



STATE OF TENNESSEE  
 Department of Finance and Administration  
 Division of Health Care Finance and Administration

**REQUEST FOR PROPOSALS # 31865-00451**

**AMENDMENT # 2**

**PRE-ADMISSION SCREENING AND RESIDENT REVIEW**

**DATE: April 18, 2016**

**RFP # 31865-00451 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	CONFIRMED/ UPDATED
1. RFP Issued		March 22, 2016	CONFIRMED
2. Disability Accommodation Request Deadline	2:00 p.m.	March 28, 2016	CONFIRMED
3. Pre-response Conference	2:00 p.m.	March 31, 2016	CONFIRMED
4. Notice of Intent to Respond Deadline	2:00 p.m.	April 1, 2016	CONFIRMED
5. Written "Questions & Comments" Deadline	2:00 p.m.	April 5, 2016	CONFIRMED
6. State Response to Written "Questions & Comments"		April 18, 2016	CONFIRMED
7. Response Deadline	12:00 p.m.	April 27, 2016	UPDATED
8. State Completion of Technical Response Evaluations		May 10, 2016	CONFIRMED
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	May 11, 2016	CONFIRMED
10. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	May 12, 2016	CONFIRMED
11. End of Open File Period		May 19, 2016	CONFIRMED
12. State sends contract to Contractor for signature		May 20, 2016	CONFIRMED
13. Contractor Signature Deadline	2:00 p.m.	May 24, 2016	CONFIRMED
14. Contract Start Date		June 1, 2016	CONFIRMED

**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.

QUESTION / COMMENT	STATE RESPONSE
<p>1 p. 4, RFP Section 1.7 Will the State provide a summary of the Pre-response conference, including attendees?</p>	<p>This was an optional meeting and no minutes were taken. A list of attendees is available.</p>
<p>2 p. 22, RFP Section B.13 Given non-incumbent vendors may not have a complete roster of personnel prior to the contract, will the State accept job descriptions in lieu of resumes?</p>	<p>The State will accept a job description, a listing of job responsibilities and required qualifications in lieu of a roster when staff has not been hired.</p>
<p>3 p. 23, RFP Section B Do any elements in Section B receive more weighting than other elements?</p>	<p>Section B has a total score of 30 points. It is up to the individual evaluator to determine the weighting of the these individual elements of Section B to be consistently applied to all responses.</p> <p><i>Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications &amp; Experience Items.</i></p>
<p>4 p. 29, RFP Cost Proposal &amp; Scoring Guide Given that the Evaluation Factor does not necessarily represent volume, can the State provide an estimate of the volume of SIS interviews on a monthly basis?</p>	<p>The State estimates 200 SIS assessments monthly for current HCBS ID Waiver program participants, about 16 SIS assessments monthly for ECF CHOICES applicants and about 2 SIS reassessment for ECF CHOICES enrollees.</p> <p>Please refer to Item #3 of this amendment for amended RFP Attachment 6.3, Cost Proposal and Scoring Guide.</p>
<p>5 p. 29, RFP Cost Proposal &amp; Scoring Guide Please confirm or correct that responses should include all IRR and quality assurance, etc., including travel costs, in the single SIS Assessment cost cell.</p>	<p>Confirmed.</p>
<p>6 p. 39, <i>Pro Forma</i> Contract Section A.5 How many PASRR Level II face to face evaluations were completed for MI in 2014 and in 2015?</p>	<p>Approximately 9,613 PASRR Level II face to face evaluations were completed for MI in 2014.</p> <p>Approximately 12,486 PASRR Level II face to face evaluations were completed for MI in 2015.</p>
<p>7 p. 39, <i>Pro Forma</i> Contract Section A.5 How many PASRR Level II face to face evaluations were completed for ID/DD/RC in 2014 and in 2015?</p>	<p>Approximately 487 PASRR Level II face to face evaluations were completed for ID/DD/RC in 2014.</p> <p>Approximately 494 PASRR Level II face to face evaluations were completed for ID/DD/RC in 2015</p>

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8 p. 38, <i>Pro Forma</i> Contract Section A.5 How are individuals within the current PASRR population currently tracked when transferring from one NF to another?	A Medicaid member's NF transfer is tracked by the assigned MCO.
9 p. 39, <i>Pro Forma</i> Contract Section A.5 How many expedited Level II evaluations were conducted in 2014 and in 2015?	Approximately 3 MI and 2 ID/DD/RC expedited Level II evaluations were conducted in 2014. Approximately 5 MI and 2 ID/DD/RC expedited Level II evaluations were conducted in 2015.
10 pp. 38-39, <i>Pro Forma</i> Contract Section A.5 How many change of status reviews were completed in 2014 and in 2015? Of these, how many resulted in face to face evaluations?	Approximately 928 MI and 3 ID/DD/RC change of status reviews were completed in 2014. Of those 928 resulted on a face to face evaluation. Approximately 849 MI and 0 ID/DD/RC change of status reviews were completed in 2015. Of those 849 resulted on a face to face evaluation.
11 p. 39, <i>Pro Forma</i> Contract Section A.5 How many referrals resulted in categorical determinations in 2014 and in 2015?	Approximately 4,265 referrals resulted in categorical determinations in 2014. Approximately 6,268 referrals resulted in categorical determinations in 2015.
12 p. 39, <i>Pro Forma</i> Contract Section A.5 How many Exemptions were completed in 2014 and in 2015?	Approximately 3,310 exemptions were completed in 2014. Approximately 3,449 exemptions were completed in 2015.
13 p. 38, <i>Pro Forma</i> Contract Section A.5(d) Is there an existing template/system requirements that will be provided by the State as to what is acceptable to pass this over electronically?	This will be passed over using the State's TPAES/T-MED system. Contractor users will gain security access to the web based system and will upload the attachment.
14 p. 39, <i>Pro Forma</i> Contract Section A.6 How many document based reviews were completed in 2014 and in 2015?	Document based reviews were not tracked separately from categorical determinations and exemptions.
15 p. 39, <i>Pro Forma</i> Contract Section A.6(a) What is the process for State referrals for Level 2 reviews? How are they communicated by the State and using what form or systems?	This will be passed over using the State's TPAES/T-MED system. Contractor users will gain security access to the web based system and the referral will be sent to the Contractor's work queue within TPAES/T-MED.
16 p. 39, <i>Pro Forma</i> Contract Section A.7 What is the State's expectation regarding outreach efforts to include additional parties in the evaluation? How many calls must be made to those parties to demonstrate "efforts?" Is any other outreach required besides phone calls?	Scheduling invitation attempts to caregivers and a legal guardian should include 3 outreach attempts by phone during both AM and PM times of the day. Phone calls are the only outreach required. Please refer to Item #15 of this amendment.
17 p. 40, <i>Pro Forma</i> Contract Section A.7(d)(5) What is the process and timeline for a report	Reports not approved and therefore requiring revision must be responded to immediately and must include action for remedy. A timeline for

QUESTION / COMMENT	STATE RESPONSE
which is not approved?	completion based on the specific deficiency must be agreeable to DIDD/DMHSAS as applicable.
18 p. 42, <i>Pro Forma</i> Contract Section A.11 Can the quality monitoring staff also be the clinicians who develop the summary report?	The quality monitoring staff shall not be the clinician developing the summary report.
19 pp. 44-45, <i>Pro Forma</i> Contract Sections A.13 and A.14 These two Contract sections seem to assume that the Contractor's system does not provide the functionality described here. If the system proposed currently meets most or all of the requirements, can the State provide guidance on how it anticipates the State and Contractor will participate on configuration?	The state expects to work with the contractor to ensure the needs and goals of the State as described in A.13 are met.
20 pp. 39 & 45, <i>Pro Forma</i> Contract Sections A.6 and A.14 Will the Contractor's system be required to house all Level I screens, and will the Contractor review all Level I screens or only those referred for Level II Evaluations?	All Level I screens will be housed in the State's system until PASRR redesign occurs (targeted effective date December 1, 2016). Once PASRR redesign is complete, all Level I screens will be received and housed in the Contractor's system.
21 p. 44, <i>Pro Forma</i> Contract Section A.13(g) Can the State be more specific about what this coordination entails, and how time is required to do it on a monthly basis?	Coordination includes sharing with the MCO the list of specialized services and supports needed as identified through the Level II process. It may also include feedback from the MCO related to the recommended specialized services and the actual services authorized to ensure an individual's needs are appropriately met. The time it takes to perform this task is dependent upon system use and workflow efficiencies.
22 p. 44, <i>Pro Forma</i> Contract Section A.12 Can the State approximate how time is required to fulfill this responsibility on a monthly basis?	This depends on ease of use and understanding of the contractor's system and on how thoroughly the Contractor engages and trains users.
23 p. 45, <i>Pro Forma</i> Contract Section A.15  Would the state be willing to allow the vendor to begin the automated Level I process prior to December 1, 2016?	Yes
24 p. 46, <i>Pro Forma</i> Contract Section A.16(d) Can the State elaborate on methods contemplated to ensure success?	Section A.16(d) refers to continued success. The State anticipates that continual user education and engagement and continual process improvement will promote accurate submissions and continued success.
25 p. 47, <i>Pro Forma</i> Contract Section A.16(g)(1) Can the State explain what is meant by "allow" in this requirement? Is contractor required to provide notification to the	The contractor must have a mechanism in place to allow these entities to notify DMHSAS or DIDD when there is a significant change of status.

QUESTION / COMMENT	STATE RESPONSE
referenced entities?	
<p>26 p. 49, <i>Pro Forma</i> Contract Section A.22</p> <p>Would it be possible for AAIDD to provide standard costs for training and approval of IRR procedures, since it seems desirable that training and IRR be standard and consistent with AAIDD requirements?</p>	<p>Standard cost information for AAIDD is not available to the State.</p>
<p>27 pp. 50-51, <i>Pro Forma</i> Contract Section A.24</p> <p>Can the T-MED system be accessed remotely? Please provide technical specifications for connectivity.</p>	<p>Yes, it is a web based application.</p>
<p>28 pp. 50-51, <i>Pro Forma</i> Contract Section A.24</p> <p>Does the State have an estimate of the time required for entry into T-MED?</p>	<p>On average, 10-15 minutes per case.</p>
<p>29 pp. 50-51, <i>Pro Forma</i> Contract Section A.24</p> <p>Please identify the data not available in the T-MED system. Should the Contractor expect to maintain a parallel data system and enter data required by this section into a second system for reporting purposes?</p>	<p>Internal contractor functions are not housed in T-MED, including scheduling processes and documentation and evaluation documentation.</p>
<p>30 p. 51, <i>Pro Forma</i> Contract Section A.26</p> <p>Would the State consider similar experience in conducting person-centered assessments for ID/DD in lieu of the full two years' experience with SIS?</p>	<p>No</p>
<p>31 p. 52, <i>Pro Forma</i> Contract Section A.27(a)</p> <p>Can the State provide information about the time required to conduct these audits?</p>	<p>The time it may take depends on AAIDD processes and requirements as well as efficiencies built into the contractor's system and processes.</p>
<p>32 p. 54, <i>Pro Forma</i> Contract Section A.32</p> <p>Is this CM process currently in place? If so, can State provide volume of CMs for available time period, 2015 if possible?</p>	<p>No. The current contracts are not TennCare contracts and this process is not in current contracts.</p> <p>Please refer to Item #5 of this amendment for modified A.32.</p>
<p>33 p. 54, <i>Pro Forma</i> Contract Section A.32(a)(1-2)</p> <p>Can the State provide information on volume of ORRs and CDs for 2015?</p>	<p>Please refer to State's response to questions #32.</p>

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<p>34 p. 56, <i>Pro Forma</i> Contract Section C.3</p> <p>How many SIS Assessments were completed in 2014 and in 2015?</p>	<p>Approximately 2500 SIS assessments were completed in 2014.</p> <p>Approximately 2500 SIS assessments were completed in 2015.</p>
<p>35 p. 56, <i>Pro Forma</i> Contract Section C.3</p> <p>How many Level I screenings were completed without clinical review in 2014 and in 2015?</p>	<p>Approximately 46,568 Level I screenings without clinical review were completed in 2014.</p> <p>Approximately 41,386 Level I screenings without clinical review were completed in 2015.</p>
<p>36 p. 56, <i>Pro Forma</i> Contract Section C.3</p> <p>How many Level I screenings were completed with clinical review in 2014 and in 2015?</p>	<p>Approximately 7,575 Level I screenings with clinical review were completed in 2014.</p> <p>Approximately 9,717 Level I screenings with clinical review were completed in 2015.</p>
<p>37 p. 84, <i>Pro Forma</i> Contract Attachment B, Program Issues #3</p> <p>Please clarify if this item relates to a failure to execute agreements in general, in which case it would seem to apply to all members, or only when the Contractor releases information, in which case it would apply to the member whose PHI was released.</p>	<p>The amount listed is per affected member. The requirement is that a contractor has the appropriate agreements in place prior to using or sharing enrollee information. If they fail to have the agreements in place, then the damages are per enrollee whose information was used or shared.</p>
<p>38 p. 29, RFP Attachment 6.3 Cost Proposal</p> <p>Can the State please provide estimated and/or historical annual volumes for PASRR Level I Screening-without Clinical Review?</p>	<p>Please refer to State's response to question #35.</p>
<p>39 p. 29, RFP Attachment 6.3 Cost Proposal</p> <p>Can the State please provide estimated and/or historical annual volumes for PASRR Level I Screening- with Clinical Review?</p>	<p>Please refer to State's response to question #36.</p>
<p>40 p. 29, RFP Attachment 6.3 Cost Proposal</p> <p>Can the State please provide estimated and/or historical annual volumes for PASRR Level I Screening- Out of State Paper Submission?</p>	<p>Approximately 16 PASRR Level I Screening- Out of State Paper Submissions were received in 2015.</p> <p>Please refer to Item #3 of this amendment for amended RFP Attachment 6.3, Cost Proposal and Scoring Guide.</p>
<p>41 p. 29, RFP Attachment 6.3 Cost Proposal</p> <p>Can the State please provide estimated and/or historical annual volumes for PASRR Level II Evaluation?</p>	<p>Please refer to State's response to question #6 and question #7.</p> <p>Please refer to Item #3 of this amendment for amended RFP Attachment 6.3, Cost Proposal and Scoring Guide.</p>
<p>42 p. 30, RFP Attachment 6.3 Cost Proposal</p> <p>Can the State please provide estimated and/or historical annual volumes for Expedited PASRR Level II Evaluation?</p>	<p>Please refer to State's response to question #9.</p> <p>Please refer to Item #3 of this amendment for amended RFP Attachment 6.3, Cost Proposal and Scoring Guide.</p>

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<p>43 p. 30, RFP Attachment 6.3 Cost Proposal</p> <p>Can the State please provide estimated and/or historical annual volumes for PASRR Change of Status Review?</p>	<p>Please refer to State's response to question #10.</p>
<p>44 p. 30, RFP Attachment 6.3 Cost Proposal</p> <p>Can the State please provide estimated and/or historical annual volumes for PASRR Document Based Review?</p>	<p>Please refer to State's response to question #14.</p>
<p>45 p. 30, RFP Attachment 6.3 Cost Proposal</p> <p>Can the State please provide estimated and/or historical annual volumes for Supports Intensity Scale (SIS) Assessment?</p>	<p>Please refer to State's response to question #34.</p> <p>Please refer to Item #3 of this amendment for amended RFP Attachment 6.3, Cost Proposal and Scoring Guide.</p>
<p>46 p. 19, RFP Attachment 6.2 Section A</p> <p>Is a D&amp;B report acceptable in place of an accredited credit bureau report?</p>	<p>Yes.</p>
<p>47 pp. 29-30, RFP Attachment 6.3 Cost Proposal – Cost Proposal Volumes</p> <p>Do the cost proposal "evaluation factors" represent anticipated volumes?</p>	<p>Yes.</p> <p>Please refer to Item #3 of this amendment for amended RFP Attachment 6.3, Cost Proposal and Scoring Guide.</p>
<p>48 pp. 29-30, RFP Attachment 6.3 Cost Proposal – Cost Proposal Volumes</p> <p>The volumes of Level II referrals for the first 6 months of the contract will likely mirror historical volumes, as referrals will continue to be generated by the state using the same processes. However, the Department may expect the volume of Level II referrals to change when the vendor's Level I solution is implemented in December. This would impact the volumes vendors must plan for in the second half of the first year and for each subsequent contract year.</p> <p>Please provide the Level II volume the Department expects for each timeframe:</p> <ul style="list-style-type: none"> <li>• From July to December 2016,</li> <li>• From January to July 2017, and</li> <li>• For each subsequent contract year.</li> </ul>	<p>We hope to reduce the Level II volume by 10% in CY 2017 and by an additional 3% each subsequent year.</p>
<p>49 pp. 29-30, RFP Attachment 6.3 Cost Proposal – Cost Proposal Volumes</p> <p>The volume estimate of 2,500 status changes per year appears to be over twice the volume that historical trends would suggest.</p> <p>Does the Department anticipate that program, process or other changes will increase the volume of status changes completed each year over historical volumes?</p>	<p>Yes, currently there is no availability of electronic change of status requests. The State believes that once entities are better educated about when to request a Change of Status and there is an efficient way for the request to be made, this volume is expected to increase.</p>

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<p>50 p. 47, <i>Pro Forma</i> Contract Section A.16(g) – Status Changes</p> <p>Historically, to reduce the costs associated with faster evaluations, Tennessee PASRR has differentiated between urgent status change reviews and status change reviews that were necessary but not urgent.</p> <p>Will the Department consider creating two status change categories: 3-day turnaround status change, and a 5-day turnaround status change, with separate price points?</p>	<p>No.</p>
<p>51 pp. 29-30, RFP Attachment 6.3 Cost Proposal and <i>Pro Forma</i> Contract Section A.6(b-1) – Cost Proposal Category Level I Out of State Review</p> <p>RFP A.6(b-1) refers to rare circumstances when an Level II is permitted to be completed via desk reviews rather than face-to-face and uses the example of individuals who are out-of-state.</p> <p>The Cost Proposal requests a cost for (20) Out of State Level I screens. Did the Department intend to reference these out of state Level II evaluations in the Cost Proposal line item that is currently labeled “PASRR Level I Screening, out of state paper submission”?</p>	<p>Yes, this should read “PASRR Level II Screening, out of state paper submission”.</p> <p>Please refer to Item #3 of this amendment for amended RFP Attachment 6.3, Cost Proposal and Scoring Guide.</p>
<p>52 pp. 29-30, RFP Attachment 6.3 Cost Proposal - Cost Proposal Category IDD Evaluations Requiring IQ Testing</p> <p>Historically many states, to reduce costs, differentiate between IDD PASRR evaluations that required costly IQ testing and PASRR evaluations that do not. This is especially important in Tennessee, where DIDD requires IQ testing for over 80% of IDD Level II evaluations and where there is a shortage of psychologists and Senior Licensed Psychological Examiners are no longer being certified. The Cost Proposal currently does not differentiate PASRR evaluations that require IQ testing from PASRR evaluations that can be completed without IQ testing, though the costs and level of effort to conduct these evaluation types are significantly different.</p> <p>Would the Department consider incorporating an additional rate category or premium payment for evaluations that require IQ testing?</p>	<p>Yes. Please refer to Item #3 of this amendment for amended RFP Attachment 6.3, Cost Proposal and Scoring Guide.</p>

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<p>53 pp. 29-30, RFP Attachment 6.3 Cost Proposal - Cost Proposal Category IDD Evaluations Requiring IQ Testing and 3 Day Turnaround</p> <p>When a three-day (expedited) turnaround is combined with Tennessee’s historical shortage of IQ testers and with the need for IQ testers to meet the individual at the individual’s placement location rather than in an office, costs are high.</p> <p>Rather than having vendors inflate the costs for all IDD PASRRs or all IDD PASRRs which require IQ testing to cover these higher costs, would the Department consider a separate rate or a premium for 3-day PASRR evaluations?</p>	<p>The State anticipates the volume of 3 day assessments to be very low and will not be creating a separate rate.</p>
<p>54 pp. 29-30, 39, RFP Attachment 6.3 Cost Proposal and <i>Pro Forma</i> Contract Section A.8(a-2) and A.4 - Expedited Definition/Criteria</p> <p>What criteria will the Department use to warrant an expedited evaluation?</p>	<p>When it has been demonstrated that a person’s health or welfare is in jeopardy and an evaluation may serve to reduce or eliminate such risk, the State will request an expedited evaluation. Refer to modified Section A.7.c (10) in Item #9 of this amendment.</p>
<p>55 pp. 29-30, RFP Attachment 6.3 Cost Proposal – Partial Evaluations</p> <p>There are times when an onsite evaluation has been fully completed but the Summary of Findings has not yet been generated when an initiating provider withdraws the request for NF placement. Historically the MI and IDD PASRR contracts has incorporated a “partial rate” to compensate the vendor for the onsite evaluation that has been completed, although the Summary of Findings is not generated.</p> <p>Would the Department consider adding a “partial” rate to the Cost Proposal?</p>	<p>Yes. Please refer to Item #3 of this amendment for amended RFP Attachment 6.3, Cost Proposal and Scoring Guide.</p> <p>Refer to Item #4 of this amendment for amended RFP Attachment 6.6, Section A.7.c.(9).</p>
<p>56 pp. 29-30, 51 &amp; 53, RFP Attachment 6.3 Cost Proposal and <i>Pro Forma</i> Contract Sections A.25 and A.27.d – Cost Proposal SIS 5 versus 10 Day Evaluations</p> <p>The RFP specifies 5-day turnaround for SIS assessments on new applicants and 10 business days for reassessments and for validated outcomes. The costs of a 5 day versus 10 day SIS turnaround are quite different.</p> <p>To realize the cost savings for assessments with longer turnaround times, would the Department consider separating 5 and 10 day price points to enable a more precise budgeting/cost proposals?</p>	<p>The State has included a rate for within a 10 business day turnaround, but not a separate rate for 5 business day turnaround.</p> <p>Please refer to Item #3 of this amendment for amended RFP Attachment 6.3, Cost Proposal and Scoring Guide.</p>

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<p>57 pp. 29-30, 51 &amp; 53, RFP Attachment 6.3 Cost Proposal and <i>Pro Forma</i> Contract Sections A.25 and A.27.d – Cost Proposal SIS 5 Day Turnaround Estimated Volumes</p> <p>The RFP specifies 5 day turnaround for SIS assessments on new applicants and 10 business days for reassessments and for validated outcomes.</p> <p>a. Please estimate the volume of individuals in each year of the contract who are anticipated to be <u>new applicants</u> versus <u>reassessments</u>.</p> <p>b. Please estimate the volume of individuals transitioning to CHOICES waiver from DIDD waiver each year.</p>	<p>The State expects 200 new ECF CHOICES members in fiscal year 2017 and approximately 12 reassessments.</p> <p>Individuals transitioning from a current DIDD waiver to ECF CHOICES will be treated as a new ECF CHOICES applicant and will require a SIS assessment.</p>
<p>58 General – SIS Start Date</p> <p>Please confirm the Department intends the successful vendor to have fully trained, AAIDD certified SIS assessors ready to conduct SIS assessments by July 1<sup>st</sup>, (not September 1<sup>st</sup>) as was noted in the Bidder's Conference.</p>	<p>The State intends the contractor to have fully trained, AAIDD certified SIS assessors ready to conduct SIS assessments by September 1<sup>st</sup>.</p>
<p>59 p. 6, RFP Section 3.1.1.2 – Proposal Formatting</p> <p>This section specifies a 12 point font requirement. May smaller fonts be used in charts/graphs?</p>	<p>Yes.</p>
<p>60 General – Vendor's Proprietary and Confidential Information</p> <p>To be responsive to the RFP, some responses require information that is proprietary which, if released, poses unfair advantage to competitors.</p> <p>How are bidders to note confidential information in the proposal so that those specific contents will not be released to the public domain?</p>	<p>The State is not requesting any proprietary information be submitted in your response. All responses will become public information. Please refer to RFP Section 4.8.</p>
<p>61 General - Translators</p> <p>Foreign language and sign translators are significant costs due to high populations of persons requiring sign and other translation supports.</p> <p>Are the costs of translators to be factored into PASRR and SIS evaluation rates?</p>	<p>Yes. No additional costs other than those included in the Cost Proposal will be paid to the contractor.</p>
<p>62 p. 21, RFP Attachment 6.2, Section B.14 - Subcontractors vs. Independent Contractors</p>	<p>Any nonemployee of the Respondent or any entity utilized by the Respondent to meet the</p>

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<p>This section requires information about potential subcontractors. The Department of Labor does not include professionals who are <i>Independent Contractors</i> under its definition of <i>Subcontractors</i>.</p> <p>For the purposes of completing Section B.14 of Attachment 6.2, does the Department qualify DOL identified <i>independent contractors</i> as subcontractors?</p>	<p>Respondent's requirements under the contract awarded pursuant to this RFP is considered to be a subcontractor and subject to RFP <i>pro forma</i> Section D.7, Assignment and Subcontracting.</p>
<p>63 p. 21, RFP Attachment 6.2, Section B.16 - Vendor's Contracts with State of Tennessee</p> <p>This section requires a statement of the vendor's current contracts with the State of Tennessee.</p> <p>If the vendor is owned by another company that provides unrelated services not relevant to this RFP, are the parent company's contracts also to be reported in this section?</p>	<p>Yes.</p>
<p>64 p. 25, RFP Attachment 6.2, Section C.5</p> <p>Please clarify that this section is requiring the bidder to report both the vendor's <i>actual timeliness performance</i> as well as the contracts' timeliness requirements.</p>	<p>This section is requiring that respondent provides "actual averages of Timeliness/turnaround time with all current similar PASRR projects."</p>
<p>65 p. 45, <i>Pro Forma</i> Contract Section A.15 – PASRR LOC</p> <p>Will LOC decisions for PASRR-assessed individuals be made for individuals who use payer sources other than Medicaid?</p>	<p>Yes, for non-Medicaid individuals LOC may be different from the state's medical eligibility criteria for long term services and supports.</p>
<p>66 p. 44, <i>Pro Forma</i> Contract Section A.14 – PASRR Redesign Dates</p> <p>Will expedited evaluations and the Level of Care decision components go live in August or December?</p>	<p>September 1, 2016</p>
<p>67 pp. 38,41,46, <i>Pro Forma</i> Contract Sections A.5, A.8, A.16 – T-MED Requirements</p> <p>A.16 requires interconnection with T-MED for data exchange.</p> <p>a. What variables will be pushed to the vendor's system from T-MED at referral?</p> <p>b. What variables will be pushed to T-MED from the vendor's system?</p>	<p>a. None</p> <p>b. The individual's demographic information, NF name and address, PASRR outcomes, including a listing of specialized services recommended, any relevant documentation supporting or defining PASRR outcomes, including Summary of Findings Reports and demonstration of DMHSAS/DIDD's support of results.</p>
<p>68 pp. 38,41,46, <i>Pro Forma</i> Contract Sections A.5, A.8, A.16 – T-MED Requirements</p> <p>Will the vendor be required to push structured data only or will any unstructured data (e.g.,</p>	<p>Structured and unstructured data will be required.</p>

QUESTION / COMMENT	STATE RESPONSE
PDF documents such as Summary of Findings Reports or SIS Individual Results Reports) also be required to be transmitted to T-MED?	
69 pp. 38,41,46, <i>Pro Forma</i> Contract Sections A.5, A.8, A.16 – T-MED Requirements When is T-MED scheduled to Go Live?	October 14, 2016
70 pp. 38,41,46, <i>Pro Forma</i> Contract Sections A.5, A.8, A.16 – T-MED Requirements To assist the vendor to estimate IT costs associated with setting up routine data exchanges with T-MED, please describe data exchange format requirements for data exchange with T-MED.	The preferred communication protocol is SOAP. A custom web service would be developed to exchange data from the contractor's system to T-MED. We can accommodate any data structure that can be defined using an XML Schema Definition. We will store the data in the USP schema in Oracle which supports all the data types that can be defined in XML.
71 p. 44, <i>Pro Forma</i> Contract Section A.13.d – T-MED  When a system such as T-MED undergoes changes, often the requirements for communicating with it change, which could necessitate manual data entry, or cause delays or additional IT work for projects interacting with or sharing data with the systems being built.  Is T-MED expected to undergo any changes or phases that may impact the vendor's ability to connect with T-MED?	No
72 p. 47, <i>Pro Forma</i> Contract Section A.18.b.(1) – Vendor's PASRR Application  A.18.b.(1) states: Allow system users to submit a Level I PASRR screen 24 hours a day, 7 days a week.  Will the State allow for application down time for patching, updates, etc.? If so, please describe allowable down time.	Yes, this type of down time will be permitted but must occur during non-peak hours (typically overnight) and downtime should not exceed 8 hours. Advance notification of downtime should be provided to the State. Refer to Item #10 of this amendment for new language.
73 p. 48, <i>Pro Forma</i> Contract Section A.18.b.(16) – T-MED  A.18.b.(16) states: Ensure system is configurable with T-MED.  Can the State describe the meaning of "configurable" with T-MED?	That information can be pushed from the Contractor's system to T-MED
74 p. 48, <i>Pro Forma</i> Contract Section A.18.d – Vendor's PASRR Application  A.18.d states: The Contractor shall have technology available to allow for web based, statewide submission and processing of Change of status notifications 24 hours a day/7 days a week.	Yes, this type of down time will be permitted but must occur during non-peak hours (typically overnight) and downtime should not exceed 8 hours. Advance notification of downtime should be provided to the State.

QUESTION / COMMENT	STATE RESPONSE
<p>Will the State allow for application down time for patching, updates, etc.? If so, please describe allowable down time.</p>	
<p>75 p. 71, <i>Pro Forma</i> Contract Section E.21 et seq.– Data</p> <p>E.21 sets forth requirements for treating data received from the Social Security Administration.</p> <p>Will we have access to or be provided with data from the Social Security Administration? If yes, will the State designate which data is supplied by the SSA?</p>	<p>The state does not anticipate that this will occur.</p>
<p>76 p. 75, <i>Pro Forma</i> Contract Section E.25 et seq.– Data</p> <p>E.25 sets for requirements for the safeguarding of IRS data.</p> <p>Will we have access to IRS data? If yes, will the State designate which data is supplied by the IRS?</p>	<p>The state does not anticipate that this will occur.</p>
<p>77 p. 38, <i>Pro Forma</i> Contract Section A.5.h.– Vendor’s Summary of Findings Format</p> <p>CMS has clearly articulated that PASRR Summaries of Findings Reports must be person-centered and robust. CMS has noted that Summary of Findings Reports that are simple “check-box” forms are not appropriate or compliant. The state of TN has historically required an extensive multi-page PASRR Summary Report describing the individual and his her support needs.</p> <p>a. Please confirm that this RFP requires a comprehensive and person-centered PASRR Summary of Findings report describing the individual’s status and needs.</p> <p>b. Please confirm whether a report consisting primarily of checked-decision boxes will be acceptable to the Department.</p>	<p>a. confirmed</p> <p>b. A report consisting primarily of checked-decision boxes may be acceptable so long as all contract requirements are met, including requirements related to individualized, person centered assessments, decisions and summary reports.</p>
<p>78 p. 46, e.6.7 – Level I and II Turnaround Requirements</p> <p>Please clarify the Department’s definition for a “business day?”</p>	<p>Weekends (Saturdays and Sundays) and State holidays or not considered business days. Any day state government is closed, is not considered a business day. This includes statewide closures due to inclement weather.</p>
<p>79 p. 44, <i>Pro Forma</i> Contract Section A.13.g.– Ensuring PASRR Service Delivery</p> <p>The Department will require the vendor to conduct review activity to determine whether</p>	<p>The State does not require the contractor to conduct review activity. The state will require coordination with the MCO such that recommended specialized services and supports are</p>

QUESTION / COMMENT	STATE RESPONSE
<p>specialized services were delivered. Please describe the intent for <i>duration</i> of this tracking activity.</p> <p>a. Does the Department intend for the bidder to capture and report on the status of the delivery of services at <i>one period in time</i>? Or,</p> <p>b. Does the Department intend for the bidder to continue to capture and report on arrangement of services to individuals until services are in place or are no longer needed?</p>	<p>communicated to the MCO.</p>
<p>80 p. 44, <i>Pro Forma</i> Contract Section A.13.g.– Ensuring PASRR Service Delivery</p> <p>The Department will require the vendor to conduct review activity to determine whether specialized services were delivered. Please describe the intent for the <i>depth and clinical intensity</i> of the review of specialized service delivery.</p> <p>a. Does the Department intend for the bidder to simply report “yes or no” regarding whether the services were in the plan of care and “yes or no” the services were delivered? Or,</p> <p>b. Does the Department intend for the bidder to also capture and report on the adequacy of services delivered and the individual’s response to the services?</p>	<p>The State will not require the vendor to conduct review activity to determine whether specialized services were delivered.</p>
<p>81 p. 44, <i>Pro Forma</i> Contract Section A.13.g.– Ensuring PASRR Service Delivery</p> <p>Will the Department consider creating a cost category for work activities associated with review of and reporting on the delivery and effectiveness of recommended specialized services?</p>	<p>No.</p>
<p>82 p. 44, <i>Pro Forma</i> Contract Section A.13.g.– Ensuring PASRR Service Delivery</p> <p>a. Please confirm whether the vendor will be required to monitor and report on the delivery of specialized services for <i>all</i> PASRR Level II individuals with specialized service recommendations or for a <i>subgroup</i> of PASRR persons for whom specialized services were recommended (e.g., for persons served</p>	<p>Section A.13.g refers to the subgroup and defines it as Medicaid enrollees.</p>

QUESTION / COMMENT	STATE RESPONSE
<p>through MCOs only, for persons with high acuity only, for persons requiring particular services or supports, etc.).</p> <p>b. If these activities are intended only for a defined subgroup, please define the subgroup.</p>	
<p>83 p. 44, <i>Pro Forma</i> Contract Section A.13.g.– Ensuring PASRR Service Delivery</p> <p>Please estimate the approximate number of specialized service delivery reviews to be conducted in each year of the contract.</p>	<p>The State will not require the vendor to conduct review activity to determine whether specialized services were delivered.</p>
<p>84 p. 44, <i>Pro Forma</i> Contract Section A.13.g.– Ensuring PASRR Service Delivery</p> <p>Regarding the vendor's responsibility to coordinate with the MCO to ensure specialized services and supports are arranged:</p> <p>If services are not being delivered, besides reporting to the Department, what action steps and/or follow up is the vendor responsible to conduct?</p>	<p>The State will assume responsibility for action steps and follow up.</p>
<p>85 p. 44, <i>Pro Forma</i> Contract Section A.13.g.– Ensuring PASRR Service Delivery</p> <p>Regarding the vendor's responsibility to coordinate with the MCO to ensure specialized services and supports are arranged:</p> <p>What information from this monitoring process is to be collected and tracked through the vendor's application?</p>	<p>The State has not prescribed that this information be collected and tracked through the vendor's application. The State does expect that member demographic information and recommended specialized services and supports identified through the Level II process are conveyed to the assigned MCO.</p>
<p>86 p. 44, <i>Pro Forma</i> Contract Section A.13.g.– Ensuring PASRR Service Delivery</p> <p>Regarding the vendor's responsibility to coordinate with the MCO to ensure specialized services and supports are arranged:</p> <p>What information is to be reported by the vendor to the Department?</p>	<p>Recommended specialized services and supports identified through the Level II process</p>
<p>87 p. 44, <i>Pro Forma</i> Contract Section A.13.g.– Ensuring PASRR Service Delivery</p> <p>Regarding the vendor's responsibility to coordinate with the MCO to ensure specialized services and supports are arranged:</p> <p>Please confirm that this service is to begin in December 2016.</p>	<p>Confirmed</p>

QUESTION / COMMENT	STATE RESPONSE
<p>88 p. 47, <i>Pro Forma</i> Contract Section A.17.– PASRR Notification Letters</p> <p>Please confirm that the Department will expect the vendor to issue all Federally required PASRR Level II Summaries and notification letters.</p>	<p>Confirmed-effective with PASRR redesign to be implemented December 1, 2016.</p>
<p>89 p. 47, <i>Pro Forma</i> Contract Section A.17.– PASRR Notification Letters</p> <p>Please confirm that this includes a mechanism by which the vendor can provide, at the point a Level I screen is determined to require a Level II evaluation, a letter describing the Level II evaluation and referral.</p>	<p>Confirmed- effective with PASRR redesign to be implemented December 1, 2016.</p>
<p>90 p. 45, <i>Pro Forma</i> Contract Section A.15.a– Tracking</p> <p>The Department desires the vendor to institute a tracking program to identify the NF location of all Level II candidates.</p> <p>Some states elect to accomplish this by procedure requiring NFs to report admissions, discharges, and transfers, and requiring the vendor to log NF tracking reports. Other states require the PASRR vendor to create an electronic PASRR tracking process linked to NF payment, which requires NFs must report all PARR admissions to have payments approved.</p> <p>Please confirm the State's expectations of the vendor's role regarding tracking of PASRR individuals in NFs.</p>	<p>Tracking in this section refers to authorized access which allows a system user to track where the level I PASRR screening is in the workflow process (e.g. submitted, received, determined, etc.).</p>
<p>91 p. 49, <i>Pro Forma</i> Contract Section A.19.g – Stakeholder Training Costs</p> <p>Please confirm whether the vendor will incur costs associated with stakeholder and provider trainings across the state (e.g. will the vendor be required to cover the costs of providing training rooms, refreshments for attendees, and related training site costs).</p>	<p>The vendor will be required to cover the costs of providing training rooms, refreshments for attendees, and related training site costs.</p>
<p>92 p. 49, <i>Pro Forma</i> Contract Section A.19.g – Stakeholder Training Costs</p> <p>If the vendor will incur all training costs, please assist bidders in estimating onsite costs by providing ballpark estimates of attendees per training session in each grand region.</p>	<p>Approximately 100.</p>
<p>93 p. 49, <i>Pro Forma</i> Contract Section A.21.a – SIS Assessment Population</p> <p>During the bidder's conference, the</p>	<p>a. September 1, 2016 b. September 1, 2016</p>

QUESTION / COMMENT	STATE RESPONSE
<p>Department stated that current DIDD waiver recipients will not be included in the 200 CHOICES employment assessments. The RFP also indicated that SIS assessments will be conducted for the Arlington and Statewide waiver candidates every three years which suggests that these assessments will transition from the DIDD contract.</p> <p>a. When is this transition from DIDD's contract to TennCare's contract for the SIS evaluations of the Arlington and Statewide waiver participants anticipated to occur?</p> <p>b. Are other groups of persons currently receiving SIS evaluations (e.g., persons not in the Arlington or Statewide Waivers who receive personal assistance [PA] services) anticipated to transition from the DIDD contract to this contract? If so, what is the migration schedule for those evaluations?</p>	
<p>94 pp. 29-30, 51 &amp; 53, RFP Attachment 6.3 Cost Proposal and <i>Pro Forma</i> Contract Sections A.25 and A.27.d – SIS Turnaround and Respondent Participation</p> <p>A.25, page 51 requires that 80% of applicant SIS referrals be completed within 5 days. As the SIS requires multiple informants to be interviewed together as a group, finding time slots to accommodate multiple persons' schedules in time to have the interview <i>and</i> quality review activity done within 5 days may prove difficult.</p> <p>Please confirm that if the vendor records evidence of due diligence to schedule the interview with identified respondents within a timeframe that allows the SIS to be finalized within 5 days, the vendor will not be deemed late.</p>	<p>We would expect that those for which scheduling proves to be challenging and cannot be conducted within 5 business days occurs in no more than 20% of the SIS referrals sent.</p>
<p>95 pp. 29-30, 51 &amp; 53, RFP Attachment 6.3 Cost Proposal and <i>Pro Forma</i> Contract Sections A.25 and A.27.d – SIS Turnaround and Respondent Participation</p> <p>Because of the scheduling complexities described in the previous question, states typically allot 30 days for scheduling/completion of the SIS. Reducing the timeframe of a project requiring such complexities in scheduling increases the costs of assessments.</p> <p>If attendee preference or conflicts affect</p>	<p>Because the SIS assessment is required before a person can be enrolled into ECF CHOICES to begin receiving Long Term Services and Supports, it's imperative these requests are handled as timely as possible. The state will provide scheduling information up to 10 business days in advance of the referral being made. Refer to Item #11 of this amendment for modified A.25.</p>

QUESTION / COMMENT	STATE RESPONSE
scheduling agreement consistently, would the Department consider modifying this criterion?	
<p>96 pp. 29-30, 51 &amp; 53, RFP Attachment 6.3 Cost Proposal and <i>Pro Forma</i> Contract Sections A.25 and A.27.d – SIS Turnaround and Respondent Participation</p> <p>Will the Department mandate that informants agree to participate within the designated timeframes in order to enroll or remain in waiver services?</p>	<p>The State will mandate that informants agree to participate within the designated timeframes in order to enroll in ECF CHOICES. It is not currently a condition of remaining enrolled in a home and community based services waiver with the Department of Intellectual and Developmental Disabilities.</p>
<p>97 p. 49, <i>Pro Forma</i> Contract Section A.22 – SIS Implementation</p> <p>Please confirm whether SIS assessments are slated to begin September 1, 2016.</p>	<p>Confirmed</p>
<p>98 p. 50, <i>Pro Forma</i> Contract Section A.22.a.4 – AAIDD Costs</p> <p>Please confirm that the state will hold <i>all</i> required contracts with AAIDD necessary for completion of the SIS assessments, including contracts for intellectual property (IT), for training and for required AAIDD quality review activity.</p>	<p>Confirmed</p>
<p>99 p. 50, <i>Pro Forma</i> Contract Section A.22.b.5 – AAIDD Costs</p> <p>If the vendor is responsible for any AAIDD costs, please clarify exactly the costs that are the vendor's responsibility. This is important because AAIDD costs are significant (training costs alone can exceed \$2,500 per day per AAIDD trainer, and training that can span several weeks).</p>	<p>The Contractor is responsible for all training costs and these costs should be considered as rates for Cost Proposal are being determined. Please refer to RFP Attachment 6.6, Section A.19.g.</p> <p>The State is responsible for the following AAIDD costs including, access and use of assessment tool (SIS online and SIS venture software), licensing, user manuals and paper interview forms.</p> <p>Please refer to Item #12 and #13 of this amendment.</p>
<p>100 General – SIS Booklets</p> <p>Will the state or Contractor pay for the cost of SIS booklets?</p>	<p>The State is responsible for the SIS booklets (paper interview forms) that will be provided to the Contractor. Please refer to Item #13 of this amendment.</p>
<p>101 p. 50, <i>Pro Forma</i> Contract Section A.23 – SIS Translations</p> <p>Though the Department identifies that telephonic and video remote interpreting services are permitted when conducting the SIS, AAIDD has taken the position that the nuanced complexities associated with the SIS necessitate onsite interpreters to ensure the individual's understanding of the SIS protocol. As such, it is likely that experienced vendors will approach translator costs as onsite, while</p>	<p>The State requires the use of on- site translators. Please refer Item #14 of this amendment for modified A.23.c.</p>

QUESTION / COMMENT	STATE RESPONSE
<p>inexperienced SIS vendors will account for telephonic costs.</p> <p>Given AAIDD direction that onsite translators should be provided, what is the Department's position on this issue?</p>	
<p>102 p. 51, <i>Pro Forma</i> Contract Section A.26 – Vendor Qualifications</p> <p>This section states that contractor: <i>(4) Shall be a private agency that is not a provider of services and has no direct or indirect affiliation or relationship with a provider of services...</i></p> <p>Please confirm that the term “private” is referring to conflict-free state and is not excluding companies that are publically owned.</p>	Confirmed
<p>103 p. 51, <i>Pro Forma</i> Contract Section A.26 – Vendor Qualifications</p> <p>Some vendors may report that they meet the two year mandatory SIS experience requirements when, in fact, they have not obtained AAIDD authorization and/or training for prior SIS work.</p> <p>Will the Department qualify past SIS experience in situations where the vendor's team was not trained or authorized by AAIDD to meet those experience requirements?</p>	No
<p>104 p. 51, <i>Pro Forma</i> Contract Section A.26 – Vendor Qualifications</p> <p>Are letters of reference required for all scopes of work in the RFP—PASRR Level I screening systems, PASRR Level II evaluations, and SIS assessments to illustrate vendor experience in all Scopes of Work?</p>	No.
<p>105 p. 52, <i>Pro Forma</i> Contract Section A.26(c.3) – Staff Background Checks</p> <p>This section requires that non-licensed SIS staff receive background checks required by the state.</p> <ol style="list-style-type: none"> <li>1. Please specify the specific background check requirements.</li> <li>2. If those requirements differ from those conducted by the vendor, is the vendor to absorb those costs?</li> </ol>	<ol style="list-style-type: none"> <li>1. At a minimum, background checks shall include a check of the Tennessee Abuse Registry, Tennessee Felony Offender Registry, National and Tennessee Sexual Offender Registry, and List of Excluded Individuals/Entities (LEIE).</li> <li>2. The vendor is responsible for associated costs.</li> </ol>
<p>106 p. 53, <i>Pro Forma</i> Contract Section A.27.d – SIS Validation Assessments</p> <p>At the request of the State, a quality review of</p>	No, the State expects this volume to be extremely low; less than 5 annually.

QUESTION / COMMENT	STATE RESPONSE
<p>an individual SIS assessment to validate outcomes may be required (typically in response to an appeal of a denial of a service resulting from the supports budget that is established based on the SIS performed for an ECF CHOICES member). In these cases, the Contractor has 10 business days to perform a validation of accuracy as prescribed by the State and report findings and/or changes.</p> <p>Because the vendor does not have information regarding the potential volume of these appeal reviews, yet they can require substantial work, will the state consider a cost category to cover these activities?</p>	
<p>107 p. 40, <i>Pro Forma</i> Contract Section A.7(c.10) – Level I and II Turnaround Requirements</p> <p>A.7(c.10) Please confirm, as was noted during the Bidder's Conference, that the Level I screen submission time is the time all required Level I information is confirmed as received by the vendor.</p>	Confirmed
<p>108 p. 41, <i>Pro Forma</i> Contract Section A.10 – Key Personnel Requirements</p> <p>Will the State agree to add language that makes clear that this provision does not apply to employees who are terminated, who leave the company or who are on extended sick leave?</p>	The language shall remain as currently written.
<p>109 p. 54, <i>Pro Forma</i> Contract Section A.32 – Control Memorandum Process</p> <p>For CMs that do not involve damages (liquidated or otherwise) will the State agree to a minimum response time of at least 3 business days?</p>	The State will not agree to a minimum response time for CMs that do not involve damages. However, as a matter of practice, the urgency of the matter guides the response deadline.
<p>110 pp. 54-55, <i>Pro Forma</i> Contract Section A.32(c) – Appeal of Damages by Contractor</p> <p>Will the contractor be allowed to appeal the decision of the of the State's senior management to a court of competent jurisdiction?</p>	The CM process is informal and does not anticipate further appeal.
<p>111 p. 59, <i>Pro Forma</i> Contract Section D.5 – Termination for Convenience</p> <p>Will the State be willing to pay for un-recouped start-up costs in the event of a termination for convenience?</p>	No.
<p>112 p. 61, <i>Pro Forma</i> Contract Section D.19 – Hold Harmless</p>	Denied. This section shall remain as currently written.

QUESTION / COMMENT	STATE RESPONSE
<p>Will the State agree to modify this section to make clear that it applies only to third-party claims and that the contractor shall not be liable for that portion of the claims that are caused in whole or in part by the State?</p>	
<p>113 p. 63, <i>Pro Forma</i> Contract Section D.24 – Force Majeure</p> <p>Will the State consider extending the deadline for the length of a force majeure incident to 5 business days instead of 48 hours?</p>	<p>Denied. This section shall remain as currently written.</p>
<p>114 p. 70, <i>Pro Forma</i> Contract Section E.17(e) – Report to HCFA Privacy Office</p> <p>Will the State agree to allow the contractor at least 24 hours to report a breach under this section?</p>	<p>Denied. This section shall remain as currently written.</p>
<p>115 p. 71, <i>Pro Forma</i> Contract Section E.19 – Notification of Breach</p> <p>Will the State agree to allow the contractor at least 24 hours to report a breach under this section?</p>	<p>Language request denied. The state cannot relax the “immediately” requirement. We are required to notify certain federal agencies (SSA for example) within one hour of discovery of an incident affecting data, so we cannot have a lesser requirement of our contractors.</p>
<p>116</p> <p>p. 84, <i>Pro Forma</i> Contract Attachment B – Liquidated Damages</p> <p>Is the State willing to grant contractor a cure period to allow contractor to remedy a deficiency prior to the assessment of liquidated damages?</p>	<p>The State is committed to being a good business partner and takes a deliberate and graduated approach to the assessment of liquidated damages. As described in A.32.a.(3), the first Notice to the Contractor is solely to put the Contractor on notice of the <i>potential</i> assessment of liquidated damages. From that point and at each juncture in the process, the Contractor has the contractual right to ask the State to take any relevant information into consideration. Section A.32 places no limitations on the considerations or facts – including events occurring after those events identified as a potential basis for liquidated damages – that the Contractor can ask the State to take under advisement.</p>
<p>117 p. 84, <i>Pro Forma</i> Contract Attachment B – Liquidated Damages</p> <p>Is the State willing to cap the amount of the liquidated damages?</p>	<p>No.</p>
<p>118 General – General Contracting</p> <p>Is the State willing to agree to a provision in the contract that would provide an equitable adjustment to contractor in the event of any unforeseen change in circumstances (e.g. law or regulation) that materially increases contractor's cost of providing the services?</p>	<p>Request denied.</p>
<p>119 p. 44, <i>Pro Forma</i> Contract Section A.13.g – MCO and AAAD Access</p>	<p>The State is not prescribing how to provide this information to MCOs. It must be in a format</p>

QUESTION / COMMENT	STATE RESPONSE
Should MCOs and AAADs have read-only access to applications?	compatible for all three health plans and the State. AAADs are not in need of receiving information as described in A.13.g.
120 p. 48, <i>Pro Forma</i> Contract Section A.18.b (7) – System Audit  What details would the audit display and what are the specific changes that would trigger the audit?	User information to include name and system user access ID (if any). Changes may include any manipulated data after submission and any manipulated data triggering workflow action steps.
121 p. 50, <i>Pro Forma</i> Contract Section A.23.b – SIS Informant Notification  What is the method of notification to the state when 3 informants cannot be identified?	The State will develop a form to collect Contractor attestation that 3 respondents could not be identified. The form should be uploaded to T-Med as an attachment.

3. Delete RFP Attachment 6.3 in its entirety and insert the following in its place (any sentence or 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.

<b>RESPONDENT SIGNATURE:</b>	
<b>PRINTED NAME &amp; TITLE:</b>	
<b>DATE:</b>	

RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
PASRR Level I Screening – without Clinical Review	\$ _____ / per screening	50,000	
PASRR Level I Screening – with Clinical Review	\$ _____ / per screening	10,000	
PASRR <b>Level II</b> Screening – Out of State Paper Submission	\$ _____ / per screening	20	
<b>PASRR Level II Evaluation Without IQ Test</b>	\$ _____ / per assessment	500	
<b>PASRR Level II Evaluation With IQ Test</b>	\$ _____ / per assessment	19,000	
<b>PASRR Level II Evaluations Withdrawn</b>	\$ _____ / per assessment	500	
Expedited PASRR Level II Evaluation	\$ _____ / per assessment	50	
PASRR Change of Status Review	\$ _____ / per assessment	2500	
PASRR Document Based Review	\$ _____ / per assessment	2000	
<b>Supports Intensity Scale™ (SIS™) Assessment Within 10 Business Days (A.25.a – c and e)</b>	\$ _____ / per assessment	200	
<b>Supports Intensity Scale™ (SIS™) Assessment Within 30 Business Days (A.25.d)</b>	\$ _____ / per assessment	2500	

<b>RESPONDENT LEGAL ENTITY NAME:</b>			
<b>Cost Item Description</b>	<b>Proposed Cost</b>	<b>State Use Only</b>	
		<b>Evaluation Factor</b>	<b>Evaluation Cost</b> (cost x factor)
<b>EVALUATION COST AMOUNT</b> (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.			
<b>lowest evaluation cost amount from <u>all</u> proposals</b> <hr/> <b>evaluation cost amount being evaluated</b>		<b>x 30</b> <b>(maximum section score)</b>	<b>=</b> <b>SCORE:</b>
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>			

4. **Delete RFP Attachment 6.6. Section A.7.c.(9) in its entirety and replace with the following:**  
 (any sentence or paragraph containing revised or new text is highlighted)

A.7.c.(9) Have a Summary of Findings Report, unless the Level II evaluation is withdrawn (with prior written approval from the State) after the face to face evaluation has occurred, but before the Summary of Findings Report is prepared. In these instances, reimbursement shall be made according to PASRR Level II Evaluation Withdrawn rate in Section C.3 will be applied.

5. **Delete RFP Attachment 6.6. Section A.32 in its entirety and replace with the following:**  
 (any sentence or paragraph containing revised or new text is highlighted)

A.32. **Control Memorandum Process.** The **Control Memorandum** (“CM”) process shall be utilized by the State to clarify Contract requirements, issue instruction to the Contractor, document action required of the Contractor, or request information from the Contractor. In addition, the CM process shall be used by the State to impose assessments of damages, either actual or liquidated. This process will be used to address issues or matters that do not require a contract amendment. Each CM shall be in writing and indicate the date on which it was issued. CMs may provide relevant history, background, and other pertinent information regarding the issue(s) being addressed in the CM. Each CM will establish a deadline or timeframe for the Contractor’s reply or other action. All CMs submitted to the Contractor shall be signed and approved by the State’s Project Director (or his/her designee). When the CM pertains to damages, either actual or liquidated, the State may issue consecutive CMs, as may be necessary or appropriate.

- a. A CM may include one (1) or more of the following five (5) components of the CM process described below:
1. On Request Report (ORR)– a request directing the Contractor to provide information by the time and date set out in the CM.
  2. Control Directive (CD) – instructions that require the Contractor to complete, within a designated timeframe, one (1) or more deliverables or to perform any other request from the State that is within the scope of the Contract. A CD may also provide clarification of certain Contract terms. Once a CM/CD has been issued, it shall be considered to be incorporated into this Contract.
  3. Notice of Potential Damages (Actual or Liquidated) (NPD) – notification to the Contractor that the State has determined that a potential Contract performance or compliance issue exists and that the State is contemplating assessing damages, actual and/or liquidated. The NPD shall identify the Contract provision(s) on which the State determination rests.
  4. Notice of Calculation of Potential Damages (Actual or Liquidated) (NCPD) – notification to the Contractor that provides a calculation of the amount of potential damages, actual and/or liquidated, that the State is contemplating assessing against the Contractor. NPDs and NPCDs may be issued consecutively or simultaneously.
  5. Notice of Intent to Assess Damages (Actual or Liquidated) (NIAD) – notification to the Contractor that the State is assessing damages and specifying whether the damages are actual damages, Liquidated Damages, or both, and setting out the performance or compliance issue underlying each intended damage assessment. The NIAD shall identify the NPD and NCPD upon which it is based. The NIAD shall specify the total amount and type of damages, whether actual or liquidated, the State intends to assess. Following the issuance of an NIAD, the State may elect to withhold damages from payments due to Contractor. The State may not issue a NIAD without first issuing a NPD and a NPCD. The State may not obtain both Liquidated Damages and Actual Damages for the same occurrence of a Contract performance failure.
- b. Damages for failure to comply with CM. The Contractor shall fully comply with all CMs. Failure to do so may result in the State pursuing recovery of damages, as defined in Section E.10, including Liquidated Damages as listed in Contract Attachment B, a corrective action plan, and/or termination of the Contract.
- c. Appeal of Damages by Contractor. Contractor may appeal either the basis for NPD or calculation of NCPD potential damages, either actual or liquidated. To do so, the Contractor shall submit to the State's Project Director (or his/her designee) a written response to the NPD and/or NCPD within ten (10) business days of receipt of a CM which includes a NPD or a NCPD. The State's Project Director (or his/her designee) shall review the appeal and provide notice of his/her determination to the Contractor through a CM. If the Contractor disagrees with the State's Project Director's (or his/her designee) initial appeal determination or the State's Project Director (or his/her designee) is unable to resolve the appeal, the Contractor may submit a written request to the State's Project Director (or his/her designee) that the matter be escalated to senior management of the Agency. Contractor shall submit such a request for escalation within ten (10) business days of its receipt of the initial appeal determination from the State's Project Director (or his/her designee) or of notification by the State's Project Director that he/she is unable to resolve the appeal. The State's senior management shall provide written notice of its final determination to the Contractor within (10) days of the receipt of the appeal from the

Contractor. Upon appeal or escalation, the State shall not increase the amount of the potential damages.

**6. Delete RFP Attachment 6.6, Section C.3 in its entirety and replaced with the following:**

(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 Contractor shall be compensated based upon the following payment methodology:

<b>Goods or Services Description</b>	<b>Amount</b> (per compensable increment)
PASRR Level I Screening – without Clinical Review	\$ / per screening
PASRR Level I Screening – with Clinical Review	\$ / per screening
PASRR <b>Level II</b> Screening – Out of State Paper Submission	\$ / per screening
PASRR Level II Evaluation – <b>Without IQ Test</b>	\$ / per assessment
<b>PASRR Level II Evaluation – With IQ Test</b>	<b>\$ / per assessment</b>
<b>PASRR Level II Evaluations Withdrawn</b>	<b>\$ / per assessment</b>
Expedited PASRR Level II Evaluation	\$ / per assessment
PASRR Change of status Review	\$ / per assessment
PASRR Document Based Review	\$ / per assessment
Supports Intensity Scale™ (SIS™) <b>Assessment Within 10 Business Days (A.25.a – c, and e)</b>	\$ / per assessment
Supports Intensity Scale™ (SIS™) <b>Assessment Within 30 Business Days (A.25.d)</b>	<b>\$ / per assessment</b>

**7. Delete RFP Attachment 6.6, Section E.10 in its entirety and replace with the following:**

(any sentence or paragraph containing revised or new text is highlighted)

**E.10. Liquidated Damages**. In the event of a Contract performance failure, the State may, but is not obligated to address such Contract performance failure and/or assess damages

("Liquidated Damages") in accordance with Attachment B of the Contract. The State shall notify the Contractor of any amounts to be assessed as Liquidated Damages. The Parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for a Contract performance failure, as these amounts are likely to be uncertain and not easily proven. Contractor has carefully reviewed the Liquidated Damages contained in Contract Attachment B and agrees that these amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of a Liquidated Damages Event, are a reasonable estimate of the damages that would occur from a Contract performance failure, and are not punitive. The Parties agree that although the Liquidated Damages represent the reasonable estimate of the damages and injuries sustained by the State due to the Contract performance failure, they do not include any injury or damage sustained by a third party. The Contractor agrees that the Liquidated Damages are in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or any other sections of this Contract.

The State is not obligated to assess Liquidated Damages as a result of a Contract performance failure before availing itself of any other remedy. In the event of multiple Contract performance failures, the Parties recognize that the cumulative effect of these Contract performance failures may exceed the compensation of Liquidated Damages. In that event, the State may choose to avail itself of any other remedy available under this Contract or at law or equity. The Parties further recognize that the State may not obtain both Liquidated Damages and Actual Damages for the same occurrence of a Contract performance failure.

Without regard to whether the State has imposed Liquidated Damages or pursued any other remedy due to any action or inaction by the Contractor, the State may impose a corrective action plan or similar measure through a Control Memorandum. Such measure is neither punitive nor related to any damages the State might suffer.

8. **Delete RFP Attachment 6.6, Attachment B in its entirety and replace with the following:**  
(any sentence or paragraph containing revised or new text is highlighted)

## ATTACHMENT B

### LIQUIDATED DAMAGES

In the event of a Contract performance failure by Contractor and such Contract performance failure is not included in the following table with an associated Liquidated Damage amount, the parties hereby agree that the State may choose one of the following courses of action in order to obtain redressability for such Contract performance failure: (1) the State may assess actual damages resulting from the Contract performance failure against the Contractor in the event that such actual damages are known or are reasonably ascertainable at the time of discovery of such Contract performance failure or (2) if such actual damages are unknown or are not reasonably ascertainable at the time of discovery of the Contract performance failure, the State may (a) require the Contractor to submit a corrective action plan to address any such Contract performance failure and/or (b) assess a liquidated damage against Contractor for an amount that is reasonable in relation to the Contract performance failure as measured at the time of discovery of the Contract performance failure. In the event that the State chooses to assess a Liquidated Damage for a Contract performance failure according to the immediately preceding sentence, in no event shall such Liquidated Damage be in excess of \$1,000 for any single Contract performance failure. HCFA may elect to apply the following liquidated damages remedies in the event the Contractor fails to perform its obligations under this Contract in a proper and/or timely manner. Upon determination by HCFA that the Contractor has failed to meet any of the requirements of this Contract in a proper and/or timely manner, HCFA will notify the Contractor in writing of the deficiency and of the potential liquidated damages to be assessed. Should the deficiency remain uncorrected for more than thirty (30) calendar days from the date

of the original notification of the deficiency by HCFA, HCFA may impose an additional liquidated damage of Five Hundred Dollars (\$500) per day from the date of the original notification to Contractor until said deficiency is resolved.

All liquidated damages remedies set forth in the following table may, at HCFA's election, be retroactive to the date of the initial occurrence of the failure to comply with the terms of the Contract as set forth in the notice of deficiency from HCFA and may continue until such time as the HCFA Deputy Commissioner determines the deficiency has been cured.

If liquidated damages are assessed, HCFA shall reduce the amount of any payment due to the Contractor in the next invoice by the amount of damages. In the event that damages due exceed the amount HCFA is to pay to Contractor in a given payment, HCFA shall invoice Contractor for the amount exceeding the amount payable to Contractor, and such excess amount shall be paid by Contractor within thirty (30) calendar days of the invoice date. In situations where the Contractor wishes to dispute any liquidated damages assessed by HCFA, the Contractor must submit a written notice of dispute, including the reasons for disputing the liquidated damages, within thirty (30) calendar days of receipt of the notice from HCFA containing the total amount of damages assessed against the Contractor. If the Contractor fails to timely dispute a liquidated damages assessment as set forth herein, such failure shall constitute a bar to the Contractor seeking to have the assessment amount overturned in a forum or court of competent jurisdiction.

Liquidated damages will apply in the below defect occurrences. Contractor acknowledges that the actual damages likely to result from breach of the below SLRs are difficult to estimate and may be difficult for the State to prove. The parties intend that the Contractor's payment of assessed liquidated damages will compensate the State for material breach by the Contractor obligations under this Contract. Liquidated damages do not serve as punishment for any breach by the Contractor.

	<b><u>PROGRAM ISSUES</u></b>	<b><u>DAMAGE</u></b>
1.	Failure to meet required timelines as specified in A.5.m.	\$500.00 per each business day that timeline is not met.
2.	Failure by the Contractor to meet the standards for privacy, security, and confidentiality of individual data as evidenced by a breach of the security per Section E. 2. and E.19	\$1,000 per affected member per occurrence.
3.	Failure by the Contractor to execute the appropriate agreements to effectuate transfer and exchange of enrollee PHI or HCFA confidential information including, but not limited to, a data use agreement, trading partner agreement, business associate agreement or qualified protective order prior to the use or disclosure of PHI to a third party. (See E.17. and Business Associate Agreement between the parties)	\$1,000 per affected member per occurrence.
4.	Failure by the Contractor to seek express written approval from HCFA prior to the use or disclosure of enrollee data or HCFA confidential information in	\$1,000 per affected member per occurrence.

	any form via any medium with any third party beyond the boundaries and jurisdiction of the United States. (See E.13 and Business Associate Agreement between the parties)		
5.	Failure by the Contractor to timely report violations in the access, use and disclosure of PHI or timely report a security incident or timely make a notification of breach or notification of suspected breach per Sections (See E.19 and Business Associate Agreement between the parties)		\$1,000 per affected member per occurrence.

**9. Delete RFP Attachment 6.6, Section A.7.c.(10) in its entirety and replace with the following:**

(any sentence or paragraph containing revised or new text is highlighted)

A.7.c.(10) Be completed within five (5) business days of the Level I screening submission, except when the state specifically requests in writing that an expedited evaluation be completed within three (3) business days of the Level 1 screening submission.

**10. New language is added to RFP Attachment 6.6, Section A.18.b(18):**

(any sentence or paragraph containing revised or new text is highlighted)

A.18.b.(18) Application down time for patching, updates or maintenance shall occur during non-peak hours (typically overnight) and downtime should not exceed eight (8) hours. Advance notification of downtime shall be provided to the State.

**11. Delete RFP Attachment 6.6, Section A.25 in its entirety and replaced with the following:**

(any sentence or paragraph containing revised or new text is highlighted)

A.25. Timeframes - Prior to referral, the state will provide scheduling contact information and availability up to 10 business days in advance of the referral being made. Upon referral from the State for ECF CHOICES Group 6 applicants and enrollees, the Contractor shall conduct and complete SIS assessments or reassessments, enter assessment results data into the SIS® Enterprise system and provide assessment results and associated dates to the State via T-MED, within the following timeframe benchmarks:

- a. Within 5 business days in 80% of the new applicant referrals sent;
- b. Within 10 business days in 100% of the new applicant referrals sent;
- c. Within 10 business days in 100% of the reassessment referrals sent;
- d. Within 30 business days for 100% of the existing enrollee referrals sent for participants in an HCBS waiver for individuals with intellectual disabilities; and
- e. Within 3 business days in 100% of the emergency referrals sent.

**12. RFP Attachment 6.6., Sections A.22.c(2) and A.22.c.(3) are deleted in their entirety and any subsequent sections renumbered as necessary.**

**13. New language is added as RFP Attachment 6.6, Section A.22.d.**

(any sentence or paragraph containing revised or new text is highlighted)

A.22 d. The state shall contract with AAIDD SIS Enterprise for the following:

- (1) Access and use of the SIS online assessment tools (SIS online and SIS Venture software);
- (2) software licensing;
- (3) user manuals, and
- (4) paper interview forms

14. **RFP Attachment 6.6., Section A.23.c. is deleted in its entirety and replaced with the following:** (any sentence or paragraph containing revised or new text is highlighted)

A.23.c. Assessments are performed by linguistically competent staff in the person's primary spoken language or in sign language or who can facilitate non-verbal forms of communication including the use of assistive technology as applicable and the use of other auxiliary aids or services in order to achieve effective communication. This includes the primary language of the individual, family member, and/or conservator from whom assessment information is being collected. On site translators shall be used to conduct assessments.

15. **RFP Attachment 6.6., Section A.7.a.(1) and A.7.a.(2) are deleted in their entirety and replaced with the following:** (any sentence or paragraph containing revised or new text is highlighted)

- (1) All onsite evaluations of the individual shall be scheduled with the individual and/or caregiver to be assessed in advance;
- (2) All scheduling of the onsite evaluation of the individual shall include efforts to involve caregivers and any legal guardian, with consent of the applicant. Efforts shall include at least 3 phone outreach attempts during both AM and PM times of the day.

16. **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.