



**REQUEST FOR PROPOSALS #31786-00178
AMENDMENT #ONE
FOR VOLUNTARY, FULLY INSURED DENTAL
PREFERRED PROVIDER ORGANIZATION
INSURANCE PROGRAM**

DATE: November 5, 2024

RFP #31786-00178 IS AMENDED AS FOLLOWS:

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

EVENT	TIME (central time zone)	DATE
1. RFP Issued		September 23, 2024
2. Disability Accommodation Request Deadline	2:00 p.m.	September 27, 2024
3. Pre-response Conference	1:00 p.m.	October 2, 2024
4. Notice of Intent to Respond Deadline	2:00 p.m.	October 3, 2024
5. Written "Questions & Comments" Deadline *NOTE: Submit written questions and comments on Appendix 7.11 the written questions and comments template.	2:00 p.m.	October 17, 2024
6. State Response to Written "Questions & Comments"		November 5, 2024
7. Written "Questions & Comments" Deadline ROUND 2 *NOTE: Respondents may submit no more than five (5) questions to the State in the 2nd round of Written Questions and Comments.		November 14, 2024
8. State Response to Written "Questions & Comments" Round 2		December 5, 2024
9. Response Deadline	2:00 p.m.	December 12, 2024
10. State Completion of Technical Response Evaluations		January 22, 2025
11. State Opening & Scoring of Cost Proposals	2:00 p.m.	January 23, 2025
12. Negotiations	4:30 p.m.	January 30-February 3, 2025

13. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	February 27, 2025
14. End of Protest Period		March 6, 2025
15. State sends contract to Contractor for signature		March 7, 2025
16. Contractor Signature Deadline	2:00 p.m.	March 14, 2025

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.	Please confirm there can be NO deviations in our offering.	The State expects deviations to be submitted during Round 2 Questions and Comments. Section 5.3.5 of the RFP states that “The Respondent identified as offering the apparent best-evaluated response <u>must</u> sign a contract drawn by the State pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.6 <i>Pro Forma Contract</i> .”
	2.	What do you like about your current Dental plan?	The state likes all aspects of our current DPPO Dental plan as the state designed the plan.
	3.	What would you change about your current Dental plan?	See Appendix 7.10 DPPO Benefit Changes Effective January 1, 2026.
	4.	Why is the group out to market? Has there been any service issues with the incumbent?	State rules require competitive procurements on a regular schedule. The current contract with the State’s DPPO terms on December 31, 2025. There have been no service issues with the incumbent.
	5.	Can you please provide a complete Dental census (subscriber level) in one file tab that includes gender, date of birth, tier enrollment, zip codes and plan selection?	Census data other than what is included in Appendix 7.2 cannot be provided due to HIPAA laws.

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	6.	Can you please provide Incumbent experience reports that describe subscribers, members, premium, and incurred/paid claims from January 2022 to current (month to month) broken down by Actives and Retirees?	The State has added two new appendices, "Appendix 7.13 Incumbent Experience Report – Active" and "Appendix 7.14 Incumbent Experience Report – Retiree." See Amendment item #7 below.
	7.	Has there been any dental plan changes in the past 2 or 3 years? If yes, please describe the details?	There have been no changes in the past 2 or 3 years for the DPPO plan.
	8.	Please confirm if there would be a proposed DPPO plan change effective 1/2026 based on New Plan Provisions described on Appendix 7.10 document. Is it for both Active and Retiree population?	The DPPO schedule of benefits must conform with changes identified in Appendix 7.10 DPPO Benefit Changes Effective January 1, 2026. The changes are for both Active and Retiree members.
	9.	Can you please confirm if any additional groups are in scope for this RFP (ex. Higher Education)	All groups [State (central state government and state higher education), participating Local Education agencies, participating Local Government agencies and Retirees] are in scope for the DPPO services being requested by this RFP 31786-00178.
	10.	Please provide any rate and/or plan changes that have taken place since 2022.	See REVISED Appendix 7.2 DPPO Enrollment and Premium History Eligibility Counts TN Zip Codes, tab "Enroll & Prem History", starting on row A14. See Amendment item #7.
	11.	Please provide paid premium, paid claims, claim counts, and employee lives experience on a monthly basis since 2022.	The State has added two new appendices, "Appendix 7.13 Incumbent Experience Report – Active" and "Appendix 7.14 Incumbent Experience Report – Retiree." See Amendment item #7 below.
	12.	What is the Out-of-Network percentile, or is it based on maximum allowable cost?	Out-of-Network covered expenses are based upon maximum allowable cost.

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	13.	If Out-of-Network claims are paid based on maximum allowable cost, is the maximum allowable cost for Premier network dentists based on the PPO fee schedule or the Premier fee schedule?	The incumbent has a separate fee schedule with the Premier network providers.
	14.	Are discounts in the Delta Dental PPO and the Delta Dental Premier networks extended to non-covered services?	The State does not have access to contracts between Delta Dental and their contracted providers. The State's schedule of benefits does not cover or provide discounts for non-covered services.
	15.	Please provide the paid claim amounts split by PPO, Premier, and Out-of-Network, or provide the percentage of claims paid under the PPO network and the percentage of claims paid under the Premier network if the claim dollar splits are not available.	The State has added a new Appendix, "Appendix 7.15 Incumbent Paid Claims By Network." See Amendment item #7 below.
	16.	Please confirm if completed projects under references means terminated customers.	Not necessarily. Completed projects refers to finished projects where objectives were met. This doesn't automatically imply "terminated customers."
Introduction 1.1	17.	What is the employer premium contribution for local and state agencies that have the option to enroll?	Employer premium contribution by participating local education and local government agencies is a local decision. The State does not track this information for local agencies. The State contributes, currently, 50% of the monthly premium for central state government and state higher education employees enrolled in the dental program.
Section 3 Response Requirements	18.	<p>The RFP reads "3.1.1.2. A response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible) and use a 12 point font for text. All response pages must be numbered."</p> <p>Can graphics and tables be in a smaller font size?</p>	Yes, the State agrees.

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3.2 Response Delivery	19.	Will the final RFP responses be made available to the public via a FOIA request? If so, can the State confirm how it would like bidders to submit a version of its RFP response suitable for public release?	Section 4.8.1 of the RFP states that “By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.” Respondents should follow all current RFP instructions for bid submission.
3.2 Response Delivery, 3.2.2.2 E-mail Submission	20.	What are the size limitations the State can receive via e-mail from bidders submitting their response documents?	The maximum attachment size for Microsoft Outlook is 20 MB. However, the State recommends confirming receipt for <u>any</u> files sent via e-mail. Alternatively, Respondents may submit files via the Digital Submission process. Instructions for digital submission are posted with the RFP. RFP Section 1.9 states that “A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events. The State will not accept late responses, and a Respondent’s failure to submit a response before the deadline will result in disqualification of the response.”
3.2 Response Delivery, 3.2.3.4.	21.	Due to the size of the files of the final RFP response, would the State be willing to receive a link to a bidder's secure SharePoint site to retrieve the final response files?	The State will not agree to this request. Please submit large files through the Digital Submission process. Instructions for digital submission are posted with the RFP.
RFP, Section D.2	22.	Section D.2 is missing from the RFP. Does the state plan on updating a revised RFP version with section D.2 included?	See Amendment Item #3 below.

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Section D. Technical Qualifications, Network Analysis. D.5, Appendix 7.7	23.	Is the State of TN able to confirm what date range the data in Appendix 7.7, Tab 2019 Utilized represents? For example, is this 2019, 2020, 2021 data, etc.	The data in RFP 31786-00178 Appendix 7.7 is for calendar year 2023. Appendix 7.7 has been revised with the correct date on the tab. See Amendment item #7 below.
Section D. Technical Qualifications, Network Analysis. D.5, Appendix 7.7	24.	Is the State of TN able to provide claims utilization file for general dentists and specialists for the past 12-24 months?	The State has added a new appendix. "Appendix 7.16 Incumbent Claims by Provider 2022-2024." See Amendment item #7 below.
Appendix 7.7	25.	Is the state able to provide a detailed claim extract with Provider information including Network Indicator, Business TIN, Provider NPI, Location Zip Code and Claim payment information including Procedure Code, Service Counts, Submitted Amount, Paid Amount for the past 12 – 24 months? If available, please also provide a de-identified member identifier and unique claim identifier.	This report is not available.
Appendix 7.2	26.	What is the total eligible population and current enrollment by product (DPPO) and type (active/retiree) for the following: (1) core State of TN population, (2) those local and state agencies that have elected to enroll, and (3) those local and state agencies that have not yet elected to enroll?	Appendix 7.2 has been revised with new tabs "DPPO Enroll 10 01 2024" and LocEd LocGvt Not Participating." See Amendment item #7 below.
Appendix 7.2	27.	Is the state of TN able to provide a detailed census file?	See Revised Appendix 7.2, tab "Enroll Tier & Gender". Other census data cannot be provided due to HIPAA laws. See Amendment item #7.
Appendix_7.2	28.	Is the state of TN able to share enrollment by month by plan and rate tier, for each product, for the past 24 months?	The State has added a new appendix. "Appendix 7.12 Historical Data DPPO Enrollment 2022 – 2024." See Amendment Item #7 below.
Cost Proposal	29.	Please confirm any fees (commissions, additional service fees, premium tax, etc.).	There are no fees.
Cost Proposal	30.	Please provide the vendor fees that are covered by the contractor for the last 24 months (DDS, FSA, etc.)	There are no vendor fees.
Cost Proposal	31.	Is the state able to provide a detailed claim extract with Provider information including Network Indicator, Business TIN, Provider NPI, Location Zip Code and Claim payment information including Procedure Code, Service Counts, Submitted Amount, Paid Amount for the	This report is not available.

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		past 12 – 24 months? If available, please also provide a de-identified member identifier and unique claim identifier.	
Pro Forma Contract, A.3. Provider Network	32.	<p>The RFP states: ““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.”</p> <p>Bidder’s Question: Please confirm the contracted rates only apply to covered services, and providers may bill members for co-insurance and deductibles in accordance with plan provisions.</p>	The contracted rates refer to the maximum charges a network provider for the state’s DPPO plan may charge a plan member for covered services. The network provider, of course, may bill the member for deductible and coinsurance due from the member per the state’s DPPO plan provisions.
Pro Forma contract A.3 Provider Network	33.	<p>The RFP states: “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.”</p> <p>Bidder’s Question: In a commercial plan, most members pay co-pays for non-preventive services. This appears to be forbidden under the contract; please clarify whether there will be copays for non-preventive services.</p>	The State specifies in RFP 31786-00178, Attachment 6.6, <i>PRO FORMA CONTRACT, CONTRACT ATTACHMENT F</i> , Minimum Benefit Schedule, the coinsurance for covered services. The State DPPO plan does not have co-pays. Network providers may only bill according to the coinsurance schedule.
Pro Forma Contract, A.4. Staffing, A.4.e.	34.	<p>The RFP states: “The Contractor must replace staff members or subcontractors providing core services if requested by the State.”</p> <p>Bidder’s Question: We would like to propose striking this language, as replacing staff creates co-employer liability concerns. Additionally, subcontractors are leveraged enterprise-wide to maximize economies of scale.</p>	The State does not agree to this deletion. This clause is standard in BA contracts, but the State rarely executes it. It’s for cases where staff or Contractors consistently fail to deliver required services. The State aims for consistency in service delivery, but if someone isn’t a good fit, the State wants the ability to replace them.
Pro Forma Contract, A.4. Staffing, A.4.f.	35.	<p>The RFP states: “The Contractor shall respond In Writing within fifteen (15) days of receiving the results with a corrective action plan as necessary to remedy any identified deficiencies.”</p> <p>Bidder’s Question: Would the State of TN consider updating this requirement to “within thirty (30) days of receiving the results”? This will allow the Contractor to conduct necessary due diligence to investigate the matter and develop an appropriate corrective action plan.</p>	The State does not agree to this request. However, the State has updated language in <i>pro forma</i> contract A.4.f. See

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			amendment item #4 below.
Pro Forma Contract, A.9. Member Identification (ID) Cards and Welcome Packets	36.	In our experience, members expect digital communications to be the standard and preferred mode of communication. Is the State of TN open to Contractors distributing all member materials electronically?	No. We do not have email addresses for all members, nor have the majority of our members indicated they wish to receive text messages. Some agency benefits coordinators also report having employees who prefer printed materials. Vendors will need to include options for members to receive print materials in their communications plans.
Pro Forma Contract, A.11. Administrative Service	37.	<p>The RFP states: For matters designated as urgent by the State, the Contractor shall provide a response to the State within four (4) hours during normal business hours. During non-business hours, the Contractor shall provide a response to urgent matters to the State within twenty-four (24) hours</p> <p>Bidder's Question: We would like to propose the following alternative language: "For matters designated as Urgent by the State, the Contractor shall provide a response to the State on the same business day. On non business days, the Contractor will provide a response to urgent matters on the next business day."</p>	The State has updated language in pro forma contract A.11.e. See amendment item #5 below.
Pro Forma Contract, A.11. Administrative Service	38.	<p>The RFP states: "The Contractor shall maintain a quarterly average rate of:</p> <p>(1) ninety-eight percent (98%) or higher for Claims Payment Accuracy (shall be calculated by dividing the number of audited claims that were paid accurately by the total number of audited claims)</p> <p>(2) ninety-seven percent (97%) or higher for Claims Processing Accuracy (shall be calculated by dividing the number of audited claims that processed accurately by the total number of audited claims), and</p> <p>(3) ninety-eight percent (98%) or higher within twenty-one (21) days for Claims Processing Turnaround (shall be calculated by dividing the number of audited claims processed within twenty-one (21) days by the total number of audited claims.)"</p> <p>Bidder's Question: We would like to propose the following alternative language, "30 days in lieu of 21 days for claims processing time."</p>	The State does not agree with this revision.
Pro Forma Contract, A.11.	39.	The RFP states: "The Contractor shall provide assistance and information (not legal advice) to the State regarding applicable existing and	

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Administrative Service, b.		<p>proposed Federal and State laws, court holdings and regulations affecting the Program, and other Program related matters as needed.”</p> <p>Bidder’s Comment: We track regulation and legislation pertaining to all products we offer, along with key issues related to dental oral health. Our government affairs staff regularly convenes with internal and external stakeholders to evaluate regulatory and legislative changes and works closely with our Legal and Client Service departments to ensure compliance with changing regulation. During the proposal and enactment of new legislation or regulations, the government affairs staff works with the Compliance department to ensure appropriate understanding and operationalization of any change or issue within the Contractor.</p> <p>Bidder’s Question: Please confirm this is the type of assistance and information the State would be seeking from its Contractor. If it is not, please provide additional clarification on the type of assistance and information it would be seeking.</p>	<p>Yes, this is the type of assistance and information the State would be seeking. In some instances, the State may bring to the Contractor’s attention proposed bills, actual filed bills and/or passed bills for Contractor’s assistance and information.</p>
Pro Forma Contract, A.12. Information Systems, f.	40.	<p>The RFP states: “Information Ownership. All information, whether data or documents, and reports that contain or make references to said information, involving or arising out of this Contract is owned by the State. The Contractor is expressly prohibited from sharing or publishing State information and reports or releasing such information to external entities, affiliates, parent company, or subsidiaries without the prior consent of the State In Writing.”</p> <p>Bidder’s Question: We would like to propose the following alternative language: “The Contractor will retain all of its Intellectual Property rights in any technology, software, materials, ideas, products, concepts, methodologies, processes, techniques, templates, reports, information, inventions, concepts, data, know-how and other works, and all other Intellectual Property rights therein owned or controlled by the Contractor prior to the date of the Agreement, even if customized or tailored for use or specific preferences for this Agreement (“Vendor Materials”). The Contractor does not intend to customize computer software or other applications for this Agreement. The Contractor shall retain all Intellectual Property rights in the Vendor Materials. The Contractor will grant a non-exclusive, world- wide, non-transferable,</p>	<p>The State does not agree to this revision. Contractor retains all Intellectual Property rights it owns or controls prior to the date of the contract, but the Contractor at no time has or obtains Intellectual Property rights in data, documents, or reports involving or arising out of this Contract.</p>

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		royalty- free, license to the State to the extent necessary to allow the State to have the benefit of the services and deliverables contemplated under this Agreement.”	
Pro Forma Contract, A.12. Information Systems, f.	41.	<p>The RFP states: Information Ownership. All information, whether data or documents, and reports that contain or make references to said information, involving or arising out of this Contract is owned by the State. The Contractor is expressly prohibited from sharing or publishing State information and reports or releasing such information to external entities, affiliates, parent company, or subsidiaries without the prior consent of the State In Writing</p> <p>Bidder’s Question: Please clarify if Contractor owns its own background Intellectual Property.</p>	Contractor retains all Intellectual Property rights it owns or controls prior to the date of the contract, but the Contractor at no time has or obtains Intellectual Property rights in data, documents, or reports involving or arising out of this Contract.
Pro Forma Contract A.13 Data Integration and Technical Requirements, g. Flexible Spending Account (FSA)	42.	To confirm we can support the file format, please confirm the state of TN will provide the FSA file format for bidder’s review.	Files can be provided during implementation. Note that A.13.g. says Claim data, data layouts, and data dictionaries will be provided in the formats, layouts and specifications mutually agreed upon . That said, the files currently sent must contain a .xml extension. However, vendors are subject to change and therefore the file layouts may change in the future as well.
Pro Forma Contract, A.14. Audits and Quality Assurance	43.	Please confirm that such audits would be limited to ensuring compliance with contractual obligations or legal/regulatory requirements.	The State does not agree. <i>Pro Forma</i> Contract section A.14.a. states that” The Contractor shall cooperate fully with audits the State <u>may conduct related to any aspect of the Program the State deems appropriate.</u> ”
Pro Forma Contract A. 14 Audits and Quality Assurance	44.	Please confirm all audits are subject to Contractor’s security and confidentiality policies.	The State does not agree.
Pro Forma Contract, A.14. Audits and	45.	Is the State of TN open to discussing the application of the selected Contractor’s	The State does not agree.

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Quality Assurance		confidentiality, privacy and security policies to audits?	
Contract C. Payment Terms and Conditions, C.3.b	46.	<p>RFP States: The premium rates are NOT contingent upon the State maintaining a minimum number of insured Members. The State, at its sole discretion as the employer, may elect to pay a portion of the monthly premiums for active central state government and state higher education employees based on availability of appropriation funding.</p> <p>Bidder's Question: Please confirm there will be some assurance of payment since there is no guarantee of funding in this provision.</p>	<p>Payments are made for the satisfactory provision of goods and services for members enrolled in the DPPO insurance program. Currently for central state government and state higher education employees, fifty percent of the premiums are paid by the State with the other fifty percent deducted from employees' wages. Previously, one hundred percent of the premiums were collected from employees' wages. It's unlikely, but the State could revert to all premiums being paid by the employees.</p>
Contract C. Payment Terms and Conditions: C.3., d., e.	47.	<p>Bidder's Question: Is the State of TN able to confirm that the expense of mailing all state approved materials that required the Contractor to physically print and mail will be reimbursable by the state of TN?</p>	<p>No, this provision only applies to material not required by other sections of the contract.</p>
Pro Forma Contract D.5. Termination for Convenience	48.	<p>The RFP states: "The State may terminate this Contract for convenience without cause and for any reason."</p> <p>Bidder's Question: We would like to propose the following alternative language: "The State or the Contractor may terminate this Contract for convenience without cause and for any reason."</p>	<p>The State does not agree.</p>
Pro Forma Contract D.5. Termination for Convenience	49.	<p>The RFP states: "The State shall give the Contractor at least thirty (30) days written notice before the termination date."</p> <p>Bidder's Question: "30 days is not sufficient time to properly transition members and providers to a new Contractor. For the sake of ensuring minimal disruption to care and service, we would propose that each party provide the other party with 120 days written notice before the termination"</p>	<p>The State does not agree.</p>
Pro Forma Contract D.6. Termination for Cause	50.	<p>The RFP states: "If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods."</p>	

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		Bidder's Question: We would like to propose adding a notice period prior to the termination. Additionally, we propose allowing the Contractor to terminate the Contract for cause.	The State does not agree.
Pro Forma Contract D.17 Limitation of State's Liability	51.	The RFP states: "The State shall have no liability except as specifically provided in this Contract." Bidder's Question: "Is the State willing to be responsible for the acts, omissions, and breaches of its representatives?"	The State does not agree to this revision.
Pro Forma Contract D.19. Hold Harmless	52.	RFP states: "Indemnification and hold harmless should be limited to a third-party claim brought against the State." Bidder's Question: Is the State willing to clarify that the indemnification and hold harmless apply to third-party claims brought against the State regarding the program where the State is not at fault?	The State does not agree.
Pro Forma Contract D.20. HIPPA Compliance	53.	Please confirm Contractor is only responsible for credit protection/monitoring if required by applicable law.	HIPAA does not require offering credit monitoring or identity theft protection services to individuals impacted by a data breach. However, they are required to provide breach victims with information on how to mitigate risk and protect themselves from harm. The State requires our business associates to provide our members with credit monitoring in case of a breach of their protected health information.
Pro Forma Contract D.24. Force Majeure	54.	RFP States: "The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers, or business apart from this Contract is not a Force Majeure Event under this Contract. If any Force Majeure Event results in a delay in Contractor's performance longer than 48 hours, the State may immediately terminate the contract. These provisions are unreasonable." Bidder's Question: Is the State willing to include epidemic/pandemic, quarantine/isolation, and technology failure/breakdown as force majeure events? By the terms of the contract, these would only apply if they are beyond the reasonable control of the Party and would not apply to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the	The State agrees in part. See amendment item #6 below.

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		non-performing Party through the use of alternate sources, workaround plans or other means.	
Pro Forma Contract D.24. Force Majeure	55.	Please clarify that if a force majeure event impacting a representative, supplier, subcontractor, or customer that provides services for this contract precludes or delays performance under this contract, it would be a Force Majeure Event under this Contract	The State does not agree.
Pro Forma Contract D.32 Insurance	56.	We are public international company and cannot provide insurance coverage for specific plans or programs. Please confirm that in the event of a claim, it would be alternatively acceptable for Contractor to pay self-insure against all perils of liability where allowed by law and pay all sums that becomes legally obligated to pay.	It would be acceptable for Contractor to self-insure to meet some or all of the insurance requirements in D.32, but instead of a COI (and whenever a COI would be required) Contractor must "provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses."
Pro Forma Contract E.5. Liquidated Damages	57.	<p>RFP States: "If the Contractor fails to perform in accordance with any term or provision of this contract, only provides partial performance of any term or provision of the Contract, violates any warranty, or any act prohibited or restricted by the Contract occurs, ("Liquidated Damages Event"), the State may assess damages on Contractor ("Liquidated Damages")."</p> <p>Bidder's Question: Please confirm that the liquidated damages that could be assessed under the contract are set forth in ATTACHMENT B.</p>	<p>Correct, the damages tied to the performance of deliverables that have been designated as "liquidated damages" are set out in Attachment B. Attachment B does not include other potential fees/damages that may be assessed based on the deficiencies in KPIs outlined in Contract Attachment D.</p> <p>Additionally, as provided in E.5 of the proforma contract, the State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy</p>

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			available under this Contract or at law or equity.
Contract Attachment B, Liquidated Damages	58.	Is the state of TN open to the bidder proposing a penalty maximum payout, annually, across the totality of the liquidated damages?	The State does not agree.
Contract Attachment C Reporting Requirements	59.	Is the state of TN able to provide the number of ad hoc reports or report changes requested in the last 3 years?	There have been three ad hoc or report changes requested in the last 3 years.
Contract Attachment D, Service Level Agreement Scorecard, Table A, #6	60.	Contract SLA States: "The Contractor shall maintain a quarterly average rate of ninety-eight percent (98%) or higher within twenty- one (21) days for Claims Processing Turnaround as required in Contract Section A.11.n.3" Bidder's Question: Is the State of TN able to confirm if the "21 days" is calendar or business days? If the 21 days is calendar days, would the State of TN consider updating this this requirement to "21 business days"?	Twenty-one days refers to calendar days in this instance. Please see A.2.j for reference. The State does not agree to revise the language.
Contract Attachment D, tables A and B,	61.	Is the state of TN open to the bidder proposing a penalty maximum payout, annually, across the totality of the KPIs?	The State does not agree.
Pro Forma Contract, Attachment E Section 2. Obligations and Activities of Business Associate, 2.6; 2.7.1; 3.4	62.	Bidder's Question: An investigation is required to determine whether a security event or privacy incident may have resulted in an unauthorized use and disclosure or Breach of PHI, including unsecured PHI. Please confirm that the Contractor, its employees, agents, and subcontractors may have five (5) business days (or such reasonable time as may be required in the applicable subcontractor agreement) to report a confirmed unauthorized use, disclosure, or Breach of PHI or Unsecured PHI in violation of the Agreement and/or HIPAA.	Confirmed. Section 3.4 of Attachment E states that "Business associate shall require its employees, agents, and subcontractors to report to Business Associate within five (5) Business Days, and Security Incident (as that term is defined in 45 CFR § 164.304) of which it becomes aware.
Attachment E	63.	Does the state agree that with respect to fully insured dental we are a Covered Entity, as defined by HIPAA, and Attachment E. Business Associate Agreement is not appropriate or applicable?	The State does not agree. Vendors can be covered entities and business associates. The State requires all vendors to sign a BAA.

3. Delete RFP Attachment 6.2, Section D.2 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted). Renumber any subsequent sections as necessary.

	D.2.	Detail your annual network(s) growth or decline for CY 2021, 2022, and 2023 for unique (a) general dentists and (b) specialists.		15	
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	Network(s) Growth/Decline	TN Statewide Network(s)			National Network(s)		
		CY 2021	CY 2022	CY 2023	CY 2021	CY 2022	CY 2023
	Number of Unique General Dentists at beginning of CY						
	Number of Unique General Dentists at end of CY						
	Number of Unique Specialists at beginning of CY						
	Number of Unique Specialists at end of CY						

	D.3.	<p>Outside of Tennessee Network(s)</p> <ol style="list-style-type: none"> a. Describe how members will be able to access service when residing or traveling outside of Tennessee. b. Identify the current national network(s) outside of Tennessee you are proposing for this contract. Note: Respondents shall not bid an anticipated network or networks it plans to create for this contract. c. Provide, using the table below, the total number of current contracted unique individual (not locations) general dentists and specialists in your national network(s) outside of Tennessee that will be used for this contract. <table border="1" style="margin-left: 20px;"> <thead> <tr> <th># Unique Individuals:</th> <th>National Network(s)</th> </tr> </thead> <tbody> <tr> <td>General Dentists</td> <td></td> </tr> <tr> <td>Specialists</td> <td></td> </tr> </tbody> </table> <ol style="list-style-type: none"> d. How many members are served by each of these network(s)? e. Is the national network(s) outside of Tennessee to be used for this contract open to new providers? f. Are there any proposed provider recruitment efforts or areas you would target for network expansion if awarded this contract? g. Provide, using the table below, the total number of current contracted locations (“brick and mortar”) for network general dentists and network specialists currently in your proposed national network(s) that will be used for this contract. 	# Unique Individuals:	National Network(s)	General Dentists		Specialists		10	
# Unique Individuals:	National Network(s)									
General Dentists										
Specialists										

		<table border="1"> <tr> <td># Locations:</td> <td>National Network(s)</td> </tr> <tr> <td>General Dentists</td> <td></td> </tr> <tr> <td>Specialists</td> <td></td> </tr> </table> <p>NOTE: Tennessee has a small number of members who reside out of state (e.g., retirees, dependents who are students, and employees living in other states).</p>	# Locations:	National Network(s)	General Dentists		Specialists										
# Locations:	National Network(s)																
General Dentists																	
Specialists																	
	D.4.	<p>General Dentists Disruption Analysis: Using the provider listing in Appendix 7.7, and following the instructions within said appendix, indicate which General Dentists are in the currently established Tennessee and national network(s) to be used for this contract as of the response date. Note: the table below and table 2 in Appendix 7.7 must match.</p> <table border="1"> <thead> <tr> <th>Network Status</th> <th>Total</th> <th>% of Providers</th> <th>% of Claims</th> </tr> </thead> <tbody> <tr> <td>In-network (Y)</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Out-of-network (N)</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Network Status	Total	% of Providers	% of Claims	In-network (Y)				Out-of-network (N)					25	
Network Status	Total	% of Providers	% of Claims														
In-network (Y)																	
Out-of-network (N)																	
	D.5.	<p>Provider Quality:</p> <ul style="list-style-type: none"> a) Describe your credentialing and re-credentialing criteria and process for both network general and specialty dentists as required in RFP Attachment 6.6 – Pro Forma Contract Section A.3.d. b) Explain any review processes you have for monitoring the appointments and care provided by network providers. Include examples of recent reviews. 		5													
	D.6.	<p>Provider Communication:</p> <ul style="list-style-type: none"> a. What is the timing and content of your standard communication process with network providers for introduction of a new client? b. How do providers access enrollment information? 		5													
	D.7.	<p>Describe how your organization would enforce, through the Contractor’s contracts with network providers, compliance with all provisions of the DPPO Program, as required in Contract Section A.3.f.</p> <ul style="list-style-type: none"> a. In total, and b. Specifically, when a provider terminates participation in the network: <ul style="list-style-type: none"> 1. How do you provide for completion of treatment in process? 2. Do you currently provide for copies of dental records to the Members’ new dentist at no cost to either the employer or its DPPO Program Members? See pro forma section A.3.g 3. What is your current turnaround time for providing the patient records to the new dentist? 		5													
	D.8.	<p>Statewide Provider Network Accessibility Analysis:</p> <p>For the respondent’s currently established Tennessee statewide network(s) to be used for this contract, conduct and submit the Quest Analytics Provider Accessibility Analysis for your participating DPPO Provider (a) General Dentists and (b) Specialty Dentist in TENNESSEE ONLY, as required in Appendix 7.3 and using the State’s total eligibility population data for TENNESSEE ONLY provided in Appendix 7.2., TN Zip Code Counts. RFP 31786-00178, Appendix 7.2, shows total TN eligibility based upon the totals in tabs “Eligible Active Emp by ZIP Code” (107,795),</p>		5													

“Eligible Active Dep by ZIP Code” (92,009), “Enrolled Retire Emp by ZIP Code” (17,651), and “Enrolled Retire Dep by ZIP Code” (7,535) for a total of 224,989. Use “driving distance”, instead of “straight line distance”, for calculation of accessibility mileage.

DEFINITION: For the purpose of this analysis, “Network Provider” shall be defined as any General Or Specialty Dentist who is currently operating under a fully executed and in force contract with the Respondent, for participation as a Provider in the Respondent’s DPPO Program to be used for this contract.

Fill out two tables below based on the results of the Quest report provided as part of your technical response (refer to Appendices 7.2, 7.3, and 7.4). **NOTE: Respondents MUST use Appendix 7.2 for TN ZIP Code Classifications and the classifications listed (urban, suburban, rural). The ZIP code list and classifications must match in the Respondent’s report.**

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

a. General Dentists

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	224,989			
Urban	6,254			95% of members
Suburban	55,432			95% of members
Rural	163,303			95% of members

Eligible individuals are employees, retirees and their dependents. See Appendix 7.2.

b. Specialists				
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	224,989			
Urban	6,254			95% of members
Suburban	55,432			95% of members
Rural	163,303			90% of members

Eligible individuals are employees, retirees, and their dependents. See Appendix 7.2.

ZIP Code Class	*Avg. Distance to One (1) Specialist	Contract Requirement for Network Access Distance
All Eligible Individuals		
Urban		1 provider within 15 driving miles
Suburban		1 provider within 20 driving miles
Rural		1 provider within 25 driving miles

Eligible individuals are employees, retirees, and their dependents. See Appendix 7.2.

4. Delete *pro forma* contract Section A.4.f in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted). Renumber any subsequent sections as necessary.

f. The State shall perform an account satisfaction survey of the Contractor’s performance annually during the Term to determine the State’s satisfaction with the ongoing account team. Results shall be shared with the Contractor including the identification of any deficiencies. Unless otherwise approved In Writing by the State, the Contractor shall respond In Writing within fifteen (15) days of receiving the results with a corrective action plan as necessary to remedy any identified deficiencies.

5. Delete *pro forma* contract Section A.11.e in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted). Renumber any subsequent sections as necessary.

e. The Contractor shall respond to all inquiries In Writing from the State within two (2) Business Days after receipt of said inquiry. In cases where additional information to answer the State’s inquiry is required, the Contractor shall notify the State within one (1) Business Days as to when the response can be furnished to the State. For matters designated as urgent by the State, the Contractor shall provide a response to the State within four (4) hours during normal business hours on the same business day. During non-business hours, the Contractor shall provide a response to urgent matters to the State within twenty-four (24) hours on the next business day. Staff members, from the applicable business unit, with final decision-making authority shall provide responses. Said responses may be communicated through the account manager.

6. Delete *pro forma* contract Section D.24 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted). Renumber any subsequent sections as necessary.

D.24. Force Majeure. “Force Majeure Event” means pandemic/epidemic, fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor’s representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor’s performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

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

REVISED

REVISED Appendix 7.2 DPPO Enrollment and Premium History, Eligibility Counts, TN ZIP Codes

REVISED Appendix 7.6 DPPO Eligibility Criteria

REVISED Appendix 7.7 Disruption Analysis Instructions and Template

NEW

NEW Appendix 7.12 Historical Data DPPO Enrollment 2022-2024

NEW Appendix 7.13 Incumbent Experience Report Active

NEW Appendix 7.14 Incumbent Experience Report Retiree

NEW Appendix 7.15 Incumbent Paid Claims By Network

NEW Appendix 7.16 Incumbent Claims by Provider 2022-2024

8. Add RFP Attachment 6.2, Question A.11 in its entirety and renumber any subsequent sections as necessary (any sentence or paragraph containing revised or new text is highlighted).

	A.11	Provide a written attestation that if awarded the contract the Respondent 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.	
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9. Add RFP Attachment 6.2 Question A.12 in its entirety and renumber any subsequent sections as necessary (any sentence or paragraph containing revised or new text is highlighted).

	A.12	Submit a written confirmation that ALL examples and illustrations that the Respondent includes in its Technical Proposal constitute an offer to provide the same such service or product in Tennessee for the premiums that the Respondent bids in its Cost Proposal UNLESS the Respondent prominently explicitly states in bolded, capital letters beside each separate, excepted example that "THIS SPECIFIC EXAMPLE IS FOR ILLUSTRATION PURPOSES ONLY AND WILL NOT BE PROVIDED TO THE STATE UNDER THIS CONTRACT FOR THE ALL-INCLUSIVE PREMIUMS BID IN THIS RFP."	
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10. Delete RFP #31786-00178 in its entirety, and replace with RFP #31786-00178, 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.