



STATE OF TENNESSEE  
FINANCE & ADMINISTRATION, BENEFITS ADMINISTRATION

**REQUEST FOR PROPOSALS # 31786-00166  
AMENDMENT #TWO FOR VISION INSURANCE**

DATE: December 21, 2021

RFP # 31786-00166 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		November 16, 2021
2. Disability Accommodation Request Deadline	2:00 p.m.	November 19, 2021
3. Pre-response Conference	11 a.m.	November 22, 2021
4. Notice of Intent to Respond Deadline	2:00 p.m.	November 23, 2021
5. Written "Questions & Comments" Deadline	2:00 p.m.	December 1, 2021
6. State Response to Written "Questions & Comments"		December 21, 2021
7. Written "Questions & Comments" Round 2 Deadline*	2:00 p.m.	January 7, 2022
8. State Response to Written "Questions & Comments" Round 2 <b>*NOTE: Vendors may submit no more than five (5) questions to the State in the 2nd round of Written Questions and Comments.</b>		January 20, 2022
9. Response Deadline	2:00 p.m.	January 27, 2022
10. State Completion of Technical Response Evaluations		February 15, 2022
11. State Opening & Scoring of Cost Proposals	2:00 p.m.	February 16, 2022
12. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	February 24, 2022
13. End of Open File Period		March 3, 2022
14. State sends contract to Contractor for signature		March 4, 2022
15. Contractor Signature Deadline	2:00 p.m.	March 11, 2022

**2. State responses to questions and comments in the table below amend and clarify this RFP.**

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

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
	1.	Will the state accept different lens price protections that are currently in place as long as it will save the member on out of pocket costs?	The State will not accept different lens price protections during the RFP process. Responding companies should plan on implementing the minimum benefits shown in <i>pro forma</i> Contract Attachment E. The State will accept after the contract has been executed suggestions from the Contractor for enhancement of benefits that will not alter the pricing in Section C.3. of the <i>pro forma</i> Contract.
	2.	Will the state accept a contact lens fitting/evaluation allowance? The current Davis contract is based on a fitting/evaluation copay structure.	The State does not agree. The benefit for contact lens fitting/evaluation shall be a copay as shown in RFP Attachment 6.6, <i>pro forma</i> Contract, Attachment E.
	3.	Will the state accept a low vision benefit for OON services only?	The State will not accept additional or different benefit options during the RFP process. Responding companies should plan on implementing the minimum benefits shown in RFP Attachment 6.6, <i>pro forma</i> Contract, Attachment E. After the contract has been executed, the State will accept suggestions from the Contractor for enhancement of benefits that will not alter the pricing in Section C.3. of the <i>pro forma</i> Contract.
	4.	In addition to matching the current benefits mentioned in the RFP, can we offer any additional benefits or benefit upgrades as options?	See answer to question #3.
	5.	Please confirm the effective date is April 1, 2022 as it also mentions in the RFP that current contract goes to the end of 2022.	Confirmed. The new contract effective date is scheduled to be April 1, 2022. This allows for implementation before the current contract terminates on December 31, 2022. Benefits under the new contract will be effective January 1, 2023.
	6.	Please confirm the base and expanded plan designs in the RFP are the correct	The plan designs in the RFP are correct. Plan designs can vary from contract to contract as set by

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		current plan designs as the website reflects different benefits on both the Davis handbook and enrollment flyers.	the State. The plan designs in the RFP are for the new contract and several changes from the existing benefits have been made.
	7.	Can the State please provide detailed monthly claims and utilization for the previous three (3) years?	See NEW Appendices 7.10 Basic Plan Utilization 2018 – 2021Q3 and 7.11 Expanded Plan Utilization 2018 – 2021Q3.
	8.	Can the State provide previous charges that are necessary to connect the state's Decision Support System (DSS) Contractor?	A new vendor setting up a data load for the first time would be subject to the DSS vendor charge of \$15,000. After the initial load file is final, no additional charges would be paid by the vendor.
	9.	Can the State please elaborate on the State's methods and instruments that it employs to communicate the Vision Benefits to the State's employees? For example, does the state host a website that describes all employee benefits including vision? Do State employees enroll for annual benefits through a website or app? Does the State send out Open Enrollment announcements or educational material through an email or mail campaign?	Information on the benefits offered by the State may be found on the website <a href="http://PartnersforHealth-TN.gov">Partners for Health - TN.gov</a> . Employees enroll for annual benefits through the State's online ERP system (PeopleSoft). The State and vendors send annual enrollment educational materials via regular mail and email.
	10.	Can the Vision Vendor send annual Member Satisfaction Surveys electronically? If yes, how can the vision vendor acquire member's email addresses?	Yes. Email addresses for members are included in the 834 enrollment records sent to the vendors. Email addresses are not available for all members.
	11.	Please confirm if the current vision rates have changed over the past 5 years. If yes, please provide 5 years of rate history.	The current vision insurance premium rates have not changed since January 1, 2018. These rates may be found in section C.3. of the current contract at the website <a href="http://vision_contract.pdf(tn.gov)">vision_contract.pdf (tn.gov)</a> .
	12.	Were there any plan changes over the course of the current 5 year contract?	The current contractor added enhanced lens options with no additional premium cost to the members. Please see the answer to question #11.
	13.	Should any commissions be included?	No, the State will only collect and pay premiums.
	14.	Can the state provide an excel census with dob, gender, zip, vision tier, and a column for base/enhanced elections?	See NEW Appendix 7.12 Census of Enrolled Jan 1 2022. Due to HIPAA restrictions, date of birth and zip code cannot be provided. Year of birth is provided.
	15.	Can the State provide a full census so that we can run a Geo report?	See the answer to question #14.

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	16.	Please provide 48 months of vision experience. The report should include premium versus claims with enrollment history. If available please provide this by plan (base/buy up).	See NEW Appendix 7.13 Premium and Claims History 2018 – 2021Q3
	17.	Please provide the utilization reports with data split by base/enhanced plan.	See answer to question #7.
	18.	Please provide vision utilization reports broken out by plan (base/buy up). If available can paid claims by service be added to these reports?	See answer to question #7.
	19.	To provide the most accurate pricing, is a vision claims file available? This type of report lists all claims by member. It would include provider detail, charge amounts, paid claims, etc.	This type of report is not available.
	20.	Appendix 7.9 asks us to provide additional information for items 11, 24 & 26; however, this Appendix only goes to item 11. Is there an updated Appendix we need to complete?	In Appendix 7.9, the State is asking respondents to fill out excel lines/rows 11, 24, and 26; not question numbers.
	21.	Could we please get a copy of the RFP documents in Word format?	Yes, the State has provided the RFP in Word format on the RFP opportunities webpage.
RFP Section 3.3.7	22.	Section 3.3.7 of the RFP states that “[a] Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses.” For the reasons explained below, this prohibition is unduly restrictive, unreasonably limits competition, and will prevent the State from being presented with offers from all potential respondents, which is contrary to the fundamental tenets of competitive procurement in Tennessee. Pursuant to Tenn. Comp. R. & Regs. 0690-03-01-.12(1)(a), on November 22, 2021, we submitted to the State an objection to this term of the RFP (the “Objection”). Such Objection is incorporated herein by reference. Based on such Objection and the following, we respectfully request that the State amend Section 3.3.7 to allow a respondent to submit a response as a prime contractor while also permitting one or more other respondents to offer that respondent as a subcontractor in their proposals. This will assure fairness to all respondents, clear, fair and open competition, achievement of procurement objectives, and protection of the State's	

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		<p>interests in that it will ensure the State is presented with all potential offers, including proposals from those companies that specialize exclusively in vision benefits.</p> <ul style="list-style-type: none"> <li>- Section 3.3.7 of the RFP limits the State's options and restricts competition because it will prevent companies who specialize in vision benefits from submitting a proposal as a prime contractor in response to the RFP. Generally, vision benefits carriers provide vision benefits services as both a prime contractor and as a subcontractor through partnerships with other insurance companies. Section 3.3.7 would prohibit such vision benefit carriers from pursuing a contract with the State if any of their partners submit a proposal that includes them as a subcontractor. As a result, Section 3.3.7 significantly limits the State's choices and unduly restricts competition.</li> <li>- Section 3.3.7 of the RFP is overly restrictive and unnecessarily limiting in the context of this procurement. Because vision benefits carriers act as both prime contractors and subcontractors, we understand that their roles are different in each capacity. For example, when acting as a subcontractor, we understand that the carrier would not control the exact products offered by its partners, or the prices charged. When the carrier is acting as a prime contractor, however, it would determine the products offered and the prices charged. In addition, the products the carrier makes available to its partners (and which the partners offer to their customers) may be different from the products it provides to its customers directly. So, if a carrier submits a proposal as a prime contractor, it is very likely that its proposal would offer different products from a proposal submitted by another respondent, even if that other respondent includes the carrier as a subcontractor. Accordingly, there is really no difference between a carrier being included as a subcontractor in multiple proposals (as permitted by Section 3.3.7) and a carrier submitting a proposal as a prime contractor while also being included as a subcontractor.</li> </ul>	

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		<p>· Removing the prohibition imposed by Section 3.3.7 will not lead to anticompetitive conduct. Section 3.3.4 of the RFP allows the State to reject any cost proposal that involves collusion, consultation, communication, or agreement between respondents. In addition, all respondents must sign the Statement of Certifications and Assurances and certify that the RFP response was independently prepared without collusion. Therefore, the RFP already includes measures to prevent and address any anticompetitive conduct. Nonetheless, if a respondent violates such procurement rules, then the State could disqualify such respondent from the competition.</p> <p>Based on the foregoing, will the State amend Section 3.3.7 to allow a respondent to submit a response as a prime contractor while also permitting one or more other respondents to offer the respondent as a subcontractor in their own responses?</p>	<p>No, the State declines to modify the RFP language.</p>
RFP Section 4.4	23.	<p>Language:</p> <p>4.4.1 The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.</p> <p>4.4.2. If a Respondent intends to use subcontractors, the response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section B, General Qualifications &amp; Experience Item B.12.).</p> <p>4.4.3. Subcontractors identified within a response to this RFP will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.</p> <p>4.4.4. After contract award, a Contractor may only substitute an approved subcontractor at the discretion of the State and with the State's prior, written approval.</p> <p>Questions/Comments: 4.4.1 We would not agree to client approval or disapproval of a subcontractor as a standard response</p>	<p>This is a requirement of the RFP and <i>pro forma</i> Contract and will not be revised</p>

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		<p>4.4.2 Subcontractor response can be one of the 3 tiers. Tier 2 includes a sample list of subcontractors if so chosen to provide to the client. *</p> <p>4.4.3 We would not agree to client approval or disapproval of a subcontractor as a standard response.</p> <p>4.4.4 We would not agree to client approval or disapproval of a subcontractor as a standard response.</p> <p>*Applies to Section B.12 , Page 24 as well.</p>																	
	24.	<p>Could the State define credit references. Is this a client or vendor credit references?</p>	<p>Respondents should submit, with their proposals, a standard business letter, signed and dated within the past three (3) months from a vendor with which the Respondent has done business.</p>																
	25.	<p>Per the instructions for the Network Access Analysis, the RFP indicates to only use the TN zip codes, but for the below charts, the number of eligibles listed are for everyone in multiple states. Please confirm the below numbers are to be based off all eligibles and not just the TN zips</p> <p>[respondent inserted charts from RFP Section D.8]</p> <p>Please explain the difference between the number of eligibles listed in the Network section of the Technical Response compared to census counts. See below. Is an updated census available?</p> <table border="0" data-bbox="479 1224 982 1331"> <tr> <td>All Eligibles</td> <td>214142</td> <td>census shows</td> <td>211464</td> </tr> <tr> <td>Urban</td> <td>6013</td> <td>census shows</td> <td>6046</td> </tr> <tr> <td>Suburban</td> <td>34265</td> <td>census shows</td> <td>33998</td> </tr> <tr> <td>Rural</td> <td>173864</td> <td>census shows</td> <td>171420</td> </tr> </table>	All Eligibles	214142	census shows	211464	Urban	6013	census shows	6046	Suburban	34265	census shows	33998	Rural	173864	census shows	171420	<p>The network analysis should be based upon only TN zip codes. The counts in RFP Section D.8 match the counts on tab "TN ZIP Codes Geocoded 2021.3" in Appendix 7.4.</p> <p>Columns B, C, and D were hidden in the file, and they are now visible.</p>
All Eligibles	214142	census shows	211464																
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RFP Section D.8 and Appendix 7.2 and 7.3	26.	<p>It is standard to use Eligible Individuals for this reporting. Since we noticed both eligible counts and enrolled counts in different references, can we ask for clarification on what counts to use:</p> <ul style="list-style-type: none"> <li>i) Eligible individuals only, not including dependents</li> <li>ii) Eligible individuals and their dependents</li> <li>iii) Enrolled individuals only</li> <li>iv) Enrolled individuals and their dependents</li> </ul>	<p>The eligibility counts on tab "TN ZIP Codes Geocoded 2021.3" in Appendix 7.4. should be used.</p>																
RFP Section D.8 and Appendix	27.	<p>Please confirm which calculation to use for Providers. We believe it should be "unique locations" but wanted confirmation:</p> <ul style="list-style-type: none"> <li>i) Unique Providers – one provider having 2 active office locations would = 1</li> </ul>	<p>The State is looking for information regarding access and distance from locations in Question D.8. Point of Contact or Access Points</p>																

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7.2 and 7.3		<p>ii) Unique Locations – one provider having 2 active office locations would = 2</p> <p>iii) Point of Contact – two providers working for a business with 2 locations = 4</p>	should be used for D.8. See Appendix 7.2 REVISED Quest Analytics Access Report Instructions.
RFP Section D.8 and Appendix 7.2 and 7.3	28.	<p>Please clarify which metrics to use for In-Network Ophthalmologists, as we've noticed the differences below:</p> <p>i) Appendix 7.2 - Urban: 1 provider within 15 miles for 95% of Members; Suburban: 1 provider within 20 miles for 95% of Members; Rural: 1 provider within 25 miles for 90% of Members</p> <p>ii) RFP Attachment 6.3, D.9., page 36 Urban: 2 providers within 15 miles for 95% of Members; Suburban: 2 providers within 20 miles for 95% of Members; Rural: 2 provider within 25 miles for 90% of Members</p>	The metrics in Appendix 7.2 are correct. The State has updated metrics in RFP Section D.8 and Performance Guarantee #6. See amendment items #4 and #8 below.
RFP Section D.8 and Appendix 7.2 and 7.3	29.	Is a provider list required?	A provider list is not needed for D.8. and Appendix 7.2 and 7.3. The requirement has been added to D.1.a. See amendment item #3 below.
Appendix 7.1	30.	<p>Years 2018-September 2021 covers the two vision plans (Basic &amp; Enhanced) blended together.</p> <p>May we receive the plans broken down?</p> <p>May we receive this same report but for solely the Vision Basic plan?</p> <p>May we receive this same report but for solely the Vision Expanded plan?</p>	Please see Appendix 7.1 REVISED Premium Collections 2018 - September 2021.
Appendix 7.5	31.	<p>2018-2021 appears to supply a one month snap shot of enrollment for a single point of time during each year.</p> <p>May we receive the monthly enrollment, by coverage, by benefit plan January 2018 to present?</p>	Please see Appendix 7.5 REVISED Enrollment by Coverage 2018 – 2022.
Appendix 7.8	32.	<p>Plan utilization from January 2018 to present for the two plans (Basic &amp; Expanded) are blended together. May we receive a report with the plans broken down?</p> <p>May we receive this same report but for solely the Vision Basic?</p> <p>10P100001216 State of Tennessee - Active &amp; Retiree (Basic Plan)</p> <p>10P100001217 State of Tennessee - Cobra (Basic Plan)</p> <p>May we receive this same report but for solely the Vision Enhanced?</p> <p>10P100001218 State of Tennessee - Active &amp; Retiree (Expanded Plan)</p>	Please see answer to question #7.



RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		10P100001219 State of Tennessee - Cobra (Expanded Plan)	
A.10.i.	33.	<p>Can the State share more details around the State's preferred Transport Layer Security (TLS)?</p> <p>Does the State have any details about the cost to connect to the State's preferred TLS?</p>	<p>The State will enable Forced Transport Layer Security (TLS) protocol on emails between the State and the Vendor in the State's email system. The Vendor's email system will need to be able to send and receive TLS-encrypted version 1.2+ emails.</p> <p>If the Vendor does not have an email system capable of sending and receiving TLS-encrypted emails, the Vendor will not be able to receive emails from the State and emails from the Vendor will be rejected by the State.</p> <p>Other than having an email system configured to send/receive TLS emails, there is no additional software installation or cost required.</p>
A.8.i. and A.12.d.	34.	<p>In regards to items A.8.i. and A.12.d.: Can the State please clarify how many characters, alpha/numeric, or any special characters that are included in the Edison ID number? This information is needed to be able to confirm the need for additional resources to allow our system to accept this alternate ID number.</p>	<p>The Edison (employee) ID number is typically eight (8) numerical digits with no special characters. However, COBRA enrollees sometimes have an Edison (employee) ID number starting with a "C" and the ID number may be greater than eight digits.</p>
A.10.p.	35.	<p>Will the State accept alternate measurements of claims processing turnaround mentioned in item A.10.p.? Our standard measurements include 10 and 30 days.</p>	<p>The State will not agree to alternate measurements.</p>
A.12.h.4.	36.	<p>Please clarify what types of errors are expected to be reported under section A.12.h.4. of the pro forma contract. Are you asking for errors that stop the entire file from loading or is this a member level report based on the file being loaded?</p>	<p>The State expects errors that prevent the file from loading and at the member level for which the Contractor needs the State's assistance in resolving to be reported to the State.</p>
C.6	37.	<p>Can the State please explain your preferred Purchase Order process in item C.6? Is integration into iProcurement required?</p>	<p>The State creates the Purchase Order internally. Payments are the premiums withheld each month from members enrolled in the vision plan. The amount is determined by the State's Edison queries run monthly. Integration into iProcurement is not required.</p>
D.32	38.	<p>Are the following clarifications acceptable in regards to item D.32 Insurance?</p>	

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		<p>Our insurance coverages are provided by a captive insurance company domiciled in Vermont and not rated by A.M. Best, nor licensed in any state.</p> <p>We can provide additional insured status to any certificate holder requesting it, but in regards to general liability coverage only.</p> <p>We can provide a Waiver of Subrogation clause in favor of a certificate holder on our general liability policy only.</p> <p>· All subcontractors or independent contractors are responsible for their own insurance coverage.</p> <p>We cannot provide copies of our insurance policies or endorsements. The only proof of insurance that we provide is the standard Acord form insurance certificate.</p>	<p>Not Acceptable. The State requires that all insurance companies providing coverage must be (1) acceptable to the State, (2) authorized by the Tennessee Department of Commerce and Insurance and (3) rated A- / VII or better by A.M. Best.</p> <p>Not Acceptable. The State requires that the Contractor name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance.</p> <p>Not Acceptable. The State requires that the Contractor agree to provide an endorsement for a waiver of subrogation in favor of the State on all policies.</p> <p>Not Acceptable. The State requires that the Contractor provide the State with evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy.</p> <p>Providing the ACORD COI is acceptable to the State. However, the State must reserve its right to require a complete copy of all required insurance policies, including endorsements, for situations such as a claim or litigation naming the State as a party.</p>

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		We do not combine our Professional Liability and Cyber; these are two separate policies	It is acceptable to the State to have a separate Professional Liability and Cyber Liability policy.
E.7.a(2)	39.	<p>Language: The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard (“FIPS”) 140-2 validated encryption technologies.</p> <p>Question/Comment: E.7.a.2 references encryption in transit. We do not necessarily encrypt in transit internally. NIST does not require it. We always meet these standards for encryption in transit externally. Also, at encryption at rest is our standard.</p> <p>Propose State of Tenn modify wording as follows:  The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard (“FIPS”) 140-2 validated encryption <del>technologies</del>.</p>	The state does not agree but has updated the language. See amendment item #6 below.
E.7.a(3)	40.	<p>Language:  The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. “Processing Environment” shall mean the combination of software and hardware on which the Application runs. “Application” shall mean the computer code that supports and accomplishes the State’s requirements as set forth in this Contract. “Penetration Tests” shall be in the form of attacks on the Contractor’s computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment’s features and data. The “Vulnerability Assessment” shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment or the Contractor shall commission an independent third party to perform the risk assessment which must</p>	

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		<p>include penetration testing and vulnerability assessments. The Contractor shall provide the results of the third party testing to the State.</p> <p>Question/Comment:</p> <p>We can provide summary pen test results of our external facing dental portal. They appear to want more detailed reports. We will not provide vulnerability reports. Sharing the detail results of these reports could put the data of other customers at risk since it is a multi-tenant env.</p> <p>We will share our policy on Vulnerability Testing</p> <p>We will attest to the fact that we are in compliance with the policy</p>	<p>The State does not agree but has updated the language. See amendment item #6 below.</p>
E.7.a(4)	41.	<p>Language: E.7.a.(4) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State. The Contractor shall maintain a duplicate set of all records relating to this Contract in electronic medium, usable by the State and the Contractor for the purpose of Disaster recovery. Such duplicate records are to be stored at a secure fire, flood, and theft- protected facility located away from the storage location of the originals. The Contractor shall update duplicate records, at a minimum, on a daily basis and shall retain said records for a period of sixty (60) days from the date of creation.</p> <p>Question/Comment: Upon review, we both have replication of data and claim/elig history, we can assume that we comply with the state's expectation. It sb clear that we do not, literally, keep 60 days of incremental change, but we have individual backups. We think we can meet this requirement.</p>	<p>The State recommends all potential respondents to review this language and the RTO and RPO listed in Contract Section E.7.d(2) for contract compliance purposes.</p>
E.7.b(1)	42.	<p>Language: The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL:</p>	

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		<p>Question/Comment:            With respect to section E.7.b(1), Vendor has its own policies and standards. It is extremely challenging to agree to a policy that will likely change over time without knowing now, what those future changes may be. If there are specific concerns in this regard, Vendor is willing to discuss and have the State review a summary of its policies, which constitute best practices within our industry</p>	<p>Per RFP Section 5.3.5, the State may, at its sole discretion, entertain limited terms and conditions or pricing negotiations prior to Contract signing that are found to be in the States best interest with no material changes to the contract. There is no guarantee this will occur. The State may, at its sole discretion, entertain limited negotiate with the best-evaluated respondent. See RFP Attachment 6.1 STATEMENT OF CERTIFICATIONS AND ASSURANCES.</p>
E.7.e	43.	<p>Language:            E.7.e The Contractor and any Subcontractor used by the Contractor to host State data, including data center vendors, shall be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants (“AICPA”) for a System and Organization Controls for service organizations (“SOC”) 2 Type II audit. The SOC audit control objectives shall include all five trust services principles. The State shall approve the SOC audit control objectives. The Contractor shall provide the State with the Contractor’s and Subcontractor’s annual audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor and in addition to periodic bridge reports as requested by the State, see Contract Attachment D, Item 8. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor and Subcontractor.</p> <p>Question/Comment:            Propose State of Tenn add <b>additional language</b>:</p> <p>The Contractor shall submit corrective action plans <b>or mitigation</b> to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor and Subcontractor.</p>	<p>The State agrees to the addition. See amendment # 6 below.</p>

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		<p>The following is the response re: Hitrust vs SOC2 Used for Dental and Medical responses to the State:</p> <p>The HITRUST Common Security Framework (CSF) is meant to be a framework for organizations across all industries. It was created after identifying a number of healthcare challenges such as the varying application of healthcare specific controls (such as HIPAA), ineffective controls due to inconsistent understanding of the control objectives, an increased focus on these issues from regulatory bodies, auditors, and customers, and finally the increase in data breaches and other system vulnerabilities being exploited. Generally speaking, the HITRUST framework is used by companies who in some capacity deal with electronic protected health information (ePHI).</p> <p>SOC 2 reports are intended to meet the needs of a broad range of users who need information and assurance about the controls at a service organization that help maintain security, confidentiality, privacy, availability and processing integrity — the five Trust Services Criteria (TSC) categories. Simply put, SOC 2 engagements assert on whether the controls were designed properly and operated effectively in accordance with the requirements imposed by the applicable trust services criteria. In contrast, the HITRUST Common Security Framework (CSF) is a prescriptive control framework. And although the service organization/business associate may define the scope of the environment to be tested, HITRUST controls must be in place and applied to that entire covered environment.</p> <p>HITRUST CSF provides more consistency across the industry and is a certification based on a regulatory compliance and risk management framework using a variety of standards. A few include HIPAA, COBIT, NIST, PCI, ISO, etc. Different requirements from these standards have been layered together to form a five-part control for each requirement which includes the existence of policies and procedures, the ability to prove its implementation and finally the company's</p>	<p>Per RFP Section 5.3.5, the State may, at its sole discretion, entertain limited terms and conditions or pricing negotiations prior to Contract signing that are found to be in the States best interest with no material changes to the contract. There is no guarantee this will occur. The State may, at its sole discretion, entertain limited negotiate with the best-evaluated respondent. See RFP Attachment 6.1 STATEMENT OF CERTIFICATIONS AND ASSURANCES.</p>

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		<p>ability to prove that each control is measured and managed.</p> <p>UHG has adopted the HITRUST CSF as our certification framework. SOC2 has a very broad range of uses, however the HITRUST CSF framework was developed in collaboration with healthcare and security professionals to specifically address the security needs of the healthcare industry. The HITRUST CSF helps organizations like ours address data information systems security challenges through a comprehensive and flexible framework of prescriptive and scalable security controls. The framework allows us to evaluate and report our maturity and security risk, and includes different level requirements for controls based on scoping factors for our specific organization. The HITRUST CSF harmonizes and cross-references existing, globally recognized standards, regulations and business requirements, and incorporates a risk-based approach.</p>	
D.20, E.6, E.7, E.8 and Contract Attachment F	44.	<p>Items D.20, E.6, E.7, E.8 and Contract Attachment F all include Business Associate language.</p> <p>When providing services under a fully insured arrangement, we are classified as a covered entity, not a business associate. Therefore, “business associate” language does not apply to fully insured contracts. Will the State require carriers to accept this language and execute the Business Associate Agreement for this fully insured contract?</p>	<p>The state health plan is the covered entity for contractual agreements involving protected health information. The State’s contracted vendors are considered business associates. Fully insured contracts do not determine the definition or application of a covered entity or business associate. The State requires business associate agreements with any vendor who creates, receives, stores or transmits PHI on the State’s behalf.</p>
Contract Attachment B and C	45.	<p>Would the State consider proposed alternatives to any of the SLA metrics or Liquidated damages?</p>	<p>The State would need to see suggested redlines before committing to any changes. Please submit redlines and citations during Round 2 of the Questions and Comments period.</p>
Contract Attachment E – Minimum Benefit Plan Provisions	46.	<p>For both the Basic and Expanded plans, 5 tiers of Progressives are indicated (5 different copays). [REDACTED] plans only recognize 4 tiers of Progressives so further clarification would be needed, or else reducing this to 4 tiers.</p>	<p>The minimum benefit shown in <i>pro forma</i> Contract Attachment E has been changed for Progressive Premium Tier 4 to show “Tier 4 (if available/applicable)”.</p>
Contract Attachment E –	47.	<p>Overall, was there a goal or strategy or guidance for creating the plan design structures? We realize that these plan designs are “final” and we will quote on</p>	<p>The State’s mission is to deliver comprehensive, affordable, dependable and sustainable</p>

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
Minimum Benefit Plan Provisions		these accordingly. However, we would like to better understand the strategy of the designs so we can best support the program and its goals. The plan designs clearly have significant financial impact on the plan and members.	benefits. As the name of the programs imply, our goal is to offer a basic plan and an expanded plan with benefits and premiums to match the names.
Contract Attachment E – Minimum Benefit Plan Provisions	48.	The in network member pay amount listed for a few of the lens options exceeds the maximum provider reimbursement. Please confirm a lower member pay amount is acceptable, and reducing member cost for these items will not be deemed unresponsive. For example, the plan specifies a \$50 member cost for standard anti-reflective coating; member contracts only allow a \$45 charge.	See the State's response to question #3. The expectation is that an in-network provider will not collect from the member a payment greater than the negotiated rate with the Contractor.
Contract Attachment E – Minimum Benefit Plan Provisions	49.	Low Vision Benefit- low vision aids, such as magnifiers, are frequently included in addition to the supplemental testing. Would the State consider adding the low vision aids to the benefit definition provided?	See the State's response to question #3.

3. Delete RFP Section D.1 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

RESPONDENT LEGAL ENTITY NAME:											
Response Page # (Respondent completes)	Item Ref.	Section D — Technical Qualifications, Network Analysis	Item Score	Evaluation Factor	Raw Weighted Score						
	D.1.	<p>Tennessee Professional Network(s):</p> <p>a. Identify the currently established Tennessee statewide network(s) you will use for this contract. <b>Note: Respondents shall not bid an anticipated network or a network that it plans to create for this contract. Provide, as an RFP response exhibit, a directory of the providers in your network(s) to be bid with names, type of provider, and office locations.</b></p> <p>b. Provide, using the table below, the current total number of contracted unique individual (not locations) optometrists and ophthalmologists in the Tennessee statewide network(s) that will be used for this contract.</p> <table border="1" data-bbox="457 1709 906 1885"> <thead> <tr> <th># Unique Individuals:</th> <th>TN Statewide Network</th> </tr> </thead> <tbody> <tr> <td>Optometrists</td> <td></td> </tr> <tr> <td>Ophthalmologists</td> <td></td> </tr> </tbody> </table>	# Unique Individuals:	TN Statewide Network	Optometrists		Ophthalmologists			25	
# Unique Individuals:	TN Statewide Network										
Optometrists											
Ophthalmologists											



RESPONDENT LEGAL ENTITY NAME:											
Response Page # (Respondent completes)	Item Ref.	Section D — Technical Qualifications, Network Analysis	Item Score	Evaluation Factor	Raw Weighted Score						
		<p>c. How many members are served by the network(s)?</p> <p>d. Is the Tennessee statewide network(s) to be used for this contract open to new providers?</p> <p>e. Are there are any proposed provider recruitment efforts or areas in Tennessee that you would target for network expansion if awarded this contract?</p> <p>f. Provide, using the table below, the current total number of contracted locations for optometrists and ophthalmologists in the Tennessee statewide network(s) that will be used for this contract.</p> <table border="1"> <thead> <tr> <th># Locations:</th> <th>TN Statewide Network</th> </tr> </thead> <tbody> <tr> <td>Optometrists</td> <td></td> </tr> <tr> <td>Ophthalmologists</td> <td></td> </tr> </tbody> </table>	# Locations:	TN Statewide Network	Optometrists		Ophthalmologists				
# Locations:	TN Statewide Network										
Optometrists											
Ophthalmologists											

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

**D.8.**

**Statewide Provider Network Accessibility Analysis:**

For the respondent’s currently established Tennessee statewide network to be used for this contract, conduct and submit the Quest Analytics Provider Accessibility Analysis for your current participating (a) Optometrists and (b) Ophthalmologists in **TENNESSEE ONLY**, as required in Appendix 7.2 and illustrated in Appendix 7.3 and using the State’s total eligibility population data for **TENNESSEE ONLY** provided on the tab labeled ‘TN ZIP Codes Geocoded **2021.3**’ in Appendix 7.4.

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

**NOTE: Respondents MUST use counts in the tab labeled ‘TN ZIP Codes Geocoded2020’ in Appendix 7.4 and the classifications listed (urban, suburban, rural) when running the Quest report. The ZIP code list, member eligibility totals, and classifications must match in the Respondent’s report.**

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

DEFINITION: For the purpose of this accessibility analysis, “Network Provider” (“In-Network Optometrist” or “In-Network Ophthalmologist”) shall be defined as any Optometrist or Ophthalmologist who is currently operating under a fully executed and in force contract for participation as a Provider in the Respondent’s Vision Plan to be used for this Contract.

**Optometrists**

ZIP Code Class	Eligible Population	*Number of Eligible Individuals with Access	*Percentage of Eligible Individuals with Access	Contract Requirement for Network Access % Eligible
All Eligible Individuals	214,142			
Urban	6,013			2 providers or locations within 10 miles for 95% of members
Suburban	34,265			2 providers or locations within 15 miles for 95% of members
Rural	173,864			1 provider within 20 miles for 95% of members

ZIP Code Class	*Avg. Distance to Optometrists	Contract Requirement for Network Access Distance
All Eligible Individuals 214,142		
Urban 6,013		2 providers or locations within 10 miles
Suburban 34,265		2 providers or locations within 15 miles
Rural 173,864		1 provider within 20 miles

**Ophthalmologists**

ZIP Code Class	Eligible Population	*Number of Eligible Individuals with Access	*Percentage of Eligible Individuals with Access	Contract Requirement for Network Access % Eligible
All Eligible Individuals	214,142			
Urban	6,013			1 provider within 15 miles for 95% of members
Suburban	34,265			1 provider within 20 miles for 95% of members
Rural	173,864			1 provider within 25 miles for 90% of members

ZIP Code Class	*Avg. Distance to Ophthalmologists	Contract Requirement for Network Access Distance
All Eligible Individuals 214,142		
Urban 6,013		1 providers within 15 miles
Suburban 34,265		1 providers within 20 miles
Rural 173,864		1 provider within 25 miles

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

**A.3. Provider Network**

- a. The Contractor shall administer an existing Tennessee statewide and national network(s) of vision Providers for Members participating in the Program. The Contractor shall secure under contract, participation by Providers as needed and necessary to continuously provide high quality, cost effective services and materials, adequate distribution, and reasonable access from a geographic and service standpoint during the contract term. The Providers in the Contractor's network must have signed an agreement with the Contractor to perform covered services for Members, to accept the contracted rates agreed upon with the Contractor, and to not bill Members for expenses greater than the contracted rates.
- b. The Contractor's Provider network shall meet, at a minimum, the geographic access standards for Members residing **within the State of Tennessee** specified in Contract Attachment B, Liquidated Damages, item #6 Network Access and below. The Contractor shall provide a quarterly Accessibility Analysis report demonstrating compliance with the minimum standards below.

Provider Type	Access Standard
In-Network Optometrist	Urban 2 providers <b>or locations</b> within 10 miles for 95% of Members Suburban 2 providers <b>or locations</b> within 15 miles for 95% of Members Rural 1 provider within 20 miles for 95% of Members
In-Network Ophthalmologist	Urban 1 provider within 15 miles for 95% of Members Suburban 1 provider within 20 miles for 95% of Members Rural 1 provider within 25 miles for 90% of Members
In-Network Retailer of Eye Wear	Urban 1 provider within 20 miles for 95% of Members Suburban 1 provider within 25 miles for 95% of Members Rural 1 provider within 30 miles for 90% of Members

(Classification of geographic areas shall be as defined by the Quest or comparable report system.) The State shall review network accessibility and shall inform the Contractor, In Writing, of any deficiencies it identifies which deny reasonable access to vision care. The Contractor shall respond to the State, In Writing, as to the action it intends to take to correct said deficiencies.

- c. The Contractor shall maintain the capability to respond to inquiries from employees, retirees, dependents, and Members concerning participation by Providers in the network via a Member toll-free call center, detailed in Contract Section A.5., and via network vision provider search capability on the Contractor's website for this Program, detailed in Contract Section A.9.
- d. The Contractor shall contract only with vision Providers who are duly licensed by the state in which they are providing vision services and/or materials. In addition, the Contractor shall require that all Providers maintain all licenses and accreditations in existence at the time of selection as a Network Provider in order to continue their status as a Network Provider, with the exception of any requirements which are no longer required by the Contractor for new Network Providers. Re-credentialing of Network Providers must be performed at least every three (3) years in order to assure the quality of Network Providers.
- e. The Contractor shall maintain communication with Providers to ensure a high degree of continuity in the Provider base and ensure that the Providers are familiar with the Program benefits and procedural requirements. There shall be provisions to allow for on-site visits to the Provider's office by the Contractor's staff, in addition to telephone and written contact for the purpose of monitoring Provider conformance with Program standards and quality requirements.
- f. The Contractor shall notify all Network Providers of and enforce, through the Contractor's provider contract, compliance with all provisions of the Program.
- g. The Contractor shall require all Network Providers to file claims, associated with their services, directly with the Contractor on behalf of Members.
- h. The Contractor shall maintain an Optometrist Network Provider annual disruption ratio of fifteen percent (15%) or less. The annual Optometrist Network Provider disruption ratio shall be calculated by dividing the number of unique Optometrist Network Providers who were in the network at the start of the Plan year and left (voluntarily or in-voluntarily) the network during the Plan Year by the number of unique Optometrist Network Providers at the start of the Plan Year.
- i. The Contractor shall submit a utilization report and a network changes update report quarterly and annually, as describe in Contract Attachment D.

**6. Delete Pro forma Section E.7.a in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**

Contractor Hosted Services Confidential Data, Audit, and Other Requirements

- a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:
- (1) The Contractor shall ensure that all Confidential State Data is housed in the contiguous United States, inclusive of backup data.
  - (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption algorithms.
  - (3) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow at the option of the State access to the executive summary for independent third-party Penetration Tests and Vulnerability Assessments on the Processing Environment.
  - (4) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State. The Contractor shall maintain a duplicate set of all records relating to this Contract in electronic medium, usable by the State and the Contractor for the purpose of Disaster recovery. Such duplicate records are to be stored at a secure fire, flood, and theft- protected facility located away from the storage location of the originals. The Contractor shall update duplicate records, at a minimum, on a daily basis and shall retain said records for a period of sixty (60) days from the date of creation.
  - (5) In accordance with the timeframe for audits listed in Contract Section D.11 and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800 - 88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.
  - (6) Contractor must enter into a Business Associate Agreement (BAA) with the State.

**7. Delete Pro forma Section E.7.e in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**

- e. The Contractor and any Subcontractor used by the Contractor to host State data, including data center vendors, shall be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") 2 Type II audit. The SOC audit control objectives shall include all five trust services principles. The State shall approve the SOC audit control objectives. The Contractor shall provide the State with the

Contractor's and Subcontractor's annual audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor and in addition to periodic bridge reports as requested by the State, see Contract Attachment D, Item 11. The Contractor shall submit corrective action plans **or mitigation** to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor and Subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

No additional funding shall be allocated for these audits as they are included in the Maximum Liability of this Contract.

8. **Delete Pro forma Contract, Attachment B, #6, in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):**

<b>6. Network Access</b>		
As required in Contract Section A.3.b., the Contractor shall maintain a network of Providers to provide the covered services that meet the following access standards using a Quest or comparable report:		
In-Network Optometrist for Members with Tennessee ZIP Codes		
Access standard	Percentage	Measure
Urban area	at least ninety-five percent (95%) of Members	2 providers <b>or locations</b> within 10 miles
Suburban area	at least ninety-five percent (95%) of Members	2 providers <b>or locations</b> within 15 miles
Rural area	at least ninety-five percent (95%) of Members	1 provider within 20 miles
In-Network Ophthalmologist for Members with Tennessee ZIP Codes		
Access standard	Percentage	Measure
Urban area	at least ninety-five percent (95%) of Members	<b>1 provider within 15 miles</b>
Suburban area	at least ninety-five percent (95%) of Members	<b>1 provider within 20 miles</b>
Rural area	at least ninety-five percent (90%) of Members	1 provider within 25 miles
In-Network Retailer of Eye Wear for Members with Tennessee ZIP Codes		
Access standard	Percentage	Measure
Urban area	at least ninety-five percent (95%) of Members	1 provider within 20 miles
Suburban area	at least ninety-five percent (95%) of Members	1 provider within 25 miles

Rural area	at least ninety percent (90%) of Members	1 provider within 30 miles
Ten thousand dollars (\$10,000) per quarter for each standard missed until such time as the access standards listed above are met.		
The Contract requires minimum access standards and without these, Members do not have access to vision providers within the access standards and therefore the potential to go without vision care and increased financial hardship. This assessment and amount take into account the State's increased staff time for Member inquiries, resolution of additional Member issues, and increased legislative inquiries.		
Assessed, reported and reconciled quarterly using the Quest or comparable report provided by the Contractor.		

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

**REVISED:**

- 7.1 REVISED Premium Collections 2018 – September 2021**
- 7.2 REVISED Quest Analytics Access Report Instructions**
- 7.5 REVISED Enrollment by Coverage 2018-2021**
- 7.7 REVISED Vision Insurance Program Eligibility Criteria**

**NEW:**

- 7.10 Basic Plan Utilization 2018 – 2021Q3**
- 7.11 Expanded Plan Utilization 2018 – 2021Q3**
- 7.12 Census of Enrolled Jan 1 2022**
- 7.13 Premium and Claims History 2018 – 2021Q3**

**10. Delete RFP #31786-00166 in its entirety, and replace with RFP #31786-00166, Release #2.** Revisions of the original RFP document are emphasized within the new release. **Any sentence or paragraph containing revised or new text is highlighted.**

**11. 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.