

STATE OF TENNESSEE FINANCE & ADMINISTRATION, BENEFITS ADMINISTRATION

REQUEST FOR PROPOSALS # 31786-00166 AMENDMENT #THREE FOR VISION INSURANCE

DATE: January 18, 2022

RFP # 31786-00166 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		November 16, 2021
2.	Disability Accommodation Request Deadline	2:00 p.m.	November 19, 2021
3.	Pre-response Conference	11 a.m.	November 22, 2021
4.	Notice of Intent to Respond Deadline	2:00 p.m.	November 23, 2021
5.	Written "Questions & Comments" Deadline	2:00 p.m.	December 1, 2021
6.	State Response to Written "Questions & Comments"		December 21, 2021
7.	Written "Questions & Comments" Round 2 Deadline*	2:00 p.m.	January 7, 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.		January 18, 2022
9.	Response Deadline	2:00 p.m.	January 28, 2022
10.	State Completion of Technical Response Evaluations		February 16, 2022
11.	State Opening & Scoring of Cost Proposals	2:00 p.m.	February 17, 2022
12.	State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	February 24, 2022
13.	End of Open File Period		March 3, 2022
14.	State sends contract to Contractor for signature		March 4, 2022

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	PAGE #	QUESTION / COMMENT	STATE RESPONSE
	1.	Is a respondent required to have a business relationship with a enterprise owned by a minority, women, service disabled veterans or persons with disabilities in the state of Tennessee? Or can the respondent have the aforementioned relationship in other states they have business?	The State does not require a business relationship with an enterprise owned by a minority, woman, service-disabled veteran or persons with disabilities. The respondent can have relationships outside of the state of Tennessee. If the diversity business is certified in another state as such, the state of Tennessee can perform a "Reciprocal" certification.
RFP Section B.15	2.	If we submit our proposal response using the digital media submission option, can our references email their completed reference questionnaire to the State's contacts?	Yes. The email process is listed in B.15 and the email addresses are listed on the Reference Questionnaire form.
RFP Section B.15	3.	Please confirm you are requesting for three current client references to be submitted.	No, the State is requesting up to five (5) references. As stated in RFP Section B, question 15: Provide customer references from individuals who are not current or former State employees for projects similar to the goods or services sought under this RFP and which represent:
			 two (2) accounts Respondent currently services that are similar in size to the State; and three (3) completed projects.
Section A.7.	4.	Will State require Welcome Kits to be mailed annually to members, or for initial go-live and upon request thereafter?	The Welcome Kit shall be mailed to all subscribers prior to the contract go-live and thereafter, to new subscribers as they enroll for the next plan year or a date within the current plan year.
Section A.11	5.	Per our Legal team, section A.11(a) of the proposed contract is unclear. Can the State	Contract Section A.11.a. is a technical requirement that all

	RFP ECTIONPAGE #QUESTION / COMMENT		STATE RESPONSE		
		further clarify this section? Per Legal, due to HIPAA restrictions, employees/subscribers will not be able to access claims information of spouses or other dependents age 18 or older.	information (enrollment, claims, etc.) in the Contractor's database shall be linked together by the subscriber and all family members. The terms "search, retrieval, and analysis of related activities" refers to internal plan administration functions and does not speak to the issue of member access to the records of adult dependents.		
Section C.1	6.	Multiple sections of the Contract (e.g., Section D.17 and Section D.18) reference the defined term "Maximum Liability". However, the definition of "Maximum Liability" in Section C.1 (Maximum Liability) does not specify a dollar amount, but rather includes a placeholder for the amount to be filled in. What is the "Maximum Liability" dollar amount?	The maximum liability is calculated by the awarded cost proposal and a projection of our enrollment numbers for the term of the contract. The State will add this information to the pro forma contract before it is sent for the Contractor's signature.		
Section C.7.	7.	Reconciliation of Payment: Is the State able to provide a member level detail that provides full member name, member id, and amount being paid on a monthly basis that matches to the penny to the amounts that are going to be remitted; will the amounts remitted be monthly premiums or will they be a deduction amount such as biweekly that matches the State's payroll deductions; if the State is unable to provide us a roster, is the State willing to accept a quarterly or yearly reconciliation versus a monthly reconciliation?	The State will not be able to provide a monthly roster of subscribers for whom premiums were deducted and paid with corresponding deduction amounts. The premium collections should match the anticipated collections per the Contractor's database of enrollments previously provided by the State. The Contractor should conduct this type of reconciliation each month. No report is due to the State if the Contractor's reconciliation is within acceptable differential tolerances. As stated in pro forma contract Section C.7, should the Contractor believe the collection amount remitted by the State for a month is significantly different than the anticipated collection, the Contractor will be expected to notify the State and request assistance in reconciling the matter. The premium collections remitted by the State will be on a monthly basis.		
Section D.7.	8.	Will the State revise Section D.7 to read as follows?	The State will not agree with this revision.		

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		"Assignment and Subcontracting. The Contractor shall not assign this Contract in whole or in part without the prior written approval of the State, except that the Contractor may assign this Contract to an Affiliate, any successor-in-interest to all or substantially all of its business, or to any individual or entity that acquires that portion of the assets of the Contractor that relate to this Contract. Notwithstanding any use of subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request reasonable additional information before approving an assignment of this Contract in whole or in part. The State shall not unreasonably withhold approval."	
		Note that the Contractor accepts responsibility for its subcontractors' compliance with all terms and conditions of this Contract, eliminating the need for the State's approval of Contractor's subcontractors.	
Section D.19	9.	Will the State add the following provision at the end of Section D.19 (Hold Harmless)?	The State will not agree with this revision.
		"Notwithstanding anything herein to the contrary, the Contractor's Network Providers shall not be considered subcontractors under this Contract and the Contractor shall have no liability and no obligation under this Contract, including, without limitation, this Hold Harmless provision for the acts, errors, misconduct, mistakes, omissions, work or services of such Network Providers arising out of or resulting from performance in connection with this Contract."	
		Note that the Contractor is responsible under the Contract for providing and administering the Provider Network. However, the Contractor is not responsible for liabilities arising out of vision services provided by Network Providers.	
Section D.27 and D.30	10.	Will the State revise Section D.27 and Section D.30 to read as follows?	The State will not agree with this revision.
		D.27 "Entire Agreement. This Contract together with the insurance policy for insurance benefits issued in furtherance of the Contract, contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations,	

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		and agreements between the Parties, whether written or oral. Notwithstanding anything herein to the contrary, to the extent a provision of this Contract (including all attachments) conflicts with a term of the insurance policy, the provision of the insurance policy shall govern."	
		D.30	
		"Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a conflict, discrepancy or ambiguity regarding duties, responsibilities, performance or otherwise under this Contract, these items shall govern in order of precedence below:	
		a. the Insurance Policy for insurance benefits issued in furtherance of the Contract;	
		b. any amendment to this Contract, with the latter in time controlling over any earlier amendments;	
		c. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes:	
		i. Contract Attachment A Attestation Re Personnel Used in Contract Performance;	
		ii. Contract Attachment B Performance Guarantees and Liquidated Damages;	
		iii. Contract Attachment C Service Level Agreement Scorecard;	
		iv. Contract Attachment D Reporting Requirements; and	
		v. Contract Attachment E Vision Insurance Minimum Benefit Provisions;	
		vi. Contract Attachment F HIPAA Business Associate Agreement;	
		vii. Contractor's group Master Policy; and	
		viii. Contractor's group Certificates of Coverage.	
		d. any clarifications of or addenda to the Contractor's proposal seeking this Contract;	

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		 e. the State solicitation, as may be amended, requesting responses in competition for this Contract; f. any technical specifications provided to proposers during the procurement process to award this Contract; g. the Contractor's response seeking this Contract; and h. any Contractor rules or policies contained in insurance policy filings by the Contractor with State regulators." 	
Contract Attachments B & C. Performance Guarantees, Liquidated Damages, and Service Level Agreement	11.	 We are proposing the following changes to the State's Contract Attachments B & C. Are these acceptable to the State? Network Access: We agree with this guarantee with the exception that we are agreeing to an access standard that at least 75% of rural members will have access to 1 ophthalmologist within 25 miles. 	• The State agrees to revise the Network Access requirement for ophthalmologist to 75% of rural members and change the access mileage to within 30 miles for rural members. Please see amendment items #3,4, and 5 below.
		 Mailing of ongoing ID cards: We agree all (100%) of member ID cards will be produced and mailed within 4 business days of successful eligibility file load. For implementation of new groups at the beginning of a calendar year, ID cards will be produced and mailed within 8 business days of successful eligibility file load. Reporting: We agree with the exception that we can provide the quarterly Liquidated Damages and SLA report 45 days after the end of the quarter. 	 The State will not agree with this revision. The State will not agree with this revision.
	12.	We will not be able to meet the performance guarantee around access to ophthalmologists. Please let me know if this will be a disqualifying item for the rfp.	RFP Attachment 6.1 requires a responding company to sign the certification and assurances which including item #2 which states: The Respondent will provide all services as defined in

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
			the Scope of the RFP Attachment 6.6., Pro Forma Contract for the total Contract Term.
Contract Attachment E	13.	We aren't able to match the current low vision INN benefit. Is it acceptable to the State if we provide an alternative or will this item disqualify us from the rfp process?	The State will not agree with this revision. RFP Attachment 6.1 requires a responding company to sign the certification and assurances which including item #2 which states: The Respondent will provide all services as defined in the Scope of the RFP Attachment 6.6., Pro Forma Contract for the total Contract Term."
Contact Attachment F. Business Associate Agreement (BAA)	14.	As a covered entity under a fully insured arrangement, we typically do not execute a BAA. We are willing to execute the State's BAA with some clarifications and redlines. Is this acceptable to the State?	The State can respond to comments about language in the BAA during the public comment period but cannot commit to renegotiating the BAA or any contract language after the Questions and Comments period of the RFP process or in the future (including accepting clarifications and redlines proposed by the successful proposer).
Contract Attachment F (HIPAA Business Associate Agreement; Compliance with Privacy and Security Rules (also referenced in Section E.7.a.6)	15.	Will the State eliminate the requirement for execution by Contractor of a Business Associate Agreement (BAA)? Note that Contractor is administering product covered under a fully insured plan. As Contractor is providing administrative services on behalf of the insurance carrier (the Covered Entity), and not on behalf of the employer group, a BAA is not appropriate here. The insurance carrier is a separate covered entity and accordingly, a BAA between the State and Contractor is not required under HIPAA.	The State will not withdraw the requirement of a Business Associate Agreement.

3. Delete RFP Section D.8 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

							-	
D.8.	Statewide Pro	ovider Netwo	rk Accessibili	ty Analysis:				
	network to be Analytics Pro participating TENNESSEE Appendix 7.3 for TENNESS	r the respondent's currently established Tennessee statewide twork to be used for this contract, conduct and submit the Quest alytics Provider Accessibility Analysis for your current rticipating (a) Optometrists and (b) Ophthalmologists in NNESSEE ONLY , as required in Appendix 7.2 and illustrated in pendix 7.3 and using the State's total eligibility population data TENNESSEE ONLY provided on the tab labeled 'TN ZIP des Geocoded 2021.3' in Appendix 7.4.						
	Fill out the tal provided as p			esults of the Quonse.	uest report			
	ZIP Codes G classification the Quest re	eocoded202 ns listed (url port. The Zl	20' in Append ban, suburba P code list, r	its in the tab l dix 7.4 and the an, rural) whe nember eligib e Respondent	e n running vility totals,			
	Information b Quest Analyti			mation provide	ed in the			
	"Network Pro Ophthalmolog Ophthalmolog and in force of	INITION: For the purpose of this accessibility analysis, work Provider" ("In-Network Optometrist" or "In-Network thalmologist") shall be defined as any Optometrist or thalmologist who is currently operating under a fully executed in force contract for participation as a Provider in the bondent's Vision Plan to be used for this Contract.					25	
	ZIP Code Class	Eligible Population	*Number of Eligible Individuals with	*Percentage of Eligible Individuals with Access	Contract Requirement for Network Access %			
	All Eligible	214,142	Access	With Access	Eligible			
	Individuals							
	Urban	6,013			2 providers or locations within 10 miles for 95% of members			
	Suburban	34,265			2 providers or locations within 15 miles for 95% of members			
	Rural	173,864			1 provider within 20 miles for			

ZIP Code Clas	SS	*Avg. Distance t Optometrists	Requi	rement for ork Access	
All Eligible I	ndividuals				
214,142 Urban 6,013				viders or	
			miles		
Suburban 34,265				viders or ons within 15	
Rural 173,864			1 prov 20 mi	vider within les	
Ophthalmolo	ogists				
ZIP Code Class	Eligible Populatio	*Number of Eligible Individuals with Access	*Percenta ge of Eligible Individuals with Access	Contract Requirement for Network Access % Eligible	
All Eligible	214,142		ALLESS		
Individuals	0.040				
Urban	6,013			1 provider within 15 miles for 95% of members	
Suburban	34,265			1 provider within 20 miles for 95% of members	
Rural	173,864			1 provider within 30 miles for 75% of members	
		*4			
ZIP Code Clas		*Avg. Distance to Ophthalmologists		ement for rk Access	
All Eligible Individuals 214,142					
Urban 6,013			miles	der within 15	
Suburban 34,265			miles	der within 20	
Rural 173,864			1 provi miles	der within <mark>30</mark>	

4. Delete Pro forma Contract Section A.3.b. in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

b. The Contractor's Provider network shall meet, at a minimum, the geographic access standards for Members residing **within the State of Tennessee** specified in Contract Attachment B, Liquidated Damages, item #6 Network Access and below. The Contractor

shall provide a quarterly Accessibility Analysis report demonstrating compliance with the minimum standards below.

Provider Type	Access Standard			
	Urban 2 providers or locations within 10 miles for 95% of Members			
In-Network Optometrist	Suburban 2 providers or locations within 15 miles for 95% of Members			
	Rural 1 provider within 20 miles for 95% of Members			
	Urban 1 provider within 15 miles for 95% of Members			
In-Network	Suburban 1 provider within 20 miles for 95% of Members			
Ophthalmologist	Rural 1 provider within 30 miles for 75% of Members			
	Urban 1 provider within 20 miles for 95% of Members			
In-Network Retailer of	Suburban 1 provider within 25 miles for 95% of Members			
Eye Wear	Rural 1 provider within 30 miles for 90% of Members			

(Classification of geographic areas shall be as defined by the Quest or comparable report system.) The State shall review network accessibility and shall inform the Contractor, In Writing, of any deficiencies it identifies which deny reasonable access to vision care. The Contractor shall respond to the State, In Writing, as to the action it intends to take to correct said deficiencies.

5. Delete Pro forma Contract, Attachment B Item #6 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

6. Network Access							
	Guarantee	As required in Contract Section A.3.b., the Contractor shall maintain a network of Providers to provide the covered services that meet the following access standards using a Quest or comparable report:					
		In-Network Op	tometrist for Members with	Tennessee ZIP Codes			
		Access standard	Percentage	Measure			
		Urban area	at least ninety-five percent (95%) of Members	2 providers or locations within 10 miles			
		Suburban area	at least ninety-five percent (95%) of Members	2 providers or locations within 15 miles			
		Rural area	at least ninety-five percent (95%) of Members	1 provider within 20 miles			
		In-Network Ophthalmologist for Members with Tennessee ZIF					
		Access standard	Percentage	Measure			
		Urban area	at least ninety-five percent (95%) of Members	1 provider within 15 miles			
		Suburban area	at least ninety-five percent (95%) of Members	1 provider within 20 miles			
		Rural area	at least <mark>seventy</mark> -five percent (<mark>75%)</mark> of Members	1 provider within <mark>30</mark> miles			
		In-Network Retailer	of Eye Wear for Members	with Tennessee ZIP Codes			

	Access standard	Percentage	Measure		
	Urban area	at least ninety-five percent (95%) of Members	1 provider within 20 miles		
	Suburban area	at least ninety-five percent (95%) of Members	1 provider within 25 miles		
	Rural area	at least ninety percent (90%) of Members	1 provider within 30 miles		
Assessment		10,000) per quarter for each dards listed above are me	n standard missed until such st.		
Justification	The Contract requires minimum access standards and without these, Members do not have access to vision providers within the access standards and therefore the potential to go without vision care and increased financial hardship. This assessment and amount take into account the State's increased staff time for Member inquiries, resolution of additional Member issues, and increased legislative inquiries.				
Measurement	Assessed, reported and reconciled quarterly using the Quest or comparable report provided by the Contractor.				

6. Delete Pro forma Contract, Attachment E in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

Unless otherwise approved by the State, the Contractor shall provide the following benefits as of the benefit go-live date specified in Contract Section A.1. Enhanced, additional, or subsequently modified benefits may be provided by the Contractor for the Members upon approval by the State with no premium costs other than those specified in Contract Section C.3. Complete benefit details shall be described in the Contractor's Certificate of Coverage as approved by the State.

	Basic Plan & Expanded Plan			
Vision Exam	Once every calendar year			
Retinal Imaging	Once every calendar year			
Low Vision – Comprehensive Evaluation	Once every 60 months			
Low Vision – Follow-up Visit	Four visits every 60 months			
Eyeglass Lenses	Once every calendar year			
Frames – Basic Plan	Once every two (2) calendar years			
Frames – Expanded Plan	Once every calendar year			
Contact Lenses	Once every calendar year (in lieu of eyeglass lenses and/or frames)			

Frequency plan design:

Covered Services	Basic Plan (INN – In-Network, OON – Out-of-Network)		Expanded Plan (INN – In-Network OON – Out-of-Network)	
	INN	OON	INN	OON
Exam with Dilation as	\$10 copay	\$35	\$0 copay	\$50
Necessary		Reimbursement		Reimbursement
Retinal Imaging	\$39 copay	Not Covered	\$0 copay	Not covered
Low Vision –	\$300 allowance	\$300 allowance	\$300 allowance	\$300 allowance
Comprehensive	(with approval)	(with approval)	(with approval)	(with approval)

Covered Services	Basic Plan (INN – In-Network, OON – Out-of-Network)		Expanded Plan (INN – In-Network, OON – Out-of-Network)	
	INN	OOŃ	INN	OÓN
Evaluation				
Low Vision – Follow- up Visit	\$100 allowance	\$100 allowance	\$100 allowance	\$100 allowance
Contact Lens Fit and F	ollow-up:	L		ł
Standard	\$40 copay	Not Covered	\$35 copay	Not covered
Premium	\$50 copay	Not Covered	\$45 copay	Not covered
Frames	\$105 allowance	\$55 reimbursement for frames and lenses combined	\$150 allowance	\$75 Reimbursement
Standard Lenses:		1	_	
Single Vision	\$20 copay	\$55 reimbursement for frames and lenses combined	\$15 copay	\$30 Reimbursement
Bifocal	\$20 copay	\$55 reimbursement for frames and lenses combined	\$15 copay	\$45 Reimbursement
Trifocal	\$20 copay	\$55 reimbursement for frames and lenses combined	\$15 copay	\$55 Reimbursement
Lenticular	\$20 copay	\$55 reimbursement for frames and lenses combined	\$15 copay	\$90 Reimbursement
Standard Progressive	\$90 copay	\$55 reimbursement	\$50 copay	\$55 Reimbursement
Premium Progressive L	enses			
Tier 1	\$110 copay	\$55 reimbursement	\$85 copay	\$55 Reimbursement
Tier 2	\$140 copay	\$55 reimbursement	\$110 copay	\$55 Reimbursement
Tier 3	\$200 copay	\$55 reimbursement	\$150 copay	\$55 Reimbursement
Tier 4 (if available/applicable) Lens Options:	\$225 copay	\$55 reimbursement	\$175 copay	\$55 Reimbursement
UV Treatment	\$15 copay	Not Covered	\$15 copay	\$10 Reimbursement
Tint (Solid or Gradient)	\$15 copay	Not Covered	\$15 copay	\$10 Reimbursement
Standard Plastic Scratch Coating	\$15 copay	Not Covered	\$15 copay	\$10 Reimbursement
Standard Polycarbonate-Adults	\$40 copay	Not Covered	\$40 copay	\$10 Reimbursement
Standard Polycarbonate-Kids under 19	\$0 copay	Not Covered	\$0 copay	\$10 Reimbursement
Standard Anti-	\$50 copay	Not Covered	\$50 copay	Not covered

Covered Services	Basic Plan (INN – In-Network, OON – Out-of-Network)		Expanded Plan (INN – In-Network, OON – Out-of-Network)			
	INN	OON	INN	OON		
Reflective Coating						
Premium Anti-Reflective Coating						
Tier 1	\$70 copay	Not Covered	\$70 copay	Not covered		
Tier 2	\$85 copay	Not Covered	\$85 copay	Not covered		
Tier 3	\$120 copay	Not Covered	\$120 copay	Not covered		
Plastic	\$75 copay	Not Covered	\$50 copay	Not covered		
Photosensitive						
Polarized	\$90 copay	Not Covered	\$75 copay	Not covered		
Contact Lenses:						
Conventional	\$105 allowance	\$30	\$150 allowance	\$55		
		Reimbursement		Reimbursement		
Disposable	\$105 allowance	\$30	\$150 allowance	\$55		
		Reimbursement		Reimbursement		
Medically Necessary*	\$155 allowance	\$80	\$0 copay	\$210		
		Reimbursement		reimbursement		

*If medically necessary as first contact lenses following cataract surgery, or multiple pairs of rigid contact lenses for treatment of keratoconus.

9. Add the following as RFP Appendices and renumber any subsequent sections as necessary:

REVISED: Appendix 7.2 REVISED Quest Analytics Access Report Instructions Appendix 7.3. REVISED Sample Quest Analytics Analysis Report

- 10. Delete RFP #31786-00166 in its entirety, and replace with RFP #31786-00166, 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.
- 11. <u>RFP Amendment Effective Date</u>. 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.