



STATE OF TENNESSEE
DEPARTMENT OF FINANCE & ADMINISTRATION, BENEFITS ADMINISTRATION

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

DATE: October 14, 2022

RFP #31786-00168 IS AMENDED AS FOLLOWS:

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

EVENT	TIME (central time zone)	DATE
1. RFP Issued		September 9, 2022
2. Disability Accommodation Request Deadline	2:00 p.m.	September 15, 2022
3. Pre-response Conference	1:00 p.m.	September 16, 2022
4. Notice of Intent to Respond Deadline	2:00 p.m.	September 19, 2022
5. Written "Questions & Comments" Deadline	2:00 p.m.	September 26, 2022
6. State Response to Written "Questions & Comments"		October 14, 2022
7. Written "Questions & Comments" Deadline ROUND 2 *NOTE: Vendors may submit no more than five (5) questions to the State in the 2nd round of Written Questions and Comments.	2:00 p.m.	October 28, 2022
8. State Response to Written "Questions & Comments" ROUND 2	2:00 p.m.	November 16, 2022
9. Response Deadline	2:00 p.m.	November 30, 2022
10. State Completion of Technical Response Evaluations		January 12, 2023
11. State Schedules Respondent Oral Presentations		January 17-18, 2023
12. Respondent Oral Presentations	9 a.m. - 3:30 p.m.	February 2-6, 2023
13. State Opening & Scoring of Cost Proposals	2:00 p.m.	February 7, 2023
14. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	February 23, 2023
15. End of Open File Period		March 2, 2023
16. State sends contract to Contractor for signature		March 3, 2023
17. Contractor Signature Deadline	2:00 p.m.	March 10, 2023

2. 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
General	1.	For point solutions only responding to one aspect of this RFP should we only respond to those sections applicable to us?	No. The Contractor is responsible for delivering all requirements and services listed in the <i>Pro Forma</i> Contract.
General	2.	Will the State consider Contractors that meet some but not all of the requirements?	Please see the response to Question #1 above.
General	3.	Are you looking for someone that provides 100% of the services requested or are you open to choosing the best in class solution for each requirement and later integrate?	Please see the response to Question #1 above.
General	4.	The State's RFP is heavily focused on biometric screenings, a health risk assessment, coaching, chronic condition and disease management. In the RFP, these elements are bundled together with a portal and incentive program. Would the State consider an RFP response that bids only on providing a fully customizable, comprehensive portal with challenges, bespoke incentive programs and highly flexible content (provided this portal would integrate the other, aforementioned program components that would be provided by another bidding vendor)?	Please see the response to Question #1 above.
General	5.	How soon should we expect a response to the first round of questions?	Please refer to the Schedule of Events, RFP Section 2.1
General	6.	Are there any portal/file parameters that Respondents should be aware of before submitting their bid (e.g., file size limit, file type (PDF, Word, Excel), unable to accept zip files, etc.)?	If submitting via our online submission platform, there isn't a file limit. If submitting via email, be aware that there are file limitations – 25 MB per email.
General	7.	Please confirm the Respondent can provide red-lines/comments/exceptions to	Yes, during the RFP Questions and Comments periods listed in the Schedule of Events, RFP Section 2.1 . An explanation for the redlines is also helpful. Please note that Round 2

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		Pro Forma Contract in RFP Attachment 6.6.	questions are limited to five questions per Respondent. This includes redlines. The State will not accept redlines after Round 2 Questions and Comments.
General	8.	Will the questions and answers from all vendors be posted publicly?	Yes.
General	9.	For the second round of questions due Oct 26, can we ask more than 5 questions?	No.
General	10.	Can references be delivered after finalists are announced? What are the implications of doing so?	No. References are due on the Response Deadline, listed in the Schedule of Events, RFP Section 2.1
General	11.	Please provide the total number of plan members diagnosed with Type 2 Diabetes?	35,136
General	12.	Please provide the total number of plan members diagnosed with Type 1 Diabetes?	3,572
General	13.	Please provide the total number of plan members diagnosed with Pre Diabetes?	12,117
General	14.	Please provide the total number of plan members diagnosed with obesity?	63,511
General	15.	Can the State please describe your current pain points/challenges in managing the health of your population today?	The State would like to see more program participation.
General	16.	What is working well and what improvements are needed with your current program?	We have high member satisfaction with the program but would like to see more program participation.
General	17.	Can the State please describe the highest/most prevalent conditions across the State's population with statistics for each?	The State has added a new appendix. Please see amendment item #25below.
General	18.	Some RFP requirements require sensitive vendor information that could relay confidential information, pricing and related fees and vendor-specific intellectual property. Can the State please	Please refer to RFP Section 4.8. All records including RFP response are subject to Tennessee law. The State is unable to accept any redacted responses. Please note, the technical response should not contain any pricing or related fee information. Pricing should only be listed in the Cost Proposal.

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		confirm Respondents can submit a redacted version of their proposal, in addition to the unredacted version? If so, will the redacted version be withheld from public disclosure?	
General	19.	Will a Respondent's bid that does not meet all of the mandatory requirements in Attachment 6.2, Section A be automatically deemed non-responsive and disqualified from further consideration?	Yes.
General	20.	For section 6.2 A- Mandatory Requirements, are all respondents required to pass all items for our RFP response to be considered?	Yes.
General	21.	Can the State please identify by name all its current TPAs, EAP/BHO contractors, PBM and other relevant partners the selected vendor will be expected to work with?	<p>Medical – BlueCross BlueShield of Tennessee and Cigna.</p> <p>EAP/BHO – Optum</p> <p>PBM – CVSHealth</p> <p>For more information, our website may be helpful: https://www.tn.gov/partnersforhealth.html</p>
General	22.	Can the state provide more information around the expectations for the Diabetes Remission/Reversal program and how they will measure success?	The State would like to see this program offered in addition to a diabetes management program. The program should focus on individualized nutrition and weight loss supported and monitored by medical providers, including physicians, to halt the progression of type 2 diabetes. Medication deprescribing, where appropriate, should also be a component of the program. Success will be measured by the number of members who engage and are satisfied with the program and are able to reduce A1c, lose weight and reduce or eliminate diabetes related medications.
General	23.	Is the incumbent vendor required to complete the reference questionnaires?	Yes.
General	24.	What alternative billing options would be permissible for the weight management experience? Our recommendation is to remove the 5% weight loss billing requirement since we do not have direct control over a	The State does not agree to make this change.

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		member's commitment to make the necessary changes.	
General	25.	Engagement – Please provide your definition of engagement. Does any type of response from a member count as engagement? For example, would compliance with a gap in care count?	Engagement is defined in Attachment 6.3 Cost Proposal Footnote #2 and #3. Closing a “gap in care” would not count as an interactive contact.
General	26.	Please confirm the total covered member counts for the state plan group and the local education and local government for the anticipated program eligibility population counts for the programs listed in the grid contained in section 1.1. Statement of Procurement Purpose.	See Appendix 7.1 for these counts.
General	27.	For the purposes of reimbursement are the following programs considered separate and able to be billed for the same member in a month: <ul style="list-style-type: none"> • lifestyle counseling and/or chronic condition management, • Weight management Program • Diabetes Remission/Reversal • In Person Coaching E.g. if a member is in lifestyle coaching and has an in person coaching in the same month we can bill, likewise is a member is in weight Management and in Lifestyle Counseling we can bill under both programs.	The programs listed are not able to be billed for the same member in the same month. See <i>Pro Forma</i> Contract Sections A.6.a and A.7.a(2).
General	28.	What is your overall strategy and current objectives around employee well-being?	To provide the tools and resources to help our Members improve their physical, mental and emotional health. Refer to RFP section 1.1 Statement of Procurement Purpose for additional information.
General	29.	What are your top 3 wellness/workforce related challenges today?	1. We are not the employer for Members enrolled in the local education and local government health plans so it is impossible to use the top down, leadership led approach to promote workforce well-being and engagement. 2. Because of the complex way that we must pay incentives, we can only incentivize the state plan for active employees. That means that local education and local government Members do not have access to incentives. 3. Communication is always a challenge. We don't have direct access to all Members so we

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			have to rely on the Agency Benefit Coordinators to push out some of our marketing materials.
General	30.	Are there current incentive programs you believe to be underperforming? If so, which ones? Do you recognize significant gaps based on the incentive programs offered today?	If “incentive programs” is referring to those wellness activities for which members may earn an incentive, the state feels that the weight management program is underutilized. Other than more members taking advantage of all of the programs, the State does not see any “gaps” in the program and will continue to focus on offering a variety of options.
General	31.	Does State of Tennessee have current vendors for Biometric Screening Capability, Health Risk Assessment, or Incentive Oversight & Admin?	Our current Population Health contractor, ActiveHealth Management, provides or subcontracts for the biometric screenings, health risk assessment and incentive oversight and administration.
General	32.	Can you provide prevalence rates for the following (% of the eligible population with each): diabetes (types 1 and 2), pre-diabetes, hypertension, CHF, COPD, hypertension, hyperlipidemia, and obesity?	Type 1 diabetes: 1.4% Type 2 diabetes: 14% Pre-diabetes: 4.8% Hypertension: 37.4% Congestive Heart Failure: 1.5% COPD: 3% Hyperlipidemia: 26.6% Obesity: 25.4%
General	33.	Today, our patients with asthma and COPD conditions are managed by our virtual Primary Care providers and referred to in-person specialists based on clinical protocols; we do not have specific chronic condition management solutions for these conditions. <ul style="list-style-type: none"> • Is that acceptable to the State? • Or are you expecting us to proactively partner with another vendor that provides specific chronic condition solutions for asthma and COPD? 	Please see the response to Question #1 above.
General	34.	The workplace screenings seem to require an onsite presence. Would you consider a virtual provider of the screenings?	To answer this question, the State would need to better understand what you mean by a virtual provider of screenings. Please submit an explanation in Round 2 of the RFP Questions and Comments.
General	35.	Do you have a preferred vendor for at-home biometric screening, i.e., Quest and/or Lab Corp?	The contractor will be responsible for selecting the subcontractor. The State does not have a preference and would not be involved in that selection process. Please review the process of

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			approving subcontractors in <i>Pro Forma</i> Contract Section D.7.
General	36.	<p>Please confirm our understanding that the total program fees at risk annually tied to both SLAs and Clinical PGs is up to 18%:</p> <ul style="list-style-type: none"> • 3% of program fees at risk quarterly tied to operational SLA performance = 12% annually • Another 3% of program fees at risk annually for different operational SLA performance • 3% of total CCM program fees at risk annually tied to clinical PGs 	<p>Your quarterly SLA and CCM performance payment amounts are correct.</p> <p>However, the annual SLA performance payment is weighted. Note that the formula for calculating this payment due is (total annual admin. fees * at risk performance payment %)*13%.</p>
General	37.	Would you allow [REDACTED] to propose annual % fees at risk cap under the structure outlined in the RFP not to exceed 10%?	The State does not agree to make this change.
General	38.	<p>Please help us understand the expectation around collecting lab data through our program (both A1c and blood pressure).</p> <p>Alternatively, would you accept the use of our program data?</p>	Yes. The State will accept self-reported or data provided from the Member's connected digital health device.
General	39.	Please confirm the State will be providing claims data necessary to do the reconciliation of the CCM clinical PGs.	Yes, you will receive claims data. Because the clinical data is not always collected through medical claims, the Contractor may use self-reported or data collected from the Member's connected digital health device in addition to claims data.
General	40.	Of the total 220,511 enrollment count indicated in Appendix 7.1, how many are considered eligible for this RFP?	All would be considered eligible for the program.
General	41.	Can you help us further understand how you're defining eligibility? If eligibility is more than a diagnosis of a condition, please define how it is determined.	To be eligible, individuals must be enrolled in the State Group Insurance Program and age 18 or over. Participation is voluntary, so not all eligible members will choose to participate.
General	42.	Is the State of TN currently discontent with any elements of their current wellness program? If so, what kinds of changes would the State like to see with their next Contractor?	The State is not discontented with the current program.
General	43.	Does the font size requirement (question/section 3.1.1.2) apply to the Excel files we are required to complete?	Yes, the 12-point font requirement applies to the cost proposal.

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General	44.	For email submissions in response to items the State has asked for signatures (for example, the separate "private email reference forms"), will an electronic signature be acceptable?	Yes.
General	45.	Please confirm that references should be provided in only one format – either by physical mail (to include signed, sealed envelopes) OR via email.	Correct.
General	46.	For the materials and written statements requested in RFP Attachment 6.2 (Technical Response), such as Statement of Certifications and Assurances (RFP Attachment 6.1.), bank reference, financial statements, and written statements, should these items be included in our Technical Response file, or should they be separate attachments?	Please include them as separate files. Please reference the file name in your technical response.
General	47.	What is the State's definition/expectation of successful diabetes remission? Are you using the American Diabetes Association definition of "sustaining normal blood glucose levels for at least 3 months without taking diabetes medications"? (Source: International Experts Outline Diabetes Remission Diagnosis Criteria ADA)	The State agrees that the American Diabetes Association definition of remission is "sustaining normal blood glucose levels for at least 3 months without taking diabetes medications".
General	48.	How many current onsite health coaches does the State have?	Our current contractor has a total of three coaches that are available for onsite events in each region. The Middle TN coach is available for onsite coaching in the ParTNers Health and Wellness Center a couple days a week. See response to Question #177 below for a historical count of onsite events.
General	49.	Do the health coaches regionally support the State and work independently or more regularly work together as a group? If regionally, is each onsite coach responsible for total oversight and management/implementation of the screenings and face-to-face coaching?	The onsite coaches work for our current Contractor and do not work independently for the State. They do support onsite activities and screenings regionally but do not have total oversight.
General	50.	Please clarify the expectation for onsite vs. remote work. Are any onsite coaches and/or	The State would like some flexibility to have part time onsite coaches for events. We do not

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		nurses anticipated? If so, how many and at what locations?	currently have an expectation about the number and locations.
General	51.	Can all requested signatures be completed via electronic signature?	Yes.
General	52.	Due to breadth of our of services and the early stage of the RFP/procurement process, we do not have any immediate objections to subcontracting. Can the State confirm that we are able to modify final reponses depending on services elected?	Please see the response to Question #1 above. If a respondent submits a response earlier than the RFP response deadline and wishes to change an aspect of it, please refer to RFP Section 3.5 regarding response withdrawal process.
RFP Section 1.1 and Pro Forma Contract section A.8	53.	<p>RFP section 1.1 states: <i>“We also want to add a diabetes remission program as an alternative to the more traditional diabetes management program. Note: The State is not looking to replace a diabetes management program but rather give members who are newly diagnosed or who are struggling with managing their condition an alternative through a very structured program that monitors nutrition and biomarkers and focuses on medication de-prescribing.”</i></p> <p>Pro Forma Contract section A.8.a states: <i>“Members who are low risk may self-enroll. The Contractor shall provide chronic condition management for a minimum of the following conditions: (7) diabetes; (8) diabetes remission”</i></p> <p>RFP section 1.1 indicates the State is not replacing its existing diabetes management program, while Pro Forma section A.8.a includes diabetes in the scope of the desired solution. Can the State please clarify if it is seeking a vendor to support its ongoing Diabetes Management needs, as well as a vendor to meet its Diabetes remission needs?</p>	The Contractor must be able to provide both diabetes management as well as a diabetes remission/reversal program. The statement <i>“The State is not looking to replace a diabetes management program but rather give members who are newly diagnosed or who are struggling with managing their condition an alternative”</i> is meant to clarify that we don’t intend to remove the option for our members to enroll in a diabetes management program but give them the option to enroll in a diabetes reversal/remission program as an alternative.
RFP Section 1.1	54.	RFP Section 1.1 - Statement of Procurement Purpose: Based on the information provided in	We do not have any utilization estimates for Local Education, Local Government and

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		<p>this section, currently the local education, local government and all retirees have only been accessing the disease management services; however, with this contract the State will extend access to those populations for all programs and resources but will not incentivize them to participate. We assume that the utilization numbers in Appendix 7.3 do not contain utilization numbers for the Local Education, Local Government, and all Retirees populations. Does the State have any estimates of utilization for Lifestyle Coaching, Biometrics, and Weight Management programs based on the total eligible population?</p>	<p>Retirees for lifestyle coaching, biometrics and weight management. They have not had access to these programs under our current contract and program structure.</p>
RFP Section 1.1	55.	<p>RFP section 1.1 states: <i>“We piloted programs for congestive heart failure and diabetes reversal over the last few years and found that the members who participated were engaged and had positive outcomes from the pilot programs.”</i></p> <p>Can the State please identify what vendor(s) were involved in the pilot programs? Can the State please share the specific outcomes and engagement from those pilot programs?</p>	<p>Virta Health provided the Diabetes Reversal pilot which was limited to 50 Members. ActiveHealth Management provided the Congestive Heart Failure pilot. You can view the minutes or recordings from the Insurance Committees to see the outcomes presented to the Committees. https://www.tn.gov/partnersforhealth/insurance-committees/minutes.html</p> <p>CHF pilot presented on January 21, 2021.</p> <p>Virta pilot update presented on December 4, 2020.</p>
RFP Section 1.6	56.	<p>Regarding RFP section 1.6, we appreciate the State’s desire to address vendor questions/comments to the Pro Forma Contract by the 9/26 deadline to help streamline downstream negotiations with the selected Respondent. Since the State’s responses to Respondent questions will greatly impact whether a Respondent can agree to select terms in the Pro Forma Contract, and it would not be operationally feasible at this stage of the RFP process to meaningfully propose a full suite of comments and clarifications to the Pro Forma Contract by 9/26, will the State accept bids that include an</p>	<p>No, the State will not accept an assumptions/exceptions section to the technical response.</p> <p>Respondents have an opportunity to submit up to five clarifying questions or comments in Round 2 of the RFP Questions and Comments. The State will not negotiate the <i>Pro Forma</i> Contract after the award of contract.</p>

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		assumptions/exceptions section?	
RFP Section 3.1	57.	<p>We have some clarification questions regarding the State's submittal requirements (Section 3.1):</p> <p>In the "Digital Media Submission" (section 3.2.2.1) instructions for the Cost Proposal (Section 3.2.2.2) calls for "one (1) digital document in "XLS" format". The Email Submission Instructions (Section 3.2.2.3) for the Cost Proposal (Section 3.2.1.1.1) calls for "one (1) digital document in "PDF" format or other easily accessible digital format". Which of these guidelines should we follow?</p> <p>In the Email Submission Instructions (Section 3.2.2.3) for the Technical Proposal (Section 3.2.2.3.1) the instructions call for "one (1) digital document in "PDF" format or other easily accessible digital format attached to an e-mail to the Solicitation Coordinator." Is the State expecting that Vendor responses and any supporting exhibits or appendices be encompassed in a single .PDF document, or can supporting exhibits and appendices be additional attachments to the email?</p> <p>Can the State accept zip/compressed files? For either Digital Responses or Email Responses, does the State expect us to provide separate "Original" and "Copy" versions of our Technical and Cost proposals (on either a USB drive or in an email)?</p> <p>May we submit in more than one format (for example, email AND digital media)?</p>	<p>Follow the instructions for how you plan to submit your technical response. The email submission option states a PDF for other easily accessible digital format which includes Excel.</p> <p>Appendices should be separate files and in PDF format.</p> <p>The files should be submitted in PDF, or in the case of cost proposal, excel spreadsheet format. Yes, separate files or original and copy versions of files.</p> <p>The State asks that you pick one format for submission.</p>
RFP Section 3.1.1	58.	Can the State please confirm that a cover letter and/or an	Yes.

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		Executive Summary may precede the Technical Response prepared in accordance with RFP Attachment 6.2., Technical Response & Evaluation Guide?	
RFP Section 3.1.2.1	59.	<p>Requirement 3.1.2.1 states: <i>“A Respondent must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.”</i></p> <p>To preserve the State’s ability to evaluate Respondent Cost Proposals for an “apples-to-apples” comparison, please clarify how Respondents should account for bidding a solution with one or more partners that cover different chronic conditions with varying costs.</p> <p>Additionally, please confirm it is acceptable to include rates, amounts and information for “other” health/condition services not requested in the RFP, but are allowed as stated in section A.8.a in the Pro Forma Contract.</p>	<p>Not acceptable. Respondents must bid the cost proposal as is. Please refer to RFP. 3.1.2. If there are concerns regarding the Cost Proposal that you want the State to consider please submit a question during Round 2 of the RFP Questions and Comments.</p> <p>It is not acceptable to include rates, amounts and information for “other” health/condition services not requested in the RFP.</p>
RFP Section 3.2	60.	Can we submit an email AND portal response to ensure delivery, or should we only submit via one method?	Submit only one method.
RFP section 3.3.2	61.	<p>RFP section 3.3.2 states: <i>“A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.”</i></p> <p>Similarly, Section A - Mandatory Requirements states: <i>“The Technical Response must NOT</i></p>	For example, a Respondent may not say that a certain program is only available at an additional charge or if certain enrollment numbers are achieved. The State is seeking Respondents who are willing to perform the requirements and programs listed in the Contract.

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		<p><i>contain any restrictions of the rights of the State or other qualification of the response.”</i></p> <p>Can the State please define, with examples, “restrictions” and “other qualifications of the response”?</p>	
RFP Section 3.3.7	62.	Due to the nature of our business, we work with many subcontractors and partners. To be best of our knowledge, the partners we propose as part of this scope of work are not submitting their own response as a prime contractor.	The State encourages each Respondent to reach out to subcontractors to confirm as to not be in violation of RFP Section 3.3.7. Subcontractors do not submit a response to the RFP.
RFP Section 4.8.1	63.	Is there an option to provide a redacted version or to mark anything as confidential?	No. Please refer to our answer to Question #18 above.
RFP Section A	64.	For mandatory requirements A.3, A.4 and A.5, is it possible to request a deviation to provide this documentation in full if we advance in the RFP process rather than at the time of RFP submission?	No, the State will not accept this deviation..
RFP Section A	65.	<p>Questions A.7 through A.10 require bidders to “Submit a written statement”. Do each of these need to be separate attachments, or can they be part of our responses to the RFP? Do all four of these statements need to be signed, or just the ones where a signature is specifically mentioned (A.8 and A.9)?</p>	<p>The written statements can be part of your technical response or separate documents. It is the Respondent’s discretion on how to organize the response.</p> <p>Signature is required where specifically listed.</p>
RFP Section A	66.	<p>RFP Section A: Mandatory Reqs states:</p> <p><i>“A Respondent must NOT submit multiple responses in different forms (as a prime and a subcontractor).”</i> Additionally, section 3.3.6 states: <i>“A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one Technical Response or more than one Cost Proposal, the State will</i></p>	The State does not agree to this revision.

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		<p><i>deem all of the responses non-responsive and reject them.”</i></p> <p>Many digital health vendors partner with other entities to provide many of the well-being and health navigation services. There may be different viable solution pathways to achieve the State’s objectives, each with its own advantages, depending on what’s most important to the State (contract, pricing, performance guarantees, integration, etc.). For this reason, will the State please consider allowing multiple responses in different forms (as a prime and as a subcontractor)?</p>	
RFP Section A.1	67.	<p>Mandatory requirement A.1 states:</p> <p><i>“Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.”</i></p> <p>The Statement of Certifications and Assurances (RFP Attachment 6.1) contains representations that require Respondent to “comply with all of the provisions and requirements” of the RFP and “provide all services as defined in the Scope of the RFP Attachment 6.6, Pro Forma Contract.” Notwithstanding the strict language within this Statement of Certifications and Assurances, which “must be signed without exception or qualification,” is it the State’s understanding that the requirements of the RFP and Pro Forma Contract are subject to good-faith negotiation and clarification, so long as the Respondent awarded the Contract agrees to final terms</p>	<p>It is not the State’s understanding. The State will only review modifications to the <i>Pro Forma</i> Contract during the Questions and Comments periods of the RFP process. The State will not negotiate after the contract award.</p> <p>Per RFP Section 5.3.5, the State may, at its sole discretion, entertain limited terms and conditions or pricing negotiations prior to Contract signing that are found to be in the States best interest with no material changes to the contract. There is no guarantee this will occur. The State may, at its sole discretion, entertain limited negotiate with the best-evaluated respondent. See RFP Attachment 6.1 STATEMENT OF CERTIFICATIONS AND ASSURANCES.</p>

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		and conditions that substantially mirror the RFP and Pro Forma in their current form?	
RFP Section A.3, A.4, A.5, and A.6	68.	We are a privately held company and can release additional documentation with appropriate NDAs in place. If we are selected as a finalist, we can work through a mutually acceptable response to satisfy the needs of the State – i.e., potentially a one page financial summary or facilitate a discussion between the State and the our CFO for resolution. Are there alternative options that the State is able to consider pertinent to our business? Some alternatives may require additional time.	<p>The State does not consider RFP Section A.3 and A.4 to be confidential information and will not modify the requirements.</p> <p>The State has modified RFP A.5. Please see amendment item #3 below.</p> <p>Regarding RFP A.6, the State agrees to add an alternative option. Please see amendment item #4 below.</p>
RFP Section A.5	69.	For mandatory requirement A.5, we are a privately owned company and are not rated by the listed business credit risk advisors. Is it possible to request a deviation to this mandatory requirement that we will provide an official letter from our lender to verify our credit worthiness, and that we will provide this document if we advance in the RFP process rather than at the time of RFP submission?	See the response to Question #68 above.
RFP Section A.6	70.	Given that [Redacted] is a privately held company, would the State of Tennessee accept the publicly available financial statements of our parent company, [Redacted]?	See the response to Question #68 above.
RFP Section A.6	71.	If the burden of supplying audited vs unaudited financial statements is high, can the State provide additional guidance and recommend acceptable financial reporting for non-public/private held C-Corp organizations, to reflect sufficient financial stability?	See the response to Question #68 above.
RFP Section A.6	72.	can you please provide the 'why' behind this question. For privately held organizations who do not typically provide this information are you willing to accept any alternative documentation? Could this information be held in	See the response to Question #68 above.

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE
		confidence/redacted if there were a FOIA request?	
RFP Section A.6	73.	6.2 A.6 For privately held organizations would any other items be acceptable (ie recent bank statements)?	See the response to Question #68 above.
RFP Section A.7	74.	Can claim and utilization reports be provided to help determine scope of requested services?	Please be specific as to what information you are requesting by submitting a clarifying question or comment in Round 2 of the RFP Questions and Comments.
RFP Section A.10	75.	[Redacted] and [Redacted] will respond to this RFP in partnership. [Redacted] currently impacts over 28 million lives worldwide; in the U.S., [Redacted] and [Redacted] collectively meet the terms of item A10 . Is this satisfactory to meet the requirements of the RFP?	The RFP does not allow for joint venture proposals. One of the companies will need to be the prime contractor for this Contract and the other will be a subcontractor. The requirement of A.10. is for the prime contractor.
RFP Section A.9	76.	Mandatory requirement A.9 states: <i>Submit a written statement, signed by an individual authorized to bind the Proposer, indicating that the Proposer has obtained or will obtain, within one year of the program start date, National accreditation(s) (NCQA, URAC or similar accreditation) for the Health Promotion and Wellness programs as well as Disease Management programs to be provided by your organization. Provide accreditation source, year of certification, any renewals and other pending approvals as appropriate.</i>	There is no question to answer. Please submit a question during Round 2 of RFP Questions and Comments.
RFP Section B.16	77.	Requirement B.16 states: <i>“Provide up to five (5) customer references from individuals who are not current or former State employees for projects similar to the goods or services sought</i>	It is the State’s intent for Respondents to submit up to five references. It is a decision of the Respondent if it decides to submit less than five customer references for RFP Section B.16.

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE
		<p><i>under this RFP and which represent:</i></p> <p><i>two (2) accounts Respondent currently services that are similar in size to the State; and three (3) completed projects.</i></p> <p><i>References from at least three (3) different individuals are required to satisfy the requirements above, e.g., an individual may provide a reference about a completed project and another reference about a currently serviced account..."</i></p> <p>Can the State please confirm it is acceptable for a Respondent to include a total of 3 customer references, comprising 1 currently serviced account and 2 completed projects?</p>	
RFP Section B.16	78.	B16. Can you please define completed projects? Are you looking for termed references here?	Two examples for a completed project could include services or programs for a client that are completed or a contract that has been fulfilled.
RFP Section B.16	79.	Is it acceptable for [Redacted] and [Redacted] to submit separate references for this RFP to jointly meet the requirements as outline in B.16 ?	The State wants customer references from the prime contractor/Respondent submitting the bid.
RFP Section B.16	80.	Does the term "completed" in B.16 indicate that the references should be from clients who have terminated their contracts?	See response to Question #78 above.
RFP Section C	81.	Can the Respondent carve out specific services/programs outlined in RFP Attachment 6.2. - Section C that align with their core competencies and Not bid/Not subcontract on other specific services/programs? For example, can the Respondent bid on A.5 (HRA), A.7 (Identification, Outreach and Engagement), and A.8 (Chronic Condition Management) and Not bid/Not subcontract on A.4 (Biometric Screening), A.9 (Lifestyle Counseling), and A.10 (Weight Management)? If so, how would that impact the technical scoring?	No. A response must include all the RFP services. The response would be deemed non-responsive.

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE
RFP Section C.18	82.	RFP Attachment 6.2 (Technical Response), Question C.18: Is the State utilizing a subcontractor today to provide digital health devices such as a scale, blood pressure cuff, glucose monitor, etc.? If so, can you share the name of the subcontractor?	Digital health devices are a new addition to the program. The State does not currently provide these resources.
RFP Section D	83.	As part of the RFP submittal, is there a response required for Attachment 6.2, Section D, regarding Oral Presentations, or is this information for the future? If a response is due at submission, how would you like to receive the oral demos?	These are the questions that will be asked of Respondents during the Oral Presentations. If there is written material you would like to provide, please do that with your technical response. The evaluation team will not evaluate the information until the Oral Presentations.
RFP Section D	84.	Should respondent include numbered pages for the scoring guide for Section 6.2 Section D related to the oral presentations AND draft narrative responses for the D.1 through D.5 in its RFP submission, or omit that section from its submission?	See the response to Question #83 above.
RFP Section D.5	85.	RFP Attachment 6.2 (Technical Response), Question D.5: Please clarify the State's expectations regarding peer-to-peer conversations with a healthcare provider (HCP) and a relationship with the HCP. Do you expect health coach to HCP outreach where an HCP would want to speak to the Contractor's Medical Director?	We do not have any expectations. The question is aimed at better understanding if your Medical Director has these types of interactions.
RFP Reference Questionnaire	86.	Can the State please confirm that completed reference questionnaires can be submitted via email only and should be sent directly from the client reference to the State at both email addresses provided on p. 45? If so, can the State please confirm that the following instructions provided on p. 43 are only applicable to hardcopy proposal submissions sent via mail and that an email or digital media submission would not require the Respondent to include the completed reference questionnaires in the Technical Response?	The State confirms.
Appendix 7.1 Enrollment Counts	87.	Can the State please clarify the total health plan enrollment and breakdown between eligible employees, spouses,	The count in 1.1 Statement of Procurement Purpose includes children under the age of 18. Appendix 7.1 includes only the counts of those eligible.

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		dependents, and retirees? Within the <i>Statement of Procurement Response</i> , it states that there are 286,000 total members; however, Appendix 7.1, Enrollment Counts by Group indicates there are 220,511 total members.	
Appendix 7.1 Enrollment Counts	88.	Can you confirm that 101,874 state members are the only members that will be eligible for incentives (State employees section in the Enrollment file)?	Adult dependent children are not eligible for incentives. The estimated count based on appendix 7.1 would be for employees and spouses. A total of 86,432.
Appendix 7.1 Enrollment Counts	89.	What percentage of each type of eligible members have engaged historically in each program (by LOC ED, LOC GOV, RET LOC ED, RET LOC GOV, RET STATE, STATE)?	We do not break down participation by plan group. Currently local education, local government, and all retirees only have access to disease management. We have very low participation from these groups. Active state has the highest participation due to the availability of incentives.
Appendix 7.2 Benefits Administration 834 Guidance Manual	90.	While not our standard approach, we can accommodate this specialized file ingestion. Timing and implementation costs will be sized and provided when appropriate.	All costs should be incorporated into your RFP Cost Proposal response.
Appendix 7.3 Population Health Program Utilization	91.	What was the total eligible population in 2019, 2020, and 2021?	Member counts can vary month by month based on enrollment. Providing counts from the month of December for all three years: December 2019: 225,270 December 2020: 226,827 December 2021: 224,780
Appendix 7.3 Population Health Program Utilization	92.	What percentage of the total eligible population used each program in 2019, 2020, and 2021?	<u>2019</u> Biometric Screening sites: 50 Members earning incentive: 14,609 HRA completion: 17,267 Weight Management (attended at least one session): 1,537 One on One coaching: 5,641 Onsite coaching: 103 Group coaching: 308 Mini group coaching: 989 <u>2020</u> Biometric Screening sites: 11 Members earning incentive: 12,140 HRA completion: 13,438

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			<p>Weight Management (attended at least one session): 942</p> <p>One on One coaching: 7,202</p> <p>Onsite coaching: 84</p> <p>Group coaching: 1,236</p> <p>Mini group coaching: 1,108</p> <p><u>2021</u></p> <p>Biometric Screening sites: 23</p> <p>Members earning incentive: 11,310</p> <p>HRA completion: 12,198</p> <p>Weight Management (attended at least one session): 915</p> <p>One on One coaching: 7,078</p> <p>Onsite coaching: 30</p> <p>Group coaching: 1,197</p> <p>Mini group coaching: 812</p>
Appendix 7.3 Population Health Program Utilization	93.	Which populations were offered incentives in 2019, 2020, 2012 (by LOC ED, LOC GOV, RET LOC ED, RET LOC GOV, RET STATE, STATE)?	Only the state members (head of contract and spouse) have been and will continue to be offered incentives.
Appendix 7.4 Chronic Condition Management Program Performance Measures	94.	We agree in principle to performance metrics and request partnership in mutually agreeable terms based on service provided.	The State does not agree.
Appendix 7.4 Chronic Condition Management Program Performance Measures	95.	Appendix 7.4, Chronic Condition Management Program Performance Measures: Are the Condition Management Performance Guarantees solely by benchmarking to the State's population outcomes year over year? Also, please confirm that reaching an HEDIS measure percentage (50%, 75% or 90%) is not part of the expectation. Additionally, please clarify whether there is a percentage improvement cap for each	Yes, that is correct. We are benchmarking to our own outcomes. There is no expectation to reach a HEDIS target for any of the measures and there is not a percentage improvement cap.

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		year's newly set Performance Guarantee.	
Appendix 7.4 Chronic Condition Management Program Performance Measures	96.	Appendix 7.4, Chronic Condition Management Program Performance Measures: What does SGIP stand for?	SGIP stands for State Group Insurance Program. See definition in <i>Pro Forma Contract</i> Section A.2.mm.
Appendix 7.5 Incentive File Process and Layout	97.	<p>Timing of the files</p> <p>Bullet 1: Our file automation cannot accommodate this type of variable schedule. We can deliver on the 8th of the month, but if the 8th falls on a weekend, it will still deliver on the 8th and cannot adjust to be earlier.</p> <p>Bullet 2: Our file automation cannot accommodate this type of variable schedule. We can deliver on the 15th of the month, but if the 15th falls on a weekend or holiday, it will still deliver on the 15th and cannot adjust to be earlier or later.</p>	Please see the response to Question #1 above.
Appendix 7.5 Incentive File Process and Layout	98.	<p>Control File Sample Program Name: We will provide program name and can provide incentive year as a separate column, not combined within a single field.</p> <p>Reward Name: We will provide reward name and can provide incentive year as a separate column, not combined within a single field</p> <p>Reward Status Completion Indicator: We cannot send rewards that have not been earned, therefore this field will either always by "Y" or we can omit it.</p> <p>Required Activity: Our system does not have a data connection between the earned rewards and the activities that contributed to that earned reward. Therefore, the rows from "Activity Name" through "Required Activity" cannot be provided.</p>	Please see the response to Question #1 above.

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Appendix 7.5 Incentive file process and layout	99.	Please explain the difference between the various payroll incentive files called out in this appendix.	There are separate files for the state, University of Tennessee, Tennessee Board of Regent schools and State Offline Agencies. The Contractor is expected to produce files for each of these agencies.
Pro Forma Contract A.1.a	100.	The Contractor shall make available all services described in this Contract, including but not limited to lifestyle coaching counseling , chronic condition management , weight management, biometric screenings, Member materials, call center, incentive administration, and web portal to all eligible Members enrolled in the Plan, regardless of the benefit option in which the Member is enrolled.	The State does not agree to this revision. . See <i>Pro Forma</i> Contract Section A.9. which provides flexibility in terminology.
Pro Forma Contract A.3	101.	RFP Attachment 6.6 (Pro Forma Contract), Section A.3 (Implementation), Item A.3.g: Please explain which policies, procedures, and manuals the State would expect available for an onsite. Also, would the State require the Contractor to submit these documents on a recurring basis thereafter?	Policies and procedures are referenced throughout the <i>Pro Forma</i> contract. Some examples would be policies and procedures specific to coaching, call center operations, security and confidentiality of PII and PHI, and Information systems. Pro Forma contract Section A.6.j. requires the Contractor to notify the State thirty days prior to making any significant changes to policies and procedures specific to assigning or matching coaches and continuity of care should a coach change be made.
Pro Forma Contract A.3.c	102.	Our standard Implementation Project Manager (PM) timeline has them roll off 15-30 days post-launch, as the Account Management (AM)/Service Delivery team will be the primary point of contact post-launch. PMs can still support the project for implementation deliverables in this timeframe. There will not be deliverables for an Implementation Manager 60 days post-launch, as those will be either resolved or migrated to the AM/Service Delivery teams.	The State will agree to 30 days. Please amendment item #5 below.
Pro Forma Contract A.3.g	103.	We can perform a project audit 60-days out. It's likely that there will still be some open project deliverables at that time. The full end-to-end user experience may still be in the works. If they wish to test the entirety of the platform at this time, it would require us bumping up the project milestones by 60 days.	There is no question to answer. The Contractor is responsible for delivering all requirements and services listed in the <i>Pro Forma</i> Contract.

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Pro Forma Contract A.3.g(2)	104.	While our Member Services uses some standard prompts to greet members, they do not use scripts. We can work with the State to outline what information should be relayed to our Member Services team to serve members who reach out for support.	There is no question to answer. The Contractor is responsible for delivering all requirements and services listed in the <i>Pro Forma</i> Contract.
Pro Forma Contract A.3.h	105.	Our Corporate Security team will need to be involved in any systems testing - this is outside the scope of Implementation (other than facilitating the testing with Corporate Security).	There is no question to answer. The Contractor is responsible for delivering all requirements and services listed in the <i>Pro Forma</i> Contract.
Pro Forma Contract A.3.i	106.	<p>Please confirm if travel expenses for the State to travel to the Contractor location for purposes of readiness review/pre-implementation review would need to be covered by the Contractor?</p> <p><i>i. During onsite visits as part of readiness review or a pre-implementation review, the Contractor shall provide the State, and/or its authorized representative onsite workspace (at the Contractor's offices) and access to a telephone, copier, and internet connection. The Contractor's staff members shall be freely available to the State officials to answer questions during these visits.</i></p>	No. The State will cover their own travel expenses for the pre-implementation review.
Pro Forma Contract A.3.l	107.	Not a standard practice, but something the Implementation and Account Management teams can co-own.	There is no question to answer. The Contractor is responsible for delivering all requirements and services listed in the <i>Pro Forma</i> Contract.
Pro Forma Contract A.4.i(2)	108.	Can the State clarify responsibility for the physician visit expense? Does the Contractor need to provide anything to support that function?	The only responsibility is providing the appropriate form for the visit and the ability to accept and upload the form into the Member's record.
Pro Forma Contract A.4.i(3)	109.	Please confirm that the Contractor is responsible for notifying members upfront that they must have their provider use the State-approved screening form, have their provider sign it, and that it must be submitted according to the Contractor's policies and procedures to be counted as complete.	The State confirms.

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE
Pro Forma Contract A.4.i(4)	110.	<p>If physician forms are handled by Labcorp there is not a notification process. If we manage the form then we can but only for required information and that is not customizable. Also, if we can't identify the member number we cannot reach out .</p> <p>Customization will vary based on preferred method of form transmittal. Discussion required on mutually acceptable fields required for processing member information and formatting for character recognition.</p>	There is no question to answer. The Contractor is responsible for delivering all requirements and services listed in the <i>Pro Forma</i> Contract.
Pro Forma Contract A.4.i(5)	111.	Our standard turnaround time for biometric results is 10 business days from the date of screening.	There is no question to answer. The Contractor is responsible for delivering all requirements and services listed in the <i>Pro Forma</i> Contract.
Pro Forma Contract A.5.b	112.	There is an option to download results of the HRA and print.	There is no question to answer. The Contractor is responsible for delivering all requirements and services listed in the <i>Pro Forma</i> Contract.
Pro Forma Contract A.5.e	113.	We do not send reminders through telephone messages or push notifications, only through on-plaform "daily cards," email, and on-platform "interrupts" (on-screen messages).	There is no question to answer. The Contractor is responsible for delivering all requirements and services listed in the <i>Pro Forma</i> Contract.
A.6.b	114.	These devices are typically tied to more specific digital therapy solutions. Please confirm if the State wants to make devices available to all employees regardless of condition verification.	The State wants to make the digital devices available to those who qualify for a program and the device would help the Member better manage their condition and track outcomes.
Pro Forma Contract A.6	115.	<p>RFP Attachment 6.6 (Pro Forma Contract), Section A.6 (Content and Structure of Programs/Services), Item A.6.n:</p> <p>This section indicates that Members eligible for chronic condition management and lifestyle counseling shall have the ability to opt-in. Does this mean the State does not want the Contractor to make outreach attempts?</p>	The State expects the Contractor to make outreach attempts to eligible Members but will give Members the flexibility to opt-in or opt-out since this is a voluntary program.

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE
Pro Forma Contract A.6.a	116.	We provide a continuum of support where there could be special focus as well as support on a more holistic basis.	There is no question to answer. The Contractor is responsible for delivering all requirements and services listed in the <i>Pro Forma</i> Contract.
Pro Forma Contract A.6.c	117.	<p>Pro Forma Contract A.6.c states:</p> <p><i>“The Contractor shall be able to either sync with a Member’s current device or have the ability to provide a device, if requested.”</i></p> <p>Can the State please clarify the devices, at minimum, that the Contractor needs to offer and/or a list of the types of devices the State is referring to?</p>	The list of devices is provided in Attachment 6.3 Cost Proposal.
Pro Forma Contract A.6.d.2	118.	Will the State be willing to work with the Contractor's definitions of participation and completion for the purposes of incentive awards?	Yes. However, the State will have final determination.
For Forma Contract A.6.g	119.	We have processes in place to provide advance notice; however, there could be instances such as an unplanned absence where another coach will make the outreach to the member.	There is no question to answer. The Contractor is responsible for delivering all requirements and services listed in the <i>Pro Forma</i> Contract.
A.6.j	120.	The Contractor shall submit the policies and procedures required by A.6.k. to the State by the date outlined in Contract Section A.23. The State reserves the right to review the policies and procedures and require propose changes. The Contractor shall notify the State, In Writing, thirty (30) days prior to any significant changes to these policies and procedures. The State reserves the right to review the proposed change(s) and require revisions.	The State will agree to this revision. See amendment item #6 below.
Pro Forma Contract A.6.k	121.	Consistent with the requirements of Contract Section A.17.a. the Contractor shall interact with the Member’s medical TPA, EAP/BHO contractor, the PBM, and other State Contractors as necessary to avoid duplication of effort and ensure coordinated and comprehensive care for Members.	The State will not agree to this revision..

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		Coaches currently do not have access to claims data. Coaches can refer members to benefits resources but they are not coordinating care for members.	
Pro Forma Contract A.7.b.1	122.	<p>Please confirm that all of the following activities would be in scope for Outreach –</p> <ul style="list-style-type: none"> -Internal communications (e.g., Intranet, Benefit Packages) -Member-facing webinars -Co-branded direct mailers -Contractor emails -Contractor texts -Contractor phone calls (outbound to member) -HIPAA-compliant digital ads 	The State confirms.
Pro Forma Contract A.7	123.	<p>RFP Attachment 6.6 (Pro Forma Contract), Section A.7 (Identification, Outreach and Engagement), Item A.7.b.(2): This section indicates that the Contractor shall have a procedure in place to ensure that the Member can opt-out of any program and the Contractor will remove the Member from outreach for the remainder of the year. This seems contrary to Item A.6.n in the Pro Forma Contract.</p>	Some Members do not want to participate, and we want our Contractors to respect that request and have the ability to stop outreach should a Member make that request. A.6.n. would allow the Member to opt-in.
Pro Forma Contract A.7	124.	<p>RFP Attachment 6.6 (Pro Forma Contract), Section A.7 (Identification, Outreach and Engagement), Item A.7.b.(5): This Section indicates that only Head of Contract and spouses shall be contacted about enrollment into any programs. Based on the information that the State will extend access to local education, local government and all retirees population for all programs and resources, does Item A.7.b.(5) mean that outreach cannot be made to the local education,</p>	Outreach can be made to the Head of Contract or spouse in any of the plans. A.7.b. (5) is referencing dependent children who are 18 and up. The State is asking the Contractor to allow those 18+ dependents to opt-in rather than the Contractor outreach to them.

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		local government and all retiree population?	
Pro Forma Contract A.7	125.	RFP Attachment 6.6 (Pro Forma Contract), Section A.7 (Identification, Outreach and Engagement), Item A.7.g.: Please identify the State's desired biomarkers <u>in addition to</u> A1C and glucose levels, preferably quoting which national organization you would like the Contractor to follow.	Specific to A.7.g. A1c or glucose are the only biomarkers the State is asking the Contractor to report other than weight, BMI and medication reduction for the diabetes reversal/remission program.
Pro Forma Contract A.7.a (1)	126.	Clarify that sharing of medical and pharmacy claims will be subject to a data sharing agreement	The data is considered the ownership of the State and the <i>Pro Forma</i> contract, along with all of BA's contracts, includes a HIPAA BAA.
Pro Forma Contract A.7.a(2)	127.	We typically bill at service line. We'd like to discuss individual level billing further for mutual agreement.	The State will not agree to this request.
Pro Forma Contract A.7.a(3)	128.	<p>The Contractor shall review with the State, prior to program Go-Live, the criteria/methodology used to determine risk stratification for all programs delivered by the Contractor, including chronic condition management, and lifestyle coaching counseling. The State will not ask to make changes to the criteria, however the Contractor shall review, in detail, the methodology for determining eligibility for all programs.</p> <p>We do not currently use risk stratification to identify members for program participation. Members are assigned to a coach based on the topic they select. Lifestyle coaches can refer members to Condition Management coaches if indicated.</p>	Please see response to Question #100.
Pro Forma Contract A.7.d	129.	At the request of the State, the Contractor shall make available appropriate staff to provide Lifestyle coaching counseling and chronic condition management services to Members, either individually or in a group setting at a site approved by the State. Onsite coaching is only included with purchase of Workplace Health Coaching	Please see response to Question #100.

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE
		Onsite coaching is only included with purchase of Workplace Health Coaching	
Pro Forma Contract A.7.d	130.	<p>If the Contractor outreaches to the member to take action in the app and the member completes that action, does that count as an interactive contact? For example, the Contractor (provider) reaches out to prompt the member to:</p> <ul style="list-style-type: none"> -Review content related to their condition(s) -Complete a lesson -Create a habit -Record a meal -Sync their device to upload a clinical metric 	No.
Pro Forma Contract A.7.d	131.	<p>Can you confirm that A.7.d means that the Contractor will need to provide in-person services in addition to virtual? If yes, can you share more details</p> <ul style="list-style-type: none"> - -Number of sites -Hours of availability -Scope of services 	The State wants some flexibility in offering onsite coaching services. Currently, we have three regional coaches who are available for onsite activities.
Pro Forma Contract A.7.e	132.	Depending on final program configuration and pricing options, definitions of "engaged" and milestones may vary.	The definition of engaged is provided in Attachment 6.3 Cost Proposal Footnote #2 and #3.
A.7.e(1)	133.	<p>In order to consider a Member as "engaged" in lifestyle coaching counseling and/or chronic condition management, for purposes of reimbursement pursuant to Section C.3, the Contractor shall document a minimum of one (1) completed, interactive contact with the Member (meaning the Member was responsive to the Contractor's outreach) at least once per month to be paid for that month. The Contractor shall provide more frequent interactive contact than the minimum if needed and/or desired by the Member.</p> <p>Once a member is engaged in coaching (completes their first telephonic coaching session),</p>	Please see response to Question #100.

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		they are considered engaged for 90 days, even if the member misses a follow-up coaching session. If the member does not re-engage with their coach after 90 days, they will no longer be in an “engaged” status and at that time, we no longer bill for that member (until they re-engage again).	The state does not agree to the call cadence engagement referenced.
A.7.e(2)	134.	This is a [REDACTED] [REDACTED]only offering	The Contractor is responsible for delivering all requirements and services listed in the <i>Pro Forma</i> Contract.
A.7.e(3)	135.	After the first completed coaching session, the member is engaged for 90 even if they are unresponsive to outreach attempts. After 90 days “e“Engagement” shall not be defined as a series of outbound outreach attempts whether via web-portal, phone, text, email or some other means of contact from the Contractor to which the Contractor receives no response from the Member.	The State does not agree to this revision.
Pro Forma Contract A.7.g	136.	This would only be included if [REDACTED] [REDACTED] was purchased	The Contractor is responsible for delivering all requirements and services listed in the <i>Pro Forma</i> Contract.
Pro Forma Contract A.7. f and g	137.	Quarterly reports for Members who are engaged in lifestyle management and chronic condition management and in the diabetes reversal/remission program must adhere to privacy / HIPAA guidelines	The State has included a HIPAA BAA in the <i>Pro Forma</i> Contract as Contract Attachment E.
Pro Forma Section A.8	138.	RFP Attachment 6.6 (Pro Forma Contract), Section A.8 (Chronic Condition Management), Item A.8.a.: Does the State expect for a Contractor to provide 8 (or more) individual condition management programs with associated low, moderate, and high-risk stratification, coaching and reporting? Specifically, are you expecting to see #2 (hypertension), #6 (chronic kidney disease (CKD)- specific to Members with diabetes	Yes.

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		and/or hypertension), and #8 (diabetes remission/reversal) as separate programs that are not part of the other programs included in this list?	
Pro Forma Contract A.8	139.	RFP Attachment 6.6 (Pro Forma Contract), Section A.8 (Chronic Condition Management), Item A.8.e.: Please clarify the State's expectations regarding "personalized nutrition and medication deprescribing" as they relate to a diabetes remission program.	Several programs emerging in this space offer personalized nutrition for Members along with support for eliminating medications as the Member's biomarkers improve. We are requesting a program with these features to support Members who have struggled with managing their diabetes.
Pro Forma Contract A.8.a	140.	<p>We do not currently analyze medical and pharmacy claims data. If we're outreaching based on risk/chronic condition it would be custom and would require us to price it out. Here is how our current outreach campaigns are defined:</p> <p>Outreach Campaigns defined as multi-pronged methods/styles/channels:</p> <ul style="list-style-type: none"> • Cards - Promotions • Standard Emails • Custom Emails • Telephonic Auto-Dialing w/voicemail <p>SMS Text - 'click' to login and schedule</p>	Please see the response to Question #1 above.
Pro Forma Contract A.8.a(6)	141.	Condition Management Coaching does not currently cover CKD.	CKD is a required chronic condition program from the Contractor.
Pro Forma Contract A.8.a(9)	142.	Covered topics will be administered according to our Total Population Health or Condition Management options.	No question has been asked. The Contractor is responsible for delivering all requirements and services listed in the <i>Pro Forma</i> Contract.
Pro Forma Contract A.8.e	143.	The Contractor shall coach offer a program for diabetes remission/reversal that includes tracking A1c and/or other key biomarkers, personalized nutrition and medication deprescribing, if warranted.	The State does not agree to this revision. The State is looking for a Diabetes remission/reversal program in addition to program for diabetes management. Both are required programs.

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Pro Forma Contract A.9.a(5)	144.	Tobacco Cessation is only available in total population health and tobacco only packages.	Please see the response to Question #1 above.
Pro Forma Contract A.9.a(6)	145.	Covered topics will be administered according to our Total Population Health or Condition Management options.	Please see the response to Question #1 above.
Pro Forma Contract A.9.b	146.	The Contractor shall provide a high quality, evidenced based lifestyle counseling coaching program for those actively engaged. The program(s) should apply principles of behavior modification and education aimed at reducing risk factors that, left unmanaged, can lead to chronic conditions.	Please see response to Question #100 above.
Pro Forma Contract A.9.b	147.	<p>Is this requirement below regarding lifestyle counseling incremental to the programs listed in A.8.a and A.9.a? If yes, can you provide more detail as to what this would encompass?</p> <p><i>A.9.b: The Contractor shall provide a high quality, evidenced based lifestyle counseling program for those actively engaged. The program(s) should apply principles of behavior modification and education aimed at reducing risk factors that, left unmanaged, can lead to chronic conditions.</i></p>	It is specific to A.9.a. The State wants the Contractor's program to be a clinically valid program with structure around behavior change and appropriate educational resources to support the Member. An example would be a tobacco cessation program. The program should be backed by research and the latest scientific evidence.
Pro Forma Contract A.10	148.	This is only included if [REDACTED] [REDACTED]weight management is purchased.	The Contractor is responsible for delivering all requirements and services listed in the <i>Pro Forma</i> Contract.
Pro Forma Contract A.10.a	149.	We cannot adjust the eligibility thresholds for weight management; however, our prerequisites for [REDACTED] weight management is more inclusive than the State's requirement of outreaching to members with a BMI of 29.99 or greater . We currently have our requirements to be a BMI great than 30 OR to members with a BMI between 2-29.99 and a cardiovascular disease risk factor.	Please see the response to Question #1 above.
Pro Forma Contract A.10.b	150.	Coaching interactions occur weekly via the first 6 months and then monthly the last 6 months. Members are able to	No question has been asked. The Contractor is responsible for delivering all requirements and services listed in the <i>Pro Forma</i> Contract.

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		engage with their coach via phone, SMS, on-platform chat, and email.	
Pro Forma Contract A.10.b	151.	While we do support Bluetooth connected scales, we provision cellular connected scales which provide a better user experience and lead to higher rates of weight capture.	The State would be open to cellular connected or Bluetooth scales. Please see amendment item #x below.
Pro Forma Contract A.10.b	152.	Would the State also allow cellular connected scales in addition to BlueTooth connected scales as we have found that cellular provide a better user experience and lead to higher rates of weight capture.	See response to Question #151 above.
Pro Forma Contract A.10.b	153.	Can you confirm that the State would pay for a digital scale (as defined in Attachment 6.3) and that A.10.b is just clarifying that the member would not be charged?	The State will pay for a digital scale for the weight management program but the cost should be incorporated into the total cost of the weight management program in Attachment 6.3 Cost Proposal. The Member shall not pay for any costs related to the program. The State will also reimburse the Contractor for digital scales for other programs as bid in the cost proposal.
Pro Forma Contract A.10.b	154.	While our organization does support Bluetooth connected scales, we provision cellular connected scales which provide a better user experience and lead to higher rates of weight capture.	See response to Question #151 above.
Pro Forma Contract A.10.c	155.	Members and coaches can interact via secure online messaging in the [REDACTED] [REDACTED] app, over the phone, SMS, and email.	No question has been asked. The Contractor is responsible for delivering all requirements and services listed in the <i>Pro Forma</i> Contract.
Pro Forma Contract A.11.b	156.	The member can get paycheck (aka cash incentive) or HSA rewards, but the member will not be able to elect this at the time of earning their incentives or after since this is determined by plan design. Members can elect to have an HSA or not and be placed into reward segments based on that designation. Our incentive structure is flexible, and we can provide necessary files to the State for processing or directly to the HSA administrator, based on the member's plan design.	No question has been asked. The Contractor is responsible for delivering all requirements and services listed in the <i>Pro Forma</i> Contract.
Pro Forma Contract A.11.d	157.	The Contractor shall reimburse the State for one hundred percent (100%) of incentive payments made in error or provide alternative means of	The State does not agree to this revision..

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		<p>fund recovery if the error was based on incorrect incentive reports from the Contractor.</p> <p>Incentive earnings will be created using platform functionality; we will not create incentives using custom calculations within files.</p>	
Pro Forma Contract A.12.a	158.	<p>Pro Forma Contract A.12.a states:</p> <p><i>“All Member services representatives handling calls related to this Contract shall be familiar with the terms and provisions of this Contract. The representatives shall also have basic knowledge about Member Benefits, including the TPAs, EAP/BHO, PBM and Benefits for which each contractor is responsible as well as contact information for each contractor.”</i></p> <p>Can the State please clarify what actions the Respondent’s support team is expected to take with this information?</p>	The support team should be familiar with the benefits available, the contractors delivering services to our Members and how to warm transfer or provide the contact information for the other contractors.
Pro Forma Contract A.12.c	159.	<p>Can you provide more detail as to the referrals to external Contractors?</p> <p>-What type of referrals?</p> <p>-What would the referral mechanism be?</p>	Referrals could be to case management with our medical TPAs or the EAP or behavioral health program. The referral mechanism will be addressed during implementation when the Contractor meets with the other contractors to establish data sharing and the referral process.
Pro Forma Contract A.12.f	160.	<p>Would the State consider excluding mail inquiries given this type of inquiry is atypical?</p>	The State does not agree to this request.
Pro Forma Contract A.13.g.1	161.	<p>Propose an alternative to directing members to a voicemail or another coach such as leaving a text message for the provider or another type of alert</p>	The State does not agree to this request.
Pro Forma Contract A.13.j	162.	<p>After English, what are the next top 5 languages spoken by the eligible population and what percentage of the eligible population speaks each?</p>	<p>Benefits Administration refers to HHS.gov for guidance on the Tennessee population: https://www.hhs.gov/sites/default/files/resources-for-covered-entities-top-15-languages-list.pdf</p> <p>Rank State Language Estimate</p> <p>1 TN Spanish - 111,267</p> <p>2 TN Arabic - 7,880</p> <p>3 TN Chinese - 6,462</p> <p>4 TN Vietnamese - 6,361</p> <p>5 TN Korean - 3,969</p>

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Pro Forma Contract A.13.l.1	163.	Propose clarifying that ASA metric is calculated after the member is placed in the queue	Please refer back to the definition of ASA in <i>Pro Forma Contract</i> Section A.2.f.
Pro Forma Contract A.13.l(1)	164.	The Contractor shall maintain a monthly average ASA of thirty-five (35) seconds or less. After answering the call, the Contractor may only put callers on hold in order to (a) make outbound calls as necessary or (b) to research a caller's issue.	The State does not agree to this revision.
Pro Forma Contract A.13.l.2	165.	Telephone Service Factor is noted in A.13.l.2 as a service level metric. It is not included in Attachment C. Can you confirm if there are any fees-at-risk for this metric?	There are no fees at risk for the Telephone Service Factor. Just a required reporting item.
Pro Forma Contract A.13.l.4	166.	Propose excluding or adjusting this First Call Resolution metric; First Call Resolution metrics discourage follow-ups with critical information (if a member responds with even "thank you" it's not typically considered one touch). Members also often want us to pass messages to coaches etc which requires follow up. The nature of our business just doesn't align with a standard first call resolution metric. Could also explore a post-ticket survey asking if the request was resolved to their satisfaction.	The State does not agree to this revision.
Pro Forma Contract A.13.u	167.	We do not provide wait times, but do offer a call back service	No question has been asked. The Contractor is responsible for delivering all requirements and services listed in the <i>Pro Forma Contract</i> .
Pro Forma Contract A.13.w	168.	<p>"The Contractor shall have the ability to allow third parties (the State or its authorized representative) to review previously recorded calls from a remote location. The Contractor shall have the ability to provide a random sample of de-identified (recordings of interactions that have been stripped of identifying information) calls to the State upon request."</p> <p>Comment: We are able to provide transcribed, de-identified calls upon request (in compliance with HIPAA). We would like to have further conversations with the State to</p>	The State does not agree to this request.

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		understand their needs in this area.	
Pro Forma contract A.14.a(1)	169.	At this point, we can provide open and click rates for our digital communications. Account Management team can also provide engagement/ enrollment information, but we can't currently tie a specific member activity to a communication.	No question has been asked. The Contractor is responsible for delivering all requirements and services listed in the <i>Pro Forma</i> Contract.
Pro Forma Contract A.14.e(3)	170.	We can accommodate with additional details for mutually acceptable coverage of events.	No question has been asked. The Contractor is responsible for delivering all requirements and services listed in the <i>Pro Forma</i> Contract.
Pro Forma Contract A.14.f	171.	Credits will be provided to handle design and development of communications. Printing and mailing hard costs are not standardly included but can fulfilled at additional cost. As described in A.14.t., our printing/production process is as follows. We scope the project, provide an estimate, get approval of the estimate/SOW and then bill the client based on the approved estimate.	No question has been asked, however the State does not agree to receive billing for communications. The Contractor is responsible for delivering all requirements and services listed in the <i>Pro Forma</i> Contract. The State requires the Contractor to include the cost as part of the RFP Cost Proposal response
Pro Forma Contract A.14.l	172.	Section A.14.l Member Communications - Does the State have existing communications templates that the State will be sharing with the wellness vendors?	During implementation the State can provide examples of previous templates, but we are also willing to review materials from the Contractor as long as the "ParTNers for Health" logo is incorporated.
Pro Forma Contract A.14. h	173.	"The Contractor shall ensure communications are specific to the Program design and not simply a rebranding/repackaging of standard book-of-business materials or communications unless it is to remain in compliance with other regulatory requirements." Comment: Please note is that this would only apply to the State's communications, mobile app, and the member website. [REDACTED]'s public site and social media posts cannot be subject to the State's approval.	This would apply to any communications outlined in the <i>Pro Forma Contract</i> . The State agrees that this would not apply to non-State related communications.
Pro Forma Contract	174.	Would this would include care considerations?, as it would not	If you are referring to information included in your web portal, we are not asking to review and approve those resources.

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A.14.h		be possible to get pre-approval for all of those messages.	
Pro Forma contract A.14.m	175.	Product content uses the Readability Statistics in Microsoft Word to check readability scores in our scripts, and we record the grade level. Additional documentation includes a screen cap of the Word-generated Readability Stats modal window. We do not have the ability to assess reading level with a tool in the platform.	No question has been asked. The Contractor is responsible for delivering all requirements and services listed in the <i>Pro Forma</i> Contract.
Pro Forma Contract A.14.r	176.	Timing can vary depending on the changes requested. While error correction may be faster, extensive changes may take longer than 5 days.	No question has been asked but per the contract language there is the option for another timeframe approved by the State. The Contractor is responsible for delivering all requirements and services listed in the <i>Pro Forma</i> Contract.
Pro Forma Contract A.14.u and w	177.	Can you provide an estimated number of onsite events per year?	<p>The State is able to provide some historical onsite numbers but these are specific to work that our current contractor has done with departments and agencies to deliver onsite activities. The make up of these onsite activities is benefit fairs, biometric screenings conferences, lunch and learns and educational/informational sessions.</p> <p>2019: 87 2020: 33 2021: 77</p>
Pro Forma Contract A.14.v	178.	Additional discussion is required regarding the 4Mind4Body webinars for mutually agreeable customization and pricing determination.	The State requires the Contractor to include the cost as part of the RFP Cost Proposal response.
Pro Forma Contract A.14.v	179.	Can you confirm whether the webinars referenced in A.14.v would require Contractor staff to be onsite?	No. These are all delivered virtually.
Pro Forma Contract A.15	180.	We can accommodate this requirement based on our review of current pages. We may request additional review if selected to accommodate any specific features not readily identified.	The State expects and the Contractor is responsible for delivering all requirements and services listed in the <i>Pro Forma</i> Contract. If there are additional features the Contractor wants to present during implementation the State is open to that, but it will be at no additional cost to the State.
Pro Forma Contract A.15	181.	RFP Attachment 6.6 (Pro Forma Contract), Section A.15 (Splash Page, Contractor Website, and Mobile Application), Item A.15.p: This section indicates the State shall have the authority to request revisions to the	If the Contractor's Privacy Policy is part of the Contractor's online Terms and Conditions or Online Service Agreement, it would be part of the State's review.

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		Contractor's online Terms and Conditions. Is this referring to the Respondent's Privacy Policy as well?	
Pro Forma Contract A.15.p	182.	Propose that changes to Terms & Conditions would be as mutually agreed to by State of TN and Contractor	The State does not agree to this request.
Pro Forma Contract A.16	183.	The requirements stated in A.16 are quite broad. While we do not take specific exceptions to the language in the RFP other than noted below, we reserve the right to negotiate and refine these requirements.	The State will not negotiate the <i>Pro Forma</i> Contract requirements after the contract award.
Pro Forma Contract A.16.b	184.	Upon thirty (30) days' written notice and the execution of any applicable third-party confidentiality agreement(s), if any, reasonably required by the Contractor, the State and/or its authorized representative shall have the right to examine and audit the Contractor services and pricing to ensure compliance with all applicable requirements. This shall be limited to no more than once per year and during business hours, for financial audits.. Security audit scope is limited to process review/documentation. Access to systems, data, and logs are out of scope for client audits. For the purpose of this requirement, the term, "Contractor," shall include its parent organization, Affiliates, subsidiaries, and subcontractors, who provide services under this Contract.	The State does not agree to this revision.
Pro Forma Contract A.16.e	185.	In no instance shall the Contractor advise the State that one set of auditors is appropriate while another set is not. In addition, the State may audit or re-audit any time period, no more than once per year , in accordance with the timeframe for audits listed in Contract Section D.11. Previous audits of time periods or any other sort of audit does not negate the State's right to re-audit the same information again later. There shall be no audit blackout	The State does not agree to this revision.

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		<p>periods at any point during a year and any charges or fees in any form for any audits that the State chooses to exercise.</p>	
Pro Forma Contract A.16. f	186.	<p>The Contractor shall provide access, at any time during the period of this Contract and for five (5) two (2) years after final contract payment (longer if required by law), to the State and/or its authorized representative to examine and audit Contractor services, payments, and pricing directly pursuant to this Contract. The State reserves the right to request that copies of documentation be provided for review at the authorized representative's location, the State's location, or at the Contractor's corporate site.</p>	The State does not agree to this revision.
Pro Forma Contract A.16.i	187.	<p>The Contractor shall fund the following audits which shall be conducted by a qualified organization or representative chosen by the State and the scope of the audit shall be defined by the State:</p> <p>(1) A pre-implementation audit to review, at a minimum, the Contractor's system configuration to show how Program activities are tracked and reported to the State as well as how the Contractor will comply with incentive tracking and reporting;</p> <p>(2) An operational audit focusing on, at a minimum, staffing, customer service capabilities; and</p> <p>(3) Any follow-up audits if significant deficiencies, as determined by the State, are noted.</p>	The State does not agree to this revision.
Pro Forma Contract A.16.t	188.	<p>In the NCQA/URAC requirement, it references a "start date"</p> <p>- please confirm if the start date is the contract effective date (4/1/23), the go-live date (1/1/24), or some other date?</p>	The Go-Live date.

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Pro Forma Contract A.16.p	189.	<p>The Contractor and the State shall mutually agree on the methodology for reporting on the chronic condition management program performance measures outlined in Contract Attachment C, SLA scorecard.</p> <p>Chronic condition management is out of scope. We do not practice medicine or provide health care.</p>	The State does not agree to this revision. The Contractor is responsible for delivering all requirements and services listed in the <i>Pro Forma</i> Contract.
Pro Forma Contract A.16.q	190.	<p>The Contractor shall report, annually, the chronic condition management program performance measures as listed in Appendix 7.4 Appendix 7.4 and see Contract Section A.23. and Contract Attachment D.</p> <p>Chronic condition management is out of scope. We do not practice medicine or provide health care.</p>	The State does not agree to this revision. The Contractor is responsible for delivering all requirements and services listed in the <i>Pro Forma</i> Contract.
Pro Forma Contract A.16.r	191.	We request additional information on survey and request mutually acceptable execution of survey.	The State does not agree to this request.
Pro Forma Contract A.16.s	192.	Metrics vary . We can partner with the State on mutually acceptable measurements and definitions.	The State does not agree to this request.
Pro Forma Contract A.16.t	193.	<p>The Pro Forma Contract section A.16.t states: <i>“The Contractor shall obtain (if it does not already have) NCQA provisional Wellness & Health Promotion Accreditation Or NCQA provisional disease management accreditation, or Utilization Review Accreditation Commission (URAC) disease management accreditation within one (1) year of the program start date or another date as approved In Writing by the State and shall retain it thereafter for the full term of this Contract. Refer to Contract Attachment D, Reporting Requirements.”</i></p> <p>Can the State please confirm that only the accreditation applicable to a Respondent’s solution is required?</p>	The State confirms.

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Pro Forma Contract A.16.u	194.	May require further clarification of Plan Documents	The Contractor is responsible for delivering all requirements and services listed in the <i>Pro Forma</i> Contract. The State's Plan Documents can be found on our website and may be discussed during implementation after contract award.
A.16.v	195.	Subject to NCQA guidelines	No question has been asked but the State would not agree to changes that run afoul of NCQA guidelines. The Contractor is responsible for delivering all requirements and services listed in the <i>Pro Forma</i> Contract.
Pro Forma Contract A.16	196.	Is the State open to a minor revision to this section regarding access to systems?	The State would need to see the revisions to make a determination. Please submit those during Round 2 of Question and Comments. Note that Respondents are limited to five questions/comments which includes suggested redlines.
Pro Forma Contract A.17.f.1	197.	Can you provide an estimate of the number of State-sponsored contractor summits per year?	At most there would be one contractor summit per year but one to two during the contract term is more likely.
A.17	198.	The requirements stated in A.17 are quite broad. While we do not take specific exceptions to the language in the RFP, we reserve the right to negotiate and refine these requirements.	The State will not negotiate after the contract award.
Pro Forma Contract A.17.a and b	199.	Exchange of data and transmission of electronic files will be subject to a data sharing agreement	The State does not agree. The data is considered the ownership of the State and the <i>Pro Forma</i> contract includes a HIPAA BAA.
Pro Forma Contract A.17.c.2	200.	<p>Can you provide clarification as to the more detailed requirements of A.17.c.2? Does this mean the Contractor would need to issue the member their insurance card and handbook? Or what specific activities would need to happen?</p> <p><i>(1) Provision of information for the TPA to include in the member handbook and the member identification card, including Program information, the Contractor's toll-free telephone number, hours of operation, and website address.</i></p>	A.17.c.1. references information about the Population Health program that would be included in the medical carriers' member handbooks. The medical carriers, not the Population Health vendor, will be responsible for issuance of their member handbooks and insurance cards.
Pro Forma Contract A.17.a	201.	<p>Can you provide more details about the coordination with other entities in A.17.a?</p> <p>-What type of referrals would be made and how? -What type of information would need to be exchanged and in what format?</p>	<p>What type of referrals would be made and how? Referrals from the contractor to the TPAs for case management and referrals from the TPAs for scope of services within this contract.</p> <p>-What type of information would need to be exchanged and in what format? The Population Health contractor and the TPAs shall mutually agree on the information and format.</p>

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		<p>-What type of data would need to be exchanged, in what format, and how? -What type of meetings would the Contractor need to attend and what is the frequency and scope?</p> <p><i>a. The Contractor shall coordinate with all other approved State contractors including, but not limited to, the PBM, TPAs and the EAP/BHO contractor as necessary to ensure that Members receive appropriate services. This coordination shall include, but is not limited to, making referrals, providing information, exchanging data, and attending and participating in meetings.</i></p>	<p>-What type of data would need to be exchanged, in what format, and how? The Population Health contractor and the TPAs shall mutually agree on the data and format.</p> <p>-What type of meetings would the Contractor need to attend and what is the frequency and scope? The Population Health contractor and the TPAs shall agree mutually on the meeting frequency. Typically, the meetings have been to discuss complex member cases.</p>
Pro Forma A.17.g	202.	Could you please clarify the scope of the “existing services” that we would be expected to transition as outlined in A.17 g ?	Contract Section A.17.g. has been removed. See amendment item #8 below.
Pro Forma Contract A.18	203.	A.18 does not appear applicable to the proposed scope of work; suggest deleting A.18.a through A.18.m.	The State does not agree to this revision.
Pro Forma Contract A.18.d	204.	Assumes a mutually agreed upon definition of what "urgent" means.	The State does not agree to this assumption. Urgent matters shall be determined by the State.
Pro Forma Contract A.18.d	205.	Please clarify the scope of inquiries described in item A.18 d . Could you explain what types of matters would be designated as urgent by the State?	An example would be an escalated member issue, an inquiry from the legislature or the Governor’s office.
Pro Forma A.18.d	206.	“The Contractor shall respond to all inquiries In Writing from the State within two (2) Business Days after receipt of said inquiry. In cases where additional information to answer the State’s inquiry is required, the Contractor shall notify the State immediately as to when the response can be furnished to the State. For matters designated as urgent by the State, the Contractor shall provide a response to the State within four (4) hours during normal business hours. During non-business hours the Contractor shall	The State does not agree. The Contractor is responsible for delivering all requirements and services listed in the <i>Pro Forma</i> Contract.

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		<p>provide a response to urgent matters to the State within twenty-four (24) hours. Staff members, from the applicable business unit, with final decision-making authority shall provide responses.”</p> <p>Comment: In the case of standard inquiries for our Customer Service team, this is feasible. But for escalations outside of Customer Service, we are willing to discuss the requirements.</p>	
Pro Forma Contract A.18.F	207.	Can the State clarify the nature of this provision, who is analyzing proposed legislation, and how often it anticipates sending inquiries requiring 48-hour turnaround.	Occasionally, legislation will be proposed that could have an impact on the program or service delivery. We ask the impacted Contractor to review the proposed legislation and provide feedback on its potential impact, financial and otherwise, on the services being delivered under the contract. The state may use this information in our formal response to proposed legislation. We cannot estimate how often these requests will occur during legislative session, which runs annually Jan. through April or May. One recent example that we sought Contractor feedback on was a requirement that all Contractor call centers be located in Tennessee.
Pro Forma Contract A.18.J	208.	Is this section meant to restrict use of de-identified data?	No. The Contractor is not allowed to use any identifiable data related to this program, its outcomes, or <i>Pro Forma</i> Contract without the state’s approval. Also see the requirements of D.20e.
Pro Forma Contract A.18.K	209.	Can the State clarify what its concerns are in this section when it says “any situation that appears” to negatively impact.	Any issue that arises that could negatively impact the reputation of our program or could impact service delivery. Examples would be a HIPAA breach within the Contractor’s organization, negative press about the Contractor, or an organizational failure that prevents services from being delivered (system outages, etc.).
Pro Forma Contract A.18.I	210.	As prior approved In Writing by the State (see Contract Section D.7.), the Contractor may subcontract for some of the requirements of this Contract. However, the Contractor may not subcontract for more than three (3) of the core functions provided by this Contract. Core functions include the web portal (website), data management, incentive administration, health questionnaire, weight management program, chronic condition management programs, and lifestyle	Please see response to Question #100 above.

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		<p>counseling coaching. If the Contractor subcontracts for any of the requirements of this Contract, the Contractor shall implement monitoring processes to ensure compliance with requirements stated herein. These monitoring processes shall be provided to the State for review.</p>	
<p>Pro Forma Contract A.18.I</p>	<p>211.</p>	<p>As prior approved In Writing by the State (see Contract Section D.7.), the Contractor may subcontract for some of the requirements of this Contract. However, the Contractor may not subcontract for more than three (3) of the core functions provided by this Contract. Core functions include the web portal (website), data management, incentive administration, health questionnaire, weight management program, chronic condition management programs, and lifestyle coaching counseling. If the Contractor subcontracts for any of the requirements of this Contract, the Contractor shall implement monitoring processes to ensure compliance with requirements stated herein. These monitoring processes shall be provided to the State for review.</p>	<p>Please see response to Question #100 above.</p>
<p>Pro Forma Contract A.18.I</p>	<p>212.</p>	<p>A.18.I of the Pro Forma Contract states <i>"As prior approved In Writing by the State (see Contract Section D.7.), the Contractor may subcontract for some of the requirements of this Contract. However, the Contractor may not subcontract for more than three (3) of the core functions provided by this Contract. Core functions include the web portal (website), data management, incentive administration, health questionnaire, weight management program, chronic condition management programs, and lifestyle counseling. If the Contractor subcontracts for any of the requirements of this Contract, the Contractor shall implement monitoring processes to ensure</i></p>	

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		<p><i>compliance with requirements stated herein. These monitoring processes shall be provided to the State for review.”</i></p> <p>Will the State consider removing chronic condition management programs from this requirement since its scope includes numerous programs, including “<i>other conditions as approved by the State</i>”, given the limitation of not allowing respondents to subcontract for more than three of the core functions? This current requirement could significantly limit the number of vendors that can respond to this RFP as many digital health vendors partner with other entities to provide many of the well-being and health navigation services. There may be different viable solution pathways to achieve the State’s objectives, each with its own advantages, depending on what’s most important to the State.</p>	The State does not agree to this revision.
Pro Forma Contract A.18.I	213.	Is this section meant to address affiliates of the wellness vendor, as we use affiliates to perform some non-essential tasks and those may change over time and outside of our control.	Please clarify specifically what non-essential tasks you are referencing so that the State can answer the question during Round 2 of Question and Comments.
Pro Forma Contract A.19.	214.	We strive to provide excellent service to our public sector partners. We agree in principle to the items under this category and request further discussion on mutually acceptable terms based on services rendered and services provided.	The State does not agree. The Contractor is responsible for delivering all requirements and services listed in the <i>Pro Forma Contract</i> .
Pro Forma Contract A.19	215.	Note that our provider staff does include subcontractors	The State is fine with subcontractors being used for provider staff.
Pro Forma Contract A.19.d	216.	The Contractor shall have sufficient qualified and trained staff as specified in the Contractor’s Proposal in response to RFP#31786-00168 to provide weight management, chronic condition management and lifestyle coaching counseling . The Contractor shall ensure continuous training, education, certification, and	Please see response to Question #100 above.

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		licensure, if applicable, of all coaches and clinicians.	
Pro Forma Contract A.19.d(1)	217.	Coaching for chronic conditions is provided by a nurse, dietitian, diabetes educator, nutritionist, or other expert with related background and expertise. Although all clinicians are appropriately licensed, they do not prescribe and shall support members through a coach lens.	No question has been asked. The Contractor is responsible for delivering all requirements and services listed in the <i>Pro Forma</i> Contract.
Pro Forma Contract A.19.d(3)	218.	All coaches should be familiar with external referrals to benefits for medical, pharm, and EAP. and clinicians shall be familiar with the Benefits and coverage for medical, pharmacy and EAP/BHO services.	The State does not agree to this revision.
Pro Forma Contract A.19.e(2)	219.	All weight management and lifestyle counseling coaches shall have, at a minimum, a degree in a related field; and	Please see response to Question #100 above.
Pro Forma Contract A.19.h	220.	We have a survey and a process that we would like to recommend in lieu of developing a new experience.	The State is open to reviewing existing materials, but the state has final approval over the survey instrument to be used. The State does not agree to make any contract changes for this requirement.
Pro Forma Contract A.20.d	221.	We typically would not communicate with members directly. We could agree to this where there was no conflict of privacy relationship between us and the member.	The State does not agree. The Contractor is responsible for delivering all requirements and services listed in the <i>Pro Forma</i> Contract.
Pro Forma Contract A.20.e(3)	222.	Can the State clarify what kind of information it is contemplating here and what is driving the turnaround times. Is it possible, to extend the turnaround times?	There are various types of information that could be requested from the Contractor. If a request cannot be fulfilled within the timeframes stated in the contract, the State will consider an extension on a case-by-case basis.
Pro Forma Contract A.20.f	223.	Is this provision meant to limit the vendor's need to disclose information in performance of its services (such as with care considerations)?	No. The provision is meant to prohibit the Contractor for using any data from the program without written permission from the State.
Pro Forma Contract A.20.e(2)	224.	Data will be retained per company retention policy and customer contractual obligations. Data can be deleted ad-hoc or by request as needed.	The State does not agree. The data is considered the State's and the Contractor is required to hold the data and delete it, when appropriate, based on contract requirements.

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Pro Forma Contract A.20.e(3)	225.	Data will be retained per company retention policy and customer contractual obligations.	See response to Question #224 above.
Pro Forma Contract A.20.f	226.	Data ownership of the eligibility file is owned by the state; member data may differ based on privacy restrictions.	See response to Question #224 above.
Pro Forma Contract A.20.f	227.	Member data will need to be separately addressed	See response to Question #224 above.
Pro Forma Contract A.20.g(1)	228.	<p>We will attempt to adhere to customer desired maintenance windows; due to our multi-tenant service offerings we may need to have service outside window due to emergency patching or other security/critical issues.</p> <p>Our standard SLA: 1. Availability of Services. The requirements set forth [in Section 1 of our standard SLAs document] are defined to be the "Service Levels". The Application Services will be available to Members and Client a minimum of 99.5% of the time during any calendar quarter. The sole exceptions are interruptions to data center services that are beyond the control of the Provider, or the following scheduled maintenance periods (as to which Provider shall (a) provide an email to Client at least 72 hours in advance of scheduled downtime notifying Client of the same (except for instances of emergency maintenance), (b) when Members attempt to access the Application Services, notifying Members of the implementation of the scheduled downtime and when the Application Services will be available):</p> <ul style="list-style-type: none"> • Saturday: Earliest start time 12:00 AM EST Saturday night; latest end time 8:00 AM EST Saturday morning • Sunday: Earliest start time 12:00 AM EST Saturday night; latest end time 8:00 AM EST Sunday morning 	The State will work with the Contractor on reasonable maintenances windows but does not agree to revise the <i>Pro Forma</i> Contract language.

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Pro Forma Contract A.20.h	229.	We are happy to communicate changes; due to multi-tenancy it would not be solely at the discretion of individual clients for change.	No question has been asked. The Contractor is responsible for delivering all requirements and services listed in the <i>Pro Forma</i> Contract.
Pro Forma Contract A.20.i.(1)iii.	230.	We follow industry best practices by allowing five consecutive wrong attempts before lock-out	The State agrees. See amendment item #9 below.
Pro Forma Contract A.20.i.(2)	231.	<p>We provide reports conducted by third-party audit (reports) and also allow regulatory agencies as required by law.</p> <p>Contractor agrees to provide, upon written request, written attestation or third-party certification of Contractor's compliance with industry standard security framework audits such as HITRUST, ISO-27001, SOC 2, PCI-DSS, NIST sp800-53 on an annual basis, or as reasonably required in response to a security incident involving Contractor or provided service(s). In the event Contractor is unable to produce the forms of validation as indicated above, then Contractor agrees to submit to the State the organization's SIG to address any State risk assessment questions.</p>	No question has been asked. The Contractor is responsible for delivering all requirements and services listed in the <i>Pro Forma</i> Contract.
Pro Forma Contract A.20.i.(3)	232.	<p>We provide reports conducted by third-party audit (reports) and also allow regulatory agencies as required by law.</p> <p>Contractor agrees to provide, upon written request, written attestation or third-party certification of Contractor's compliance with industry standard security framework audits such as HITRUST, ISO-27001, SOC 2, PCI-DSS, NIST sp800-53 on an annual basis, or as reasonably required in response to a security incident involving Contractor or provided service(s). In the event Contractor is unable to produce the forms of validation as indicated above, then Contractor agrees to submit to the State the organization's SIG</p>	No question has been asked. The Contractor is responsible for delivering all requirements and services listed in the <i>Pro Forma</i> Contract. This contract section states that the controls testing will be mutually agreed on by the State and Contractor. If you have a clarification or question, please ask in Round 2 of the RFP Questions and Comments.

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		to address any State risk assessment questions.	
Pro Forma Contract A.20.i.6	233.	Regarding the data center access: For vendor proposing cloud based solutions, access to physical data centers is not under vendor management; would the following requirement apply: "The Contractor shall provide for the physical safeguarding of its data processing facilities and the systems and information housed therein. The Contractor shall provide the State with access to data facilities upon request."?	The State agrees to revise the language. See amendment item #10 below.
Pro Forma Contract A.20.i.(5)	234.	Finalized records are not defined; we provide members access to their records to provision changes as needed depending on member health.	No question has been asked. The Contractor is responsible for delivering all requirements and services listed in the <i>Pro Forma</i> Contract.
Pro Forma Contract A.20.i.(6)	235.	<p>We align with and provide annual certification to multiple certifying authorities including SOC2, HITRUST or similar industry certification.</p> <p>Contractor agrees to provide, upon written request, written attestation or third-party certification of Contractor's compliance with industry standard security framework audits such as HITRUST, ISO-27001, SOC 2, PCI-DSS, NIST sp800-53 on an annual basis, or as reasonably required in response to a security incident involving Contractor or provided service(s). In the event Contractor is unable to produce the forms of validation as indicated above, then Contractor agrees to submit to the State the organization's SIG to address any State risk assessment questions.</p>	No question has been asked. The Contractor is responsible for delivering all requirements and services listed in the <i>Pro Forma</i> Contract.
Pro Forma Contract A.20.i.(10)	236.	We conduct risk assessments and can provide summary reports and third-party summary reports, proprietary details may be withheld.	<p>No question has been asked. The Contractor is responsible for delivering all requirements and services listed in the <i>Pro Forma</i> Contract.</p> <p>Per RFP Section 5.3.5, the State may, at its sole discretion, entertain limited terms and conditions or pricing negotiations prior to Contract signing that are found to be in the States best interest with no material changes to the contract. There is no guarantee this will occur. The State may,</p>

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			at its sole discretion, entertain limited negotiate with the best-evaluated respondent. See RFP Attachment 6.1 STATEMENT OF CERTIFICATIONS AND ASSURANCES.
Pro Forma Contract A.21.a.	237.	We enforce TLS encryption and secures data at rest via Advanced Encryption Standard.	No question has been asked. The Contractor is responsible for delivering all requirements and services listed in the <i>Pro Forma</i> Contract.
Pro Forma Contract A.21.i.	238.	We provide services across multiple countries and jurisdictions, and we conform to standards as prescribed by law.	No question has been asked. The Contractor is responsible for delivering all requirements and services listed in the <i>Pro Forma</i> Contract.
Pro Forma Contract A.21.l.	239.	If requested by the State, the Contractor shall transmit on a monthly basis a complete, electronic file of members receiving Lifestyle coaching Counseling , chronic condition management, and Weight Management to the State's TPAs, EAP/BHO and the PBM contractors. The Contractor shall generate and transmit files specific to each medical TPA such that only the members enrolled in that TPA are identified to that TPA. The Contractor's file shall be in a format specified by the State.	Please see response to Question #100.
Pro Forma Contract A.20.i.6	240.	Regarding the data center access: For vendor proposing cloud based solutions, access to physical data centers is not under vendor management; would the following requirement apply: "The Contractor shall provide for the physical safeguarding of its data processing facilities and the systems and information housed therein. The Contractor shall provide the State with access to data facilities upon request."?	Please the response to Question #233 above.
Pro Forma Contract A.21.o.	241.	This is typically not applicable to our services. Traditionally member and sponsor data are securely deleted or deidentified as conforming to industry standards and practices.	The State does not agree. The Contractor must meet the contractual requirements regarding record retention for audit purposes.
Pro Forma Contract A.21.w	242.	If requested by the State, the Contractor shall transmit on a monthly basis a complete, electronic file of members receiving Lifestyle Counseling Coaching , chronic condition management, and Weight	Please see response to Question #100 above.

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		<p>Management to the State's TPAs, EAP/BHO and the PBM contractors. The Contractor shall generate and transmit files specific to each medical TPA such that only the members enrolled in that TPA are identified to that TPA. The Contractor's file shall be in a format specified by the State.</p>	
<p>Pro Forma Contract A.22.b.</p>	<p>243.</p>	<p>At the State's request In Writing, the Contractor shall provide the State access to its client facing internal-client reporting system, including program and fiscal information regarding members served, services rendered, and the ability for said personnel to develop and retrieve reports. The Contractor shall provide training in and documentation on the use of this mechanism no later than two weeks prior to Go-Live. The Contractor shall provide access to this reporting functionality to a minimum of two (2) State employees no later than two weeks prior to the Go-Live date. Additional or replacement users may be added at any time at the State's request. If agreed upon by the State In Writing, the Contractor must provide the State with an individual dedicated to developing, retrieving, and providing reports in the timeframe requested by the State.</p> <p>We will not provide access to our internal client reporting system.</p> <p>Such dedicated individuals may be resourced but are not standardly included in general fees. We'd like additional clarity on services requested.</p>	<p>The State will agree to the redlines. See amendment item #12 below.</p> <p>The Contractor must account for the cost in the administrative fee or provide the service at no cost to the State.</p>
<p>Pro Forma Contract A.22.b</p>	<p>244.</p>	<p>Would the State accept a process where the Contractor sends reports back to the State rather than have access to a Contractor client reporting system?</p> <p><i>At the State's request In Writing, the Contractor shall provide the</i></p>	<p>The State does not agree. Please see the response to Question #243.</p>

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE
		<p><i>State access to its internal client reporting system, including program and fiscal information regarding members served, services rendered, and the ability for said personnel to develop and retrieve reports. The Contractor shall provide training in and documentation on the use of this mechanism no later than two weeks prior to Go-Live. The Contractor shall provide access to this reporting functionality to a minimum of two (2) State employees no later than two weeks prior to the Go-Live date. Additional or replacement users may be added at any time at the State's request. If agreed upon by the State In Writing, the Contractor must provide the State with an individual dedicated to developing, retrieving, and providing reports in the timeframe requested by the State.</i></p>	
<p>Pro Forma Contract A.22.e</p>	<p>245.</p>	<p>The Contractor has a standard process for custom report requests with guidance and resources. shall provide the State access to an ad-hoc reporting analyst to assist in the development of reports that cannot be generated using the Contractor's standard reporting package. The Contractor shall deliver such reports to the State within five (5) Business Days of the State's request. If requested by the State, the Contractor shall deliver up to five (5) reports annually deemed as "urgent" by the State within two (2) Business Days. All ad-hoc reports shall be provided at no additional cost to the State (see also Contract Attachment D, Reporting Requirements).</p> <p>We can't support a blanket 2-day turnaround on report requests, nor can we blanket an unlimited number of ad-hoc custom report requests for free.</p>	<p>The State does not agree to this revision.</p>
<p>Pro Forma Contract A.22.e</p>	<p>246.</p>	<p>Can you provide more details about what "access" to an analyst means more specifically</p>	<p>Someone within your organization who could develop ad hoc reports upon request. This person would not be dedicated to the State</p>

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		<p>(dedicated point person, dedicated number of hours) and what the threshold for urgent deliverables would be?</p> <p><i>The Contractor shall provide the State access to an ad-hoc reporting analyst to assist in the development of reports that cannot be generated using the Contractor's standard reporting package. The Contractor shall deliver such reports to the State within five (5) Business Days of the State's request. If requested by the State, the Contractor shall deliver up to five (5) reports annually deemed as "urgent" by the State within two (2) Business Days. All ad-hoc reports shall be provided at no additional cost to the State (see also Contract Attachment D, Reporting Requirements).</i></p>	<p>account and the number of requests is not likely to exceed 1-2 per month. An example of urgent would be a request from the legislature or Governor's office or a request by our executive leadership when preparing materials for presentations.</p>
Pro Forma Contract A.22.f.(2)	247.	<p>The Contractor shall ensure delivery of reports or other required data within agreed upon performance guarantees, on or before scheduled due dates.</p>	<p>The State does not agree to this revision.</p>
Pro Forma Contract A.22.f.(5)	248.	<p>As applicable, the Contractor shall analyze the reports for any early patterns of change, identified trend, or outlier (catastrophic case) and shall submit a written summary with the report including such analysis and interpretation of findings. At a minimum, such analysis shall include the identification of change(s), the potential reasons for change(s), and the proposed action(s).</p> <p>This is not currently supported.</p>	<p>The State does not agree to this revision.</p>
Pro Forma Contract A.22.a	249.	<p>If enrollment is managed via an eligibility file, then is the ability to send an updated file at any time sufficient to meet this requirement in A.22.a?</p> <p>Example: the State has access to the Contractor's SFTP server which allows the State to upload a new eligibility file with their updates. This would allow</p>	<p>The State agrees to remove this language. See amendment #12 below.</p>

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		updates to be made within a timeframe of a few hours. Does that meet the 'real-time' requirement?	
Pro Forma Contract A.22.a	250.	Pro Forma Contract A.22.a states: <i>“Unless otherwise agreed upon by the State In Writing, the Contractor shall provide at least one (1) State employee with access and update capability to the Contractor’s enrollment system no later than two (2) weeks prior to Go-Live. Additional or replacement users may be added at any time at the State’s request. Access shall include the ability to do real-time updates to the Contractor’s enrollment records. State access is limited to only enrollment data.”</i> Can the State please clarify “Contractor’s enrollment system” and also detail what level of access and update capabilities the State expects?	Please see response to Question #249.
Pro Forma Contract A.22.f.(7)	251.	The submission of reports that are out of compliance with the agreed upon performance guarantees shall be considered The submission of late, inaccurate or otherwise incomplete reports shall be considered failure to report within the specified timeframe (see Contract Attachment C, SLA Scorecard).	The State does not agree to this revision.
Pro Forma Contract A.23	252.	We have noted items and understand the intentions of the State for timing. At this point in the RFP process, we can acknowledge and will work with the State on dependencies, commitments and mutually acceptable timing.	There is no question to answer. The Contractor is responsible for delivering all requirements and services listed in the <i>Pro Forma</i> Contract. Please submit a question during Round 2 of RFP Questions and Comments.
Pro Forma Contract A.23	253.	Implementation 1 This will require a production-quality eligibility file in-hand no later than Nov. 30th, 2023.	There is no question to answer. The Contractor is responsible for delivering all requirements and services listed in the <i>Pro Forma</i> Contract. Please submit a question during Round 2 of RFP Questions and Comments.
Pro Forma Contract A.23	254.	Implementation 5 Depending on project scope, not all deliverables may be complete by this time period. This is standard. If State wants to have the entire user	The State does not agree. The State will not revise the timelines outlined in <i>Pro Forma</i> Contract Section A.23.

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		experience tested at this point, our timelines will move up 60 days and we would treat this as a soft launch.	
Pro Forma Contract A.23	255.	Biometric Screenings 12 Deliverable Due Date: Quarterly after Go-Live Annually	The State does not agree to this revision.
Pro Forma Contract A.23	256.	Identification Outreach and Engagement 20 We do not have this type of reporting.	See response to Question #1 above.
Pro Forma Contract A.23	257.	Due dates for Milestones In order to meet implementation milestones, will the State adjust milestone targets if claims or other critical data/deliverables are not provided by the State on the defined schedule?	We don't anticipate any issues with meeting the milestones, however the Contractor will not be held accountable for missed targets resulting from State delays.
Pro Forma Contract A.23	258.	Incentive Oversight, Alternative Standards and Appeals 23 This relates to medical benefit appeals (if care was denied, the member can appeal the decision for it to be medically reviewed). This does not apply to the proposed scope of work.	The appeals have nothing to do with medical benefit appeals. A Member may dispute an incentive activity and the Contractor is responsible for the research and resolution of said dispute.
Pro Forma Contract A.23	259.	Coordination and Collaboration 44 Transmission of Electronic Files to Other Contractors of Members Enrolled in lifestyle counseling coaching or chronic condition management	See response to Question #100 above.
Pro Forma Contract A.24	260.	In the contracting phase, further discussion would be required to understand the warranties we would be subject to; we usually do not warrant to the individual parts of its services but prefers to negotiate performance obligations that align with the services being purchased.	All questions that would require discussion must be submitted during Round 2 of the RFP Questions & Comments period. The State will not agree to negotiations after the contract award.
Pro Forma Contract A.22 (corrected from A.24 as listed in the question)	261.	A22. Is the State amenable to minor changes to this provision? Suggested changes included below. <u>Warranty.</u> Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor,	The State does not agree to the revisions in A.22.

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		<p>its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall substantially conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of If the goods or services provided by Contractor fail to substantially conform to the terms and conditions of this Contract and such non-conformance is solely the fault of Contractor, such non-conformance shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.</p> <p>Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.</p> <p>Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.</p> <p>If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to correct a defect, re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice</p>	

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE
		<p>the State's rights to seek any other remedies available under this Contract or applicable law.</p> <p><u>EXCEPT FOR ANY WARRANTIES EXPRESSLY STATED HEREIN, THE GOOD AND SERVICES PROVIDED HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS, AND CONTRACTOR MAKES NO, AND EXPRESSLY DISCLAIMS ANY AND ALL, WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED (INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.</u></p>	
A.25	262.	Due to the nature of our services, this section would not be applicable. If awarded the contract, the parties can discuss further during the contracting phase.	The State does not agree to this request.
Pro forma contract Section B	263.	For the 6-month reporting runout, we reserve the right to negotiate in accordance with what we can operationalize. No other exceptions, provided all parties meet mutually agreed-upon timing and deliverables .	The State will not negotiate after contract award. See response to Question #1 above.
Pro forma contract Section B	264.	Will the Contractor receive payment from the State during the six-month reporting runout period?	No, the Contractor will receive payment from the Go-Live date of the contract until the end of the service delivery period, which will be 12/31/2028. There will be no payments made to the Contractor from the State during the reporting runout period that will occur six additional months after the conclusion of the service period on 12/31/2028.
Pro Forma Contract C.2.	265.	<u>Compensation Firm.</u> The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all	The State does not agree to this revision.

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		<p>applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor. Prices do not include any sales, use, excise, transaction, or other similar taxes. All taxes, excluding taxes based on Contractor's income or revenues shall be billed to and paid by the State. To the extent such statutory taxes are not included in an invoice and are later determined to be due, Contractor will notify and separately invoice for taxes and the State will be responsible for payment. The State will make all required payments to Contractor free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments to Contractor will be the State's sole responsibility, and the State will, upon Contractor's request, provide Contractor with official receipts issued by the appropriate taxing authorities, or such other evidence as Contractor may reasonably request, to establish that such taxes have been paid. Contractor shall, upon written request of the State, furnish statements of taxes and assessments for which the State is responsible and Contractor has paid.</p>	
Pro Forma Contract C.3.c.	266.	<p>The Contractor shall submit a Member Billing Detail report along with the monthly invoice to substantiate the invoice. Format to be mutually agreed upon by the State.</p>	The State does not agree to this revision.
Pro Forma Contract C.3.d.	267.	<p>The State will pay for each Member "engaged" in the weight management program in three (3) installments. One third will be paid when a Member enrolls in the program, one third will be paid when the Member completes 50% of the required sessions/classes. The final third will be paid when the Member is documented as losing 5% of his/her weight from the initial reported weight.</p>	The State does not agree to this revision.

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Pro Forma Contract C.3.e.	268.	These requirements are not clear to us and we would reserve the right to discuss upon selection.	The State will not negotiate the language after the contract award. Details of the billing process will be provided during implementation. If you have a specific concern or question, please submit it during Round 2 of RFP Questions and Comments.
Pro Forma Contract C.5.b.	269.	We are willing to partner will the State on mutually acceptable terms.	The State will not negotiate the language after the contract award. Details of the billing process will be provided during implementation. If you have a specific concern or question, please submit it during Round 2 of RFP Questions and Comments.
Pro Forma Contract C.7.	270.	<p>Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:</p> <p>We invoice multiple times a month depending on the product and services.</p>	The State does not agree to these revisions.
Pro Forma Contract C.7.a.	271.	<p>(1) Invoice number (assigned by the Contractor); (2) Invoice date; (3) Contract number (assigned by the State); (4) Customer account name: Department of Finance & Administration, Division of Benefits Administration; (5) Customer account number (assigned by the Contractor to the above-referenced Customer); (3) Contractor name; (7) Contractor Tennessee Edison registration ID number; (4) Contractor contact for invoice questions (name, phone, or email); (5) Contractor remittance address; (6) Description of delivered goods or services provided and invoiced, including identifying information as applicable; (7) Number of delivered or completed units, increments,</p>	The State does not agree to these revisions.

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		<p>hours, or days as applicable, of each good or service invoiced;</p> <p>(8) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;</p> <p>(9) Amount due for each compensable unit of good or service; and</p> <p>(10) Total amount due for the invoice period.</p>	
Pro Forma Contract C.7.b (3)	272.	We must document sales tax for devices on the invoice for tax law purposes.	<p>Taxes are not to be included in the Contractor's invoice to the State. The State of Tennessee is tax exempt.</p> <p>Please see <i>Pro Forma</i> Contract Section D.33 regarding the Contractor's obligation regarding sales tax.</p>
Pro Forma Contract C.10	273.	<p>Reconciliation of Payment. The Contractor shall reconcile, within ten (10) business days of receipt, payment information provided by the State. Upon identification of any discrepancies, the Contractor shall immediately advise the State.</p>	The State does not agree to this revision.
Pro Forma Contract Section D	274.	Can the vendor propose a few additional terms fairly standard to our contracts not otherwise contemplated in this agreement.	While the State does not have a response to this comment, we do remind Respondents that you have the opportunity to submit proposed language during the Questions and Comments period. Please note that Round 2 of Questions and Comments Respondents <u>are only able to submit five questions or comments which includes suggested redlines.</u>
Pro Forma Contract D.5	275.	Termination of contract within the first year for breach of contract or due to loss of program funding is accepted. However, due to heavily front-loaded expenses during implementation and launch of the services requested, we request that the State remove termination for convenience within the first year of the contract.	The State does not agree to this revision.
Pro Forma Contract D.5	276.	<p>Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods</p>	The State doesnot agree to a cancellation fee.

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		<p>delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.</p> <p>Comment: [Redacted] can agree to this, but please note that in this instance, a cancellation fee will apply. We are very happy to meet to discuss this further.</p>	
Pro Forma Contract D.5	277.	<p><u>Termination for Convenience.</u> The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or</p>	The State does not agree to the comment.

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		<p>claims arising under this Contract.</p> <p>Comment: While reasonable, we must agree as to what is satisfactory and can't be an arbitrary reason to not pay.</p>	
D.6	278.	<p>We would request that Termination for Cause:</p> <ul style="list-style-type: none"> - be a mutual right of the Parties and - include a 30-day cure period for material breaches 	The State does not agree to this request.
Pro Forma Contract D.6	279.	Propose adding termination for cause if the State breaches the contract	The State does not agree to this request.
Pro Forma Contract D6	280.	<p>D6. Will the State accept minor revisions to this section? Suggested changes included below.</p> <p><u>Termination for Cause.</u> If the Contractor fails to properly perform any material its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any material terms of this Contract (“Breach Condition”), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods if Contractor fails to cure such Breach Condition within 30 days after receipt of notice from the State identifying the specific nature of the Breach Condition. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.</p>	The State does not agree to these revisions.
Pro Forma Contract D.7	281.	<p>Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract, except for the list of subcontractors attached hereto, without the prior written approval of the State.</p>	The State agrees to some of the changes. See amendment item #13 below.

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		<p>Notwithstanding any use of the approved 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 additional information or impose-request additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.</p> <p>Due to the nature of our program and service we leverage subcontractors in many areas including administrative subcontractors, who are integral to the operation of our platform as a whole. We will include a list of these subcontractors with our proposal. We would be open to providing the State with notice of any changes in such list of subcontractors.</p>	
Pro Forma Contract D.7	282.	Our provider staff does include subcontractors	While the State does not have a response to this comment, we do remind Respondents that you have the opportunity to submit proposed language during the Questions and Comments period. Please note that Round 2 of Questions and Comments Respondents <u>are only able to submit five questions or comments which includes suggested redlines.</u>
Pro Forma Contract D7	283.	Is this section is meant to address affiliates of the vendor, as we use affiliates to perform some non-essential tasks and those may change over time and outside of our control.	Please see response to Question #213.
Pro Forma Contract D.12	284.	We would reserve the right to discuss this upon contracting discussions to understand the scope of monitoring that the State is requesting.	The State is only interested in the records and activities pursuant to this Contract. The State, the Comptroller's office, and other duly appointed representatives must have access to those records. This includes but is not limited to auditing purposes. Any other clarifications need to be asked in Round 2 of Questions and Comments.
Pro Forma Contract D.13	285.	We would require additional information related to the progress reports that the State is seeking.	The State may seek status, implementation, or other reports during the Term. This includes but

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			is not limited to the reports listed in Contract Attachment D.
Pro Forma Contract D.18	286.	<p><u>Limitation of Contractor's Liability</u>. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) or any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death. For clarity, except as otherwise expressly set forth in this Section, Contractor's indemnification obligations and other remedies available under this Contract are subject to the limitations on liability set forth in this Section.</p>	The State does not agree to this revision.
Pro Forma Contract D18	287.	Will the State accept revisions to this provision? We would like to discuss further.	Respondents have the opportunity to submit proposed language during the Questions and Comments period. Round 2 of Questions and Comments, Respondents are only able to submit five questions or comments which includes suggested redlines.
Pro Forma Contract D.19	288.	<p><u>Hold Harmless</u>. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all third-party claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or gross negligence on the part of the Contractor, its</p>	The State does not agree to this revision.

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		<p>employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.</p> <p>Due to the nature of the market, we operate in, we generally limit our indemnity obligations to a more restricted list of topics of third-party claims only. This provision would have to be further negotiated during the contracting phase. Moreover, indemnity is generally subject to a cap on liability when it extends past standard commercial indemnities and/or intellectual property rights.</p>	
<p>Pro Forma Contract D19</p>	<p>289.</p>	<p>D19. Will the State accept revisions to this provision? Suggested edits included <u>Hold Harmless</u>. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all third-party claims, liabilities, losses, and causes of action (collectively, "Claims") to the extent such claims which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged solely as a result of breach of this Contractacts, omissions, or negligence on the part of the by Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.</p> <p>In the event of any suit or claim, the Parties shall give</p>	<p>The State does not agree to these revision.</p>

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		<p>each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.</p> <p><u>Notwithstanding any other provision of this Contract, no indemnification shall be available hereunder (i) for any settlement to which Contractor did not give prior, express written consent, (ii) if the State failed to cooperate with Contractor in the defense of the Claim, (iii) for any Claim arising from or related to the acts or omissions of health care providers, (iv) for any Claim caused by any act undertaken by Contractor at the direction of the State or its officers, agents or employees, or any failure, refusal or omission to act by Contractor that is directed by the State or its officers, agents or employees. In no event shall Contractor be liable for any payments for goods or services of any kind under a health benefit plan offered, issued or administered by the State.</u></p>	
Pro Forma Contract D.20.e	290.	The Contractor shall not sell Member information or use Member information unless it is aggregated blinded data, which is not identifiable on a Member basis. The State must approve,	The State does not agree to this revision.

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		<p>In Writing, the use of and sale of any of our Member or Plan data, even if being used in an aggregated, blinded data format. For avoidance of a doubt, the State hereby approves Contractor's use of de-identified and aggregate Member information to improve Contractor's products and create distributive derivative works that are based on such data that has been rendered unidentifiable but not aggregated in accordance with HIPAA rules.</p>	
Pro Forma Contract D.20.g	291.	<p>The Contractor shall have full financial responsibility for any penalties, fines, or other payments imposed or required as a result of the Contractor's non-compliance with or violation of HIPAA or HITECH requirements, and the Contractor shall indemnify the State with respect to any such penalties, fines, or payments, including the cost of credit protection as agreed to by the parties. At the request of the State, the Contractor shall offer credit protection for those times in which a Member's PHI is accidentally or inappropriately disclosed.</p>	The State does not agree to this revision.
Pro Forma Contract D24	292.	<p>What is driving the 48 hour trigger for termination in a Force Majeure event? Can this timeframe be extended?</p>	<p>If a Contractor is not able to perform after the 48 hours, that does not negate the State's continuing need for the goods or services. That continuing need was taken into consideration by State officials including the members of the Tennessee Procurement Commission that has the responsibility of approving all CPO contracting terms when approving the final Force Majeure term that is required to be in all State contracts.</p>
Pro Forma Contract D.24	293.	<p>Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay,</p>	The State does not agree to these revisions.

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		<p>and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. If possible, Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours ninety (90) days, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in</p>	

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		<p>part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.</p> <p>Per "The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract," we would reserve the right to discuss upon contract award.</p>	
Pro Forma Contract D.32	294.	<p><u>Insurance</u>. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required and requested by the State, is a material breach of this Contract and subject to the thirty (30) day cure period in accordance of Section D.6 of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b-a) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers'</p>	<p>Some of these revisions are acceptable to the State. Please see amendment item #14 below.</p> <p>The State agrees.</p> <p>The State does not agree, but the State has revised the language</p> <p>The State agrees. An insurance company authorized by TDCI is acceptable to the State.</p>

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	<p>compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.</p> <p>To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other</p>	

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	<p>Insurance Condition” endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.</p> <p>Upon request, Contractor shall provide the State a certificate of insurance (“COI”) evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer’s National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) Business Days prior to the Effective Date and again upon request thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor’s policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor’s letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require</p>	<p>The State has revised the language. See amendment item #14 below.</p> <p>The State does not agree unless the contractor will not be using subcontractors while performing duties on behalf of the State.</p> <p>The State does not agree. Evidence of insurance is a material contract provision.</p>

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		<p>complete copies of all required insurance policies, including endorsements required by these specifications, at any time. The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.</p>	<p>The State agrees. See amendment item #14 below.</p>
Pro Forma Contract D.32	295.	Please note that this section is under review by [redacted]	While the State does not have a response to this comment, we do remind Respondents that you have the opportunity to submit proposed language during the Questions and Comments period. Please note that Round 2 of Questions and Comments Respondents are only able to submit five questions or comments which includes suggested redlines.
Pro Forma Contract D.32	296.	Propose that the requirement that all policies contain an endorsement for a waiver of subrogation in favor of the State be removed	This change is not acceptable to the State. The Department of Revenue and State insurance carrier require the Waiver of Subrogation provision to protect the State from claims brought by the contractor's insurance carrier.
Pro Forma Contract D.32.c	297.	For Auto coverage: We do not have auto insurance for owned autos because we does not own autos	For this deletion to be approved, contractor is required to provide a statement on contractor's letterhead that the contractor does not own or otherwise operate an automobile vehicle or will not operate or employ a personal vehicle for its contractual duties or regular or periodic transportation onto State property for performing any contractual duties.
Pro Forma Contract D.32.d.iii	298.	Propose 3 year of tail coverage not 5 years if possible	The State will agree to the proposed language. See amendment item #14 below.
Pro Forma Contract	299.	Propose to adjust Professional Liability from \$10M to \$5M	The State does not understand this question. The State requires Professional Liability

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D.32.e			coverage of \$1m per claim and \$2m in the aggregate. Please explain further by submitting a question in Round 2 of the Questions and Comments.
Pro Forma Contract D.32.e	300.	Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance: Propose reducing Technology Professional Liability to \$5M	The State does not agree to this revision.
Pro Forma Contract D.32.f	301.	Crime Insurance: We do not have crime coverage as it's not applicable to our business	Crime liability insurance is required to protect from exposure related to data theft, data breach, fraudulent impersonation, and social engineering.
Pro Forma Contract D34	302.	<p>Will the State accept minor revisions to this section? Suggested revision included below:</p> <p><u>Confidentiality of Records.</u> Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as permitted by the Contract, including Attachment D, or as required or permitted under state or federal law. Contractor shall take appropriate all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.</p>	The State does not agree these revisions.

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Pro Forma Contract D.36	303.	<p><u>ACCESS AND LICENSE GRANTS.</u></p> <p>Access Grant By Contractor. During the Term, Contractor grants to the State a non-exclusive, non-transferrable right to: (i) access and use the Solutions set forth in the applicable Order Form(s); and (ii) grant access to the Solutions to the number of persons provided to Contractor by the State on an Eligibility File (subject to any quantity restrictions specified in the Order Form) (each “Eligible”) for which the State has paid the applicable fees solely in accordance with the terms and conditions of this Contract; (iii) and authorize such Eligibles to use the Solutions (each enrolled Eligible referred to as a “Member”).</p> <p>Access Grant By the State. During the Term, the State grants to Contractor a non-exclusive right to: (i) store, use, and process any data provided by the State (including Eligibility Files) (“State Data”) and/or any information provided by or on behalf of Members (“Member Data”) to provide the Solutions specified in an Order Form; (ii) de-identify and aggregate State Data and Member Data with data from other sources and/or Contractor Data to improve its Products (“Combined Data”); and (iii) create and distribute derivative works that are based on Combined Data and/or State Data that has been rendered unidentifiable but not aggregated (“De-Identified Data”).</p> <p>License Grant By Contractor. During the Term, Contractor hereby grants to the State a limited, non-exclusive, revocable, non-transferable, royalty-free (subject to payment of all applicable Fees) license, to download, reproduce, use, perform, and display (and to sublicense the foregoing rights</p>	The State does not agree to this revision.

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		<p>to its Members): (i) the Products; (ii) any logos, trademarks, service marks, or content contained therein (“Contractor Brand”); and/or (iii) any Contractor Content made available or distributed by Contractor in connection the applicable Solution.</p> <p>License By the State. During the Term, the State hereby grants to Contractor a limited, non-exclusive, revocable, non-transferable, royalty-free license, without right to sublicense, to reproduce, translate, encode, publish, use, and display any logos, trademarks, service marks, or content provided by the State (“State Brand”) on any State-branded interfaces or materials included in a Solution; and (ii) display the State Brand in marketing materials solely for the purposes of identifying the State as a client of Contractor.</p> <p>Restrictions. The State will not (a) copy or duplicate any Solution except as permitted herein; (b) modify, translate, decompile, disassemble, reverse engineer or otherwise reverse engineer any Solution or any portion thereof or create any derivative product from any of the foregoing, except with the prior written consent of Contractor; or (c) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, the State’s rights in any Solution.</p>	
Pro Forma Contract D.37	304.	<p>OWNERSHIP. By the State. The State owns all right, title and interest in and to the State Brand, State Data, Eligibility Files, and State Confidential Information (collectively, the “State Materials”) and except for any rights granted herein, Contractor acknowledges that it neither owns nor acquires any additional rights in and to the State Materials. “IP Rights”</p>	The State does not agree but has added new contract language. See amendment item #16 below.

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		<p>means all patent, copyright, trademarks, trade secrets, know-how, techniques, concepts, ideas, methods, algorithms, models, formulas, and database rights, including any applications, continuations and goodwill.</p> <p>By Contractor. As between the State and Contractor, Contractor owns all right, title and interest in and to the Solutions and Contractor Brand ("Contractor Materials") and all IP rights therein, including any data related to, or derived from, the use and performance of any Solution or part of a Solution. The State acknowledges that: (a) Solutions are provided on a multi-tenant, access only-basis and (b) the State does not acquire any rights of ownership or exclusive use in any Contractor Materials or in any derivative work thereof or work product produced as a result of using a Solution.</p> <p>By Member. Contractor manages Member Data for the benefit of such Members in accordance with this Contract, applicable Law and Contractor's Terms of Use, privacy policy, and any end-user agreements acknowledged by the applicable Member ("Member Agreement"). Nothing under this Contract or any other agreement entered into between the Parties shall prevent or restrict Contractor's ability to seek an Eligible's acceptance of Member Agreement prior to granting access to a Solution, which permits Contractor to use Member Data for any lawful purpose, including as necessary for the operations, administration, and development of Contractor's product or services and providing the Solutions to the applicable Member.</p> <p>The obligations set forth in this Section shall survive the termination of this Contract.</p>	

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Pro Forma Contract E.2	305.	We would reserve the right to discuss this at the contracting phase.	Please see RFP Sections 3.3.1, 3.3.2, 5.3.5, and 5.3.6.
Pro Forma Contract E.4	306.	We currently track our diverse vendor spend against our overall company vendor spend. We continue to make strides to enhance our list of diverse vendors with RFP processes that assist us in identifying whether on-boarding vendors are categorized and certified as MBE/WBE; however, we currently do not have a formal program in place to seek out diverse vendors/suppliers.	We understand that you currently do not have a "formal" diversity program. However, tracking diversity spend and categorizing the certified MBE's and WBE's is a great start. Our office does request tracking of diversity spend for the awarded proposer.
Pro Forma Contract E.5	307.	Liquidated Damages. If the Contractor fails to perform in accordance with any term or provision of this contract, only provides partial performance of any term or provision of the Contract, violates any warranty, or any act prohibited or restricted by the Contract occurs, ("Liquidated Damages Event"), the State may assess damages on Contractor ("Liquidated Damages"). The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The Parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for Contractor's failure to fulfill its obligations regarding the Liquidated Damages Event as these amounts are likely to be uncertain and not easily proven. Contractor has carefully reviewed the Liquidated Damages contained in Attachment B and agrees that these amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of a Liquidated Damages Event, and are a reasonable estimate of the damages that would occur from a Liquidated Damages Event. The Parties agree that the Liquidated Damages represent solely the	The State does not agree to this revision.

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		<p>damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the Liquidated Damages are in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or any other sections of this Contract.</p> <p>The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity.</p>	
Pro Forma Contract E.6	308.	<p><u>Personally Identifiable Information</u>. While performing its obligations under this Contract, Contractor may receive have access to Personally Identifiable Information directly from held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any applicable Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed</p>	The State does not agree to these revisions.

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		<p>to Contractor and in accordance with this Contract, HIPAA GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. In accordance with the timeframe for audits listed in Contract Section D.11 and in consultation with the State, Contractor shall immediately return to the State any and all PII which it has received from the State under this Contract and shall destroy all records of such PII.</p> <p>The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's</p>	

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		<p>attention. Any such report shall be made by the Contractor within seventy-two (72) twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor.</p> <p>Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. Contractor shall reimburse the State for actual costs incurred relating to legal obligations in providing individuals affected by Unauthorized Disclosure with notice of the breach, reissued payment cards and/or complimentary access for credit monitoring services, which the State in its sole discretion deems necessary to protect such affected individuals. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.</p>	
Pro Forma Contract E.7	309.	<p>This section is under review by [Redacted]. While all data is housed in the US, our parent company, Discovery, does provide certain central services to support us and as such in unusual circumstances, information may be temporarily accessible by that team. We are happy to discuss further and ensure all is in a manner of which TN is comfortable with.</p>	<p>The State does not agree. The State's data must stay in the contiguous United States.</p>
Pro Forma Contract E.7.a(3)	310.	<p>We offer a multi-tenant solution. We cannot allow customer access to our environment due</p>	<p>Please see the response to Question #322 below.</p>

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		<p>to possible data spillage and regulatory guidance. If individual pen-testing is required, external black-box only testing can be allowed with notification.</p> <p>We can share our SOC 2 report under an executed NDA. Our most recent SOC certification was received as of September 15, 2022.</p>	<p>The State will not sign an NDA based on based on TCA 10-7-508(a) which provides that “the comptroller of the treasury or the comptroller's designated representative for purposes of audit, shall be accorded access to and may examine and receive any public records or writings, whether or not they are subject to public inspection. They shall maintain inviolate any privileged or confidential information so acquired and any record or writing so defined by law</p>
Pro Forma Contract E.7.a(4)	311.	Exclude member-disclosed PHI	The State declines to make this change.
Pro Forma Contract E.7.a(5)	312.	<p>The Contractor shall maintain a copy of all Confidential State Data for a period of five (5) years following the termination of this Contract. Following that period, 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) thirty (30) Business Days after destruction.</p> <p>Data will be retained per our retention policy and customer contractual requirements. Data destruction requests within 30 days.</p>	The State does not agree with this revision. The Contractor must meet the State’s retention and destruction contract requirements.
Pro Forma Contract E.7.b(1)	313.	We have a robust Information Security Policy library based on industry best practices including those from NIST, HITRUST or similar organizational guidance. We would be unable to conform to State-specific guidance.	Per RFP Section 5.3.5, the State may, at its sole discretion, entertain limited terms and conditions or pricing negotiations prior to Contract signing that are found to be in the States best interest with no material changes to the contract. There is no guarantee this will occur. The State may, at its sole discretion, entertain limited negotiate with the best-evaluated respondent. See RFP Attachment 6.1 STATEMENT OF CERTIFICATIONS AND ASSURANCES.
Pro Forma Contract E.7.b(2)	314.	We use multiple internal and external applications in offering our services. Some third-party	Regardless of use of internal or external applications in offering services, you would be

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE
		software and internal applications require older processes and components to function. We use a formal review and patching process via our Threat and Vulnerability Management which meets internally regularly to prioritize remediation activities.	responsible for compliance with <i>Pro Forma</i> Contract Section E.7.b.2.
Pro Forma Contract E.7.c and E.7.e	315.	<p>Our clients and members entrust us with their identity and personal information. Because of this, maintaining the confidentiality of information is one of our highest priorities. In support of this, our information system users and developers are obligated to safeguard the confidentiality, integrity and availability of our information and information systems.</p> <p>We have an Information Security Policy framework and set of policies under which all actions, processes, procedures and systems are governed. Each business unit within the company is accountable for implementation and enforcement of our security framework and policies as it applies to their scope of responsibilities.</p> <p>In developing and maintaining our security policies and standards, we have implemented global industry standard security controls consistent with ISO 27001, SOC2, NIST CSF and HITRUST requirements. We consistently implement the necessary controls and practices to align with U.S. data protection laws (such as HIPAA, CCPA, TCPA, CAN-SPAM), and international data protection laws (such as the EU General Data Protection Regulation “GDPR”, UK Data Protection Act, Canada’s PIPEDA, and Brazilian LGPD); and we continually invest in strengthening our foundation of data privacy and information security.</p>	Please review the requirements of the RFP to ensure whether or not your policies meet the requirements of the State for this RFP.

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE
		<p>In addition to maintaining our ISO 27001:2013 certification, annual SOC2, and HITRUST certification audits for specific business offerings, we work with third parties, such as TrustArc (TRUSTe), to assess our international product offerings against other international standards including the Asia-Pacific Economic Cooperation Cross Border Privacy Rules System (APEC CBPR). TrustArc also monitors data protection developments around the world and provides us with feedback and guidance for continued implementation of necessary controls and practices under applicable data protection laws and regulations.</p> <p>Our framework and policies are reviewed annually, or as needed, for relevance and are amended to reflect changes in the above organizations, requirements, technology, and other circumstances.</p> <p>Company Policies Specific artifacts that comprise our security policies include, but are not limited to, the following:</p> <ul style="list-style-type: none"> • Information Security Framework Policy • Physical Security Guidelines • Acceptable Use Policy • Wireless Network Policy • Internet Access Policy • Anti-Virus Controls • Email Usage Policy • Encryption Standards and Policy • User Password Policy • Remote Access Policy • Security Incident Response Policy and Handbook • Information Protection Policy • Backup and Restore Procedure • Third Party Connection Policy • Business Continuity Planning Policy • Information Security Risk Assessment Procedure 	

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE
		<p>The security framework and policies encompass all forms of data, content and information created, used, or maintained by, or on behalf of the company.</p> <p>We will be happy to provide an overview of our security principles and culture that form our Information Security Management System (ISMS).</p>	
Pro Forma Contract E.7.d(1)i	316.	<p>Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: one (1) hour twenty-four hours.</p> <p>We have a formal BCDR process and BIA rating methodology to determine RTO/RPO, RPOs. Typically, our RTO/RPO is within 24 hours or less.</p>	The State does not agree to this revision.
Pro Forma Contract E.7.d(2)	317.	<p>We have a formal BCDR process and BIA rating methodology to determine RTO/RPO, RPOs. Typically, our RTO/RPO is within 24 hours or less.</p>	The State does not agree with this revision..
Pro Forma Contract E.7.e.	318.	<p>The Contractor agrees to provide, upon written request, written attestation or third party certification of Contractor's compliance with industry standard security framework audits such as HITRUST, ISO-27001, SOC 2, PCI-DSS, NIST sp800-53 on an annual basis, or reasonably required in response to a security incident involving Contractor or provided service (s). In the event Contractor is unable to produce the forms of validation as indicated, then Contractor agrees to submit to the State the organization's SIG to address any State risk assessment questions. and any Subcontractor used by the Contractor to host State data, including data center contractors, shall be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public</p>	The State does not agree to this revision..

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE
		<p>Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") 2 Type II audit. The State shall approve the SOC audit control objectives shall include all five trust services principles. The Contractor shall provide the State with the Contractor's and Subcontractor's annual audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor in addition to periodic bridge reports as requested by the State, see Contract Attachment D, Item 11. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor and Subcontractor.</p> <p>If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.</p> <p>No additional funding shall be allocated for these audits as they are included in the Maximum Liability of this Contract.</p>	
Pro Forma Contract E.7.e.1	319.	Regarding the State's Enterprise Information Security Policies document: Can the State clarify whether the proposer's solution would be classified as as "systems and devices owned and operated by or on behalf of the State of Tennessee" and therefore would requirements such as "the State	This is a State system and yes there needs to be a log in page that is custom to the State of TN.

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE
		of Tennessee must display the State approved logon banner before the user is able to log in." apply?	
Pro Forma Contract E.7.e	320.	Can a HITRUST assessment be used in place of a SOC 2 Type II audit?	See the response to Question #313.
Pro Forma Contract E7.a(3)	321.	E7. 3 Will the State accept penetration test results provided to the State? We do not allow clients to perform Penetration Test or Vulnerability Assessment again our Environment. Upon request we will share result of Penetration test.	The State agrees to modify the language. See amendment item #15 below.
Pro Forma Contract E.5	322.	[Redacted] is submitting our standard Performance Guarantees for the State's review. If the State is not amendable to those Performance Guarantees, Vitality will reevaluate this section accordingly	The State would need to see the revisions to make a determination. Please submit those during Round 2 of Questions and Comments. Note that Respondents are limited to five questions or comments which includes suggested redlines.
Pro Forma Contract E.7.4	323.	E7. 4 Providing digital media of client data poses a security risk the confidentiality of data. Will the State accept changes to this language?	The State requires its data to be accessible and usable. See also RFP Section 5.3.6.
Pro Forma Contract Attachment B	324.	Performance Guarantees and Liquidated Damages We object to performance guarantees as liquidated damages. We do not agree to this provision.	The State has removed 'performance guarantee' language from this section. Please see amendment item #18 below.
Pro Forma Contract Attachment B	325.	Would the State accept [Redacted]'s standard performance guarantees in lieu of those outlined in Attachment B ? [REDACTED]'s standard performance guarantees are as follows: We will place a total of 20% of our administration and implementation fees at risk based on the allocation level for each performance standard category shown below. Please note these guarantees are for the [REDACTED] program only and do not apply to any partner pricing.	The State does not agree to the alternative performance guarantees provided.

RFP SECTION	QUESTION / COMMENT	STATE RESPONSE
	See below.	

Performance Standard Category	Service-level Guarantees	Fees at risk
Implementation	Meet committed deadlines.	20% of implementation fee
Timely Reporting	Monthly reports delivered within one month of the end of the reporting period. Quarterly reports delivered within two months of the end of the reporting period. The standard annual report (with no customizations) will be delivered within 90 days of the end of the applicable [REDACTED] Program Year. Service Threshold: 95%	3% of administration fees (PEPM)
System Availability	Members are able to log into the [REDACTED] website; excludes scheduled maintenance. Service Threshold: 98%	3% of administration fees (PEPM)
Call Center Performance	80% of calls answered in 20 seconds.	3% of administration fees (PEPM)
Customer Service Performance:	Customer Service Email & Fax Responses – Response within two business days. Service Threshold: 80%	3% of administration fees (PEPM)
Participant Satisfaction	Positive net promoter score. Measured quarterly.	3% of administration fees (PEPM)
Participation and Engagement¹	Based on the incentive value defined in client's Employer Incentive Plan structure (see below), [REDACTED] guarantees a percentage of members to register and participate in the program.	3% of administration fees (PEPM)
Risk Reduction Outcomes²	Net change in elevated risks for the higher engaged employee population is less than the lower engaged employee population.	2% of administration fees (PEPM)

PARTICIPATION AND ENGAGEMENT PERFORMANCE GUARANTEE DETAILS:

The Engagement Guarantee is in place only if the following total rewards amounts are offered:

¹ Program years must be at least 12 months to be eligible for the engagement guarantee.

¹ The client must be able to provide [REDACTED] Group with sufficient claims data to administer the guarantee. The Risk Reduction Outcomes guarantee is only provided to groups with more than 3,000 employees. Risk factors include self-reported lifestyle measures (physical activity, nutrition, alcohol, tobacco, stress) and verified biometric measures (body mass index, total cholesterol, blood pressure, fasting glucose). Employees must have all 9 risk factors reported any time prior to the start of the program year and again during the program year to be included in the analysis. The analysis compares each employee's initial risk measures (first ever reported measure within the [REDACTED] program, prior to the start of the current/assessed program year) to the latest reported risk measures in the program year (last measure reported in the current/assessed program year). Net change in risk is calculated as the percent of employees increasing their count of elevated risks minus the percent of employees decreasing their count of elevated risks. Higher engaged population includes employees achieving Gold or Platinum [REDACTED] Status by the end of the program year. Lower engaged population includes employees achieving Bronze or Silver [REDACTED] Status by the end of the program year. Analysis requires at least 100 employees in each the lower and higher engaged cohort populations.

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE									
<table border="1"> <thead> <tr> <th data-bbox="162 262 560 304">> \$100 and < \$ 200 in Rewards</th> <th data-bbox="560 262 958 304">> \$200 < \$400 in Rewards</th> <th data-bbox="958 262 1356 304">> \$400 in Rewards</th> </tr> </thead> <tbody> <tr> <td data-bbox="162 304 560 514">30% or more of employees will register to participate and complete at least one point-earning activity per program year. Participation to be evaluated based on number of participants eligible in the full year being assessed.</td> <td data-bbox="560 304 958 514">35% or more of employees will register to participate and complete at least one point-earning activity per program year. Participation to be evaluated based on number of participants eligible in the full year being assessed.</td> <td data-bbox="958 304 1356 514">40% or more of employees will register to participate and complete at least one point-earning activity per program year. Participation to be evaluated based on number of participants eligible in the full year being assessed.</td> </tr> <tr> <td data-bbox="162 514 560 745">A minimum of 40% of participating employees (as defined in participation metric above) complete a minimum of three point-earning activities on average per program year. Engagement is to be evaluated based on employees enrolled in the year being assessed.</td> <td data-bbox="560 514 958 745">A minimum of 45% of participating employees (as defined in participation metric above) complete a minimum of three point-earning activities on average per program year. Engagement is to be evaluated based on employees enrolled in the year being assessed.</td> <td data-bbox="958 514 1356 745">A minimum of 50% of participating employees (as defined in participation metric above) complete a minimum of 3 point-earning activities on average per program year. Engagement is to be evaluated based on employees enrolled in the year being assessed.</td> </tr> </tbody> </table>				> \$100 and < \$ 200 in Rewards	> \$200 < \$400 in Rewards	> \$400 in Rewards	30% or more of employees will register to participate and complete at least one point-earning activity per program year. Participation to be evaluated based on number of participants eligible in the full year being assessed.	35% or more of employees will register to participate and complete at least one point-earning activity per program year. Participation to be evaluated based on number of participants eligible in the full year being assessed.	40% or more of employees will register to participate and complete at least one point-earning activity per program year. Participation to be evaluated based on number of participants eligible in the full year being assessed.	A minimum of 40% of participating employees (as defined in participation metric above) complete a minimum of three point-earning activities on average per program year. Engagement is to be evaluated based on employees enrolled in the year being assessed.	A minimum of 45% of participating employees (as defined in participation metric above) complete a minimum of three point-earning activities on average per program year. Engagement is to be evaluated based on employees enrolled in the year being assessed.	A minimum of 50% of participating employees (as defined in participation metric above) complete a minimum of 3 point-earning activities on average per program year. Engagement is to be evaluated based on employees enrolled in the year being assessed.
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Pro Forma Contract Attachment B	326.	<p>Program Go-live Date, Guarantee</p> <p>Some Contractor responsibilities have dependency on State decisions that impact our ability to deliver.</p>	The State will make timely decisions to ensure the Go-Live date is met.									
Pro Forma Contract Attachment B	327.	<p>Unauthorized Usage of Information</p> <p>As noted in our exceptions/comments on A.18 (as cross-referenced from this requirement in Attachment B), A.18 does not appear applicable to the proposed scope of work; suggest deleting A.18.a through A.18.m.</p>	The State does not agree to make this change.									
Pro Forma Contract Attachment B	328.	<p>Timely Notification</p> <p>As noted in our exceptions/comments on A.18 (as cross-referenced from this requirement in Attachment B), A.18 does not appear applicable to the proposed scope of work; suggest deleting A.18.a through A.18.m.</p>	The State does not agree to make this change.									
Pro Forma Contract Attachment B	329.	<p>Privacy and Security of Member Information Impacting 1 to 499 Members and Privacy and Security of Member information impacting 500 or more Members</p> <p>We would only agree to penalty (fees at risk) for items that align with our Information Security Policy framework.</p> <p>Our Information Security Policy framework and set of policies</p>	This is our standing requirement with business associates who create, receive, maintain, or transmit protected health information.									

RFP SECTION	QUESTION / COMMENT	STATE RESPONSE
	<p>describe how all actions, processes, procedures and systems are governed. Each business unit within the company is accountable for implementation and enforcement of our security framework and policies as it applies to their scope of responsibilities.</p> <p>In developing and maintaining our security policies and standards, we have implemented global industry standard security controls consistent with ISO 27001, SOC2, NIST CSF and HITRUST requirements. We consistently implement the necessary controls and practices to align with U.S. data protection laws (such as HIPAA, CCPA, TCPA, CAN-SPAM), and international data protection laws (such as the EU General Data Protection Regulation “GDPR”, UK Data Protection Act, Canada’s PIPEDA, and Brazilian LGPD); and we continually invest in strengthening our foundation of data privacy and information security.</p> <p>In addition to maintaining our ISO 27001:2013 certification, annual SOC2, and HITRUST certification audits for specific business offerings, we work with third parties, such as TrustArc (TRUSTe), to assess our international product offerings against other international standards including the Asia-Pacific Economic Cooperation Cross Border Privacy Rules System (APEC CBPR). TrustArc also monitors data protection developments around the world and provides us with feedback and guidance for continued implementation of necessary controls and practices under applicable data protection laws and regulations.</p> <p>Our framework and policies are reviewed annually, or as</p>	

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE
		<p>needed, for relevance and are amended to reflect changes in the above organizations, requirements, technology, and other circumstances.</p> <p>Company Policies Specific artifacts that comprise our security policies include, but are not limited to, the following:</p> <ul style="list-style-type: none"> • Information Security Framework Policy • Physical Security Guidelines • Acceptable Use Policy • Wireless Network Policy • Internet Access Policy • Anti-Virus Controls • Email Usage Policy • Encryption Standards and Policy • User Password Policy • Remote Access Policy • Security Incident Response Policy and Handbook • Information Protection Policy • Backup and Restore Procedure • Third Party Connection Policy • Business Continuity Planning Policy • Information Security Risk Assessment Procedure <p>The security framework and policies encompass all forms of data, content and information created, used, or maintained by, or on behalf of the company.</p> <p>We will be happy to provide an overview of our security principles and culture that form our Information Security Management System (ISMS).</p>	
Pro Forma Contract Attachment B	330.	Delays caused by the State of TN should be excluded	The State agrees. See amendment item #17 below.
Pro Forma Contract Attachment B	331.	Attachment B - Do the liquidated damages provide for situations in which the vendor is not at fault for the delay, error, or missed milestone?	Yes. See response to Question #330 above.
Pro Forma Contract	332.	PG 8: Timely Notification: page 113: The description "about any situation that	The State does not agree to this revision. Also see additional information provided in response to Question #209.

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE
Attachment B		appears " would include situations that may appear, but are not negatively impacting delivery of the program. Could we remove "appear" and/or add specificity?	
Pro Forma Contract Attachment C	333.	<p>Enrollment Posting</p> <p>Performance Requirement: 100% 98%</p> <p>Standard SLA: 98% of automated eligibility files with valid records and in previously agreed upon file specifications will be loaded within 2 business days of receipt.</p>	The State does not agree to this revision.
Pro Forma Contract Attachment C	334.	<p>DSS Data Submission</p> <p>Commencing with the first month after the data is available and each month thereafter, the Contractor shall submit all completed biometric screening information records to the State's DSS contractor no later than fifteen (15) business days following the end of each calendar month as required in Contract Section A.21.h.(1).</p> <p>Performance Requirement: No later than fifteen (15) business days following the end of each calendar month.</p> <p>Standard SLA: Reports will not be delayed past the agreed upon timelines more than:</p> <ul style="list-style-type: none"> • 1 per calendar year per report specification for Monthly cadence file delivery requests • 1 per quarter per report specification for Weekly or Bi-Monthly cadence file delivery requests • 2 per month per report specification for less than weekly cadence file delivery requests. 	The State will agree to these revisions. Please see amendment item #19 below.
Pro Forma Contract Attachment C	335.	<p>Reporting (which includes weekly, monthly, and quarterly reports)</p> <p>Performance Requirement: 100%</p>	The State does not agree to this revision.

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE
		<p>Reports will not be delayed past the agreed upon timelines more than:</p> <ul style="list-style-type: none"> • 1 per calendar year per report specification for Monthly cadence file delivery requests • 1 per quarter per report specification for Weekly or Bi-Monthly cadence file delivery requests • 2 per month per report specification for less than weekly cadence file delivery requests. 	
Pro Forma Contract Attachment C	336.	<p>Annual Reporting Performance Requirement: 100% No file will be delayed more than 24 hours beyond its scheduled date.</p>	The State does not agree to this revision.
Pro Forma Contract Attachment C	337.	<p>Member Satisfaction Survey Performance Requirement: 85% year 1 of contract 90% in years 2-4 of contract Standard - 70% with minimum response rate of 30%. Can go to 80% with a minimum response threshold included.</p>	The State does not agree to this revision.
Pro Forma Contract Attachment C	338.	<p>RFP Attachment 6.6 (Pro Forma Contract), Attachment C (Service Level Agreement (SLA))</p> <p>Scorecard: This section indicates that the amounts due will be a percentage of administration fees earned during the time period the KPI was measured. Since the contract does not define administration fees, does the State mean the PEPM fees for the applicable time period of the KPI being measured?</p>	The administrative fees and chronic condition management fees are defined in RFP Attachment 6.3 Cost Table. See Footnotes.
Pro Forma Contract Attachment C	339.	<p>Please confirm the denominator for the chronic condition metrics is limited to those that meet the condition criteria <u>and</u> are also actively engaged?</p>	Yes. The State will rely on the Contractor to determine those who are actively engaged.
Pro Forma Contract Attachment C	340.	<p>For the SLAs represented in the contract, will the State expect a mediation and reconciliation process between The State and</p>	No. Any suggested changes in methodology and metrics will be determined during Round 2 of the RFP Questions and Comments period. Once the contract is awarded, the State expectation is that

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE
		awarded vendor to align on methodology and metrics?	the recommended Contractor signs the <i>Pro Forma</i> Contract included in the RFP process and based on the RFP Schedule of Events. There will be no negotiation after the contract award.
Pro Forma Contract Attachment C	341.	5.DSS Data Quality Can you share more about how the Contractor would obtain the SSN? This is not a typical field in our data exchange.	The SSN is included on our 834 file.
Pro Forma Contract Attachment C	342.	Item 8: Can the Contractor use their own member satisfaction survey design and meet the State's requirements?	Yes, provided the survey includes all of the requirements outlined in <i>Pro Forma</i> Contract Section A.16.s.
Pro Forma Contract Attachment C	343.	Please confirm that device or self-reported data is acceptable for the below clinical metric: <i>Diabetes BP control <140/90 -- Percentage of members aged 18-75 years with a diagnosis of diabetes (type 1 and type 2) who had a blood pressure during the measurement year and the most recent result value was less than <140/90.</i>	Confirmed. It is acceptable to the State to use the digital health device or self-reported data to determine this metric.
Pro Forma Contract Attachment C	344.	Can you confirm for the Member Satisfaction metric in the KPI Scorecard that the 85% is equivalent to an 85 Net Promoter Score (standard definition of Promoters less Detractors)?	No. It is not equivalent to an 85 Net Promoter Score.
Pro Forma Contract Attachment C	345.	SLA At Risk Performance Payment for Table A: page 117: Will "administration fees" to be used for the performance payment schedule be specifically identified in the contract?	The administrative and chronic condition management fees are outlined in Attachment 6.3 Cost Table in the footnotes and will be listed in Section C of the executed contract.
Pro Forma Contract Attachment C	346.	Chronic Condition Management Program KPI - Table B: page 119: Medication Adherence for hypertension1 Percentage of members aged 18-75 years with a prescription for hypertension (HTN) medications who fill their prescription often enough to cover 80% or more of the time they are supposed to be taking their prescribed drug therapy for	The denominator for the metric is limited to those that meet the condition criteria as determined by the Contractor. The State will rely on the Contractor to identify those who meet the criteria and that are actively engaged.

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE
		<p>Renin-angiotensin system (RAS) antagonists: -Angiotensin converting enzyme (ACE) inhibitors -Angiotensin II receptor blockers (ARBs) -Direct renin inhibitors</p> <p>Maintain or improve from the prior year's baseline</p> <p>Question Do we presume these members have the diagnosis of hypertension (as the previous column suggests: "Medication Adherence for hypertension"), because ACEI and ARBs have multiple other FDA improved indications. For example, lisinopril, an ACE inhibitor which is typically used for hypertension, has an FDA approved indication for migraine prevention. Is the medication list or the diagnosis dictating the members to be identified for this metric?</p>	
Pro Forma Contract Attachment D	347.	It references the "template prior approved in writing". Is this simply referencing that the Contractor and the State would align on a template and the expectation is that all reports would be provided in the agreed upon format?	Yes.
Pro Forma Contract Attachment D	348.	Can the State confirm that the NCQA accreditation required would be NCQA Population Health Accreditation as alternative to disease management?	Yes.
Pro Forma Contract Attachment D	349.	Attachment D – Will the state accept annual reports 90 days after the end of the calendar year?	Yes. See amendment item #20 below.
Pro Forma Contract Attachment D	350.	Item 21 in Contract Attachment D - Reporting Requirements states: <i>“Case Management Referrals, submitted quarterly using the template prior approved In Writing by the State. The report shall, at a minimum, include information about the number of members who have been referred to case</i>	Blue Cross Blue Shield of Tennessee and Cigna are our medical TPAs and Optum provides behavioral health. We expect the contractor to make referrals for members to case management should the contractor determine that case management would be appropriate for the member.

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE
		<p><i>management and be specific to each TPA or EAP/BHO contractor.”</i></p> <p>Can the State please further define “Case Management referrals” and also clarify what the expectations are for the selected vendor to provide these types of referrals and to whom?</p>	
Pro Forma Contract Attachment D	351.	<p>Item 23 in Contract Attachment D - Reporting Requirements states: <i>“Other Reports, as specified in this Contract...”</i></p> <p>Can the State please provide/detail all other reports now so Respondents can review them?</p>	This is specific to any reports referenced in the <i>Pro Forma</i> Contract that might not be referenced in Attachment D.
Pro Forma Contract Attachment D	352.	<p>Contract Attachment D - Reporting Requirements has numerous references to <i>“using the template prior approved In Writing by the State”</i>. Can the State please provide these report templates now to allow Respondents to review those templates?</p>	The State does not have a preferred template that we can share. The State will use the contractor’s template report as long as the required reporting elements are included or can share past reports to the Contractor as a guide.
Pro Forma Contract Attachment D	353.	<p>RFP Attachment 6.6 (Pro Forma Contract), Attachment D (Reporting Requirements), Item 7: The State indicates that a Diabetes Remission/Reversal Report should be submitted quarterly using the template prior approved in writing by the State. Will the State provide the Contractor with the desired template that should be used, or does the Contractor need to create and submit a template for the State’s approval?</p>	The Contractor will need to create a template for State review and approval.
Pro Forma Contract Attachment D	354.	<p>(top of page)</p> <p>Annual reports shall be submitted within sixty (60) days after the end of the calendar program year.</p>	The State’s program year is a calendar year.
Pro Forma Contract Attachment D	355.	<p>Biometric Screening Completion Report</p> <p>Biometric Screening Completion Report, submitted monthly using the mutually agreed-upon</p>	The State will agree to this revision The State has cleaned up some language in this section. Please see amendment item #20 below.

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE
		<p>template prior approved In Writing by the State. The report shall include, at a minimum, the number of members who have completed the health screening since the commencement of the Plan Year by screening type (e.g., workplace, lab collection network, provider/clinic, home kit).</p>	
Pro Forma Contract Attachment D	356.	<p>Workplace Screening Event Report, submitted quarterly during the period that the Contractor holds workplace screening events using the mutually agreed-upon template prior approved In Writing by the State. The report shall include, at a minimum, the number of plan members who have completed the screening at a workplace screening with the number of events and the number of screenings conducted at each screening event.</p>	The State will agree to this revision. Please see amendment item #20 below.
Pro Forma Contract Attachment D	357.	<p>Biometric Screening Summary Report</p> <p>Biometric Screening Summary Report, submitted quarterly annually using the mutually agreed-upon template prior approved In Writing by the State. The report shall include, at a minimum, information and data on the frequency of high values such as high cholesterol, high blood glucose, and high blood pressure; changes in biometric values over time, including improvements in biometric values.</p>	The State agrees in part and denies making the first suggested edit. Please see amendment item #20 below.
Pro Forma Contract Attachment D	358.	<p>Health Questionnaire Completion Report</p> <p>Health Questionnaire Completion Report, submitted quarterly using the mutually agreed-upon template prior approved In Writing by the State. The report shall include, at a minimum, the numbers and percent of members (by Plan type, e.g., State and plan code) who have completed the health questionnaire since the</p>	The State will agree to this revision. Please see amendment item #20 below.

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE
		commencement of the Plan Year.	
Pro Forma Contract Attachment D	359.	<p>Health Questionnaire Summary Report</p> <p>Health Questionnaire Summary Report, submitted quarterly using the mutually agreed-upon template prior approved In Writing by the State. The report shall include, at a minimum, information and data on the frequency of lifestyle risks and chronic conditions by type.</p>	The State will agree to this revision. Please see amendment item #20 below.
Pro Forma Contract Attachment D	360.	<p>Program Participation Report</p> <p>Program Participation Report (lifestyle and chronic condition management), submitted monthly using the mutually agreed-upon template prior approved In Writing by the State. The report shall include but not be limited to the number and percent of eligible members (by type of plan) who are/are not participants (by the engagement definition) by program (lifestyle counseling and moderate/high risk/low risk chronic condition management, and condition (e.g., weight management, diabetes); the number of remote patient monitoring devices (BP cuff, scale, glucometer) and activation and utilization of devices; number and percent of eligible members that could not be contacted; information on participants who graduated from or completed a program; and a summary of co- morbid conditions by condition.</p>	The State agrees in part and denies making the second suggested edit. Please see amendment item #20 below.
Pro Forma Contract Attachment D	361.	<p>Diabetes Remission/Reversal Report, submitted quarterly using the mutually agreed-upon template prior approved In Writing by the State. The report shall include, at a minimum: enrollment count, changes in biomarkers including diabetes clinical markers (A1c or glucose) weight loss/ BMI changes and medication reduction.</p>	The State will agree to this revision. Please see amendment item #20 below.

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE
		This reporting is available with our [REDACTED] Transform solution only.	
Pro Forma Contract Attachment D	362.	<p>Weight Management Program Participation Report</p> <p>Weight Management Program Participation Report, submitted quarterly using the mutually agreed-upon template prior approved In Writing by the State. The report shall at a minimum include the following: participation rates (percent participating/eligible Members; percent of participant weight loss at 3, 6 and 12 months, (if applicable); percent still enrolled at 3, 6 and 12 months (if applicable); percent weight loss at end of program; percent with weight loss >5% at the end of program; biometric data and the difference at end of program compared to baseline (start of program)); the shift in the participating population's BMI risk profile; cumulative total pounds lost; average weight loss; the number of scales/activity trackers mailed; the number of sessions completed and the number of participants who graduated from the program.</p> <p>This reporting is available with our [REDACTED] [REDACTED] solution only.</p>	The State will agree to this revision. Please see amendment item #20 below.
Pro Forma Contract Attachment D	363.	<p>Customer Satisfaction Report</p> <p>Customer Satisfaction Report, submitted monthly using the mutually agreed-upon template prior approved In Writing by the State. The report shall, at a minimum, report on compliance with the established customer satisfaction standards as outlined in Contract Section A.12.e.</p>	The State will agree to this revision. Please see amendment item #20 below.
Pro Forma Contract Attachment D	364.	<p>Appeals Report</p> <p>Appeals Report, submitted quarterly using the mutually agreed-upon template prior approved In Writing by the State. The report shall, at a</p>	The State will agree to this revision. Please see amendment item #20 below.

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE
		<p>minimum, report on the number of members who have filed an appeal to receive the incentive, the reason for the appeal and the appeal resolution.</p>	
Pro Forma Contract Attachment D	365.	<p>Quarterly Complaints Report</p> <p>Quarterly Complaints Report, submitted quarterly using the mutually agreed-upon template prior approved In Writing by the State. The report shall, at a minimum, summarize the number of grievances, by type, the timeframes for resolving grievances and the resolution.</p>	<p>The State will agree to this revision. Please see amendment item #20 below.</p>
Pro Forma Contract Attachment D	366.	<p>Chronic Condition Management Performance Report</p> <p>Chronic Condition Management Program Performance Report, submitted annually once the calculations have been agreed upon by both the State and the Contractor using the mutually agreed-upon template prior approved In Writing by the State. The report shall, at a minimum, list each program measure, the target outcome, if target was met/not met, if not, why and proposed improvement activities if the target was not met. See Contract Section C.5. and Contract Attachment C, Table B.</p>	<p>The State will agree to this revision. Please see amendment item #20 below.</p>
Pro Forma Contract Attachment D	367.	<p>Workplace Screening Exit Survey Report</p> <p>Workplace Screening Exit Survey Report, submitted quarterly during the period that the Contractor holds workplace screening events using the mutually agreed-upon template prior approved In Writing by the State. The report shall, at a minimum, summarize the methodology and results and identify improvement activities.</p> <p>We do not support workplace screening exit surveys. We are open to discussion and additional details on the request to determine mutually acceptable approach.</p>	<p>The State agrees to the proposed contract language. Please see amendment item #20 below.</p> <p>Screening exit survey is required. The State does not agree to change this contract requirement.</p>

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE
Pro Forma Contract Attachment D	368.	<p>Workplace Screening Operation and Coordination Survey Report</p> <p>Workplace Screening Operation and Coordination Survey Report, submitted annually using the mutually agreed-upon template prior approved In Writing by the State. The report shall, at a minimum, summarize the methodology and results of satisfaction with the workplace screening set up and operation. If needed, address any issues and the corrective actions taken.</p> <p>We are open to discussion and additional detail on request to determine mutually acceptable approach.</p>	The State will agree to this revision. Please see amendment item #20 below.
Pro Forma Contract Attachment D	369.	<p>Overall Program Satisfaction Survey Report</p> <p>Overall Program Satisfaction Survey Report, submitted annually using the mutually agreed-upon template prior approved In Writing by the State. The report shall, at a minimum, summarize the methodology and results and identify improvement activities.</p>	The State will agree to this revision. Please see amendment item #20 below.
Pro Forma Contract Attachment D	370.	<p>Pre-Mailing Report</p> <p>Pre-Mailing Report, submitted as requested by the State, using the mutually agreed-upon template prior approved In Writing by the State. The report shall at a minimum summarize the population targeted for a specific mailing so that the state may audit the business logic used to determine if the defined population is accurate.</p> <p>We offer program materials in a variety of formats to communicate directly to members. We can provide print-ready files to the client or we can facilitate the printing and distribution, to home addresses or via bulk shipments to designated locations. Printing, postage and fulfillment charges will be estimated and billed to clients via a statement of work</p>	The State does not agree to this revision. All costs associated with mailing should be included as part of the RFP Cost Proposal response. The State will not accept a statement of work.

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE
		prior to project work being completed.	
Pro Forma Contract Attachment D	371.	<p>BC-DR Results Report</p> <p>BC-DR Results Report, submitted annually using the mutually agreed-upon template prior approved In Writing by the State.</p> <p>Our Business Continuity and Disaster Recovery (BCDR) program has been designed with a focus on Business Continuity, modeled after the NIST 800-34 standard. This includes Business Impact Analysis (BIA), BCDR plan documentation, annual testing documentation and tracking, in addition to Disaster Recovery and meets all HITRUST, ISO-27001, SOC2, and NIST 800-34 requirements.</p> <p>It includes a more formal Business Impact Analysis (BIA) process, NIST 800-34 style BCDR Plan templates and testing with tracking and reporting.</p> <p>We would not share detailed procedures or detailed results as they contain proprietary, confidential information.</p> <p>We can share a summary chart of annual BIA review, plan updates and testing we perform to consistently meet all customer requirements</p>	The State will agree to this revision. Please see amendment item #20 below.
Pro Forma Contract Attachment D	372.	<p>System and Organization Controls</p> <p>System and Organization Controls for service organizations (“SOC”) 2 Type II report, submitted annually beginning with the second year of the contract. If requested, the Contractor shall also provide periodic bridge reports as well as a copy of the report for any applicable subcontractors. See Contract Section E.8.e.</p>	There is not a question to answer. The Contractor is responsible for delivering all requirements and services listed in the Pro Forma Contract. Please submit a question during Round 2 of RFP Questions and Comments.

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE
Pro Forma Contract Attachment D	373.	<p>System and Organization Controls</p> <p>Program Participation Files to medical TPAs and PBM, when requested, submitted monthly using the mutually agreed-upon template prior approved In Writing by the State. The report shall, at a minimum, include information on the members enrolled in a specific program and be specific to each medical TPA.</p>	The State will agree to this revision. See amendment item #20 below.
Pro Forma Contract Attachment D	374.	<p>Case Management Referrals</p> <p>Case Management Referrals, submitted quarterly using the mutually agreed-upon template prior approved In Writing by the State. The report shall, at a minimum, include information about the number of members who have been referred to case management and be specific to each TPA or EAP/BHO contractor.</p> <p>We currently do not report on referrals; however, this capability can be supported based on further discussions with the State.</p>	This report is required. The State agrees. Please see amendment item #20 below.
Pro Forma Contract Attachment D	375.	<p>Accreditation Report</p> <p>Accreditation Report, submitted annually, attesting to full NCQA accreditation Wellness & Health Promotion Accreditation or NCQA disease management accreditation, or URAC disease management accreditation.</p>	There is no question to answer. Please submit a question during Round 2 of the RFP Questions and Comments period.
Pro Forma Contract Attachment D	376.	<p>Other Reports</p> <p>Other Reports, as specified in this Contract and using mutually agreed-upon templates prior approved In Writing by the State.</p>	The State will agree to this revision. Please see amendment item #20 below.
Pro Forma Contract Attachment E	377.	<p>2.6</p> <p>Business Associate shall require its employees, agents, and subcontractors to promptly (up to 72 48 hours) report, to Business Associate, immediately upon becoming aware of any use or disclosure</p>	The State does not agree to this revision. Forty-eight hours is our requirement for our business associates.

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE
		<p>of PHI in violation of this Agreement. Business Associate shall report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement. Business Associate will also provide additional information reasonably requested by the Covered Entity related to the breach.</p>	
<p>Pro Forma Contract Attachment E</p>	<p>378.</p>	<p>3.4 Business Associate shall require its employees, agents, and subcontractors to report to Business Associate within five (5) Business Days, any Security Incident (as that term is defined in 45 CFR § 164.304) of which it becomes aware. 45 CFR 164.314(a)(2)(C) requires that business associate shall report to the covered entity any security incident of which is becomes aware, including breaches of unsecured protected health information as required by 164.410. Business Associate shall promptly (up to 72 48 hours) report any Security Incident of which it becomes aware to Covered Entity. Provided however, that such reports are not required for attempted, unsuccessful Security Incidents, including trivial and routine incidents such as port scans, attempts to log-in with an invalid password or user name, denial of service attacks that do not result in a server being taken off-line, malware, and pings or other similar types of events.</p>	<p>The State does not agree to this revision. Forty-eight hours is our requirement for our business associates.</p>
<p>Pro Forma Contract Attachment E</p>	<p>379.</p>	<p>7.1 Term. This Agreement shall be coterminous with the Service Contracts effective as of the date on which it is signed by both parties and shall terminate with the Service Contracts or when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to</p>	<p>The State does not agree to this revision. If the vendor has access or use of BA's member PHI then BAA is still valid. The service contract does not terminate BAA. Only the return of or destroying of PHI terminates BAA.</p>

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		Covered Entity, or, if it is infeasible to return or destroy PHI, Section 7.3. below shall apply.	
Pro Forma Contract Attachment E	380.	<p>7.2.2.</p> <p>7.2.2. Upon either Party's Covered Entity's knowledge of a material breach by the other Party, the breaching Party may terminate this Agreement if such failure is not cured within thirty (30) days to the reasonable satisfaction of the other Party. This Agreement will automatically terminate upon termination or expiration of the Service Contract. Business Associate, Covered Entity shall either:</p> <p>7.2.2.1. Provide a reasonable opportunity for Business Associate to cure the breach or end the violation, or</p> <p>7.2.2.2. If Business Associate has breached a material term of this Agreement and cure is not possible or if Business Associate does not cure a curable breach or end the violation within a reasonable time as specified by, and at the sole discretion of, Covered Entity, Covered Entity may immediately terminate this Agreement and the Service Agreement.</p> <p>7.2.2.3. If This Agreement shall terminate if neither cure nor termination is feasible, Covered Entity shall report the violation to the Secretary of the United States Department of Health in Human Services or the Secretary's designee.</p>	The State does not agree to this revision. BA is the covered entity and the owner of the data. The obligations are for business associates not covered entity.
Pro Forma Contract Attachment E	381.	<p>We would like to propose the following updates to the language. Will the State accept the following changes?</p> <p>2.4 Business Associate shall require any agent or Subcontractor, to whom it provides PHI received from, maintained, created or</p>	<p>The State agrees to some of the changes. See amendment items #21, 22, and 23 below.</p> <p>The State agrees.</p>

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE
		<p>received by Business Associate on behalf of Covered Entity or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to PHI or other confidential information, to agree, by written contract with Business Associate, in accordance with 164.502(e)(1)(ii), ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of business associate agree to the same restrictions and conditions that are no less protective than those that apply to the business associate with respect to such information.</p> <p>2.6 Business Associate shall require its employees, agents, and subcontractors to promptly (up to 48 hours) report, to Business Associate, promptly immediately upon becoming aware of any use or disclosure of PHI in violation of this Agreement. Business Associate shall report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement. Business Associate will also provide additional information reasonably requested by the Covered Entity related to the breach.</p> <p>2.7.1 Business Associate shall provide to Covered Entity notice of a Potential or an Actual Breach of Unsecured PHI immediately upon becoming aware of the Breach.</p> <p>2.7.2 Business Associate shall cooperate with Covered Entity in a timely manner to provide ing the appropriate and necessary information to Covered Entity.</p>	<p>The State does not agree.</p> <p>The State does not agree.</p> <p>The State does not agree. The State has standard requirements for all Vendors.</p> <p>The State agrees to this revision.</p>

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE
		<p>2.8 If Business Associate receives PHI from Covered Entity in a Designated Record Set, Business Associate shall provide access, at the request of Covered Entity or Individual, to PHI in a Designated Record Set to Individual Covered Entity, in order to meet the requirements under 45 CFR § 164.524, provided that Business Associate shall have at least thirty (30) Business Days from Covered Entity notice to provide access to, or deliver such information.</p> <p>2.9 If Business Associate receives PHI from Covered Entity in a Designated Record Set, then Business Associate shall make any amendments to PHI in a Designated Record Set that the Covered Entity or Individual directs or agrees to pursuant to the 45 CFR § 164.526 at the request of Covered Entity or an Individual, subject to and consistent with the timing and other provisions of 45 C.F.R. § 164.526 and in the time and manner designated by Covered Entity, provided that Business Associate shall have at least thirty (30) Business Days from Covered Entity notice to make an amendment.</p> <p>2.15. If Business Associate receives a request from an Individual for a copy of the individual's PHI, and the PHI is in the sole possession of the Business Associate, Business Associate will provide the requested copies to the individual and notify the Covered Entity of such action. If Business Associate receives a request for PHI in the possession of the Covered Entity, or receives a request to</p>	<p>The State agrees to these revisions</p> <p>The State does not agree. The data referenced in a designated record set from a covered entity, not an individual.</p> <p>The State does not agree. The State wants notification to ensure the vendor is meeting the required timeframe for response.</p>

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE
		<p>exercise other individual rights as set forth in the Privacy Rule, Business Associate shall notify Covered Entity of such request and forward the request to Covered Entity. Business Associate shall then assist Covered Entity in responding to the request.</p> <p>3.3 Business Associate shall ensure that any agent, including a subcontractor, to whom it provides electronic PHI received from or created for Covered Entity or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to PHI supplied by Covered Entity, to agree, by written contract (or the appropriate equivalent if the agent is a government entity) with Business Associate, in accordance with 164.502(e)(1)(ii), ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of business associate agree to the same restrictions and conditions that are no less protective than those that apply to the business associate with respect to such information.</p> <p>3.4 Business Associate shall require its employees, agents, and subcontractors to report to Business Associate promptly within five (5) Business Days, any Security Incident (as that term is defined in 45 CFR § 164.304) of which it becomes aware. 45 CFR 164.314(a)(2)(C) requires that business associate shall report to the covered entity any security incident of which is becomes aware,</p>	<p>The State does not agree to this revision..</p> <p>The State does not agree to this revision.</p> <p>The State does not agree. To this revision.</p>

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE
		<p>including breaches of unsecured protected health information as required by 164.410. Business Associate shall promptly (up to 48 72 hours) report any Security Incident of which it becomes aware to Covered Entity the impacts Covered Entity's PHI. Provided however, that such reports are not required for attempted, unsuccessful Security Incidents, including trivial and routine incidents such as port scans, attempts to log-in with an invalid password or user name, denial of service attacks that do not result in a server being taken off-line, malware, and pings or other similar types of events.</p>	<p>The State does not agree. The State requires 48-hour notification from all vendors.</p> <p>The State does not agree. The BAA only covers the covered entity's PHI. Language is redundant.</p>
Cost Proposal	382.	<p>Can the Contractor provision and invoice additional devices (in addition to blood pressure cuff, digital weight scale, and continuous glucose monitors)? Specifically, blood glucose monitors for diabetics that do not require continuous glucose monitors?</p>	<p>No. The State has indicated in the cost proposal which devices we want to procure.</p>
Cost Proposal	383.	<p>Please confirm the below is accurate in terms of what should be provided or provide correction:</p> <ul style="list-style-type: none"> -High Risk = Per engaged participant per month for high risk members <u>except for Diabetes remission/reversal program</u> -Moderate Risk = Per engaged participant per month for moderate risk members <u>except for Diabetes remission/reversal program</u> -Low Risk = Per engaged participant per month for low risk members <u>except for Diabetes remission/reversal program</u> -Diabetes Remission/Reversal = Per engaged participant per month for any risk level for only 	<p>That is correct.</p>

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE
		the Diabetes Remission/Reversal program	
Cost Proposal	384.	<p>For the Admin fee, it references that "The State will pay for all Heads of Contract for the state plan. As of June 2022, total Heads of Contract is 60,540."</p> <p>-Is this referenced "state plan" the same population as the Enrollment File labeled as "State Employee = 60,037"?</p> <p>-Is the "Heads of Contract for local education, local government, and retirees" referenced on the Cost Proposal the sum of all other Employee rows on the Enrollment File =77,701?</p>	<p>Yes, it is the same.</p> <p>Yes, it is the sum of all other rows which equals 77,701. The State will pay the contractor for 25% of 77,701 for the administration fee.</p>
Cost Proposal	385.	<p>For the Admin fee and the PEPM for the "Heads of Contract for local education, local government, and retirees", is the 75% of PEPM not covered by the State covered through another funding source? Can you provide clarification as to what it means for the 75% to not be covered?</p>	<p>Given the voluntary nature of this program and the lack of incentives for local education, local government, and retirees to participate, their anticipated participation levels are expected to be lower than the state's. Therefore, the state is only paying for a portion of the population. There are no other funding sources.</p>
Cost Proposal	386.	<p>RFP Attachment 6.3 (Cost Proposal): Footnote #1 indicates that the State will pay for all Heads of Contract for the State Plan (60,500 as of June 2022) and 25% of the Heads of Contract for local education, local government, and retirees. As of June 2022, the total Heads of Contract for the local education, local government, and retirees is 77,701. Does the 77,701 number represent 25% of this population? Or is the Respondent to calculate the 25% which would represent 19,425? Is the difference between the 286,000 and the 138,241 (60,600 + 77,701) the</p>	<p>77,701 is the total count, as of June 2022, of all heads of contract (employees) for local education, local government, and retirees for all plans. The administrative fee paid by the State will be 25% of the total count every month for this population. Using the June 2022 count as an example, that would be 19,425 billable heads of contract for local education, local government and retirees. 286,000 is all members from all plans, which includes employees, spouses, and child dependents. Please refer to RFP Appendix 7.1 for a break down of the member counts and relationship by group.</p>

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE
		number of spouses and dependents over the age of 18?	
Cost Proposal	387.	RFP Attachment 6.3 (Cost Proposal): Footnote #4 indicates that the cost of the program shall include all equipment provided to the Member. This spreadsheet on Rows 18, 19, and 20 provides a place for the Respondent to include the pricing for this equipment. Is the equipment referred to in Footnote #4 items other than what the Respondent has been asked to price on Rows 18,19, and 20? If so, can the State provide examples of what other equipment they would expect to be provided with the Weight Management Program?	See response to Question #153.
Cost Proposal	388.	Are alternatives, deviations or additional proposal formats permitted? This format may not allow us to reflect of our comprehensive services and payment models in support of State employees.	No. And also see the response to Question #60 above.

3. Delete RFP section A.5. in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

A.5.	<p>Provide one of the following:</p> <p>(a) Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a satisfactory credit rating for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will not be considered responsive.)</p> <p>(b) Provide a current credit rating from Moody's, Standard & Poor's, Dun & Bradstreet, A.M. Best or Fitch Ratings, verified and dated within the last three (3) months and indicating a positive credit rating for the Respondent.</p> <p>(c) an income statement indicating the Respondent's positive financial operations</p> <p>OR</p> <p>(d) a balance sheet showing the Respondent's satisfactory flow of funds</p>
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4. Delete RFP section A.6. in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

A.6.	Provide the Respondent's most recent independent audited financial statements. Said independent audited financial statements must:
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	<p>(1) reflect an audit period for a fiscal year ended within the last 36 months;</p> <p>(2) be prepared with all monetary amounts detailed in United States currency;</p> <p>(3) be prepared under United States Generally Accepted Accounting Principles (US GAAP);</p> <p>(4) include the auditor's opinion letter; financial statements; and the notes to the financial statements; and</p> <p>(5) be deemed, in the sole discretion of the State to reflect sufficient financial stability to undertake the subject contract with the State if awarded pursuant to this RFP.</p> <p>OR</p> <p>In lieu of the aforementioned independent audited financial statements, provide a financial institution's letter of commitment for a general Line of Credit in the amount of TWO MILLION DOLLARS (\$2,000,000), U.S. currency, available to the Respondent. Said letter <u>must</u> specify the Respondent's name, be signed and dated within the past three (3) months by an authorized agent of the financial institution, and indicate that the Line of Credit shall be available for a span of five years.</p> <p>NOTES:</p> <ul style="list-style-type: none"> ✦ Reviewed or Compiled Financial Statements will not be deemed responsive to this requirement and will not be accepted. ✦ All persons, agencies, firms, or other entities that provide opinions regarding the Respondent's financial status must be properly licensed to render such opinions. The State may require the Respondent to submit proof that the person or entity who renders an opinion regarding the Respondent's financial status is licensed, including the license number and state in which the person or entity is licensed.
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5. Delete *Pro Forma Contract* section A.3.c. in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

- c. The Contractor shall have a designated full-time implementation manager who is responsible for leading and coordinating all contract implementation activities as well as a designated implementation team. Unless otherwise directed by the State, the implementation manager should be designated full-time to this implementation project through **thirty (30)** days after the Go-Live Date. All other implementation team members that the Contractor referenced in its proposal to the State shall be approved by the State and shall be available as needed during the implementation but should be designated to this project at least two (2) months prior to Go-Live and at least thirty (30) days after Go-Live. The Contractor's implementation team shall include a full-time Account Executive and a full-time Account Manager designated to this Contract, who will be the main contacts with the State for all day-to-day matters relating to the implementation and ongoing operations of this Contract. Also, the Contractor shall assign an Information Systems project coordinator to coordinate information technology activities among the Contractor and the State's existing contractors and all internal and external participating and affected entities. All the Contractor's implementation team members shall have participated in the implementation of at least one other large employer (i.e., employer with Population Health and Wellness Services covering at least 30,000 lives).

6. Delete *Pro Forma Contract* section A.6.j. in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

- j. The Contractor shall submit the policies and procedures required by A.6.k. to the State by the date outlined in Contract Section A.23. The State reserves the right to review the policies and procedures and **propose** changes. The Contractor shall notify the State, In Writing, thirty (30) days prior to any significant changes to these policies and procedures. The State reserves the right to review the proposed change(s) and require revisions.

7. **Delete *Pro Forma Contract* section A.10.b. in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**
 - b. The Program shall include, at a minimum, weekly activities and interaction between the Contractor and Member as well as collect a Member's weight on a regular basis. At the request of the State, the Member's weight must be captured via a scale with **connected** capability which is provided to the Member at no charge from the Contractor.
8. **Delete *Pro Forma Contract* section A.17.g in its entirety and renumber any subsequent sections as necessary.**
9. **Delete *Pro Forma Contract* section A.20.i(1)iii in its entirety and renumber any subsequent sections as necessary.**
 - iii. Restrict unsuccessful attempts to access system functions to **five (5)**, with a system function that automatically prevents further access attempts and records these occurrences; and
10. **Delete *Pro Forma Contract* section A.20.i(1)iii in its entirety and renumber any subsequent sections as necessary.**
 - (6) The Contractor shall provide for the physical safeguarding of its data processing facilities and the systems and information housed therein. The Contractor shall provide the State with access to data facilities upon request. The physical security provisions shall be in effect for the life of this Contract, **if and when applicable**.
11. **Delete *Pro Forma Contract* section A.22.a. in its entirety and renumber any subsequent sections as necessary.**
12. **Delete *Pro Forma Contract* section A.22.a. in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**
 - a. At the State's request In Writing, the Contractor shall provide the State access to its client **facing** reporting system **if available**, including program and fiscal information regarding members served, services rendered, and the ability for said personnel to retrieve reports. The Contractor shall provide training in and documentation on the use of this mechanism no later than two weeks prior to Go-Live. The Contractor shall provide access to this reporting functionality to a minimum of two (2) State employees no later than two weeks prior to the Go-Live date. Additional or replacement users may be added at any time at the State's request. If agreed upon by the State In Writing, the Contractor must provide the State with an individual dedicated to developing, retrieving, and providing reports in the timeframe requested by the State.
13. **Delete *Pro Forma Contract* section D.7. in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**

D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract, **except for the list of subcontractors listed in the RFP technical response**, without the prior written approval of the State. Notwithstanding any use of the approved 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 additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
14. **Delete *Pro Forma Contract* section D.32. in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**

D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, **and requested by the State**, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall **promptly** notify the State. All insurance companies providing coverage must be: **(a)** authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and **(b)** rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO").

"Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Upon request, Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) Business Days prior to the Effective Date and again upon **request by the State** thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the State may require Contractor to provide a valid COI.

The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete copies of all required insurance policies, including endorsements required by these specifications, at any time.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no

event later than thirty (30) calendar days after the State becomes aware of such claim. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability (“CGL”) Insurance

- 1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Contractor shall maintain single limits not less than one million dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers’ Compensation and Employer Liability Insurance

- 1) For Contractors statutorily required to carry workers’ compensation and employer liability insurance, the Contractor shall maintain:
 - i. Workers’ compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Contractor employs fewer than five (5) employees;
 - ii. The Contractor is a sole proprietor;
 - iii. The Contractor is in the construction business or trades with no employees;
 - iv. The Contractor is in the coal mining industry with no employees;
 - v. The Contractor is a state or local government; or
 - vi. The Contractor self-insures its workers’ compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

- 1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).
- 2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or combined single limit.

d. Professional Liability Insurance

- 1) Professional liability insurance shall be written on an occurrence basis or on a claims-made basis. If this coverage is written on a claims-made basis, then:
 - i. The retroactive date must be shown, and must be on or before the earlier of the Effective Date of the Contract or the beginning of Contract work or provision of goods and services;
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) full years from the date of the final Contract payment; and
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or prior to the Contract Effective Date, the Contractor must purchase "extended reporting" or "tail coverage" for a minimum of **three (3)** full years from the date of the final Contract payment.
- 2) Any professional liability insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate; and
- 3) If the Contract involves the provision of services by medical professionals, a policy limit not less than three million (\$3,000,000) per claim and three million dollars (\$3,000,000) in the aggregate for medical malpractice insurance.

e. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance

- 1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than ten million dollars (\$10,000,000) per occurrence or claim and ten million dollars (\$10,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.
- 2) Such coverage shall include data breach response expenses, in an amount not less than ten million dollars (\$10,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

f. Crime Insurance

- 1) The Contractor shall maintain crime insurance, which shall be written on a “loss sustained form” or “loss discovered form” providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.
- 2) Any crime insurance policy shall have a limit not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars (\$250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or “tail coverage” of at least two (2) years after the Term.

15. Delete *Pro Forma Contract* section E.7.a.(3). in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

- (3) 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 allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment or the Contractor shall commission an independent third party to perform the risk assessment which must include penetration testing and vulnerability assessments. The Contractor shall provide the results of the third-party testing to the State.

16. Add *Pro Forma Contract* section E.8. in its entirety and renumber any subsequent sections as necessary.

E.8. State Ownership of Goods. The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Contract including full rights to use the goods and transfer title in the goods to any third parties.

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

LIQUIDATED DAMAGES

To effectively manage contractual performance, the State has established Liquidated Damages associated with the Contractor’s obligations with respect to the Contract. The Contractor is expected to perform according to a certain level of standards. If these standards are not met, the State is entitled to impose liquidated damage assessments. Damages are included in this Attachment.

The Parties agree that the Liquidated Damages represent solely the anticipated damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party or delays caused by the State.

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

18. Delete *Pro Forma Contract Attachment B Item #1* in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

1. Program Go-Live Date	
Guarantee	The Program shall take effect and be fully Operational on the Program Go-Live specified in Contract Section A.2.q. "Operational" is defined as the ability to electronically capture enrollment records accurately for Members, answer Members' calls, and provide all other services described in the Contract.
Assessment	Ten thousand dollars (\$10,000) for each Business Day beyond Go-Live that the Program is not operational up to thirty (30) Business Days.
Justification	Program Go-Live is an imperative milestone listed in the Contract. If there is a delay, the State is unable to provide the program to our Members. 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	Measured, reported, and reconciled no later than three (3) months after the Go-Live by the State.

19. Delete *Pro Forma Contract Attachment C Table A Item #4* in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

4. DSS Data Submission	Commencing with the first month after the data is available and each month thereafter, the Contractor shall submit all completed biometric screening information records to the State's DSS contractor no later than fifteen (15) Business Days following the end of each calendar month as required in Contract Section A.21.h.(1).	No later than fifteen (15) Business Days following the end of each calendar month.	On time	10
			1 day late	8
			2 days late	6
			3 days late	4
			More than 3 days late	0

20. Delete *Pro Forma Contract Attachment D* 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 this Contract, the Contractor shall submit reports to the State. Reports shall be submitted via secure electronic medium, in a format approved or specified by the State, and shall be of the type and at the frequency indicated below. The State reserves the right to modify reporting requirements as deemed necessary. The State will provide the Contractor with at least sixty (60) days' notice prior to implementation of a report modification.

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 15th of the following month;
3. Quarterly reports shall be submitted by the 20th of the following month;
4. Semi-Annual Reports shall be submitted by the 20th of the following month;
5. Annual reports shall be submitted within **ninety (90)** days after the end of the calendar year.

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

Reports shall include:

1. **Biometric Screening Completion Report**, submitted **quarterly** using the **mutually agreed-upon** template prior approved In Writing by the State. The report shall include, at a minimum, the number of members who have completed the health screening since the commencement of the Plan Year by screening type (e.g., workplace, lab collection network, provider/clinic, home kit).
2. **Workplace Screening Event Report**, submitted quarterly during the period that the Contractor holds workplace screening events using the **mutually agreed-upon** template prior approved In Writing by the State. The report shall include, at a minimum, the number of plan members who have completed the screening at a workplace screening with the number of events and the number of screenings conducted at each screening event.
3. **Biometric Screening Summary Report**, submitted quarterly using the **mutually agreed-upon** template prior approved In Writing by the State. The report shall include, at a minimum, information and data on the frequency of high values such as high cholesterol, high blood glucose, and high blood pressure; changes in biometric values over time, including improvements in biometric values.
4. **Health Questionnaire Completion Report**, submitted quarterly using the **mutually agreed-upon** template prior approved In Writing by the State. The report shall include, at a minimum, the numbers and percent of members (by Plan type, e.g., State and plan code) who have completed the health questionnaire since the commencement of the Plan Year.
5. **Health Questionnaire Summary Report**, submitted quarterly using the **mutually agreed-upon** template prior approved In Writing by the State. The report shall include, at a minimum, information and data on the frequency of lifestyle risks and chronic conditions by type.
6. **Program Participation Report (lifestyle and chronic condition management)**, submitted monthly using the **mutually agreed-upon** template prior approved In Writing by the State. The report shall include but not be limited to the number and percent of eligible members (by type of plan) who are/are not participants (by the engagement definition) by program (lifestyle counseling and moderate/high risk/low risk chronic condition management, and condition (e.g., weight management, diabetes); the number of remote patient monitoring devices (BP cuff, scale, glucometer) and activation and utilization of devices; number and percent of eligible members that could not be contacted; information on participants who graduated from or completed a program; and a summary of co- morbid conditions by condition.
7. **Diabetes Remission/Reversal Report**, submitted quarterly using the **mutually agreed-upon** template prior approved In Writing by the State. The report shall include, at a minimum: enrollment count, changes in biomarkers including diabetes clinical markers (A1c or glucose) weight loss/ BMI changes and

medication reduction.

8. **Weight Management Program Participation Report**, submitted quarterly using the **mutually agreed-upon** template prior approved In Writing by the State. The report shall at a minimum include the following: participation rates (percent participating/eligible Members; percent of participant weight loss at 3, 6 and 12 months, (if applicable); percent still enrolled at 3, 6 and 12 months (if applicable); percent weight loss at end of program; percent with weight loss >5% at the end of program; biometric data and the difference at end of program compared to baseline (start of program)); the shift in the participating population's BMI risk profile; cumulative total pounds lost; average weight loss; the number of scales/activity trackers mailed; the number of sessions completed and the number of participants who graduated from the program.
9. **Customer Satisfaction Report**, submitted monthly using the **mutually agreed-upon** template prior approved In Writing by the State. The report shall, at a minimum, report on compliance with the established customer satisfaction standards as outlined in Contract Section A.12.e.
10. **Appeals Report**, submitted quarterly using the **mutually agreed-upon** template prior approved In Writing by the State. The report shall, at a minimum, report on the number of members who have filed an appeal to receive the incentive, the reason for the appeal and the appeal resolution.
11. **Call Center Activity Reports**, as detailed in Contract Section A.13.I., submitted monthly.
 - ASA – statistics to support an ASA of thirty (30) seconds or less during each month.
 - First Call Resolution – statistics to support a monthly average rate of eighty-five (85%) or greater for First Call Resolution.
 - Telephone Service Factor (TSF) - percentage of incoming telephone calls answered within 20 seconds.
 - Open call/inquiry closure rate – 90% of Member calls/inquiries resolved within five (5) Business Days.
12. **Quarterly Complaints Report**, submitted quarterly using the **mutually agreed-upon** template prior approved In Writing by the State. The report shall, at a minimum, summarize the number of grievances, by type, the timeframes for resolving grievances and the resolution.
13. **Chronic Condition Management Program Performance Report**, submitted annually once the calculations have been agreed upon by both the State and the Contractor using the **mutually agreed-upon** template prior approved In Writing by the State. The report shall, at a minimum, list each program measure, the target outcome, if target was met/not met, if not, why and proposed improvement activities if the target was not met. See Contract Section C.5. and Contract Attachment C, Table B.
14. **Workplace Screening Exit Survey Report**, submitted quarterly during the period that the Contractor holds workplace screening events using the **mutually agreed-upon** template prior approved In Writing by the State. The report shall, at a minimum, summarize the methodology and results and identify improvement activities.
15. **Workplace Screening Operation and Coordination Survey Report**, submitted annually using the **mutually agreed-upon** template prior approved In Writing by the State. The report shall, at a minimum, summarize the methodology and results of satisfaction with the workplace screening set up and operation. If needed, address any issues and the corrective actions taken.
16. **Overall Program Satisfaction Survey Report**, submitted annually using the **mutually agreed-upon** template prior approved In Writing by the State. The report

shall, at a minimum, summarize the methodology and results and identify improvement activities.

17. **Pre-Mailing Report**, submitted as requested by the State, using the template prior approved In Writing by the State. The report shall at a minimum summarize the population targeted for a specific mailing so that the state may audit the business logic used to determine if the defined population is accurate.
 18. **BC-DR Results Report**, submitted annually using the **mutually agreed-upon** template prior approved In Writing by the State.
 19. **System and Organization Controls for service organizations (“SOC”) 2 Type II report**, submitted annually beginning with the second year of the contract. If requested, the Contractor shall also provide periodic bridge reports as well as a copy of the report for any applicable subcontractors. See Contract Section E.8.e.
 20. **Program Participation Files to medical TPAs and PBM**, when requested, submitted monthly using the **mutually agreed-upon** template prior approved In Writing by the State. The report shall, at a minimum, include information on the members enrolled in a specific program and be specific to each medical TPA.
 21. **Case Management Referrals**, submitted quarterly using the **mutually agreed-upon** template prior approved In Writing by the State. The report shall, at a minimum, include information about the number of members who have been referred to case management and be specific to each TPA or EAP/BHO contractor.
 22. **Accreditation Report**, submitted annually, attesting to full NCQA accreditation Wellness & Health Promotion Accreditation or NCQA disease management accreditation, or URAC disease management accreditation.
 23. **Other Reports**, as specified in this Contract and using **mutually agreed-upon** templates prior approved In Writing by the State.
21. **Delete Pro Forma Contract Attachment E Section 2.4 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**
- 2.4. Business Associate shall require any **agent or Subcontractor**, to whom it provides PHI received from, maintained, created or received by Business Associate on behalf of Covered Entity or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to PHI or other confidential information, to agree, by written contract with Business Associate, in accordance with 164.502(e)(1)(ii), ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of business associate agree to the same restrictions and conditions that apply to the business associate with respect to such information.
22. **Delete Pro Forma Contract Attachment E Section 2.7.2 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**
- 2.7.2. Business Associate shall cooperate with Covered Entity in **a timely manner to** provide the appropriate and necessary information to Covered Entity.
23. **Delete Pro Forma Contract Attachment E Section 2.8. in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**
- 2.8. If Business Associate receives PHI from Covered Entity in a Designated Record Set, Business Associate shall provide access, at the request of Covered Entity **or**

Individual, to PHI in a Designated Record Set to **Individual**, in order to meet the requirements under 45 CFR § 164.524, provided that Business Associate shall have at least thirty (30) Business Days from Covered Entity notice to provide access to, or deliver such information.

24. Delete RFP # 31786-00168, in its entirety, and replace it with RFP # 31786-00168, Release # 4, 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.**

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

Appendix 7.7 Highest Prevalence

26. 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.