



STATE OF TENNESSEE  
FINANCE & ADMINISTRATION, BENEFITS ADMINISTRATION

**REQUEST FOR PROPOSALS # 31786-00159  
AMENDMENT # ONE FOR DPPO SERVICES**

DATE: January 5, 2021

RFP # 31786-00159 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. RFPs Issued		November 18, 2020
2. Disability Accommodation Request Deadline	2:00 p.m.	November 21, 2020
3. Pre-response Conference	10:00 a.m.	November 24, 2020
4. Notice of Intent to Respond Deadline	2:00 p.m.	November 25, 2020
5. Written "Questions & Comments" Deadline	12:00 p.m.	December 3, 2020
6. State Response to Written "Questions & Comments"		January 5, 2021
7. Response Deadline	4:30 p.m.	January 15, 2021
8. State Completion of Technical Response Evaluations		February 5, 2021
9. State Opening & Scoring of Cost Proposals		February 8, 2021
10. State Notice of Intent to Award Released		February 25, 2021
11. RFP Files Opened for Public Inspection		February 25, 2021
12. End of Open File Period		March 5, 2021
13. State sends contract to Contractor for signature		March 8, 2021
14. Contractor Signature Deadline		March 12, 2021

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. Please provide full census including group (Local Ed, Gov, & State), benefit plan (Active & Retiree), gender, date of birth, tier enrollment, and zip codes for each enrolled employee.	See new Appendix 7.11 for this information.
		2. Please provide claims paid per month split by group (Local Ed, Gov, & State) and benefit plan (Active & Retiree).	See the revised Appendix 7.9 for this data.
Appendix 7.7 and Attachment 6.3		3. Please confirm that if a vendor assumes access based on have multiple networks used in Appendix 7.7 (network provider disruption), the vendor must also provide a separate Attachment 6.3 reflecting the different average contracted MAC fees for each network.	Not confirmed. Only one cost proposal (Attachment 6.3) should be submitted. Respondents offering access to multiple networks should factor in all fee schedules for all networks when developing the Current Weighted Average Fee. The example in Attachment 6.3 shows four different schedules, however, Respondents should include all the different schedules making up the proposed network.
		4. Will you allow vendors to propose benefits that are better than or “richer than” the current benefits if the vendor specifically identifies the benefit that has been increased?	No. The covered percentages, deductibles, maximum benefits, and waiting periods must remain as listed in Contract Attachment F. However, if after contract award the winning Respondent wants to offer better or richer benefits than described in the Description of Covered Services, these may be submitted to the State for review and possible approval. Any enhanced benefits approved by the state shall not result in any premium increase for members.
RFP Section 4.4	13	5. Would rental networks be construed as Subcontractors subject to the disclosure and approval provision outlined on page 13, section 4.4 of the RFP?	Yes, and they should be identified as required in RFP attachment 6.2, B.14.
		6. In several places, the RFP refers to “2020 contracted fees.” How should Respondents respond if they have used multiple fees during 2020? For example, supposed that a Respondent increased fees on April 1, 2020. Or suppose a provider negotiated a customized schedule on June 1, 2020. Would the State prefer that we use the most recent fees available?	The Respondent should use the most recent fees available.
Appendix 7.9		7. Appendix 7.9 contains claims history through August 2020. Is it possible to get this information separated between actives and retirees?	See the revised Appendix 7.9 for this data. See response to question #2
		8. Is it possible to include enrollment by tier by month for the most recent 12 months for actives and retirees? Also, is it possible to include the age or date of birth of enrollees?	See new Appendix 7.11 for this information. See response to #1

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Appendix 7.1	9.	With the extension of MetLife’s contract to cover 2020, where there any changes in coverages or did the contract remain the same (i.e. Appendix_7.1_Certificate_of_Group_DPPO-MetLife)?	To clarify, The extension of MetLife’s contract was to cover 2021, not 2020, and it did not result in any changes in coverage.
	10.	With the extension of MetLife’s contract to cover 2020, was there an increase in administrative fees for the additional year, or did they remain the same?	To clarify, the extension of MetLife’s contract was to cover 2021, not 2020. There are no administrative fees paid on this contract, only premium rates. The rates did not change from 2020 to 2021.
	11.	Please clarify if there is a participation goal for doing business with minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises? If so, please confirm the targeted percentage amount.	The State has an average goal of 10% in any combination of minority, women, service-disabled veterans, persons with disabilities or small businesses. To be valid, they must be certified in the Governor’s Office of Diversity Business Enterprise. Businesses certified with other entities or states can be certified in Tennessee as a Reciprocal certification.
	12.	Are respondents able to obtain bonus point for doing business with minorities, women, service-disabled veterans, persons with disabilities, and small business enterprises, in support of this RFP? If so, please clarify how this question will be evaluated?	There are no specific bonus points. The diversity section is included in an over-all point evaluation in the “B” section – General Qualifications and Experience.
Appendices 7.9 and 7.10	13.	<p>Regarding the experience information provided, I have a question and a request:</p> <p>A. Please confirm that the “pass through payment” on Appendix 7.10 consist solely of premium. IF not, what other types of payments are included.</p> <p>B. Please provide the monthly paid claims shown on Appendix 7.9 split between Active and Retirees</p>	<p>A. Confirmed. The “pass through” pricing on Appendix 7.10 consists solely of premiums.</p> <p>B. See the revised Appendix 7.9 for this data.</p>
Appendix 7.2	14.	<p>Regarding current Enrollment</p> <p>A. The total Retiree enrollment reported in Appendix 7.2 tab “Enroll Tier &amp; Gender” is substantially less than the total Retiree enrollment displayed on the tabs “Enrolled Retiree Emp by Zip Code” and “Enroll &amp; Prem History”. Please either confirm the current total Retiree enrollment by tier &amp; Gender is accurate or provide the corrected current Retiree Enroll Tier &amp; Gender.</p>	Appendix 7.2 has been updated. Note that “Enrolled Retire Emp by ZIP Code” and “Enrolled Retire Dep by ZIP Code” should be combined to get the total retiree count.

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		<p>15. Regarding census, the spreadsheet provided did not include age information.</p> <p>A. Please provide a census that includes date of birth/age, gender, zip code, and tier election.</p>	<p>See new Appendix 7.11 for this information.</p>
RFP Section D.1 and D.9	32	<p>16. There seems to be a mismatch around which providers to include in which pieces of the analysis. For example, on Page 32, D.1.a., in reference to number of providers and access points we see “Note: Respondents shall not bid an anticipated network or a network that it plans to create for this contract.” However, on Page 35, D.9., in reference to the Quest Analytics Provider Accessibility Analysis we see that the definition of a Network Provider includes providers that have “signed a legally binding letter of agreement with the Respondent to mutually execute the Respondent’s required Provider contract for participation as a General Dentist or Specialist in the State’s DPPO Program, contingent upon the Respondent being awarded a contract pursuant to RFP# 31786-00159.” So, it appears that these contingent providers cannot be counted in the headcount of providers, but they can be counted in the Quest Analysis. Can you confirm that this is the State’s intent? Does this also imply that those providers who have merely signed a contract or letter of agreement with a rental network (as opposed to the Respondent, directly) should not be counted in the Analysis?</p>	<p>The State has updated the language in D.9 and in Appendix 7.3 to clarify our intent of only allowing responses to include currently contracted network providers. Also, see response to question #3.</p>
Attachment 6.2, Section D.5	34	<p>17. Page 34 requests information related to quality, credentialing, and communications practices with respect to network providers. Would providers in rental networks (and not also in the Respondent’s own network) be considered network providers? If so, how would the State look to enforce the contract when the providers in question may not have a direct participation contract with the Respondent?</p>	<p>Yes, providers in rental networks would be considered in-network providers. Even if the Respondent has no contractual relationship with the rental network providers, the State’s contract with the Respondent would hold Respondent accountable to meet all terms of the contract. Therefore, Respondents should carefully assess using any rental network as the Respondent would be held accountable for a rental network’s impact on the program and all contract requirements will apply to rental networks (e.g. accessibility, turnover ratios, etc.). Also see response to #5 and #16.</p>

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Attachment 6.2, Section D.7	34	18. Can you clarify how you are defining "treatment in progress" in question D.7. Should vendors provide a response from the perspective of a change in dental carriers, or if the member elects to go to a different provider under the same carrier?	<p>"Treatment in process" would include any treatment that has not been completed in a single visit (e.g. orthodontia) and is still ongoing when the current provider delivering services terminates participation in the network.</p> <p>Responses should be from the perspective of a member that must go to a different provider under the same carrier because their prior provider has terminated participation in the network, but their treatment has not yet concluded.</p>
Attachment 6.3, Cost Proposal	37	19. Please confirm that no consideration will be provided toward scoring for assumptive savings provided by vendors based on additional in network access from secondary networks, unless said networks are separately included in the assumptions in Attachment 6.3.	No consideration will be provided toward scoring for assumptive savings provided by vendors based on additional in network access from secondary networks unless said networks are included in the assumptions in Attachment 6.3. To further clarify, such information should not be "separately included" as stated in the question. Also, see response to question #3.
RFP Attachment 6.3, Cost Proposal	37	20. Please confirm the "all other" 3 digit zips in Attachment 6.3 to be averaged include 370, 371, 373, 376, 377, 378, 380, 382, 383, 384, and 385. If there are others to be included, please provide.	Tennessee zip codes run from 370-385.
RFP Attachment 6.3, Cost Proposal	37	21. Please confirm that the "average" to be used by vendors in Attachment 6.3 is the mean average, not mode or median average.	The spreadsheet referenced in Attachment 6.3 states <u>weighted average</u> and describes how to calculate it.
RFP Attachment 6.3, Cost Proposal		22. The RFP guidance is for carriers to use the in network weighted average fees per covered code and by zip code in setting a maximum allowed charge by out-of-network providers. It is required that this be recalculated annually. Can you confirm that this same criteria was in place for the years of the claim experience provided? If no, please advise how the out of network allowable had been set during the experience period provided in the RFP.	Not confirmed. These same criteria were not in place for the years of the claim experience provided. The out-of-network allowable was equal to the in-network Maximum Allowable Charge (MAC) during the experience period provided in the RFP. Members were responsible for charges above the MAC charged by out-of-network providers.
RFP Attachment 6.3, Cost Proposal		23. On Attachment 6.3, D8061, D8071, D8081 and D8091 do not appear to be valid service codes. Would the following be acceptable alternatives: D8060 (Interceptive Ortho – Transitional), D8070 (Comprehensive Ortho – Transitional), D8080 (Comprehensive Ortho – Adolescent) and D8090 (Comprehensive Ortho – Adult)?	The data on tabs A.1 through A.5. in Attachment 6.3 have been updated to correct any errors in the codes, the description, the frequency, and the evaluation factor.

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RFP Attachment 6.3, Cost Proposal		<p>24. Please clarify the following codes from attachment 6.3 Cost Proposal Scoring Guide:</p> <ol style="list-style-type: none"> <li>1. D0460 Crown – porcelain fused to noble metal. This does not appear to be the correct code description and is not a code that is typically covered.</li> <li>2. Please confirm the intent for codes D8061, D8071, D8081, and D8091 as these do not appear to be ADA codes.</li> <li>3. Please confirm code D8080 is for comprehensive orthodontic treatment of the adolescent dentition and the intent is for bidders to provide the cost for total case assuming comprehensive course of treatment not to exceed 24 months.</li> </ol>	See response to #23.

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RFP Attachment 6.3, Cost Proposal		<p>25. D8081 code - Confirming that this should be D8080 - comprehensive orthodontic treatment of the adolescent dentition since D8081 does not exist in the CDT list</p> <p>D2391 code - Please confirm code, the CDT description of D2391 is "Resin-Based Composite - One Surface, Posterior"</p> <p>D9222 code – Please confirm code, the CDT description of D9222 is "deep sedation/general anesthesia - first 15 minutes"</p> <p>D9223 code – Please confirm code, the CDT description of D9223 is "deep sedation/general anesthesia - each subsequent 15 minute increment"</p> <p>D8061 code – Confirming that this should be D8060 - interceptive orthodontic treatment of the primary dentition since D8061 does not exist in the CDT list</p> <p>D8081 code - Confirming that this should be D8060 - interceptive orthodontic treatment of the primary dentition since D8061 does not exist in the CDT list</p> <p>D3320 code – Please confirm code, the CDT description of D3320 is "endodontic therapy, premolar tooth (excluding final restoration)"</p> <p>D6010 code – Please confirm code, the CDT description of D6010 is "surgical placement of implant body: endosteal implant"</p> <p>D2930 code – Please confirm code, the CDT description of D2930 is "prefabricated stainless steel crown - primary tooth"</p> <p>D8091 code – Confirming that this should be D8090 - comprehensive orthodontic treatment of the adult dentition since D8091 does not exist in the CDT list</p> <p>D8071 code - Confirming that this should be D8070 - comprehensive orthodontic treatment of the transitional dentition since D8071 does not exist in the CDT list</p> <p>D0460 code – Please confirm code, the CDT description of D0460 is "pulp vitality tests"</p> <p>D3320 code – Please confirm code, the CDT description of D3320 is "endodontic therapy, premolar tooth (excluding final restoration)"</p> <p>D6010 code – Please confirm code, the CDT description of D6010 is only "surgical placement of</p>	See response to #23.

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		<p>implant body: endosteal implant"; D6011 is "second stage implant surgery"</p> <p>D0367 code – Please confirm code, the CDT description of D0367 is "cone beam CT capture and interpretation with field of view of both jaws; with or without cranium"</p> <p>D8091 code – Confirming that this should be D8090 - comprehensive orthodontic treatment of the adult dentition since D8091 does not exist in the CDT list</p> <p>D2330 code – Please confirm code, the CDT description of D2330 is "resin-based composite - one surface, anterior"</p> <p>D6790 code – Please confirm code, the CDT description of D6790 is "retainer crown - full cast high noble metal"</p> <p>D9310 code – Please confirm code, the CDT description of D9310 is "consultation - diagnostic service provided by dentist or physician other than requesting dentist or physician"</p> <p>D9610 code – Please confirm code, the CDT description of D9610 is "therapeutic parenteral drug, single administration"</p> <p>D2930 code – Please confirm code, the CDT description of D2930 is "resin-based composite crown, anterior"</p> <p>D2950 code – Please confirm code, the CDT description of D2950 is "core buildup, including and pins when required"</p>	



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RFP Attachment 6.3, Cost Proposal		26. Given that the employee/retiree is paying the entire premium as well any additional charges at the point of care, how is the State evaluating total cost to the employee/retiree (including point of care and balance billing)? For example, we note that the Out-of-Network benefits (as approximated by Actuarial Value) are roughly 15% - 20% lower than the In-Network benefits. Furthermore, Out-of-Network providers can balance bill their patients. Will there be any recognition given to Contractor's with larger networks paying a significantly richer benefit more often? Clearly this, larger network accrues to the benefit of the member, but it may not flow through to the evaluation. It becomes an issue of predictability, transparency, and member advocacy. The member is ultimately the only source of funds in this program, and shifting more of the total cost to the Premium (i.e. with a larger network) and less of the total cost to member out of pocket at the point of care would result in more transparent benefit delivery.	<p>Through the cost proposal, the State is evaluating member premiums, with the majority of the cost proposal score (75% or 30 of 40 total points) being attributed to the premiums. The State is also evaluating the average expected cost of in-network care to the employee/retiree for the top 75 procedure codes where members will experience cost sharing. These 75 codes account for approximately 94% of total services (excluding Type A, which are covered at 100%). The State's benefit structure is intentionally designed to incentivize in-network utilization.</p> <p>Additionally, beyond the cost proposal, Section D of the Technical Qualifications, which is an assessment of the strength of the Respondent's network, is worth 25 points.</p>
RFP Attachment 6.3, Cost Proposal		27. Attachment 6.3 (Cost Proposal) outlines the method for determining the Current Weighted Average Fee. Step 1 instructs Respondents to multiply "the Respondent's 2020 contracted fee by...." It is possible that some providers normally submit less than the contracted fee. In these cases, we would base the actual payment on the lower, submitted amount. Should we treat this as if it read "the lesser of the Respondent's 2020 contracted fee or the amount actually submitted by...."?	No. Respondents should treat it as if it reads "Multiplying the Respondent's 2020 contracted fee by..."
Attachment 6.4, reference questionnaire documents	38	28. Please confirm that references can highlight and/or provide other formatting methods within Microsoft Word (rather than manually circle) items that require a scale rating, on the required 6.4. Reference Questionnaire documents, since they will be completing and submitting electronically? Is there a formatting method the State would prefer to be used?	<p>The State is fine with any method used to indicate the scoring as long as it is clear for the evaluation team.</p> <p>No, the State does not have a <a href="#">formatting method</a> preference.</p>
A.8.h.		29. In the Pro Forma Contract, A.8.h., it states the contractor must include the State's "ParTNers for Health" color logo on the ID card. Is a black and white logo on the ID cards acceptable?	<p>If there is no other color on the contractor's ID card, then a black and white logo on the ID cards is acceptable. However, if the contractor's ID card is printed in color then the ParTNers logo should be as well. The State has modified the language in A.8.h.</p> <p>See Amendment item #4</p>

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A.17.a and deliverable section		30. In the Pro Forma Contract, A.17.a – Key Deliverables #9 is left blank. Was this intentional?	There is nothing to add to #9. It has been removed and the remaining deliverables have been renumbered. See amendment item #5
		31. Please confirm contractors can offshore certain services, not dedicated specifically to the State contract, but rather general business practices, as long as they follow the guidelines outlined in section 4.4 of the RFP.	The State is only concerned with services provided under this contract, not general book of business of the Contractor. The State does specify certain services and data storage be in the continental United States (see contract Sections A.5.b.(2) and E.8.a(1)).
E.8 Contractor Hosted Services and Confidential Data.		<p>32. (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. <b>The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.</b></p> <p>Highlighted requirement was struck in RFP # 31786-00149 Addendum 3 and replaced with "<b>The contractor shall provide to the State the results of its Penetration Tests and Vulnerability assessments as requested by the State.</b>" <b>Will the language be similarly amended for RFP # 31786-00159?</b></p>	<p>The State agrees to modify the language.</p> <p>See amendment item #6 below</p>

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E.8.a.2		<p>33. 43. With respect to section E.8.a.(2) (page 78), we propose the following revision: "(a) (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption algorithms technologies."</p> <p><i>The State agrees to modify the language.</i></p> <p><i>Please see Amendment item #3 below.</i></p> <p>E.8.a.2 references encryption in transit. We do not necessarily encrypt in transit internally. NIST does not require it. We always meet these standards for encryption in transit externally. Also, at encryption at rest is our standard.</p>	<p>The State agrees to modify the language.</p> <p>See amendment #6 below</p>
Pro Forma, Section E.8.a(4)		<p>34. With respect to section E.8.a.(4) (page 78), we do not permit customers to perform tests and assessments on our environment; however, we will share summary results of internal and 3rd party tests and assessments. Given this fact, we propose the following revision: "The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment."</p> <p><i>The State does not agree to strike the sentence, but we will revise to the following: The contractor shall provide to the State the results of its Penetration Tests and Vulnerability assessments as requested by the State.</i></p> <p><i>Please see Amendment item #4 below.</i></p> <p>We can provide summary pen test results of our external facing dental portal. They appear to want more detailed reports. We will not provide vulnerability reports. Sharing the detail results of these reports could put the data of other customers at risk since it is a multi-tenant env.</p> <p>We will share our policy on Vulnerability Testing</p> <p>We will attest to the fact that we are in compliance with the policy</p>	<p>The State is asking the Contractor to hold these reports and give the State the ability to view them. The State does not intend to keep such reports on our system.</p> <p>The State does not agree to strike the sentence, but we will revise the language. See Amendment item #6 Below.</p>

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Pro Forma, Section E.8.b(1)		<p>35. With respect to section E.8.b(1) (page 79), Vendor has its own policies and standards. It is extremely challenging to agree to a policy that will likely change over time without knowing now, what those future changes may be. If there are specific concerns in this regard, Vendor is willing to discuss and have the State review a summary of its policies, which constitute best practices within our industry.</p> <p><i>The State declines to update the contract language. The State is willing to review the language and the Contractor's policies and standards once the contract is awarded.</i></p> <p>[REDACTED] supports many different customers using a 'common support' approach using a single security policy and standard across the enterprise. Therefore, we cannot commit to aligning with an individual customer's security policies. We must abide by our own Information Security Policies. [REDACTED] agrees with the state's security requirements (<a href="https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html">https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html</a>) in spirit as posted online on 4/21/2020 (Document Version 2.4 – January 29, 2020) and will work with the state to identify mutually satisfactory approaches to ensure the state's sensitive data is secure. As the security landscape is constantly changing, [REDACTED] will partner with the state to assess mutually agreeable changes to the security policy as it may change over time.</p> <p>Examples of where we see differences. This is not an exhaustive list, there are slight differences throughout.</p> <ul style="list-style-type: none"> <li>• State of TN Patch Management schedule (4.5.1.1) does not match [REDACTED]'s patch management requirements. While they do address timeframes for critical and high patching, they do not account for severe, medium and low that our policy addresses. Our patching timeframes seem to be more strict for criticals.</li> <li>• Logon Banner (5.4.2.2) State of TN requires all systems display the State approved logon banner before user is able to log in. [REDACTED] would not use a customer specific logon banner in our multitenant environment.</li> </ul>	<p>The State declines to update the contract language. The State is willing to review the language and the Contractor's policies and standards once the contract is awarded.</p>

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		<ul style="list-style-type: none"> <li>• State of TN Password Management (5.4.3) is inconsistent with [REDACTED]'s 8C.4.01 Password-Based Authentication               <ul style="list-style-type: none"> <li>• TN requires service accounts have 15 character password length. [REDACTED] policy is currently 8 character length.</li> <li>• TN requires one of each: uppercase, lowercase, # and non-alphanumeric. [REDACTED] policy requires 3 of 4 of these categories.</li> </ul> </li> </ul> <p>State of TN Data Classification (6.2.1) requires data be classified as public or confidential and does not match our data classification of Protected (PHI/PII), Confidential and Public.</p>	
	36.	<p>The Contractor <b>and any Subcontractor</b> used by the Contractor to host State data, including data center vendors, 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. The Contractor shall provide the State with the Contractor's <b>and Subcontractor's</b> annual audit report within 30 days from when the CPA firm provides the audit report to the Contractor <b>or Subcontractor</b> and in addition to periodic bridge reports as requested by the State, see Contract Attachment D. The Contractor shall submit corrective action plans <b>or mitigation</b> 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 <b>and Subcontractor</b>.</p> <p>Clarification in red (in the left column), also note subcontractor references. We cannot allow our customers to audit our subcontractors. Suggested verbiage below.</p> <p>We do not allow the clients to audit, or have access to, our subcontractors. Each of our suppliers has a direct relationship with our organization to provide these services and is indemnified by [REDACTED].</p>	<p>The State declines to update the contract language. The State is willing to review the language and the Contractor's policies and standards once the contract is awarded.</p>

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		Suppliers who will be managing protected/confidential information are subjected to a Vendor Information Security Risk Assessment (VISRA) by [REDACTED]'s Enterprise Information Security Team prior to engaging in supplier services and exchange of data. This VISRA is to assess our supplier/partner's control environment and overall security posture before customer data is exchanged. Suppliers must adhere to an adequate framework of Information Security policies, standards, and controls while under contract with or providing services to [REDACTED]and they must acknowledge their responsibility for safeguarding [REDACTED]'s information technology systems and information assets through [REDACTED]'s Master Service and Business Associate Agreements. In addition independent attestation of a service provider's security practices and process controls may be accepted in place of a [REDACTED] assessment given the attestation provides sufficient evidence (e.g., current Statement on Auditing Standards 70 Type II, its equivalent, and/or a BS7799 Certification, and/or an ISO270002 or HITRUST Certification). Acceptance of such attestations must be assessed and approved by [REDACTED]'s Information Risk Management organization.	
Contract Attachment D, #10	37.	Contract Attachment D, #10 Ad Hoc Reports: Reference is made to "Vision Insurance Program." Should this be "Dental Insurance Program" or "DPPO"?	Yes, this should be DPPO Insurance Program. Attachment D has been updated.  See Amendment item #9

3. Delete RFP Section D.9 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

	D.9.	<p>Statewide Provider Network Accessibility Analysis:</p> <p>For the respondent's currently established statewide network to be used for this contract, conduct and submit the Quest Analytics Provider Accessibility Analysis for your current participating DPPO (a) General Dentists and (b) Specialists in <b>TENNESSEE ONLY</b>, as required in Appendix 7.3 and illustrated in Appendix 7.4 and using the State's total eligibility population data for <b>TENNESSEE ONLY</b> provided in Appendix 7.2., TN ZIP Code Counts. RFP 31786-00159, Appendix 7.2, shows total TN eligibility based upon the totals in tabs "Eligible Active Emp by ZIP Code" (100,162), "Eligible Active Dep by ZIP Code" (91,506), "Enrolled Retire Emp by ZIP Code" (14,147), and "Enrolled Retire Dep by ZIP Code" (6,165) for a total of 211,980. <b>NOTE: Respondents MUST use Appendix 7.2 for TN ZIP Codes and the classifications listed (urban, suburban, rural). The ZIP</b></p>		15	
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**code list, total member eligibility, and classifications must match in the Respondent's report.**

**DEFINITION:** For the purpose of this accessibility analysis, "Network Provider" ("In-Network General Dentist Provider" or "In-Network Specialist") shall be defined as any General Dentist or Specialist who is currently operating under a fully executed and in force contract for participation as a Provider in the Respondent's DPPO Plan.

Fill out the two tables below based on the results of the Quest report provided as part of your technical response.

Information below **must** match the information provided in the Quest Analytics Provider Accessibility Analysis.\*

**a. General Dentists**

ZIP Code Class	*Number of Eligible Individuals with Access	*Percentage of Eligible Individuals with Access
All Eligible Individuals		
Urban		
Suburban		
Rural		
<b>TOTAL</b>	211,980	

Eligible individuals are employees, retirees, and their dependents. See Appendix 7.2

ZIP Code Class	*Avg. Distance to Two (2) General Dentist
All Eligible Individuals	
Urban	
Suburban	
Rural	

Eligible individuals are employees, retirees, and their dependents. See Appendix 7.2

**b. Specialists**

ZIP Code Class	*Number of Eligible Individuals with Access	*Percentage of Eligible Individuals with Access
All Eligible Individuals		
Urban		
Suburban		
Rural		
<b>TOTAL</b>	211,980	

Eligible individuals are employees, retirees, and their dependents. See Appendix 7.2

ZIP Code Class	*Avg. Distance to One (1) Specialist
All Eligible Individuals	
Urban	
Suburban	
Rural	

Eligible individuals are employees, retirees, and their dependents. See Appendix 7.2

**4. Delete Pro form Contract Section A.8.h in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**

- h. The ID card shall include the State’s “ParTNers for Health” color logo, unless otherwise approved by the State, on the top front of the card, as directed by the State and the Contractor’s logo may appear on the front in a corner.

**5. Delete Pro forma Contract Section A.17.a, item #9 in its entirety (any sentence or paragraph containing revised or new text is highlighted):**

The line has been deleted and the subsequent numbering updated.

**6. Delete Pro forma Section E.8.a in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**

Contractor Hosted Services and Confidential Data.

- a. “Confidential State Data” is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:
  - (1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
  - (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard (“FIPS”) 140-2 validated encryption technologies.
  - (3) Contractor must enter into a Business Associate Agreement (BAA) with the State. See Contract Attachment E.
  - (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. The contractor shall provide to the State the results of its third-party Penetration Tests and Vulnerability assessments as requested by the State.
  - (5) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State. The Contractor shall maintain a duplicate set of all records relating to this Contract in electronic medium, usable by the State and the Contractor for the purpose of Disaster recovery. Such duplicate records are to be stored at a secure fire, flood, and theft-protected facility located away from the storage location of the originals. The Contractor shall update duplicate records, at a minimum, on a daily



basis and shall retain said records for a period of sixty (60) days from the date of creation.

- (6) In accordance with the timeframe for audits listed in Contract Section D.11 and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology (“NIST”) Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

7. **Delete Contract Attachment D, #10 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**

#### **Contract Attachment D**

### **REPORTING REQUIREMENTS**

As required by Contract, the Contractor shall submit Management Reports to the State. The reports shall be used by the State to assess the DPPO costs, as well as reconcile the Liquidated Damages and Service Level Agreements. All reports shall be submitted in Microsoft Excel format, unless otherwise specified by the State, and shall be sent to the State via secure email.

Unless otherwise directed by the State, the Contractor shall submit reports as follows:

- 1) Weekly reports shall be submitted by Tuesday of the following week;
- 2) Monthly reports shall be submitted by the 15<sup>th</sup> of the following month;
- 3) Quarterly reports shall be submitted by the 20<sup>th</sup> of the month following the end of the quarter;
- 4) Semi-Annual Reports shall be submitted by January 20<sup>th</sup> and July 20<sup>th</sup> ;
- 5) Annual reports shall be submitted within sixty (60) days after the end of the calendar year.

Note: Any report due on a holiday or weekend will then be due on the following Business Day.

Reports shall include:

- 1) **Liquidated Damages and Service Level Agreement Tracking**, as detailed in Contract Attachment B and C, each component to be listed with guarantee and actual results, submitted quarterly and annually using the template prior approved In Writing by the State; the report shall also include a narrative statement regarding the status of each item with statistics supporting the results achieved.
- 2) **Quest or comparable report Accessibility Analysis**, submitted quarterly, as required in contract Section A.3.a. and Contract Attachment B.6.
- 3) **Summary Plan Information**: submitted quarterly (including year-to-date information) and annually.

#### **a. Dental Loss Ratio Report**

Enrollment/Premium Level	# Subscribers	\$ Premium Collected for Subscribers	\$ Paid Claims	\$ Change in IBNR	Loss Ratio*
Employee					NA
Employee + Spouse					NA
Employee + Child(ren)					NA
Employee + Spouse + Child(ren)					NA
<i>Sub-total</i>					%
Retiree					NA
Retiree + Spouse					NA
Retiree + Child(ren)					NA
Retiree + Spouse + Child(ren)					NA
<i>Sub-total</i>					%
<b>Total</b>					%

\*Dental Loss Ratio – Contractor shall quarterly and annually calculate its Dental Loss Ratio (DLR) and submit such calculation and supporting data to the State. DLR shall be calculated as Paid Claims + IBNR Changes divided by Premium Collected for Subscribers.

**b. Claims Paid Report**

<i>[separated by in/out network] and [separated by active/retiree]</i>	Plan Covered Expense (Allowed Amount)	Member Deductible	Member Coinsurance	Total Member OOP	Plan Coins Paid	Total Paid
Class A	\$	\$	\$	\$	\$	\$
Class B	\$	\$	\$	\$	\$	\$
Class C	\$	\$	\$	\$	\$	\$
Class D	\$	\$	\$	\$	\$	\$
<b>Total</b>	\$	\$	\$	\$	\$	\$

**c. Claims Lag Report**

SERVICE MONTH	PAID MONTHS						YTD
	Q1-CCYY			Q2-CCYY			
	01-CCYY	02-CCYY	03-CCYY	04-CCYY	05-CCYY	06-CCYY	
01-CCYY	\$	\$	\$	\$	\$	\$	\$
02-CCYY	\$	\$	\$	\$	\$	\$	\$

<b>TOTAL</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
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- 4) **Provider Network, as detailed in Contract Section A.3., Changes Update Report submitted quarterly and annually, displaying the following:**
  - a. Present Network of Participating Providers by Service Offered
  - b. Additions to the Network by Name, Specialty and Location
  - c. Terminations to the Network by Name, Specialty and Location
  - d. Targeted areas for recruitment
  - e. In-Network General Dentist disruption ratio [quarterly (year-to-date) and annually]
  
- 5) **Call Center Activity Reports**, as detailed in Contract Section A.5.d, submitted monthly.
  - a. Average Speed of Answer – statistics to support an average speed of answer (ASA) of thirty (30) seconds or less during each month
  - a. First Call Resolution – statistics to support a monthly average rate of eighty-five percent (85%) or greater for first call resolution
  
- 6) **Member Satisfaction Survey Report**, submitted annually by agreed upon date by secure email using the template prior approved in writing by the State, as required in contract section A.10.k.
  
- 7) **BC/DR Test Results Report**, submitted annually by email using the template prior approved in writing by the State, as required in contract section E.8.d.(3).
  
- 8) **Weekly File Enrollment Processing Report**, submitted within three (3) Business Days of processing the weekly enrollment update file using the template prior approved in writing by the State, as required in contract section A.12.h.(4).
  
- 9) **Claims Experience Report**, submitted upon request by the State to summarize claims experience for Members by employing agency for a specific time period as specified in contract section A.12.e.
  
- 10) **AdHoc Reports**, The Contractor shall submit such ad hoc reports as are deemed by the State to be necessary to analyze the **DPPO Insurance Program**. The exact format, frequency and due dates for such reports shall be mutually agreed upon with the Contractor and shall be submitted at no cost to the State.
  
- 11) **System and Organization Controls for service organizations (“SOC”) 2 Type II audit**, submitted annually within thirty (30) days from when the CPA firm provides the audit report and in addition to periodic bridge reports as requested by the State in compliance with contract Section E.8.
  
- 12) **Marketing and Communications Plan and Efforts report**: submitted annually, as required in contract section A.6.a.(1)
  
- 13) **Member Issues Log**: submitted monthly until notified by the State In Writing to send quarterly using template agreed to by the State, as required in contract section A.10.d.

- 14) **Claims Processing Activity:** submitted quarterly and annually to reflect:
- a. volume of claims received, adjudicated, and pending to substantiate Claims Payment Accuracy, Claims Processing Accuracy, and Claims Processing Turnaround results (percentages), as required in contract section A.10.p
  - b. In-network and out-of-network utilization of General Dentists and Specialists by actives and retirees as described in contract section A.3.a.

15) **Weekly File Enrollment Processing Error Report:** submitted within one (1) Business Day of processing the weekly enrollment update file using the template prior approved In Writing by the State, as required in Contract section A.12.h.(4).

**8. Add or replace the following as RFP Appendices and renumber any subsequent sections as necessary:**

**Remove:**

RFP 31786-00159 Attachment 6.3 Cost Proposal Scoring Guide  
Appendix 7.2 DPPO Enrollment & Premium History, Eligibility Counts, TN ZIP Codes  
Appendix 7.3 Quest Analytics Network Access Analysis Instructions  
Appendix 7.9 Claims History thru Aug 2020

**Add:**

RFP 31786-00159 Attachment 6.3 Cost Proposal Scoring Guide REVISED  
Appendix 7.2 REVISED DPPO Enrollment & Premium History, Eligibility Counts, TN ZIP Codes  
Appendix 7.3 REVISED Quest Analytics Network Access Analysis Instructions  
Appendix 7.9 Claims History thru Aug 2020

**NEW:**

Appendix 7.11 2020 Census Data by month

9. **Delete RFP #31786-00159 in its entirety, and replace with RFP #31786-00159, Release #2.** Revisions of the original RFP document are emphasized within the new release. **Any sentence or paragraph containing revised or new text is highlighted.**
10. **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.