



STATE OF TENNESSEE
DEPARTMENT OF FINANCE & ADMINISTRATION, BENEFITS ADMINISTRATION

**REQUEST FOR PROPOSALS #31786-00168
AMENDMENT #ONE
FOR POPULATION HEALTH**

DATE: September 14, 2022

RFP #31786-00168 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		September 9, 2022
2. Disability Accommodation Request Deadline	2:00 p.m.	September 15, 2022
3. Pre-response Conference	10:00 a.m.	September 16, 2022
4. Notice of Intent to Respond Deadline	2:00 p.m.	September 19, 2022
5. Written "Questions & Comments" Deadline	2:00 p.m.	September 26, 2022
6. State Response to Written "Questions & Comments"		October 12, 2022
7. Written "Questions & Comments" Deadline ROUND 2	2:00 p.m.	October 26, 2022
8. State Response to Written "Questions & Comments" ROUND 2 *NOTE: Vendors may submit no more than five (5) questions to the State in the 2nd round of Written Questions and Comments.	2:00 p.m.	November 15, 2022
9. Response Deadline	2:00 p.m.	November 29, 2022
10. State Completion of Technical Response Evaluations		January 12, 2023
11. State Schedules Respondent Oral Presentations		January 17-18, 2023
12. Respondent Oral Presentations	9 a.m. - 3:30 p.m.	February 2-6, 2023
13. State Opening & Scoring of Cost Proposals	2:00 p.m.	February 7, 2023

14. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	February 23, 2023
15. End of Open File Period		March 2, 2023
16. State sends contract to Contractor for signature		March 3, 2023
17. Contractor Signature Deadline	2:00 p.m.	March 10, 2023

2. **Delete RFP # 31786-00168, in its entirety, and replace it with RFP # 31786-00168, Release # 2, attached to this amendment.** Revisions of the original RFP document are emphasized within the new release. **Any sentence or paragraph containing revised or new text is highlighted.**
3. **Delete pro forma section A.8.a its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**

A.8 Chronic Condition Management

- a. Unless otherwise directed by the State, the Contractor shall analyze medical and pharmacy claims data to identify and stratify Members who identify as **low**, moderate, **or** high risk and outreach to those who meet these criteria. Members who are low risk may self-enroll. The Contractor shall provide chronic condition management for a minimum of the following conditions:

- (1) asthma;
- (2) hypertension
- (3) chronic-obstructive pulmonary disease (COPD);
- (4) congestive heart failure (CHF);
- (5) coronary artery disease (CAD);
- (6) chronic kidney disease (CKD) 1-3 – specific to Members with diabetes and/or hypertension;
- (7) diabetes; and
- (8) diabetes remission/reversal
- (9) other conditions as approved by the State

4. **Delete Pro Forma Section B in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**

TERM OF CONTRACT:

This Contract shall be effective on **April 1, 2023** (“Effective Date”) and extend for a period of **seventy-five (75) months** after the Effective Date (“Term”). **This provides for nine (9) months of implementation, sixty (60) months of service delivery to members, and six (6) months for reporting runoff.** The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date **or outside of the sixty (60) month service delivery term.**

5. Delete Pro Forma Section C.7. in its entirety and insert the following in its place to correct C.7.c heading (any sentence or paragraph containing revised or new text is highlighted):

C.7. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

Seannalyn Brandmeir, Director of Procurement and Contracts
Finance and Administration, Division of Benefits Administration
William R. Snodgrass TN Tower, 19th Floor
312 Rosa L. Parks Ave.
Nashville, TN 37243
seannalyn.brandmeir@tn.gov

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all the following information (calculations must be extended and totaled correctly):
 - (1) Invoice number (assigned by the Contractor);
 - (2) Invoice date;
 - (3) Contract number (assigned by the State);
 - (4) Customer account name: Department of Finance & Administration, Division of Benefits Administration;
 - (5) Customer account number (assigned by the Contractor to the above-referenced Customer);
 - (6) Contractor name;
 - (7) Contractor Tennessee Edison registration ID number;
 - (8) Contractor contact for invoice questions (name, phone, or email);
 - (9) Contractor remittance address;
 - (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
 - (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
 - (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
 - (13) Amount due for each compensable unit of good or service; and
 - (14) Total amount due for the invoice period.
- b. Contractor's invoices shall:
 - (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
 - (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
 - (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
 - (4) Include shipping or delivery charges only as authorized in this Contract.

- c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.7.

6. Delete Pro Forma Section C.13. in its entirety and insert the following in its place to correct C.13.a and C.13.b headings (any sentence or paragraph containing revised or new text is highlighted):

- C.13. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.
- a. The Contractor shall complete, sign, and present to the State the “Authorization Agreement for Automatic Deposit Form” provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
 - b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor’s Federal Employer Identification Number or Social Security Number referenced in the Contractor’s Edison registration information.

7. Delete Pro Forma Contract D.23. in its entirety and insert the following in its place to correct D.23.a, D.23.b, D.23.c, and D.23.d headings (any sentence or paragraph containing revised or new text is highlighted):

- D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections

a-d.

8. **Delete Pro Forma Contract E.7.e. in its entirety and insert the following in its place to correct E.7.e heading (any sentence or paragraph containing revised or new text is highlighted):**

e. The Contractor and any Subcontractor used by the Contractor to host State data, including data center contractors, shall be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants (“AICPA”) for a System and Organization Controls for service organizations (“SOC”) 2 Type II audit. The State shall approve the SOC audit control objectives shall include all five trust services principles. The Contractor shall provide the State with the Contractor’s and Subcontractor’s annual audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor in addition to periodic bridge reports as requested by the State, see Contract Attachment D, Item 11. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor and Subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor’s opinion in the most recent audit report.

No additional funding shall be allocated for these audits as they are included in the Maximum Liability of this Contract.

9. **Delete Pro Forma Contract Attachment C in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**

CONTRACT ATTACHMENT C

Service Level Agreement (SLA) **Scorecard**

Below is the SLA Scorecard and associated KPIs used to measure the Contractor’s performance against the desired outcomes. KPIs shall be evaluated, scored, and reconciled via the SLA Scorecard with relevant documentation. Contractor must submit the SLA Scorecard for each KPI at the frequency listed (e.g. quarterly, annually) documenting the Contractor’s outcome for each KPI during that time period. The State will provide the required reporting format during implementation.

Based on the scores, the State will determine, and may assess, any At-Risk Performance Payments. Amounts due will be a percentage of administration fees earned during the time period the KPI was measured. See Table A below.

It is agreed by the State and the Contractor that any At-Risk Performance Payment assessed by the State shall be due and payable to the State within forty-five (45) calendar days after Contractor receipt of the Invoice containing an assessment of fees at risk. If payment is not made by the due date, the At-Risk Performance Payment amount may be withheld from future payments by the State without further notice.

SLA Scorecard Table A

KPI	Description	Performance Requirement	Rating Scale	Points Awarded Based on Rating
Quarterly				
1. ASA	The Contractor's call center shall maintain a monthly ASA average of 30 seconds or less, as required in Contract Section A.13.I.(1).	30 seconds or less	30 seconds or less	10
			30.1-35 seconds	8
			35.1-40 seconds	6
			40.1-45	4
			>45 seconds	0
2. First Call Resolution	The Contractor's call center shall maintain an average First Call Resolution rate of eighty-five percent (85%) or greater as required in Contract Section A.13.I.(4).	85% or greater	85% or greater	10
			83% - 84.9%	8
			81%-82.9%	6
			79-80.9%	4
			Less than 79%	0
3.Enrollment Posting	One hundred percent (100%) of electronically retrieved enrollment files processed within two (2) Business Days of receipt of the weekly file as required in Contract Section A.21.e.(2).	100%	100%	10
			98.0-99.9%	8
			96.0-97.9%	6
			94.0-95.9	4
			Less than 94%	0
4. DSS Data Submission	Commencing with the first month after the data is available and each month thereafter, the Contractor shall submit all completed biometric screening information records to the State's DSS contractor no later than fifteen (15) days following the end of each calendar month as required in Contract Section A.21.h.(1).	No later than fifteen (15) days following the end of each calendar month.	On time	10
			1 day late	8
			2 days late	6
			3 days late	4
			More than 3 days late	0
5. DSS Data Quality	As measured by the State's DSS contractor, the Contractor's data submission to said contractor shall meet the following Data Quality Indicators (DQIs). See Contract Section A.21.h.(2). a. Gender: Data missing for <= (less than or equal to) .5% of records b. Social Security Number or other personal identifier(s) as directed by the State: Data missing for <= (less than or equal to) .5% of records c. Date of Birth: Data missing for <= .5% of records d. Initial Date of Service: Data missing for <= .5% of records e. Current Date of Service: Data missing for <= .5% of records	100%	100% (5 clean DQIs)	10
			80% (4 clean DQIs)	8
			60% (3 clean DQIs)	6
			40% (2 clean DQIs)	4
			20% (1 clean DQIs)	2
			0% (0 clean DQIs)	0
6. Reporting (which includes weekly, monthly, and quarterly reports)	The Contractor shall distribute to the State all reports required in the Contract within the time frame and in the format specified in the Contract as required in	100%	100%	10
			75-99.9%	8
			62.5-74.9%	6
			50-62.4%	4

	Contract Section A.22.d.		Less than 49.9%	0
Total Quarterly Points Available				60
Total Quarterly Points Achieved				# TBD
Quarterly Score (Total Quarterly Points Achieved / Total Quarterly Points Available)				% TBD
At-Risk Performance Payment Due Quarterly score determines at risk performance payment % (See Table A) Payment due = reporting quarter's total admin. fees * at risk performance payment %				\$TBD
Annual				
7. Annual Reporting	The Contractor shall distribute to the State all reports required in the Contract within the time frame and in the format specified in the Contract as required in Contract Section A.22.d	100%	100%	10
			83-99.9%	8
			66-82.9%	6
			50%-65.9%	4
			Less than 49.9%	0
8. Member Satisfaction Survey	The level of overall member satisfaction, as measured annually through the member satisfaction survey, shall be equal to or greater than eighty-five percent (85%) in the first year of the Contract, and shall be equal to or greater than ninety percent (90%) in all subsequent year(s) within the contract term as required in Contract Section A.16.s	85% year 1 of contract	85% or greater	10
			83-84.9%	8
			81-82.9%	6
			79-80.9%	4
			Less than 79%	0
		90% in years 2-4 of contract	90% or greater	10
			88-89.9%	8
			86-87.9%	6
			84-85.9%	4
	Less than 84%	0		
Total Annual Points Available				10
Total Annual Points Achieved				# TBD
Annual Score (Total Annual Points Achieved / Total Annual Points Available)				% TBD
At-Risk Performance Payment Due Annual score determines at risk performance payment % – See Table A Payment due = (total annual admin. fees * at risk performance payment %)*13%				\$TBD

SLA At Risk Performance Payment for Table A	
Score	At Risk Performance Payment %
90% or greater	0% of Administration Fees for the time period measured
85-89.9%	.50% of Administration Fees for the time period measured
80-84.9%	1% of Administration Fees for the time period measured
75-79.9%	1.5% of Administration Fees for the time period measured
71-74.9%	2% of Administration Fees for the time period measured
70% or below	3% of Administration Fees for the time period measured

Timeline applies to all chronic condition management program KPIs in Table B

Year 1 - 2024	Year 2 - 2025	Year 3 - 2026	Year 4 - 2027	Year 5 - 2028
No measurement for year 1. Establishing baseline to measure against 2025 program year. Calculated in Q2 2025 using 2024 program data.	Year 2 program measured against 2024 baseline. Calculated in Q2 2026. New baseline established for measurement against year 3.	Year 3 program measured against 2025 baseline. Calculated in Q2 2027. New baseline established for measurement against year 4.	Year 4 program measured against 2026 baseline. Calculated in Q2 2028. New baseline established for measurement against year 5.	Year 5 program measured against 2027 baseline. Calculated in Q2 2029.

Chronic Condition Management Program Performance Table B				
KPI	Description	Performance Requirement	Rating Scale	
1.	Kidney Health evaluation for members with diabetes ¹	Percentage of members aged 18-75 years with a diagnosis of diabetes (type 1 and type 2) who received a kidney health evaluation defined by an estimated glomerular filtration rate (eGFR) AND a urine albumin-creatinine ratio (uACR).	Maintain or improve from the prior year's baseline.	Met
				Not Met
2.	Hemoglobin A1c control for members with diabetes ¹	Percentage of members aged 18-75 years with a diagnosis of diabetes (type 1 and type 2) who had at least one non-zero HbA1c lab result record during the measurement year and the most recent result value was less than eight percent (8%).	Maintain or improve from the prior year's baseline	Met
				Not Met
3.	Diabetes BP control <140/90 ¹	Percentage of members aged 18-75 years with a diagnosis of diabetes (type 1 and type 2) who had a blood pressure during the measurement year and the most recent result value was less than <140/90.	Maintain or improve from the prior year's baseline	Met
				Not Met
4.	Controlling High Blood Pressure <140/90 ¹	Percentage of members aged 18-75 years who had a diagnosis of hypertension (HTN) and whose blood pressure (BP) was adequately controlled (<140/90 mm Hg) during the measurement year. Note: BP reading must be the latest performed within the measurement year.	Maintain or improve from the prior year's baseline	Met
				Not Met

Chronic Condition Management Program Performance Table B				
KPI		Description	Performance Requirement	Rating Scale
5.	Medication Adherence for hypertension ¹	Percentage of members aged 18-75 years with a prescription for hypertension (HTN) medications who fill their prescription often enough to cover 80% or more of the time they are supposed to be taking their prescribed drug therapy for Renin-angiotensin system (RAS) antagonists: <ul style="list-style-type: none"> • Angiotensin converting enzyme (ACE) inhibitors • Angiotensin II receptor blockers (ARBs) • Direct renin inhibitors 	Maintain or improve from the prior year's baseline	Met
				Not Met

¹ If the program participation for any of the above KPIs falls below a statistically valid level, as determined by the State, the program performance payment will not apply in that calendar year.

Program Performance Payment for Table B	
Annual Score	Program Performance Payment
Missed 1 target measurement	Refund 1% of chronic condition fees for the impacted condition management program for that program year
Missed 2 target measurements	Refund 1.5% of chronic condition fees for the impacted condition management program(s) for that program year
Missed 3 target measurements	Refund 2% of chronic condition fees for the impacted condition management program(s) for that program year
Missed 4 target measurements	Refund 2.5% of chronic condition fees for the impacted condition management program(s) for that program year
Missed 5 target measurements	Refund 3% of chronic condition fees for the impacted condition management program(s) for that program year