



STATE OF TENNESSEE
DEPARTMENT OF FINANCE & ADMINISTRATION, BENEFITS ADMINISTRATION

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

DATE: November 16, 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
	1.	Our team wanted to know if we would have access to the medical and pharma claim history (3) years of the participants in the program	Yes.
	2.	Will the State be incentivizing type 2 diabetes reversal/remission? If so, please explain incentives.	That has yet to be determined.
	3.	Because we are not engaged in the practice of medicine, to the extent the diabetes remission program requires professional clinical activity, we would contract with a third-party entity to provide those professional services and would ask that the contract with the state acknowledge the agreement with the third-party licensed provider of professional clinical services.	The State does not agree. The State does require the Contractor to disclose and receive prior approval from the State of any subcontractors used for services under this Contract.
	4.	What is the motivation for re-opening the work?	We conduct a competitive procurement for all our contracts when they are expiring, which is typically every five years. The current contract expires 12/31/23.
	5.	Will it be possible to access and analyze recent claims data for this population as part of the implementation and delivery?	Yes.
	6.	Is there an opportunity for multiple awards, or is Tennessee looking for a single comprehensive vendor?	One single contract with one Contractor, however, we recognize that portions may be subcontracted.
	7.	Are there diverse language needs among the State's employee population? If so, which languages are high-priority?	The State has already answered this question during Round 1 Questions and Comments. Please see the State's response in Amendment Four Question #162.
	8.	Can you share more detail on how incentive programs work today - dollar amount, timing, etc.?	The incentive program is for Active State Plan Members (Head of Contract and Spouse only). Each can earn up to \$250 for a combined total of \$500 per year. The individual activities are listed in an incentive table and our current contractor manages the tracking and reporting. The funds are paid through the employee's paycheck and taxed. The Contractor reports monthly and the funds are added to the end of month paycheck. To see the current incentive table go to:

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE
			https://www.tn.gov/content/dam/tn/finance/fa-benefits/documents/wellness_incentive_table_2022.pdf
	9.	What is your standard software product which supports PKI?	The State of TN does not require any specific Public Key Infrastructure software. However, the State does require using PGP or GPG. Kleopatra or PuttyGen are suggestions, but neither are required. You can use any software to generate the SSH key or encryption normally used.
	10.	Can we get more details about the requirements and software used for exchanging PHI with the State?	Please see new Appendix 7.8. See amendment item #7 below.
	11.	Would the State of TN agree to either remove the Crime insurance policy requirement, or waive the subrogation requirement on the Crime policy?	If the contractor's cyber policy contains coverage for social engineering fraud, then the State would view favorably its removal. The State will not change its position with respect to subrogation.
	12.	Is the State open to adding optional extension years to the contract?	No.
	13.	Can the State provide additional detail on system access requests and how the State would protect against breach and access to other client information in a Multi-Tenant arrangement?	The State will not be requesting access to your system.
RFP Section A.6	14.	Technical Questionnaire (A.6) – Will the State of TN accept our parent company's audited financial statements to satisfy this requirement?	If you are a wholly-owned subsidiary of a parent company that is financially responsible for your company, yes, the State will accept the parent company's audited financials.
RFP 31786-00168 Amendment 4, Question 147., p. 31	15.	The State indicates activities must be "clinically valid". To be clear, is the State seeking a vendor that also provides clinical, healthcare-oriented services in addition to wellness? Further, is the State looking for clinicians that practice medicine who can provide healthcare services, or is the solicitation limited to wellness-related services, such as coaching and supportive services, instead?	Generally, the State is not looking for healthcare services, however, we do recognize that a diabetes remission/reversal program does require clinical oversight.
Attachment 6.3 Cost Proposal	16.	Can Attachment 6.3 Cost Proposal be revised for type 2 diabetes remission/reversal to allow a place to insert initial pricing and then reduced pricing once patients are enrolled in treatment longer than 12 months? (ie first 12 months pricing per engaged patient per month, and months 13 and beyond per engaged patient per month)	The State agrees. See amendment item #7 below.

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE
Attachment 6.3 Cost Proposal	17.	I may have found an error in the pricing exhibit. Please refer to cell CJ. It states 8,200 but I believe it needs to be 82,000 based upon the detail on line 29.	The evaluation factors in the cost proposal are not exact but rather representative enrollment numbers or utilization. The number listed is correct.
Attachment 6.3 Cost Proposal	18.	<p>Attachment 63 Cost Proposal spreadsheet footnote states:</p> <p>"The admin fee is a per employee per month (PEPM) fee. The State will pay for all Heads of Contract for the state plan. As of June 2022, total Heads of Contract is 60,540. The State will pay for 25% of the Heads of Contract for local education, local government, and retirees. As of June 2022, the total Heads of Contract for these plans is 77,701."</p> <p>If the State of TN only pays 25% for local employees, who pays for the other 75%? And please confirm or clarify that while about 220,000 will be using the digital health platform, the state will only pay for about 80,000 (based on the as of June 2022 data)?</p>	The State is agreeing to pay for a percentage of the population for local education and local government and retirees. Those populations have no incentives in place and this is a voluntary program, therefore, we don't foresee a significant percentage of that population engaging in the program (including utilizing the digital health platform) and will pay the PEPM fee as described in the cost proposal.
<i>Pro Forma Contract Section A.2</i>	19.	<p>As defined in Section A.2.a and b. of the Pro Forma Contract RFP Attachment 6.6 of RFP Release 3 on p. 49</p> <p>Are the full-time Account Manager and Account Executive expected to be 100% dedicated to this State program, meaning is this their only responsibility? If not, what is the expectation for minimum % of their time (hours) dedicated to this State program?</p>	A.2. a. and b. indicate those two positions may be designated, not dedicated, meaning it is not their only responsibility. That is at the discretion of the Contractor. They must, however, be employed full-time with the Contractor. The State is not setting an expectation for percent of time spent on our account. Our expectation is that they can fulfill the contract requirements and offer exceptional service to the state.
<i>Pro Forma Contract Section A.10.b.</i>	20.	Regarding section A.10.b of the pro forma, is the State open to alternative methods for collecting validated weight data?	Yes
<i>Pro Forma Contract Section A.13.a & b</i>	21.	Is there an option to use one of the Contractor's numbers which may enable a smoother inbound process?	No.
<i>Pro Forma Contract Section A.13</i>	22.	<p>RFP Attachment – Section C p. 32 of RFP Release 3: Member Services and Section A.13. p. 63-66 of RFP Release 3 Call Center</p> <p>What are the call statistics regarding calls to Member Services by month for the last 12 months (i.e.. how many calls and minutes logged, etc.) and if there is a current third-party call center handling</p>	There is no third-party call center. The State has provided call center statistics in a new appendix. See amendment item #7 below.

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE
		these Member Service calls who are they (we may want to continue using their services)?	
<i>Pro Forma Contract Section A.16.i</i>	23.	Section A.16.i of Attachment A to the RFP, p. 72 Please provide the name(s) and contact information for the Auditor(s) used by the State along with the cost of each audit for the most recent audits of similar situation.	The State currently contracts with Aon Consulting, Inc. for these audit functions based on an hourly rate. This is a new contract requirement and these audits have not been performed for the incumbent vendor. Therefore, we cannot provide you a projected cost for each audit.
<i>Pro Forma Contract Section A.16.t</i>	24.	Regarding Disease Management Accreditation, A.16.t (pg74) in the Pro Forma Contract states the accreditation is due within one year of program start date, which would be 01/01/2025, or another date as approved by the State. In A.23.42 (Pg 89) in the Pro Forma Contract, it states the Accreditation schedule due date is 12/31/2025. Please confirm that the approved due date is 12/31/2025.	See amendment item #3 below.
<i>Pro Forma Contract Section A.20.b</i>	25.	Beyond the support for 834 files mentioned in A.21.e.1, are there any other HIPAA Electronic Transactions and Code Sets that we would be required to support?	The State does not require uploading and processing of other HIPAA Electronic Transactions and Code Sets besides the 834 files in A.21.e.1. However, the Contractor will be responsible for receiving and exchanging data with our other contractors as noted in A.17. Coordination and Collaboration.
<i>Pro Forma Contract Section A.20.f</i>	26.	Our perspective on ownership of member data is that the member owns their PHI data and the State (as an employer) would not have title to it. The State may require us to protect the data as if it was the State's but the member owns their own data. Based on Round 1 responses, it seems the State has a different point of view. Can you confirm the State's position as to who owns member PHI and, if different from above, if this can be discussed later in the process upon award of the contract?	The state is a hybrid entity. Benefits Administration is the covered entity and owns the data. The state as the employer does not. See 45 CFR §§ 164.103 and 164.105(a) and (c) for the hybrid definition.
	27.	Our understanding is that two (2) times per Program Year, a welcome mailer, in accordance with Pro Forma Contract section A.23. will be sent via U.S. postal mail to all of these groups (Head of Contract and Dependent Spouses, all Retirees, all Local Education and all Local Government Members); our understanding is that this would be a total of 164,133. We understand that all of our costs for printing and mailing these two (2) welcome mailers each year will be	The welcome mailer is one time per year, not twice. It is an annual mailer that communicates the program benefits that will have two versions. One version for active state that includes the incentive information and program resources and the other version for local education, local government and retirees that will include the program resources. Your costs should be included as part of the admin fee. The counts can

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE
		included in the Administration Fee. Is this correct?	fluctuate from year to year based on enrollment. The Contractor should plan to send one mailer per household unless two employees live at the same address. For 2022, our current contractor mailed 147,300 annual mailers.
<i>Pro Forma Contract Section B Term</i>	28.	Will the Contractor receive payment from the State during the six-month reporting runoff period?	No, the Contractor will receive payment from the effective 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 runoff period that will occur six additional months after the conclusion of the service period on 12/31/2028.
<i>Pro Forma Contract Section D.7.</i>	29.	<p>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 attached hereto, 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 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>Can the State confirm that the request for an exception as to a List of Subcontractors has been accepted and can accept the partial exception to Tennessee's statement regarding the imposition of additional terms upon said Subcontractors.</p>	The State will not agree to this revision.
<i>Pro Forma Contract Section D.32.</i>	30.	<p>Language needs to be revised from "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." to "Contractor shall provide the COI upon request."</p> <p>Please note that insurance renewals do not always occur 30 days prior to expiration. We can agree to continue to maintain coverage throughout the term of this policy.</p>	This change is not acceptable to the State. The State needs time to review the COI and approve before coverage expires. There needs to be a specific time period set forth in the <i>Pro Forma</i> contract.

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE
<i>Pro Forma Contract Section D.32.</i>	31.	Delete: Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy.	This change is not acceptable. The State must be provided evidence that those individuals conducting work for the State are actually insured either under the contractor's insurance program or with an individual policy maintained by the subcontractor.
<i>Pro Forma Contract Section D.32.d(1).</i>	32.	Change from: "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 " to "Insurance must be maintained and evidence of insurance must be provided for at least three (3) full years from the date of the final Contract payment; and "	This change is not acceptable to the State.
<i>Pro Forma Contract Section D.32.f(2).</i>	33.	Change "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)." To "Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than twenty five thousand dollars (\$25,000)."	This change is not acceptable to the State. The State requires at least \$250,000 in SFE coverage.
<i>Pro Forma Contract Section D.32.</i>	34.	<u>D.32 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' compensation (employer liability) and professional liability (errors and	<p>The State accepted the addition of "and requested by the State" in Round 1 Questions and Comments. Please see the State's response in Amendment Four Question #294.</p> <p>This is not acceptable. Section D.6 speaks for itself with respect to the time period for the curing of breaches;</p> <p>The State changed the word "immediately" to promptly in Round 1 Questions and Comments. Please see the State's response in Amendment Four Question #294.</p> <p>The State removed "acceptable to the State" in Round 1 Questions and Comments. Please see the State's response in Amendment Four Question #294.</p>

RFP SECTION	QUESTION / COMMENT	STATE RESPONSE
	<p>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 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</p>	<p>The State added the words “Upon request” in RFP Amendment Four and Release Four.</p>

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE
		<p>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 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>Can the State review and accept the partial objection of our remaining revisions to this Insurance provision? We understand the State accepts our request that a COI is to be delivered upon request of the State.</p>	<p>The deletion of the standard contract language is not acceptable.</p> <p>The deletion of the standard contract language is not acceptable.</p> <p>The deletion of the standard contract language is not acceptable.</p>
Pro Forma Contract	35.	D.37 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	The addition of this language is not acceptable.

RFP SECTION	QUESTION / COMMENT	STATE RESPONSE
Section D.37.	<p>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” 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. 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> <p>For clarity, can the State insert this provision and suggest that the State’s proposed language in E.8. of Amendment Four does not address the ownership, access or licensing requirements necessary for Contractor to provide Services</p>	

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE
<p>Pro Forma Contract Section E.5.</p>	<p>36.</p>	<p>E.5-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 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. 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> <p>Can the State delete the Liquidated Damages provision throughout the Pro Forma contract also reflected in D.18 Limitation of Contractor Liability and Contract Attachment B.</p>	<p>The State declines to remove Contract Section E.5.</p>
<p>Pro Forma Contract Section E.6.</p>	<p>37.</p>	<p>ProForma Contract section E.6, request to change to allow for two business days to notify of breaches of PII or PHI. The concern is if an issue comes up on a</p>	<p>The State agrees with this revision. See amendment item #4 below.</p>

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE
		holiday or weekend the 24-hour timeframe may not be possible.	
<i>Pro Forma Contract Section E.7.e.</i>	38.	Can a HITRUST assessment be used in place of a SOC 2 Type II audit?	The State has already answered this question during Round 1 Questions and Comments. Please see the State's response in RFP Amendment Four Question #313.
<i>Pro Forma Contract Section E.8.</i>	39.	To Section E.8, we would propose the following language at the end of that section: "Notwithstanding the foregoing, any intellectual property rights held by a party as of the effective date of this Contract will remain vested in such party. No right to such pre-existing intellectual property rights is granted to the other party except as expressly granted in this Contract."	The State does not accept this revision.
<i>Pro Forma Contract Attachment B</i>	40.	Pro Forma Contract, Attachment B, Liquidated Damages section does not include a cap on the amount of liquidated damages each Program Year. As the State's current contract includes a 20% cap of liquidated damages based upon the Annual Administration Fees each Program Year, is the State willing to accept a redline change to maintain that level? - S&L	The State declines to make this revision. The State has added the service level agreement scorecard (SLA) to this contract and reduced the number of Liquidated Damages.
<i>Pro Forma Contract Attachment B</i>	41.	Based upon Member's answers to the Health Assessment, Contractor shall notify the Member which coaching program they are eligible for; in addition, if we receive medical claims files the Contractor will notify the Member which disease management program the Member is eligible for. How does the State measure PG #4, Program Eligibility and whether or not the Member has been appropriately notified of their eligibility?	The State has removed the reference to A.7.a.(2) for PG #4 and has added Appendix 7.10. See amendment item #7 below.
<i>Pro Forma Contract Attachment C</i>	42.	For Chronic Condition Management KPI's 2, 4, and 5, may the members meeting the diagnoses who are over 75 years of age be included in the metric? This would be more inclusive and conservative, given those over 75 are more likely to struggle with advanced disease. It would also align with the eligibility grid approved by the insurance committee on page 2 of 133 in the RFP.	The State agrees with this revision and has updated the age bands for all of the Chronic Condition KPI's. See amendment item #5 below.
<i>Pro Forma Attachment E</i>	43.	BAA Attachment E section 2.6 regarding 48-hour turnaround. Will the State consider changing this to "2 business	The State agrees. Please see amendment item #6 below.

RFP SECTION	QUESTION / COMMENT	STATE RESPONSE
	days". The concern is if an issue comes up on a holiday or weekend the 48-hour timeframe may not be possible.	

3. Delete Pro Form Contract section A.23 #42 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

42.	Accreditation Schedule (if not accredited)	A.16.t.	January 1, 2025
-----	--	---------	-----------------

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

E.6. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information 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 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 to Contractor and in accordance with this Contract, 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 under this Contract and shall destroy all records of such PII.

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 attention. Any such report shall be made by the Contractor within **two (2) Business Days** after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. 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.

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

Chronic Condition Management Program Performance Table B				
KPI		Description	Performance Requirement	Rating Scale
1.	Kidney Health evaluation for members with diabetes ¹	Percentage of members aged 18+ years with a diagnosis of diabetes (type 1 and type 2) who received a kidney health evaluation defined by an estimated glomerular filtration rate (eGFR) AND a urine albumin-creatinine ratio (uACR).	Maintain or improve from the prior year's baseline.	Met
				Not Met
2.	Hemoglobin A1c control for members with diabetes ¹	Percentage of members aged 18+years with a diagnosis of diabetes (type 1 and type 2) who had at least one non-zero HbA1c lab result record during the measurement year and the most recent result value was less than eight percent (8%).	Maintain or improve from the prior year's baseline	Met
				Not Met
3.	Diabetes BP control <140/90 ¹	Percentage of members aged 18+years with a diagnosis of diabetes (type 1 and type 2) who had a blood pressure during the measurement year and the most recent result value was less than <140/90.	Maintain or improve from the prior year's baseline	Met
				Not Met
4.	Controlling High Blood Pressure <140/90 ¹	Percentage of members aged 18+years who had a diagnosis of hypertension (HTN) and whose blood pressure (BP) was adequately controlled (<140/90 mm Hg) during the measurement year. Note: BP reading must be the latest performed within the measurement year.	Maintain or improve from the prior year's baseline	Met
				Not Met
5.	Medication Adherence for hypertension ¹	Percentage of members aged 18+years with a prescription for hypertension (HTN) medications who fill their prescription often enough to cover 80% or more of the time they are supposed to be taking their prescribed drug therapy for Renin-angiotensin system (RAS) antagonists:	Maintain or improve from the prior year's baseline	Met

	<ul style="list-style-type: none"> • Angiotensin converting enzyme (ACE) inhibitors • Angiotensin II receptor blockers (ARBs) • Direct renin inhibitors 	Not Met
--	--	---------

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

6. Delete Pro Form Contract Attachment E, Section 2.6 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

2.6 Business Associate shall require its employees, agents, and subcontractors to promptly (up to **two Business Days**) report, to Business Associate, 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.

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

Appendix 7.8. Edison Interfaces Technical Quick Start Guide v15 **NEW**

Appendix 7.9. 12-month Call Center Statistics **NEW**

Appendix 7.10. Program Eligibility **NEW**

RFP 31786-00168 Attachment 6.3 Cost Proposal **REVISED**

8. Delete RFP # 31786-00168, Release #4, in its entirety, and replace it with RFP # 31786-00168, Release #5. Revisions of the original RFP document are emphasized within the new release. Any sentence or paragraph containing revised or new text is highlighted.

9. 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.