



STATE OF TENNESSEE  
DEPARTMENT OF FINANCE & ADMINISTRATION, BENEFITS ADMINISTRATION

**REQUEST FOR PROPOSALS #31786-00184  
AMENDMENT #TWO  
FOR THIRD PARTY ADMINISTRATOR SERVICES FOR  
A VARIABLE COPAY BENEFIT PLAN DESIGN**

DATE: December 18, 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		October 16, 2024
2. Disability Accommodation Request Deadline	2:00 p.m.	October 22, 2024
3. Pre-response Conference	1:00 p.m.	October 23, 2024
4. Notice of Intent to Respond Deadline	2:00 p.m.	October 24, 2024
5. Written "Questions & Comments" Deadline <b>*NOTE: Submit written questions and comments on Appendix 7.21 the written questions and comments template.</b>	2:00 p.m.	October 31, 2024
6. State Response to Written "Questions & Comments"		November 15, 2024
7. Written "Questions & Comments" Deadline ROUND 2 <b>*NOTE: Respondents may submit no more than five (5) questions to the State in the 2nd round of Written Questions and Comments.</b>	2:00 p.m.	December 4, 2024
8. State Response to Written "Questions & Comments" ROUND 2	2:00 p.m.	<b>December 18, 2024</b>
9. Response Deadline	2:00 p.m.	January 10, 2025
10. State Completion of Technical Response Evaluations		February 4, 2025
11. State Schedules Respondent Oral Presentations		February 6-7, 2025
12. Respondent Oral Presentations	9 a.m. - 3:30 p.m.	February 18-20, 2025
13. State Opening & Scoring of Cost Proposals	2:00 p.m.	February 21, 2025
14. Negotiations		February 27-March 3, 2025

15. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	March 27, 2025
16. End of Protest Period		April 3, 2025
17. State sends contract to Contractor for signature		April 4, 2025
18. Contractor Signature Deadline	2:00 p.m.	April 11, 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. The contractual language requirements around tiering all providers, does not adhere to how the product operates within all provider groups and our services. If all providers need to be tiered, we would be out of compliance with the States contract language. Can this language be removed in its entirety so that the product can work appropriately and still be in compliance?	<p>There is no contract language requiring the “tiering” of providers, therefore, the State does not agree to remove existing contract language.</p> <p>Please refer to <i>Pro Forma</i> Contract sections A.1.d., A.1.e., A.1.f., and the definition in A.2.aaaa as these sections reflect the State’s intent.</p> <p>The question is not specific enough for the State to directly respond to concerns regarding specific contract language.</p>
	2. The state’s current contract language requires that no sub vendors be utilized in delivering this copay product. Because of the unique nature of this copay product, it requires us to utilize our vendor partner to administer critical portions of this concept. Would you allow us to utilize 2 separate ASA contracts to accommodate this unique approach or utilize our vendor’s contract within an addendum?	<p>Respondents are permitted to use subcontractors to deliver services in this contract. Please note RFP, Section B.12.</p> <p>The State does not agree to utilize an ASA contract. The State intends to sign the pro forma contract included in the RFP, Attachment 6.6.</p>
	3. While we have worked to rectify the contract conflicts with how the product works, because this a cutting edge product, does not fit within the scope of a traditional plan design and or some of the processes you have highlighted and are requesting. As a result, much of the contract language the state is using is not consistent or appropriate with the product design. Would the state allow us to incorporate our contract language while still adhering to their critical performance language or other critical language as determined by the state and agreed upon by both parties?	<p>The State does not agree. The State intends to sign the <i>Pro Forma</i> Contract included in RFP Attachment 6.6. Any proposed changes to specific contract language must have been submitted during the two rounds of questions and answers.</p>
	4. As a TPA, we feel this requirement doesn’t apply; however, NCQA accredits all of our health plans under the accreditation for health plan standards. It involves review of our wellness, care, disease and utilization	<p>The requirement of NCQA accreditation is for the TPA as a health plan and not a requirement that this specific product or plan design be separately accredited.</p>

RFP SECTION		QUESTION / COMMENT	STATE RESPONSE
		management programs. However, we do not have separate accreditation for these programs. Is this acceptable to move forward?	
	5.	As a TPA, we are licensed in all states requiring third party administrator (TPA) licensing and follow all applicable laws for each state in which we conduct business, as such we would not have a Certificate of Insurance. Is this acceptable to move forward in lieu of The State's requirement the awarded Contractor to provide a Certificate of Insurance?	The State does not agree to waive requirements 4.6 of the RFP or D.32 of the <i>Pro Forma</i> Contract, as this is standard in all of our contracts.
General Qualifications & Experience B.16	6.	Since they were not scored, will client submitted reference forms from RFP #31786-00177 be accepted or will our clients be required to submit them again?	New references must be submitted for this RFP. The requirements in RFP #31786-00184, Section B.16 and the questionnaire are different than the requirements in RFP 31786-00177.
Cost Proposal Medical Cost Savings Guarantee MEDICAL SAVINGS GUARANTEE PROVISIONS	7.	Reconciling the savings guarantee - Savings will be measured using allowed amounts for incurred in-network claims from the Base Period (Jan-2025 - Dec-2025) to the Guarantee Period (Jan-2026 - Dec-2026).  Will the average 2025 broad network allowed amounts of the State of Tennessee's 3 incumbents(2 medical, 1 behavioral) be utilized to determine the 2025 Base Period?	No. The incumbent's performance will not be utilized to establish the base period. The Respondent's performance will be used to establish the base period.  The State has updated language in the cost proposal. Please see Amendment item #4.

3. Delete RFP the introductory information of Contract Attachment E, HIPAA BAA Associate Agreement 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.

Contract Attachment E

### HIPAA BUSINESS ASSOCIATE AGREEMENT COMPLIANCE WITH PRIVACY AND SECURITY RULES

THIS BUSINESS ASSOCIATE AGREEMENT (hereinafter "Agreement") is between **The State of Tennessee, Finance and Administration, Division of Benefits Administration** (hereinafter "Covered Entity") and \_\_\_\_\_ (hereinafter "Business Associate"). Covered Entity and Business Associate may be referred to herein individually as "Party" or collectively as "Parties."

#### BACKGROUND

Parties acknowledge that they are subject to the Privacy and Security Rules (45 CFR Parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191 as amended by Public Law 111-5, Division A, Title XIII (the HITECH Act), in certain aspects of its operations.

Business Associate provides services to Covered Entity pursuant to one or more contractual relationships detailed below and hereinafter referred to as "Service Contracts."

**LIST OF AGREEMENTS AFFECTED BY THIS BUSINESS ASSOCIATE AGREEMENT:**

**Contract Name:**

**Execution Date:**

**Third Party Administrator Services for a Variable Copay Benefit Plan Design**

**April 1, 2024**

In the course of executing Service Contracts, Business Associate may come into contact with, use, or disclose Protected Health Information (“PHI”). Said Service Contract(s) are hereby incorporated by reference and shall be taken and considered as a part of this document the same as if fully set out herein.

In accordance with the federal privacy and security regulations set forth at 45 C.F.R. Part 160 and Part 164, Subparts A, C, D and E, which require Covered Entity to have a written memorandum with each of its Business Associates, the Parties wish to establish satisfactory assurances that Business Associate will appropriately safeguard PHI and, therefore, make this Agreement.

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

- **Cost Proposal & Scoring Guide REVISED**

5. **Delete RFP #31786-00184 Release #2 in its entirety, and replace with RFP #31786-00184, Release #3.** Revisions of the original RFP document are emphasized within the new release. **Any sentence or paragraph containing revised or new text is highlighted.**
6. **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.