



STATE OF TENNESSEE
Department of Finance and Administration, Division of TennCare
REQUEST FOR PROPOSAL # 31865-00633
AMENDMENT #5 FOR FISCAL EMPLOYER AGENT

DATE: January 10, 2023

RFP # 31865-00633 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 20, 2022
2. Disability Accommodation Request Deadline	2:00 p.m.	September 23, 2022
3. Pre-response Conference	1:00 p.m.	October 3, 2022
4. Notice of Intent to Respond Deadline	2:00 p.m.	October 5, 2022
5. Written "Questions & Comments" Deadline	2:00 p.m.	October 20, 2022
6. State Response to Written "Questions & Comments"		December 1, 2022
7. Written "Questions & Comments" Deadline (Round 2)	2:00 p.m.	December 15, 2022
8. State Response to Written "Questions & Comments" (Round 2)		December 28, 2022
9. Response Deadline	2:00 p.m.	January 20, 2023
10. State Completion of Technical Response Evaluations		February 14, 2023
11. State Opening & Scoring of Cost Proposals	2:00 p.m.	February 15, 2023
12. Negotiations (optional)		February 16, 2023, through February 17, 2023
13. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection		March 2, 2023
14. End of Open File Period		March 9, 2023
15. State sends contract to Contractor for signature		March 10, 2023
16. Contractor Signature Deadline		March 20, 2023

2. Delete RFP Attachment 6.3 in its entirety and insert the following in its place (any sentence of paragraph containing revised or new text is highlighted):

RFP ATTACHMENT 6.3.

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE— The Cost Proposal, detailed below, shall indicate the proposed price for goods or services defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract and for the entire contract period. The Cost Proposal shall remain valid for at least one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

NOTICE: The Evaluation Factor associated with each cost item is for evaluation purposes only. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Respondent.

Notwithstanding the cost items herein, pursuant to the second paragraph of the *Pro Forma* Contract section C.1. (refer to RFP Attachment 6.6.), "The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract."

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the Respondent to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to legally bind the Respondent.

RESPONDENT SIGNATURE:			
PRINTED NAME & TITLE:			
DATE:			
RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
July 1, 2023 – June 30, 2026			
Financial Administration	\$ _____ Per Member/Per Month	207,000	
Supports Brokerage	\$ _____ Per Member/Per Month	207,000	
Set-Up for New Consumer Direction Participant	\$ _____ /Per Member	2,000	

RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Set-Up for New Consumer Directed Worker	\$ _____ /Per Worker	6,000	
July 1, 2026 to June, 2028			
Financial Administration	\$ _____ Per Member/Per Month	138,000	
Supports Brokerage	\$ _____ Per Member/Per Month	138,000	
Set-Up for New Consumer Direction Participant	\$ _____ /Per Member	1,200	
Set-Up for New Consumer Directed Worker	\$ _____ /Per Worker	3,600	
EVALUATION COST AMOUNT (sum of evaluation costs above): The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
lowest evaluation cost amount from all proposals		x 30 (maximum section score)	= SCORE:
evaluation cost amount being evaluated			
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			

3. Delete Pro Forma Section C.3, of RFP Attachment 6.6 in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

- C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C. 1.
- a. The Contractor’s compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
 - b. The period beginning April 1, 2023 through June 30, 2023 shall be an uncompensated transition period whereby payments for services begin on July 1, 2023.
 - c. The Contractor shall be compensated based upon the following payment methodology:

July 1, 2023 through June 30, 2026	
Cost Item Description	Amount (per compensable increment)

* Financial Administration	\$ _____ Per Member/Per Month
* Supports Brokerage	\$ _____ Per Member/Per Month
Set-Up for New Consumer Direction Participant	\$ _____/Per Member
Set-Up for New Consumer Directed Worker	\$ _____/Per Worker
July 1, 2026 through June 30, 2028 (Option Years 1 and 2)	
Cost Item Description	Amount (per compensable increment)
* Financial Administration	\$ _____ Per Member/Per Month
* Supports Brokerage	\$ _____ Per Member/Per Month
Set-Up for New Consumer Direction Participant	\$ _____/Per Member
Set-Up for New Consumer Directed Worker	\$ _____/Per Worker

*The Per Member per Month (PMPM) payment shall be based only on Members enrolled in Consumer Direction of HCBS, defined as the number of CHOICES, ECF CHOICES, or Katie Beckett Part A Members with an active authorization for Consumer Direction services who are receiving Consumer-Directed services, or the number of 1915(c) Waiver Program or Katie Beckett Part B Members with an active authorization for Self-Direction services who are receiving Self-Directed services.

*The Per Member per Month (PMPM) supports brokerage payments shall not be paid for Members receiving only reimbursed services that do not require ongoing supports brokerage functions, such as Vehicle Modification or Premium Assistance reimbursements for Katie Beckett members and Community Transportation reimbursements for ECF CHOICES with no other consumer-directed services. Reimbursement only services shall be billed as PMPM Financial Administration rates for each month a reimbursement service is utilized.

The set-up fee covers all applicable costs for processing paperwork, completing training, etc., for new CHOICES Members (including persons specified by TennCare who are not enrolled in CHOICES, but who may qualify for CHOICES only through receipt of Consumer-Directed services), ECF CHOICES Members, Katie Beckett Part A Members, 1915(c) Waiver Program and Katie Beckett Part B Members, Representatives and their identified Workers, including background checks. These fees may be billed only upon completion of all tasks associated with Member or Worker enrollment, and shall not be billed when a Member withdraws from Consumer Direction or Self Direction prior to completion of these tasks, and/or when a Worker decides not to proceed with employment prior to completion of these tasks, or is determined to not qualify for employment. Except for lapses in employment of a Worker, which warrant a new background check as specified in Section A.30 above, the fee shall be applicable only once per lifetime for each Member/Representative, and/or Worker, even if the Worker is employed by multiple Members/Representatives and regardless of any lapses in the Member's participation in Consumer Direction or Self Direction. Set-up fees for New Consumer Direction or Self-Direction Referral and for New Workers shall not be paid to the Contractor for Members already enrolled in Consumer Direction or Self-Direction and transitioned to the Contractor at implementation of this Contract, or for the Workers already employed to provide services.

4. **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.

EXHIBIT A

LETTER OF UNLIMITED GUARANTY BY _____ TO _____, RELATED TO
STATE OF TENNESSEE RFP # _____.

This letter shall serve as notification to _____, that _____, in consideration of _____, a wholly-owned subsidiary, responding to the State of Tennessee Request for Proposal # _____ to be considered for an award as a Primary Contractor, does hereby fully and unconditionally guarantee any and all of _____ performance obligations under the resulting contract should _____ be awarded a contract by the State of Tennessee, Department or Division. This Guaranty shall be continuing, unconditional and is irrevocable, without maximum limits on _____ financial support or resulting obligations. This Guaranty shall remain in full force and effect for the entirety of the time in which _____ is contracted with the State of Tennessee in relation to this proposal and contract.

EXECUTED to be effective as of the ___ day of _____, 202_

GUARANTOR:

_____ CORPORATION

Name: _____

Title: _____