



STATE OF TENNESSEE  
DEPARTMENT OF FINANCE & ADMINISTRATION, BENEFITS ADMINISTRATION

**REQUEST FOR PROPOSALS #31786-00169  
AMENDMENT #ONE  
FOR DECISION SUPPORT TOOL**

DATE: August 26, 2022

RFP #31786-00169 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		July 20, 2022
2. Disability Accommodation Request Deadline	2:00 p.m.	July 26, 2022
3. Pre-response Conference	11:30 a.m.	July 27, 2022
4. Notice of Intent to Respond Deadline	2:00 p.m.	July 28, 2022
5. Written "Questions & Comments" Deadline	2:00 p.m.	August 3, 2022
6. State Response to Written "Questions & Comments"		August 26, 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.	September 2, 2022
8. State Response to Written "Questions & Comments" ROUND 2		September 21, 2022
9. Response Deadline	2:00 p.m.	September 30, 2022
10. State Completion of Technical Response Evaluations		October 24, 2022
11. State Schedules Respondent Oral Presentation		October 26-28, 2022
12. Respondent Oral Presentation	9 a.m. - 3:30 p.m.	November 15-18, 2022
13. State Opening & Scoring of Cost Proposals	2:00 p.m.	November 21, 2022

14. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	December 9, 2022
15. End of Open File Period		December 19, 2022
16. State sends contract to Contractor for signature		December 20, 2022
17. Contractor Signature Deadline	2:00 p.m.	January 3, 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. Is the incumbent allowed to submit a proposal?	Yes.
	2. What is happening to the current data warehouse that is currently in use?	The current contractor is required to transfer all data to the new contractor. Please refer to <i>Pro Forma</i> Contract Section A.6 and A.7. The format will be agreed to by both contractors and the State.
	3. Will the new vendor be expected to use any of the components of the existing Data Warehouse or provide a “clean room” development?	The required functionality is listed in the RFP. Each contract is independent and is implemented as such.
	4. What is the total budget for the project?	The maximum liability for this contract is determined by the cost proposal.
	5. Will the State share an expected budget or budgetary range?	See the answer to Question #4 above.
	6. What vendors have indicated they intend to submit a response proposal?	This information is considered private and confidential until the RFP open file period. See RFP 4.8.2. and 4.8.3.
	7. Have any vendors bidding on this project been involved with writing the RFP requirements?	No potential respondents have been involved in writing the RFP.
	8. Is there a preferred vendor for this project?	No. This is a competitive procurement that is open for any qualified respondent.
	9. Several questions in the technical qualifications section (Section C) refer to the pro forma contract and specify bullet points from that contract. However, not ALL bullet points are addressed within the evaluation form in Section C.	The RFP condensed bullets from the contract. It would be expected that the responses would cover all items in the <i>Pro Forma</i> contract. The State has clarified the language in the RFP. See amendment item #4 below.

RFP SECTION	QUESTION / COMMENT	STATE RESPONSE
	Should the contractor include responses to ALL bullet points from the pro forma contract section or only respond to the specific bullet points listed in the question? For example, Question C.15 lists 11 bullet points from Section A.12.c of the pro forma contract, however the actual contract has a total of 29 bullet points.	
	10. Are all medical claims through BCBSTN sent through a single file source? If not, how many different feeds does BCBSTN send?	Each vendor is required to send a data feed file monthly. However, there can be instances where more than one data feed file is necessary. The data feed file(s) is agreed to by the Contractor, Vendor/TPA, and the State.
	11. Are all medical claims through Cigna sent through a single file source? If not, how many different feeds does Cigna send?	See the answer to Question #10 above.
	12. Is the data for the dental, vision, life, and disability benefits expected to be included in the DSS? Are any of them fully-insured?	Please refer to <i>Pro Forma</i> contract A.12. and RFP 1.1. and RFP 1.1.1. These products are fully insured.
1.1.1.	13. Will the population increase to over 350,000 lives?	The Local Education and Local Government Plans are open to all eligible agencies. The population could increase to over 350,000 depending on whether new agencies come onto the Plan in the future.
3.1.1.2 RFP	14. Does the 12-point font include adjusting the tables from the RFP for Section A through C from a 9-point Arial font to a 12 point or should vendors leave as is and just adjust responses to a 12-point font.	Tables can be kept as is. The 12-point font requirement applies to written responses to the questions asked in the RFP.
3.2.4 RFP	15. Could the State clarify what is to be sent to the Points of Contact after an online submission has occurred?	There is no requirement to send anything to the solicitation coordinators after an online submission. Before the RFP deadline, solicitation coordinators are happy to confirm receipt of the files uploaded through the digital submission portal.
3.3.4 RFP	16. If vendors are submitting their response through the Digital Media Submission online site, does the State want vendors to submit the Cost Proposal in a separate Digital Media	Use the same link and password but submit your cost proposal in a separate file that is labeled according to the RFP requirements.

RFP SECTION	QUESTION / COMMENT	STATE RESPONSE
	Submission online submission or in the same online submission as the technical proposal?	
	17. The digital submission link provided in the instructions does not appear to provide partitioning or other protections for different bidders' materials. Please confirm that technical and cost responses uploaded to this space will be visible only to the State, and not to other bidders. Is there a separate account/password process we should follow?	Confirmed. Only the State will be able to see any files uploaded.
	18. Could the State confirm that vendors can submit their responses through the Digital Media Submission online site and not through hard copies or USB submittal?	Confirmed.
3.2.2.1	19. To confirm, we can submit the RFP responses either by email or submit flash drive. Would you like to have both? or either/ or?	Respondents may submit via email, digital submission, or physical delivery.
3.2.3.1	20. This makes it seem like the respondent must submit a physical package - electronic is acceptable, correct?	Yes, electronic via email or digital submission is acceptable.
	21. With regard to submission of RFP responses, can you confirm that a hard copy of the response is not necessary?	If the respondent submits a response via email or digital submission, a hard copy is not necessary.
	22. With regard to submission of RFP responses, can you confirm that using the portal alone, is sufficient?	Confirmed.
	23. With regard to submission of RFP responses, can you confirm that a USB copy of the response is not required if using the provided portal?	Confirmed.
RFP 4.8.1	24. Would the State allow vendors to mark sections that are confidential as such? If so, would the State allow vendors to submit a redacted copy of their response?	No, this procurement is subject to public records laws. The State will require any confidential marks or redactions to be removed during our review of responses.

RFP SECTION	QUESTION / COMMENT	STATE RESPONSE
	25. If documents are labeled "Confidential", will they be protected from public record?	See answer to Question #24 above.
	26. As it pertains to the mandatory requirements, is it sufficient to provide a written statement directly in the proposal response itself or does the State require a separate signed statement for each item (i.e., A.2., A.3.)?	Yes, is it sufficient to answer within the proposal document.
	27. Please confirm that the RFP response we are submitting by September 30 may include proposed redlines to the Pro Forma Contract and the Business Associate Agreement. If not, please clarify the process for providing redlines or clarifying questions regarding the contract.	All redlines should be submitted during the Question and Comments portion of the RFP Schedule of Events.  The State will not accept redlines as part of the technical response.
A.6.	28. If an independent audited financial statement is considered confidential to the vendor company, could vendors provide a separate submission with a cover letter marking it "Confidential" and directing the State to destroy after evaluation so it would not be included in any FOIA request?  If not, what are vendors' options for delivering a confidential independent audited financial statement?	No, the State is unable to accept any documents marked confidential. The State is unable to destroy any portion of a response as it is subject to open records laws.  RFP A.6. includes an option for respondents to provide a financial institution's letter of commitment for a general Line of Credit in lieu of submitting audited financial statements.
A.6	29. Will our audited financials be open for public view or will they remain private?	See the answer to Questions #24 and 28 above.
A.6	30. If an increase to a line of credit needs to be made to be at 2 million, does that have to be done at time of submission or execution of contract, etc?	Yes, at the time of the submission of the technical response.
A.6	31. Does the line of credit have to be dedicated to the State?	The line of credit does not have to be dedicated strictly to the State. The type of line of credit described in RFP Section A.6. is the kind that

RFP SECTION	QUESTION / COMMENT	STATE RESPONSE
		would be available to the contractor for use in its business activities.
A.8. and A.11.	32. Who needs to sign the written statement requested on section A.8 and A.11?	The statement can be included in our technical response or if you prefer a letter included in your response, it would need to be signed by someone with legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Respondent (if an individual) or the Respondent's company President or Chief Executive Officer, this document must attach evidence showing the individual's authority to bind the Respondent.
A.10.	33. May a reference we are supplying also serve as a contact in response to Mandatory Requirement A.10. If we can submit the same references, do you still require a list in response to A.10?	Yes.
A.10.	34. In an effort to allow for the most respondents to bid, can bidders submit references that would arrange conversations so a Value Added Reseller (VAR) with a national employer platform could be considered?	Per the <i>Pro Forma</i> contract, the Contractor is a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company." The Contractor must be able to fulfill all the requirements as written in the pro forma contract. The State does allow for subcontractors to be utilized as well.
B.13. and C.32.	35. Does the state require the official resume that was presented during the hiring process for their current position or will a brief summary including the listed details be sufficient? With these resumes submissions, should they be included in the RFP answer or as an appendix?	The State would prefer most up to date resumes. Those can be included in the response as part of answering B.13. or included as an appendix. If an appendix, please reference it in your response to question B.13.
B.13.	36. Will Biographies be sufficient for this requirement?	No, the requirement is for resumes.
B.15 (b)	37. Is the state requesting that we review each of our clients and determine whether or not they are a diverse company or is this referring to the companies that supply contracting services to the Respondent?	Please provide a few examples (1-4) of subcontracting or partnering on any contracts with small or diverse businesses. Indicate the contract description, value, diversity business/contact information during round 2 of the RFP Q&A.
B.16.	38. Does information need to be provided if our parent company, or another subsidiary of the parent	While Section B.16. is asking for information regarding the respondent bidding on this procurement, the State would also encourage

RFP SECTION	QUESTION / COMMENT	STATE RESPONSE
	company, have a contract with the State of Tennessee?	respondents to submit information about a parent company and/or a subsidiary of the respondent.
C.6.	39. Has IBM agreed to send 10 years of data to the new vendor? What format will that be in?	Please refer to pro forma contract section A.6 and A.7. The format will be agreed to by both contractors and the State.
C.41.	40. Is there a list of required public data available that is expected in the DSS tool outside of transparency data from the CAA Act 2021?	The State expects to have the ability to compare state data to benchmark data of similar entities as well as national/all entities data available to the Contractor. The State expects to have the ability to pull statistical/quality measures based on nationally accepted standards.
RFP Section D	41. Section D: for the evaluation form for the oral presentation – will these questions all be a part of the final presentation for selected vendors or should a response to these questions be submitted with the written response to this RFP?	RFP Section D is to provide potential respondents with what the State expects the respondent to present on during the oral presentations.  If the respondent submits a written answer as part of the technical response, it cannot deviate from the information provided during the oral presentation. See RFP Section 5.2.1.5.
RFP D.5.	42. Demonstrate and discuss “script writing ability” - please elaborate what is meant by script writing.	Reporting outside of normal ad hoc reporting capabilities. For example, the ability to write program “script” or coding language that is a series of algorithm steps for a purpose such as duplicate payment tracing.
	43. Does the vendor’s Fraud & Abuse Reporting Capabilities also include auditing or medical review post-payment activities?	No. See <i>Pro Forma</i> Contract Sections A.11., A.12., E.9.c., and E.9.e.
	44. With respect to fraud and abuse, what measures do you currently use?	Fraud, Waste, and Abuse examples, including but not limited to, the ability to monitor/review duplicity or plan exclusions in claims.
	45. Are there any areas of interest regarding fraud and abuse?	See the answer to Question #44 above.
A.2.r.	46. Our typical language is 90 days from the receipt of data. We are unable to control if third party vendors are able to provide good data to use in production in a timely manner.  Go-Live Date (“Go-Live”): <b>The later of 90 days from the receipt of production ready data and/or January 1, 2024</b>	The State will not agree to this revision. The contract go-live date must be January 1, 2024 as the current contract terms on December 31, 2023.
A.5.a.	47. Requirement A.5 states that “The Contractor shall work with the State, wellness	The data load file for each vendor delivering data to the DSS will be agreed to by the contractor, vendor, and State prior to go live. The data load

RFP SECTION	QUESTION / COMMENT	STATE RESPONSE
	contractor(s), voluntary benefit contractor(s) and TPAs to provide the necessary data based on Claims Data monthly. In addition to Claims Data, the data shall include lab results, other information derived from wellness exams, and the State's contractors no later than the 15 <sup>th</sup> of the following month." Please clarify exactly what the State expects to be completed by the 15th of the following month.	file from each vendor will be delivered to the DSS by the 15 <sup>th</sup> of the following month.
A.5.b.	48. Can you please clarify the following: in the pro forma contract section A.5.b. it states that claims data will be loaded "in the Contractor's format from each of the State's TPA's" and then later "Contractor shall accept, monthly, up to a maximum of thirty (30) individual Claims Data format conversions" - will TPAs be required to comply with the Contractor's required file layout when submitting files?	See the answer to Question #47 above.
A.6.a.	49. For the 10 additional years of historical data (available upon request within 10 days): will the state want the data integrated with the existing five years of data readily available within the reporting solution or provided in a separate instance?	Total of 10 years with 5 years being readily accessible at all times. Should the State request the historical data, it would be expected to be accessed in the same manner as the current 5 years data.
A.8.1.	50. Would the Department accept DSS and EIS services delivered to one or more State Medicaid Agencies?	The services required are detailed in the RFP and <i>Pro Forma</i> contract.
A.8.1.	51. Would the Department accept DSS and EIS services delivered to one or more commercial health plans?	See the answer to Question #50 above.
A.12.a.1.	52. How much data (TBs) constitutes "Allow on-line access to a minimum of five (5) complete calendar years of Paid Claims Data and sixty	The State does not know the actual digital size of the data.



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	(60) months of complete Incurred Claims Data.”?	
A.12.a.2.	53. Does the state have a preference on reporting tools? Is the Vendor to provide the cost of the reporting tool? “Allow users full independent drill down query and analysis capabilities of the DSS, with the ability to generate user-developed reports as well as use Contractor's predeveloped or pre-packaged reports for use as is or as templates for alteration”	Other than the services required which are detailed in the RFP and <i>Pro Forma</i> contract, the State doesn't have a preference on reporting tools. The reporting tool should be factored into the Respondent's bid of the General Fee in the cost proposal. As a reminder, all services under this contract are to be taken into account when entering cost into the cost proposal.
A.12.a.3.	54. Can you provide an example of what types of data you are referring to in the requirement “allow straightforward ...importing of data in multiple format types”? And clarify who (type of user) would need to import data and frequency of when data imports might be necessary?	The State provides the eligibility file for import. The State expects to have the ability to export data in a format compatible to Microsoft Excel, Microsoft Access, and/or direct print from report generated from DSS predefined/available reports.
A.12.a.5	55. Is the state looking to access the data in other DBs and the DSS in a single query? If not please provide more details around this capability “Allow data matches against other databases, including but not limited to State databases”.	The State expects to have the ability to compare state data to benchmark data of similar entities as well as national/all entities data available to the contractor. The State expects to have the ability to pull statistical/quality measures based on nationally accepted standards.
A.12.a.5.	56. Can you clarify the intent of this question: Is the question if other databases can be merged/integrated into the DSS on an adhoc basis or as part of a support model?	See the answer to Question #55 above.
A.12.a.5.	57. States “Allow data matches against other databases, including but not limited to State databases.” Are there specific data elements that the state would like to match with other databases?	See the answer to Question #55 above.
A.12.b.6,7	58. Please provide an explanation/example of what “cross-links” is referring to? Is this drilldown links or something else?	The State expects the DSS to connect all elements of a claim to a member's information provided by the eligibility file provided by the State.

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A.12.b.9.	59. Does the State of TN provide an EMPI or are they expecting [REDACTED] to have an EMPI process to join all said data providers?	See the answer to Question #58 above.
A.12.c, 15, 16	60. Can you clarify if by “established ID” the state means an EMPI?	See the answer to Question #58 above.
A.12.f.9.	61. Will duplicate claims be sent to [REDACTED]? Will both paid and denied claims be sent to [REDACTED] or just paid?	The Contractor, vendor, and State will agree on a data load file which will be loaded monthly. The reporting capabilities will allow determination of duplicity.
A.13.n.	62. Please provide details around how “referral” information will be provided.	Please refer to RFP 1.1.1. The data load file for each vendor delivering data to the DSS will be agreed to by the contractor, vendor, and State prior to go live.
A.13.q.	63. Quality reports of the data provided by the TPA’s, do these reports get produced and leveraged by someone at the State or are they to be shared with the TPA directly?	Please refer to <i>Pro Forma</i> Contract Section A.13.q. which is used by the State.
A.15.i. and Contract Attachment B, Item 7	<p>64. Due to the current market environment, 90 days is most realistic. But in the interim, the State will receive commensurate support during any applicable hiring process.</p> <p>If any key position becomes vacant, the Contractor shall provide a replacement with commensurate experience and required professional credentials within <b>ninety (90)</b> days of the vacancy unless the State grants an exception to this requirement In Writing.</p> <p>In the event any key Contractor position related to this contract becomes vacant, the Contractor shall provide a replacement with commensurate experience within <b>ninety (90)</b> days of the vacancy, per Contract Section A.15.i.</p>	The State does not agree with this revision .
C.3 (b).	65. If the award given in December 2022 and the contract/implementation begins in February 2023,	See footnote 2 in the Cost Proposal – the one-time fee will be paid once implementation is complete and accepted by the State. <i>Per Pro Forma</i>

RFP SECTION	QUESTION / COMMENT	STATE RESPONSE
	when would the implementation fee be payable?	contract, the contract effective date is February 1, 2023 and Go-Live for services is January 1, 2024.
C.3 (c).	66. When would monthly billing begin?	The billing for the General Fee would begin for services rendered in January 2024.
D.5.	<p>67. Typically [REDACTED] customers will waive the term for convenience language. If it is required, we asked for 120 days notice. This length of time will allow for a smoother transition for the state if that becomes necessary.</p> <p>The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least <b>thirty (30) days</b> written notice before the termination date.</p>	The State does not agree to this revision.
D.20.1.	68. What is definition of "aggregated blinded data"?	Aggregated blinded data means aggregated data that does not contain information sufficient to identify.
D.35.	<p>69. If insurance levels are substantially similar is the state willing to work together on using alternate language?</p> <p>Also, please help us understand the State's concerns regarding boycotts so we can better address those concerns</p>	<p>No, any proposed language the State is to consider needs to be submitted during RFP Q&amp;A. Proposed language could be submitted during Round 2 of RFP Q&amp;A.</p> <p>This is a new State law and must be included in all State contracts. See the following link:  <a href="https://wapp.capitol.tn.gov/apps/BillInfo/Default.aspx?BillNumber=HB2050&amp;ga=112">https://wapp.capitol.tn.gov/apps/BillInfo/Default.aspx?BillNumber=HB2050&amp;ga=112</a></p>
E.8.	<p>70. [REDACTED] treats PII as PHI, also noted in the BAA.</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 attention. Any such report shall be made by the Contractor within <b>seventy-two (72) hours</b> after the Unauthorized Disclosure has come to the attention of the Contractor.</p>	The State does not agree to this revision.

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E.9.a.3.	71. Will state provide at least 30 days notice of such testing?	Generally, 30-days' notice by the State should be sufficient unless contractually we may need to have some flexibility for certain scenarios.
E.9.b (1)	72. E.9.b (1) of the contract refers to the State's Enterprise Information Security Policies. Page 25 of that document refers to "revoking" and ID after 5 consecutive failed attempts to log in. Will it suffice to lock the account for 30 minutes.	The State would lock or deny access in this situation.
E.9.b (1)	73. E.9.b (1) of the contract refers to the State's Enterprise Information Security Policies. Page 44 notes that "BIAs should be performed within every 365 days". We are reviewed every two years or if the environment undergoes a major change. Will this suffice?	Yes.
E.9.d.2.	74. Can DR test be performed using other "data sets" similar to those used by state?	Yes.
E.9.e.	75. Will state accept HITRUST and SOC 2 type 2 + HIPAA with Security/Availability trust principles?	Yes.
E.9.e.	76. [REDACTED] currently utilizes a third party auditing firm for the annual SOC II audit. With a signed NDA we can share that audit with the State. Will this suffice for this section or will another audit be required?	The State will not sign an NDA.
Contract Attachment B Item 5	77. It reads "All data shall be available for State use of Ds no later than thirty (30) days from the receipt of the Contractor monthly updates, as described in Contract Section A.4.c." Should that be "TPA" instead of "Contractor"? Also, please clarify which section this relates to as A.4.c. relates to submission upon request of eligibility data for State matching/reconciliation.	The State has corrected the contract reference.  See amendment item #9 below.

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Contract Attachment B, Item 8 and 9	78. Please explain how the assessment for liquidated damages based on “previous experience BA has had in responding to similar incidents” would be determined?	Please refer to Contract Attachment B, Items 8 and 9 on the Assessment Row. The amount of assessment per incident and methodology for determining this amount is listed.
Contract Attachment B, Item 3	79. [REDACTED] can agree to loading data correctly as long as the data received is correct.  All data required for implementation as described in Contract Section A.4., shall be loaded correctly, <b>assuming the data from the vendor is correct, clean, and accurate.</b>	The State does not agree to this revision. The State has modified the language.  See amendment item #8 below.
Contract Attachment D	80. Attachment D of the Contract, Item 2, Customer Service Response notes a 24-hour turnaround. Does this include weekends and holidays or just business days.	Business Days.  The State has modified the language accordingly. See amendment item #8 below.
Contract Attachment E, HIPAA BAA	81. It is stated that the Contractor will have a BAA with the State of TN in place as part of this partnership. Does the State have a BAA with all additional vendors who are providing data into this aggregation of data or will the contractor need to do a BAA with each of them individually?	The State has executed BAAs with all applicable contractors.
Contract Attachment E, HIPAA BAA, Section 2.6.	82. We contract with vendors on a book of business basis and we cannot revise those agreements in accordance with customer directives. Most reflect a 5 day notice provision. However, we cannot make that contractual commitment.  Business Associate shall require its employees, agents, and subcontractors to promptly <b>(up to 48 hours)</b> report, to Business Associate, <b>immediately</b> promptly upon becoming aware of any use or disclosure of PHI in violation of this Agreement. Business	The State does not agree to this revision.

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	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.	
Contract Attachment E, HIPAA BAA, Section 2.7.1.	83. We can agree to provide notice of actual breaches only.  Business Associate shall provide to Covered Entity notice of an <b>Potential or</b> Actual Breach of Unsecured PHI promptly upon becoming aware of the Breach.	The State does not agree to this revision.
Contract Attachment E, HIPAA BAA, Section 2.7.2.	84. Is there a word missing?  Business Associate shall cooperate with Covered Entity <b>in timely providing</b> the appropriate and necessary information to Covered Entity.	Yes. The State has modified the language.  See amendment item #11 below.
Contract Attachment E, HIPAA BAA, Section 2.8.	85. We fulfill requests to access PHI by responding directly to the Individual.  If Business Associate receives PHI from Covered Entity in a Designated Record Set, Business Associate shall provide access, at the request of Covered Entity <b>or Individual</b> , to PHI in a Designated Record Set to <del>Covered Entity</del> <b>Individual</b> , in order to meet the requirements under 45 CFR § 164.524, provided that Business Associate shall have at least 30 Business Days from Covered Entity notice to provide access to, or deliver such information.	The State does not agree to this revision.
Contract Attachment E, HIPAA BAA, Section 2.9.	86. [REDACTED] fulfills requests or amendment to PHI by responding directly to the Individual. We generally cannot agree to a timeframe of less than 45 days – as we may need to reach out to other sources.	The State does not agree to this revision.

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	<p>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 <b>or Individual</b> directs or agrees to pursuant to the 45 CFR § 164.526 at the request of Covered Entity or an Individual, <b>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 30 Business Days from Covered Entity notice to make an amendment.</b></p>	
<p>Contract Attachment E, HIPAA BAA, Section 2.15.</p>	<p>87. We fulfill requests for access to PHI directly to the Individual.</p> <p>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 <del>and notify the Covered Entity of such action.</del> If Business Associate receives a request for PHI in the possession of the Covered Entity, <del>or receives a request to exercise other individual rights as set forth in the Privacy Rule,</del> 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>The State does not agree to this revision.</p>
<p>Contract Attachment E, HIPAA BAA, Section 3.4</p>	<p>88. We contract with vendors on a book of business basis and cannot revise those agreements in accordance with customer directives. Most reflect a 5 day notice provision. However, we cannot make that contractual commitment.</p> <p>Business Associate shall require its employees, agents, and subcontractors to report to Business</p>	<p>The State does not agree to this revision.</p>

RFP SECTION	QUESTION / COMMENT	STATE RESPONSE
	Associate <del>within five (5) Business Days</del> promptly, any Security Incident (as that term is defined in 45 CFR § 164.304) of which it becomes aware.	
Contract Attachment E, HIPAA BAA, Section 3.4	89. We cannot agree to any timeframe less than 72 hours.  Business Associate shall promptly (up to <del>48</del> 72 hours) report any Security Incident of which it becomes aware to Covered Entity.	The State does not agree to this revision.
Contract Attachment E, HIPAA BAA, Section 3.4	90. Clarifying that we will only report incidents impacting you're the State's data.  Business Associate shall promptly (up to 48 hours) report any Security Incident, <b>impacting Covered Entity's PHI</b> , of which it becomes aware to Covered Entity.	Yes, only the State's data. The information that is covered by BAA is defined in first section.  The State does not agree to this revision. The additional language is not necessary.
Contract Attachment E, HIPAA BAA, Section 4	91. Addition of new section - Please note that de-identified data is blinded with respect to the plan sponsor and member and will be used for purposes to benefit Plan Participants.  <b>4.9. The provisions of this Business Associate Agreement notwithstanding, Business Associate is permitted to de-identify PHI, provided that it does so in accordance with HIPAA de-identification rules. De-identified information does not constitute PHI, and may be used and disclosed by Business Associate for its own purposes, including, without limitation, for purposes of developing comparative databases, performing statistical analysis and research, and improving the quality of</b>	The State does not agree to this revision.  The business associate agreement covered Protected Health Information only. De-identified information is not covered under the agreement. This may be appropriate language in contract but not in the BAA.



RFP SECTION	QUESTION / COMMENT	STATE RESPONSE
	<b>Business Associate's products and services.</b>	
Contract Attachment E, HIPAA BAA, Section 7.3.2	<p>92. We know in advance that we cannot return or destroy data. Therefore, such determination cannot be subject to mutual agreement.</p> <p>In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction unfeasible. <del>Upon mutual agreement of the Parties that return or destruction of PHI is unfeasible,</del> Business Associate shall extend the protections of this Memorandum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction unfeasible, for so long as Business Associate maintains such PHI.</p>	<p>The State doesn't agree with this revision, but has modified the language.</p> <p>See amendment item #12 below.</p>

3. Delete RFP # 31786-00169, in its entirety, and replace it with RFP # 31786-00169, Release # 2, attached to this amendment. Revisions of the original RFP document are emphasized within the new release. **Any sentence or paragraph containing revised or new text is highlighted.**

4. Delete RFP section C.15 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

	<b>C.15.</b>	<p>Describe in detail how the Respondent's DSS System will meet the requirements in <b>pro forma Contract Section A.12.c</b> surrounding the ability to compare, contrast, and evaluate all plan participants, specifically by the ability to:</p> <ol style="list-style-type: none"> <li>(1) Accept budget codes, Agency Codes and Department ID codes, along with their respective descriptions from the State;</li> <li>(2) Establish an ID unique to each plan individual and dependents that would remain the same for the plan member as long as they are enrolled in the state sponsored plan;</li> <li>(3) Show the cost and use performance of specified physicians and hospitals;</li> <li>(4) Differentiate the use of in-network and out-of-network services by members;</li> <li>(5) Show specific provider networks within multi-network programs;</li> </ol>			
			10		

		<p>(6) Be able to identify program participants (not the person, per se) and review their specific claims cost and utilization pre and post disease management program enrollment so that the State is able to link claims cost and utilization with member who participate in DM programs;</p> <p>(7) Provide information regarding drug claims including, front end deductibles, ingredient costs, dispensing fees, co-payments and discounts off average wholesale price (AWP);</p> <p>(8) Break ambulatory facility services into ASC/APC and/or APG Codes/payment groups;</p> <p>(9) Create regional and national norms and have the capability for automatic (online) case-mix, age-sex and severity adjustments to ensure accuracy of analysis;</p> <p>(10) Enable use of benchmarking against comparable standards;</p> <p>(11) Include cost utilization by disease, demographic or other clinical designations.</p> <p>Note: This is not the full list of items listed in the Pro Forma Contract. The Respondent should review the contract language and respond in full.</p>			
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**5. Delete Pro Forma Contract A.12.a in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**

a. DSS User Availability

- (1) Allow on-line access to a minimum of five (5) complete calendar years of Paid Claims Data and sixty (60) months of complete Incurred Claims Data.
- (2) Allow users full independent drill down query and analysis capabilities of the DSS, with the ability to generate user-developed reports as well as use Contractor's pre-developed or pre-packaged reports for use as is or as templates for alteration.
- (3) Allow straightforward exporting and importing of data in multiple format types.
- (4) Allow sub-setting of data on various levels to provide flexibility in analysis and reporting and also include custom subsets that allow for drill-down to state-specific levels of detail outside the Contractor's prepackage software.
- (5) Allow data matches against other databases, including but not limited to State databases.
- (6) Allow the inclusion of custom or State-specific fields and/or categories up to 250 (two hundred fifty) at no additional charge to the State.
- (7) Allow statistical analysis such as sum, frequency distribution, mean, mode, variance, standard deviation, co-efficient of variation, minimum and maximum values, percentile rankings, and other statistical values.
- (8) Allow ad hoc reporting capability with graphic presentation ability (i.e., the ability to take report results and create custom bar, column, pie and other charts).
- (9) Allow the ability to maintain, track, and connect enrollment and claims associated with participants in chronic condition programs, population health programs or other specific programs to medical, pharmacy and mental health data.
- (10) Allow rapid data investigation, transformation, linking, aggregation, and unstructured ad-hoc queries.
- (11) Allow data to be reported on both an Incurred and Paid basis.
- (12) Allow for denied claims to be loaded into DSS for CAA compliance.

**6. Add the following as Pro Forma Contract section A.13.s. and renumber any subsequent sections as necessary:**

**s. Allow for denied claims information by TPA.**

**7. Delete Pro Forma Contract D.20 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**

D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Health Information Technology for Economic and Clinical Health (“HITECH”) Act and any other relevant laws and regulations regarding privacy (collectively the “Privacy Rules”). The obligations set forth in this Section shall survive the termination of this Contract.

- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable requirements in the course of this Contract.
- b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT “protected health information” as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
- d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- e. The Contractor shall not sell Plans Member information or use Member information unless it is aggregated blinded data, which is not identifiable on a Member basis.
- f. The Contractor shall not use Plans Member identified or non-aggregated information for advertising, marketing, promotion or any activity intended to influence sales or market share of any product or service except when permitted by the State, such as advertisements of the Program for enrollment purposes.
- g. 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. 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.

**8. Delete Pro Forma Contract Attachment B, Item 3 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**

<b>3. Initial Data Loading</b>	
Guarantee	All data required for implementation as described in Contract Section A.4., shall be loaded correctly, utilizing the mutually accepted and validated format
Justification	The initial data load must accurately load ten (10) years of Claims Data. The five (5) most current years must be readily accessible upon Go-Live as defined in Contract Section A.2.r.
Assessment	Five thousand dollars (\$5,000) if the standard determined during implementation is not met, not to exceed twenty-five thousand dollars (\$25,000); five thousand dollars (\$5,000) per Business Day thereafter, not to exceed ten (10) Business Days and fifty thousand dollars (\$50,000).
Measurement	Measured, reported, assessed, and paid no later than two (2) months after Go-Live as defined in Contract Section A.2.r.

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

<b>5. Data Availability to State</b>	
Guarantee	All data shall be available for State use of DSS no later than thirty (30) days from the receipt of the Contractor monthly updates, as described in Contract Section A.5.
Justification	Data availability ensures that the State has sufficient time to complete analytics on data information. BA relies on this data for vendor accountability and accuracy. This assessment and amount consider the State's reporting schedule, internal plan and financial inquiries, resolution of potential data issues, as well as audit and legislative inquiries.
Assessment	One thousand dollars (\$1,000) per Business Day, not to exceed five thousand dollars (\$5,000).
Measurement	Measured based on a monthly audit of data receipt. Measured, reported, and assessed monthly; monthly assessments paid quarterly.

10. 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

##### Service Level Agreement Scorecard

Below is the SLA Scorecard and associated KPIs used to measure the Contractor's performance against the desired outcomes. KPIs shall be evaluated, scored, and reconciled via the SLA Scorecard with relevant documentation. Contractor must submit the SLA Scorecard at the frequency listed (e.g. quarterly, annually) documenting the Contractor's outcome for each KPI during that time period. The State will provide the required reporting format during implementation.

Based on the scores, the State will determine, and may assess, any At-Risk Performance Payments. Amounts due will be determined by the achieved score. See Table A below.

It is agreed by the State and the Contractor that any At-Risk Performance Payment 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 fees at risk. If payment is not made by the due date, the At-Risk Performance Payment amount may be withheld from future payments by the State without further notice.

KPI		Description	Performance Requirement	Rating Scale	Points Awarded Based on Rating
<b>Quarterly</b>					
1.	Customer Service Response	All State initiated contact not receiving an immediate response shall be returned via phone call or personal email (not auto generated), within twenty-four (24) hours of Business Days from the initial State contact attempt. Contract Section A.15.e.	Within 24 hours	100% Within 24 hours or less	5
				98%-99.9% Within 24 hours	3
				97%-97.9% Within 24 hours	1
				Less than 96.9% Within 24 hours	0
2.	Monthly Data Load	One hundred percent (100%) of subsequent data (monthly claims & population health data) required for operations, as described in Contract Section A.5.b shall be loaded within fifteen (15) Business Days or receipt of usable data from the claims administrators and population health contractors.	Within 15 days	98% or greater	6
				96.0-97.9%	4
				94.0-95.9%	2
				Less than 94%	0
3.	System User Availability	DSS shall be available to State users ninety-nine percent (99%) of the time between 6:00 a.m. and 7:00 p.m. CT Monday through Saturday, as described in Contract Section A.8.d.	99%	99% or greater	6
				97.0-98.9%	4
				95.0-96.9%	2
				Less than 95%	0
4.	Reporting	The Contractor shall distribute to the State all reports required in Contract Sections A.4. through A.18. and Contract Attachment C within the time frame specified in the Contract.	99%	99% or greater	6
				97.0-98.9%	4
				95.0-96.9%	2
				Less than 95%	0

<b>Total Quarterly Points Available</b>					<b>23</b>
<b>Total Quarterly Points Achieved</b>					<b># TBD</b>
<b>Quarterly Score (Total Quarterly Points Achieved / Total Quarterly Points Available)</b>					<b>% TBD</b>
<b>At-Risk Performance Payment Due</b>					<b>\$TBD</b>
<b>Annual</b>					
5.	Account Management Satisfaction	Achieve a ninety percent (90%) satisfaction or better (defined as “top two-box” satisfaction/ approval using an approved standard 5 pt. survey tool) on a survey completed by the State assessing account management performance including but not limited to timely response to questions and resolution of issues, as described in Contract Section A.11. e.	90%	90% or greater	10
				88%-89.9%	6
				86%-87.9%	2
				Less than 86%	0
<b>Total Annual Points Available</b>					<b>10</b>
<b>Total Annual Points Achieved</b>					<b># TBD</b>
<b>Annual Score (Total Annual Points Achieved / Total Annual Points Available)</b>					<b>% TBD</b>
<b>At-Risk Performance Payment Due</b>					<b>\$TBD</b>
Payment due = At Risk Performance Payment *20% <i>(weighted to account for annual versus quarterly measurement)</i>					

<b>Table A</b>	
<b>Score</b>	<b>At Risk Performance Payment</b>
>=95%	\$0
90.1-94.9%	\$10,000
85-90%	\$20,000
80-84.9%	\$30,000
75-79.9%	\$40,000
74.9% or below	\$50,000

The following per-incident KPIs below are only measured and assessed if the event listed occurs. The Contractor is not responsible for assessing these during the quarterly review meetings as the State will make this determination per incident. At the State’s request, the Contractor is responsible for providing the State any supporting document and information for these KPIs.

<b>KPI</b>	<b>Description</b>	<b>Performance Requirement</b>	<b>At Risk Performance Payment</b>
6.	<b>Timely Notification</b>	Contractor shall notify the State, within two (2) Business Days of identification, about any situation that appears to negatively impact the administration or delivery of the program, plan, or benefits.	If Contractor fails to notify the State within three (2) Business Days \$10,000 per incident

7.	<b>Unauthorized Usage of Information</b>	Unless prior approved In Writing by the State, and in compliance with state and federal law, the Contractor shall not use information gained through this Contract, including but not limited to utilization and pricing information, in marketing or expanding non-State business relationships or for any pecuniary gain.	If Contractor uses data without prior approval	\$50,000 per incident
8.	<b>Historical Data Availability to State</b>	At the request of the State one hundred percent (100%) of historical data (greater than five (5) years) shall be available for State use of DSS no later than ten (10) Business Days from the receipt of the initial request, as described in Contract Section A.6.	Within ten (10) Business Days	\$5,000

**11. 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 timely manner providing the appropriate and necessary information to Covered Entity.

**12. Delete Pro Forma Contract Attachment E, Section 7.3 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**

7.3 Effect of Termination.

7.3.1. Except as provided in Section 7.3.2. below, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of, Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

7.3.2. Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

7.3.2.1 Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;

7.3.2.2 Return to covered entity [or, if agreed to by covered entity, destroy] the remaining protected health information that the business associate still maintains in any form;

7.3.2.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;

7.3.2.4 Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at [Insert section number related to paragraphs (e) and (f) above under "Permitted Uses and Disclosures By Business Associate"] which applied prior to termination; and

7.3.2.5 Return to covered entity [or, if agreed to by covered entity, destroy] the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

**13. 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.