



STATE OF TENNESSEE
DEPARTMENT OF HEALTH

**REQUEST FOR PROPOSALS # 34349-03823
AMENDMENT # 1
FOR INSURANCE ASSISTANCE PROGRAM (IAP)
BENEFITS MANAGEMENT**

DATE: October 14, 2022

RFP # 34349-03823 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 23, 2022
2. Disability Accommodation Request Deadline	2:00 p.m.	September 28, 2022
3. Pre-response Conference	10:00 a.m.	September 29, 2022
4. Notice of Intent to Respond Deadline	2:00 p.m.	September 30, 2022
5. Written "Questions & Comments" Deadline	2:00 p.m.	October 5, 2022
6. State Response to Written "Questions & Comments"		October 14, 2022
7. Response Deadline	2:00 p.m.	October 28, 2022
8. State Completion of Technical Response Evaluations		November 18, 2022
9. State Opening & Scoring of Cost Proposals	8:00 a.m.	November 21, 2022
10. Negotiations		November 21- December 1, 2022
11. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	December 2, 2022
12. End of Open File Period		December 9, 2022
13. State sends contract to Contractor for signature		December 12, 2022

14. Contractor Signature Deadline	2:00 p.m.	December 16, 2022
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2. State responses to questions and comments in the table below amend and clarify this RFP.

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

RFP Section	#	Question/Comment	State Response
Attachment 5	1	Would you be able to provide a clearer copy of Attachment 5 – Invoice for Reimbursement?	Yes.
RFP Section 1.1.2.	2	Noted in the RFP is \$138 million maximum liability for the 36-month contract, but the two figures provided only add up to \$82 million. What other costs make up the \$138 million figure?	RFP Section 1.1.2. is revised as follows: The State estimates the maximum liability for the 36-month Term of the Contract to be \$82.8 million which will be comprised of approximately \$4,200,000.00 in benefits management fees and \$78,600,000.00 for insurance premiums. Note the yellow highlight is a change made in RFP # 34349-03823, Release # 2.
RFP Section 3.2.	3	The RFP calls for one original Technical Response (Section 3.2.2.1) and Cost Response (Section 3.2.2.2) paper document as well as one digital document in PDF format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive. During the Pre-response Conference, it was stated that you accepted electronic submissions via email. Please clarify how we should package and submit our Technical and Cost Responses, as well as the final file format of digital files, if applicable.	Email copies are accepted. See RFP Section 3.2. in RFP # 34349-03823, Release # 2.
RFP Section 5.1.3.	4	Please explain what you mean by “able and willing” when determining if a non-profit organization meets the criteria to provide services outlined in the RFP.	In the context of the CARE Act Amendments, “able and willing” refers to the provider being able to perform the services required under this RFP upon contract award.
RFP Section 5.1.3.	5	Does the “willing and able” consideration factor into non-profit scoring of the cost proposal? Will non-profits be evaluated on the 30 point scale used to evaluate for-profit proposer pricing?	Yes, in order to open cost, all Respondents must pass Section A of the mandatory section and score a minimum of 50 points on Sections B and C. Per RFP Section, 5.2.1.7. Cost Proposals will be reviewed per 5.2.3.; however, cost will not be the sole determinant in the Respondent selection process. No. See RFP Section 5.2.1.7.: Evaluation Category For Non-Profit Respondents. There are no points assigned to a non-profit for Cost.

RFP Section 4.4.	6	If the Respondent is a non-profit organization, will the state require Respondent itself to perform a certain percentage of the contract to ensure the Respondent does not pass on its award to a for-profit organization in violation of RFP § 4.4?	See RFP Section 4.4.1.4. 4.4.1.4. Grantees must prohibit nonprofit contractors from serving as conduits who pass on their awards to for-profit corporations and may find it necessary to monitor membership of corporate boards in enforcing this prohibition. Federal Grants Management Policy is clear that the eligibility requirements that apply to first-level entities cannot be evaded by passing awards through to second- or subsequent-level entities that could not have received awards in the original competition.
RFP Attachment 6.2, Sections A.8. and C.9.	7	Sections A.8 and C.9 of the Technical Response & Evaluation Guide suggest the Respondent may be a “second level entity.” Is a second level entity that expects to receive grant funding, including subcontractor payments from a contractor as a pass-through, required to join as a Respondent?	Please see Pro forma Section A.2. for the definitions of first and second level entities. See RFP # 34349-03823, Release # 2. A “first level entity” means the initial vendor or supplier selected to be in contract with the State for the original grant contract. A “second level entity” means subsequent parties to the grant contract in which either original party to the grant contract decides to contract with a foreign party to the contract to perform services or provide a good as outlined in the original grant contract. *A second level entity would not be required to join as a Respondent.
RFP Section 5.3.2.	8	If the Respondent is a non-profit organization that proposes use of a for-profit subcontractor, how will the state determine if Respondent is a Non-Profit Organization for purposes of RFP § 5.3.2?	The State will use Respondent’s response to RFP Sections A.6 and A.8.
RFP Section 5.3.2.	9	If the Respondent is a for-profit organization that proposes use of a non-profit subcontractor, how will the state determine if Respondent is a Non-Profit Organization for purposes of RFP § 5.3.2?	Please see RFP Section 5.2.1.7.: If no non-profit Respondents propose, then the Solicitation Coordinator will move forward to evaluate Cost Proposals with all other responsive and responsible respondents who proposed and have a combined score of 50 from the technical proposals. Also please see RFP Section 5.3.2.: The Procuring Agency must award to a Non-Profit Organization unless none have been identified as able and willing during the RFP process (please reference section 4.4. of the RFP document).
	10	The RFP would allow a for-profit organization to disguise itself as a non-profit organization through the use of subcontracting or other	See RFP Sections A.8. and A.9.

		means. As currently structured, the RFP's only mechanism to ensure grant funds are directed solely to non-profit organizations is the narrative response required by Technical Response Section C.9. The state should add more concrete criteria, such as requiring that at least 90% of grant funding be directed to non-profit organizations (assuming a qualifying non-profit organization submits a response), to ensure the state complies with the CARES Act Amendments of 1996 and the 1997 HRSA Policy Notice 11-02.	
	11	Does the State currently provide any advance payments to the current IBM provider and if so how many? Is the State willing to provide one to two months of advanced payments to the awardee?	The State has provided advance payment in the past but will not with this contract. No.
RFP Section 1.1.2.	12	a. This item lists the maximum contract amount for 36 months \$138 million, however the two amounts provided equals \$82 million. Please clarify. b. This item only lists insurance premiums and benefits management fees, are out-of-pocket payments no longer included in this RFP? Scope of Services A.3. lists CoPay, Deductible, & OOP (out of pocket).	a. See response to #2 above. b. See revision to Pro Forma contract Section A.3. in RFP # 34349-03823, Release # 2.
RFP Section 1.1.2.	13	Based on the amount provided \$4,200,00 in benefit management fees for 36 months, which equates to \$1,400,000 annually, is there a guarantee that this amount will be paid for services regardless of attaining the Evaluation Factors in RFP ATTACHMENT 6.3. E.g. 50,000 not 60,000 year one, 55,000 not 62,400 year 2 and 58,000 not 64,800 year 3, etc.	No.
	14	Does the ADAP program plan to eliminate the six-month client eligibility recertification requirement for RWHAP programs consistent with HAB Policy Clarification Notice (PCN) 21-02, and if so, when will the new eligibility certification policy	Yes, the TN RWPB program has implemented annual recertification as of June 1, 2022.

		be in place? Updated RWHAP Client Eligibility Determination and Recertification Requirements: PCN 21-02, Determining Client Eligibility and Payor of Last Resort in the Ryan White HIV/AIDS Program (RWHAP). The updated guidance eliminates the six-month client eligibility recertification requirement for RWHAP programs.	
Proforma Scope	15	Can welcome packets be electronic for new clients?	No, many clients do not have phone or internet access.
Proforma Section A.6.	16	RWES – How is information sent to the Grantee? Is it a live connection or a nightly file? Please provide an example of info being sent and the format.	Grantee will have access to the eligibility system which updates client information daily. Grantee will be notified when IAP services are turned on or off by Case Managers daily.
RFP Attachment 6.2	17	<p>Objection: Section B, which contains 16 questions, and accounts for 30 points of the total score for a multi-million dollar Federal contract, does not include any information on the objective review criteria that each of the 3 or more State employees on the Proposal Evaluation Team will utilize.</p> <ul style="list-style-type: none"> • If there is no additional guidance to the evaluation team on how they should assign a score for this section, then the scoring cannot be objective and there cannot be inter-rater reliability among the State employees on the Evaluation Team. • If there is additional guidance or training provided to the evaluation team on how they should assign a score for this section, please provide it as a part of the Evaluation Criteria. <p>1. Specifically, we would like to know how the team members will be instructed to score section B for ex. How many points will be assigned for each question? 2. The RFP state, “ Team members will independently evaluate and assign one score for all responses in Section B...” some of the questions have multiple parts (a), (b), (c), (d). How would it be scored for a</p>	<p>The General Qualifications & Experience Items contained in RFP Attachment 6.2 Section B are scored as a whole. The evaluator assigns a score of 0 through 30 for how well each response answers all of the items in Section B.</p> <p>The State will include the respondent’s objection to the file for this RFP.</p> <ol style="list-style-type: none"> 1. Section B is scored in its entirety and is worth a maximum of 30 points. Points are not assigned per question. 2. See answer to #1 above. 3. See answer to #1 above. The scoring methodology in the RFP will be consistent with the terms set forth in the RFP. Evaluators scores will be available as part of the open file when the notice of intent to award is issued.

	<p>respondent who only can answer, or fulfill, two (2) of the four (4) parts? 3. Please spell out how many points for each question that totals 30.</p>	
18	<p>Question regarding DSS Program Policy Guidance No. 4 and the evaluation/scoring process</p> <p><i>"DSS Program Policy Guidance No. 4: Clarification of Legislative Language Regarding Contracting with For Profit Entities June 1, 2000 (Formerly a "Dear Colleague Letter" First Issued March 6, 1997 to All Title I and II CARE Act Grantees) Ryan White CARE Act Title I Manual, Section IV: Policies, Chapter 1: Title I and II Policies)</i></p> <p><i>The CARE Act Amendments of 1996 provide for contracting with for-profit entities under certain limited circumstances. Specifically, the Amendments allow Title I and Title II funds to be used to "provide direct financial assistance" through contracts with "private for-profit entities if such entities are the only available provider of quality HIV care " [SEC 2604(b)(2)(A); Sec 2631 (a)(1)]</i></p> <p><i>This constitutes a formal clarification of legislative language by the Division of Service Systems, HIV/AIDS Bureau in consultation with the Grants Management Officer within the Bureau and with the Office of General Counsel of the Department of HHS, and is effective immediately. Based on limitations contained in the CARE Act Amendments, grantees and other contracting agents must observe the following conditions in developing and implementing Requests for Proposals (RFPs) and other local procurement procedures.</i></p> <p><i>a. "Only available provider" means that there are no nonprofit organizations able and willing to provide quality HIV service and</i></p>	<p>Please see RFP section 5.2.1.7.: 5.2.1.7. The Solicitation Coordinator will identify any non-profit respondents who attain a combined score of 50 for Sections B, General Qualifications, and C, Technical Response score, (i.e. able and willing to perform the HIV services). Cost Proposals will be reviewed per 5.2.3.; however, cost will not be the sole determinant in the Respondent selection process.</p> <p>If no non-profit Respondents propose, then the Solicitation Coordinator will move forward to evaluate Cost Proposals with all other responsive and responsible respondents who proposed and have a combined score of 50 from the technical proposals.</p> <p>Note the yellow highlight is a change made in RFP # 34349-03823, Release # 2.</p> <p>See also RFP Section C.5. Note C.5. has been revised and highlighted in yellow in RFP # 34349-03823, Release # 2.</p>

	<p><i>that the grantee or other contracting agent is able to document this fact.</i></p> <p><i>b. "Quality HIV care" must be defined in a reasonable manner. Quality care may not be defined exclusively as a numerical score in an RFP process (i.e., all funds go to the highest scored proposal regardless of corporate status). An entity should only be deemed incapable of providing quality HIV care if written documentation of substantive quality of care deficiencies exists. Grantees and other contracting agents are encouraged to include in all RFP materials disclaimers which advise private for-profit organizations of the significant legislative barriers to their receiving contracts. Alternatively, and if local/State regulations and laws allow it, grantees may seek to define "qualified applicants" at the beginning of the process in a way which would save private for-profit organizations the time and effort needed to develop applications which could not be considered for funding."</i></p> <p>Please provide clarification on the evaluation process for not-for-profit entities versus for-profit entities, specifically, will proposals from for-profit entities only be scored if there are no not-for-profit entities willing and able to provide quality HIV service as required in DSS Program Policy Guidance No. 4? ("define "qualified applicants" at the beginning of the process in a way which would save private for-profit organizations the time and effort needed to develop applications which could not be considered for funding)</p> <p>Additionally, placing a minimum numerical score on not-for-profit applicants appears to be in direct opposition to DSS Policy Guidance #4 which states that "Quality care may not be defined exclusively as a numerical score</p>	
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		<p>in an RFP process" and that "An entity should only be deemed incapable of providing quality HIV care if written documentation of substantive quality of care deficiencies exists."</p> <p>To my knowledge, there is nothing in the scoring that identifies and or quantifies substantive quality of care deficiencies which is the DSS requirement for deeming a not-for-profit incapable of providing quality services.</p> <p>Please provide clarification on how and when a proposal from a for-profit entity will be considered in the evaluation process.</p> <p>Please provide clarification on how substantive quality of care deficiencies will be documented in writing.</p>	
Proforma Section A.8(12)	19	Can there be a COLA added to the current Client fee annually?	No.
RFP Attachment 5	20	Please provide the specific information the finance department needs for invoice submission. Does the finance department require backup documentation supporting Grantee's expenses for the month such as payroll, fringe, taxes, line item expenses, etc.?	Yes, supporting documentation for monthly expenses is needed.
	21	Do you provide an advance payment based on the contract award?	No.
	22	Insurance carriers – will they accept one payment with a participant list? Are premium assistance payments issued for each client to the insurance carrier? What is the current process?	<p>We have not been able to pay with a participant list.</p> <p>Yes, premium payments are issued for each client.</p> <p>BC/BS automatically deducts premiums from the vendor. All other insurance companies are paid by check per client.</p>
	23	Is the CM responsible for submitting a monthly premium statement per client for monthly premiums and co-pays? How is this information communicated to the Grantee? Is everything on Sharepoint by Client?	<p>No, the CM is not responsible.</p> <p>Information is sent by vendor drop box.</p> <p>Premiums are based off of premium statements, copays are received from providers.</p> <p>Case Managers will notify grantee of any changes.</p>

		What is the document protocols and what are the documents for premium payments and co-pays? What happens when the amount changes? Who is responsible for notifying the Grantee of changes? Is it the CM responsibility to advise the Grantee?	CM is responsible to advise the grantee.
RFP Section 3.2.2.2.	24	Are electronic copies sufficient to submit the proposal, no paper copies?	Please see answer to question #3 above.
	25	Are clients automatically rolled into Medicare at age 65? Is it a Client option or mandatory?	No, clients are not automatically enrolled in Medicare, but RWPB requires clients to enroll in Medicare at age 65.
	26	Can all documents be kept electronically (e-files) eliminating the need for paper files?	Yes.
	27	Please provide a list of observed state holidays.	<p>List of State Holidays:</p> <ul style="list-style-type: none"> • New Year’s Day • Martin Luther King Jr. Day (3rd Monday in January) • President’s Day (3rd Monday in February) • Good Friday • Memorial Day (last Monday in May) • Independence Day (July 4) • Labor Day (1st Monday in September) • Columbus Day (2nd Monday in October) • Veterans Day (November 11) • Thanksgiving Day (4th Thursday in November) • Christmas Day • New Year’s Eve <p>When a holiday falls on Saturday, the Friday before the holiday is substituted. When the holiday falls on Sunday, the Monday following the holiday is substituted.</p> <p>For the year 2022, and pursuant to Tennessee Code Annotated, Section 4-4-105(a)(3), the Governor has designated that the Columbus Day holiday shall be substituted for the Friday after Thanksgiving. The Governor may also approve additional days of closure. Please see https://www.tn.gov/content/tn/about-tn/state-holidays.html for more information.</p>
Proforma Section A.8(12)	28	“...Client Fee for each Client enrolled in the IAP program in a monthly basis.” If “enrolled in IAP” means activity (payment/claim) on the client’s account, then a client that is enrolled and has no activity for the	Yes.

		month, would the Grantee be able to assess a client fee? E.g. client's APTC covers the monthly premium and no claims were submitted.	
RFP Section 1.1.2.	29	What is the breakdown of the \$138 million maximum liability? The amounts listed for benefits management fees and insurance premiums don't total this amount. Is the \$4.3 million and \$78.6 million annual or for the referenced 36 month period?	See response to #2 above. These are numbers for the 36-month contract term.
RFP Section 3.1.2.	30	Are the costs in the grant section (Attachment 4) required for proposal submission? Will they be part of the winning bid determination?	Yes. See Response #18. Please see RFP section 5.2.1.7.
RFP Section 3.1.2.	31	Cost Proposal (page 6) indicates that the cost proposal must be an exact duplicate of the Attachment 6.3. Can that be an Excel file?	No, Respondents must use the Cost Proposal & Scoring Guide.
RFP Attachment 6.3	32	Attachment 6.3 Cost Proposal and Scoring Guide, can you explain the basis for the evaluation factor (e.g., 60,000 for year 1, 62,400 for year 3, etc.)?	The evaluation factor is based on anticipated number of clients for the contract term.
Proforma Section A.2.	33	Will the contractor be responsible for hiring and employing the Peer Benefit Management Specialist?	Yes.
Proforma Section A.2.	34	Is the contractor responsible for transfer of funds for the various services or for submitting the appropriate information to the State, which will then transfer funds? i.e. who cuts the checks?	Yes.
Proforma Section A.5.a.6.	35	What do business agreements entail? Can you provide a sample template?	The agreements entail payment processes for services with insurance companies.
Proforma Section A.5.a.8.	36	What date will the information to perform this scope be made available?	Refer to A.5.a.4.
Proforma Section A.5.b.2	37	Is there a breakdown of historical expenses, premiums expense vs cost sharing expenses?	Yes, breakdown of GY 2021-2022, premium costs - \$13.5M; co-pays - \$10.9M; deductibles - \$2M.
Proforma Section A.5.b.2	38	Is there a possibility that payments would need to be issued to several different payees (partial to insurance company and partial to client)?	No payments made to clients. There will be instances where a partial premium will be made to the employer and the insurance company.
Proforma Section A.5.b.3.i.3	39	What are the acceptable reasons for nonpayment of co-pays/co-insurance/cost-shares?	1) If Insurance does not cover medication or procedures invoiced to grantee. 2) When a client is not active in the program at time of service.

Proforma Section A.5.b.4	40	What other health care claims forms would we expect to see aside from a claim or invoice? Does processing mean that we need to review for reimbursement?	None. Yes, the vendor is responsible for reviewing reimbursements.
Proforma Sections A.5.a.8 and A.5.b.3.i.7	41	Requirements of the IAP card differ - which is correct? Client IAP cards must include the Client's name, eligibility date, Client identification number, the Grantee's contact information, and covered and non-covered services.	The only information required for the IAP cards include the Client's name, eligibility date, Client identification number, and the Grantee's contact information.
Proforma Section A.5.b.3.i.12	42	Projection reports have two different due dates - the 15th and the 5th business day following the end of each month. Which is correct?	Reports are due on the 15 th only.
Proforma Section A.5.b.14	43	Is an average prescription price provided or is it derived based on other participant's prescription submittals?	Based on participant prescription submittal.
Proforma Section A.5.b.17	44	Is there a scope of work for the annual enrollment activity?	Yes.
Proforma Sections A.5.b and A.5.c	45	Are the dates correct for the "End of Contract Turnover" phase (April 1, 2026 – December 31, 2026) if the operations phase is (April 1, 2023 – December 31, 2027)?	See revisions which are highlighted in yellow in RFP # 34349-03823, Release # 2.
Proforma Section A.11.	46	Section reference site visits, is there a requirement for staff to work on-site in Tennessee?	Section A.11. references that staff must participate in-person for monitoring site visits.
Proforma Section C	47	What are the standard payment terms (30 days, 45 days, etc.)?	The payment terms are based on Section C.7. of the Pro forma contract. It can take at least 30 to 45 days after receipt of the invoice.
RFP Attachment 1	48	If the max enrollment amount is \$1,500 per month per client and the current enrollment is 5,500 clients, is additional funding provided by the State? The contract funding for the Grantee for 3 years is \$138M. The cost of funding for the current client population over the course of 3 years is \$297M. Can you please provide more detail around this calculation and the statement provided in Section 1.1.2 of the RFP?	Max enrollment amount is only paid for approximately 20% of clients. Approximately 3,800 of the 5,500 clients are enrolled.
RFP Attachment 6.7	49	What is the cause for drop in enrollment each April? (Annual Re-enrollment)	The drop is due to an adjustment of clients that did not complete a full enrollment or failed to activate the policy.
	50	Is the in-scope work under a collect bargaining agreement?	No.

	51	What are the background requirements for contractor resources?	See Pro forma contract Section D.5. Subcontracting.
	52	Is there a vendor currently performing this scope of work? If so, who is this vendor? What is their current fee per client per month?	Yes, Nashville Cares is performing these services required under the previous solicitation and Pro forma contract. Current fee is \$27 per client per month.
RFP Section 4.4.	53	What is the specific source material, codified law, or regulation that creates the “legislative preference” that dictates non-profits have preference in this process as stated in section 4.4 of the RFP? Can you cite the specific language in the source material, codified law, or regulation that dictates non-profits have legislative preference in this process as stated in section 4.4 of the RFP? When and how should a “grantee or other contracting agent” document and notify the state that there are no nonprofit organizations able and willing to provide quality HIV service as stated in section 4.4.1.1?	Public law 104-146 specifically focuses on the Ryan White Program. (42 U.S.C.A. §300ff) 42 U.S.C.A. § 300ff-14(b)(2)—Use of Amounts <ul style="list-style-type: none"> Direct financial assistance may be provided under paragraph (1) to public or non-profit private entities, or private for-profit entities if such entities are the only available provider of quality HIV care in the area 42 U.S.C.A. §300ff-51(b)(4)(A)—Establishment of a program <ul style="list-style-type: none"> With respect to compliance with such agreement, such a grantee may expend the grant to provide the early intervention services directly, and may expend the grant to enter into agreements with public or nonprofit private entities, or private for-profit entities if such entities are the only available provider of quality HIV care in the area, under which the entities provide the services. 42 U.S.C.A. §300ff-52(b)(1)(B)—Minimum qualifications of grantees <ul style="list-style-type: none"> the applicant for the grant will enter into an agreement with a public or nonprofit private entity, or a private for-profit entity if such entity is the only available provider of quality HIV care in the area, under which the entity will provide the service, and the entity has entered into such a participation agreement and is qualified to receive such payments. See RFP Section C.5. revisions in RFP # 34349-03823, Release # 2.
RFP Section 4.4.1.1.	54	What legal criteria will the procuring agency use to determine whether a respondent non-profit is “able and willing” to satisfy the requirements of the RFP and the state as stated in section 4.4.1.1 of the RFP? a. What process will the procuring agency use to legally determine whether a respondent non-profit is	a. See response to #4 above. b. See RFP Section A.9. c. See RFP Section A.9. d. No. Being subject to another state’s open records and open meetings laws would have no effect on their ability to provide services legally. e. See RFP Section A.9.

		<p>“able and willing” to satisfy the requirements of the RFP and the state?</p> <p>b. Does a governmental entity from another state have the legal authority to provide services to the State of Tennessee as referenced in section 6.2.A.9 of the RFP scoring section?</p> <p>c. Does a non-profit respondent have the legal authority to provide services to the State of Tennessee as referenced in section 6.2.A.9 of the RFP if the non-profit is controlled by a state government other than Tennessee?</p> <p>d. Does a non-profit respondent have the legal authority to provide services to the State of Tennessee as referenced in section 6.2.A.9 of the RFP if the non-profit is subject to another state’s open records and open meetings laws?</p> <p>e. Does a non-profit respondent have the legal authority to provide services to the State of Tennessee as referenced in section 6.2.A.9 of the RFP if the non-profit’s governance – including budgeting, programmatic, and personnel decisions - is under the control of political appointees from another state government?</p>	
<p>RFP Attachment 6.2. Section B.14.</p>	<p>55</p>	<p>How will the department score or weight a respondent’s status as a Diversity Business Enterprise certified by the Governor’s Office of Diversity Business Enterprise as referenced in section 6.2.B.4 of the RFP?</p> <p>Will the Tennessee Department of Health’s Diversity Business Enterprise contracting goals of the current fiscal year be a factor in determining the RFP?</p>	<p>The General Qualifications & Experience Items contained in RFP Attachment 6.2 Section B are scored as a whole. The evaluator assigns a score of 0 through 30 for how well each response answers all of the items in Section B. Points are not assigned per question.</p> <p>No.</p>

RFP Sections 4.4.1.4, 4.5, and 4.7.	56	What is the difference between a “conduit” as referenced by section 4.4.1.4 of the RFP and a “subcontractor” as referenced in sections 4.5, 4.7, and elsewhere in the RFP?	See response to #18 above.
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3. **Delete RFP # 34349-03823, in its entirety, and replace it with RFP # 34349-03823, 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.**
4. **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.