m.	February 14, 2024
5. Written "Questions & Comments" Deadline	2:00 p.m.	February 20, 2024
6. State Response to Written "Questions & Comments"		March 12, 2024
7. Written "Questions & Comments" Round 2 Deadline	2:00 p.m.	March 19, 2024
8. State Response to Written "Questions & Comments" Round 2  <b>*NOTE: Vendors may submit no more than five (5) questions to the State in the 2nd round of Written Questions and Comments.</b>		April 2, 2024
9. Response Deadline	2:00 p.m.	April 9, 2024
10. State Opening of Cost Proposals		April 11, 2024
11. Cost Proposal Analysis		April 11, 2024 – May 9, 2024
12. State Completion of Technical Response Evaluations		May 3, 2024
13. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	1:00 p.m.	May 23, 2024
14. End of Open File Period		May 30, 2024
15. State sends contract to Contractor for signature		June 3, 2024

16. Contractor Signature Deadline	2:00 p.m.	June 7, 2024
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**2. State responses to questions and comments in the table below amend and clarify this RFP.**

Any restatement of RFP text in the Question/Comment column shall NOT be construed as a change in the actual wording of the RFP document.

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE
Pro Forma Contract, A.9.q	1.	Item A.9. q of the Pro Forma states: Unless otherwise directed by the State, the Contractor shall complete ninety-seven percent (97%) of all medical and behavioral health PAs within the following standards for timeliness of PA and UM decision making. We would propose changing this to 95%. Would this be acceptable to the State?	The State does not agree. 97% is in our current contracts and is reasonable in consideration of TCA 56-7-3605.
Pro Forma Contract, A.24.c	2.	Clarifying Question:  For clarification of Item 79 of Amendment Two, we can accommodate the request regarding our enrollment system.	Thank you for the response. The details regarding real-time eligibility and enrolment updates may be discussed during implementation; however, no changes to contract language can be accepted based on this discussion.
Pro Forma Contract, A.25.e(2)	3.	We would propose altering A.25. e (2) of the Pro Forma Contract to say that we will process 95% of electronically transmitted enrollment updates, including the resolution of any errors identified during processing within 3 business days of receipt with the exception of annual or initial open enrollment eligibility files which will be loaded within 5 business days of receipt, assuming the open enrollment data is made available 45 days prior to Go Live.	The State does not agree; however the State has modified contract language. See Amendment item #3 below.
Pro Forma Contract, A.26.f	4.	Item A.26 f. of the Pro Forma contract regarding Information Ownership states: All information, whether data or documents, and reports that contain or make references to said information, involving or arising out of this Contract is owned by the State.  Please confirm that the State agrees the Contractor has a proprietary interest in its network contracts and financials.	All claims data and information related to State member claims is owned by the State. The State is not a party to Contractor's network contracts.
Pro Forma Contract, E.7.a.4	5.	Clarifying Question:  For clarification of Item 144 of Amendment Two, related to Pro Forma E.7.a.4, the bidder clarifies that Option 2 is acceptable.	See Amendment item #4 below.
Pro Forma Contract, Attachment B, #7	6.	Will the State amend Performance Guarantee #7 on page 169 of the RFP to say that the contractor's website and splash page be operational on 9/15 instead of 30 days prior to the first day of annual enrollment.	The State does not agree.
Pro Forma Contract,	7.	Clarifying Question:	The State does not agree, but the State has

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Attachment C, #43		For clarification of Item 141 of Amendment Two, we do not produce Soc 2 Type 2 reports. Will the State replace item #43 in Contract Attachment C. with SOC 1 Type II?	revised contract language. See Amendment item #5 below.
Pro Forma Contract, Attachment D, #26	8.	For Performance Guarantee #26 on page 184 of the RFP, we would propose replacing the CAHPS survey with the UES survey. Is this acceptable to the State?	The State does not agree. Contract section A.7.q says “Unless otherwise approved by the State In Writing...”  This clause can be executed at any time after contract signing. Discussion of a UES survey can occur during implementation.
Pro Forma Contract, Attachment E, HIPAA BAA	9.	Clarifying Question:  Would the State be agreeable to adding the following provisions to the Business Associate Agreement Section 4. Permitted Uses and Disclosures by Business Associate:  “4.9 Business Associate may de-identify PHI received or created by Business Associate under the Business Associate Agreement in accordance with the Privacy Rule, which de-identified information does not constitute PHI.”	The State does not agree.
Pro Forma Contract, Attachment E, HIPAA BAA	10.	Clarifying Question:  For clarification of Item 10 of Amendment Two, Would the State be agreeable to adding the following provisions to the Business Associate Agreement Section 4. Permitted Uses and Disclosures by Business Associate: “4.9 Business Associate may de-identify PHI received or created by Business Associate under the Business Associate Agreement in accordance with the Privacy Rule, which de-identified information does not constitute PHI.”	The State does not agree.

**3. Delete *Pro Forma Contract* section A.25.e(2) in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**

- (2) The Contractor and/or its subcontractors, shall electronically process one hundred percent (100%) of electronically transmitted enrollment updates, including the resolution of any errors identified during processing, within four (4) Business Days of receipt of the daily or weekly file, as agreed upon during implementation, with the exception of initial or annual open enrollment eligibility files which will be loaded within 5 business days of receipt, assuming the open enrollment data is made available 35 calendar days prior to Go Live.

**4. Delete *Pro Forma Contract* section E.7.a(4) in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**

4. The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. Contractor shall provide a letter of attestation that the penetration testing and vulnerability assessments per NIST 800-115 have been performed annually and any material weaknesses have been remediated.
5. **Delete Pro Forma Contract, Attachment C, #43 in its entirety and insert the following in its place** (any sentence or paragraph containing revised or new text is highlighted):
  43. **Security Report:** SOC 2 Type 2 Report, ISO27001 or FedRAMP submitted annually after Go-Live in compliance with contract section E.7.e.
6. **Delete RFP #31786-00177 Release #2 in its entirety and replace with RFP #31786-00177 Release #3.** Revisions of the original RFP document are emphasized within the new release. Any sentence or paragraph containing revised or new text is highlighted.
7. **RFP Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.