



STATE OF TENNESSEE
DEPARTMENT OF INTELLECTUAL AND DEVELOPMENTAL DISABILITIES

**REQUEST FOR PROPOSALS # 34401-99369
AMENDMENT # 2
FOR HEALTHCARE REIMBURSEMENT ACCOUNTS
FOR KATIE BECKETT AND TN STRONG FAMILIES
PROGRAMS**

DATE: 3/15/2024

RFP # 34401-99369 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		2/13/24
2. Disability Accommodation Request Deadline	2:00 p.m.	2/16/24
3. Pre-response Conference	11:00 a.m.	2/22/24
4. Notice of Intent to Respond Deadline	2:00 p.m.	2/23/24
5. Written "Questions & Comments" Deadline	2:00 p.m.	2/28/24
6. State Response to Written "Questions & Comments"		3/15/24
7. Response Deadline	2:00 p.m.	4/1/24
8. State Completion of Technical Response Evaluations		4/19/24
9. State Opening & Scoring of Cost Proposals	2:00 p.m.	4/22/24
10. Negotiations (Optional)		4/23/24-4/26/24
11. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	4/29/24
12. End of Open File Period		5/6/24
13. State sends contract to Contractor for signature		5/8/24

14. Contractor Signature Deadline	2:00 p.m.	5/15/24
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2. State responses to questions and comments in the table below amend and clarify this RFP.

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

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		1. Are contributed dollars forfeited at the end of the plan year, or carried over to the next plan year?	Any unspent funds by the participant are forfeited at the end of the plan year.
		2. What is the effective date?	June 1, 2024
		3. Section D.32 Insurance (pages 16- 19) Our company is in compliance with all states and coverage levels required. Additional Insured Status and Waivers of Subrogation are not available on these policies. Our company does not carry "Crime Insurance"	The State's contract requires Contractor to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) insurance. In addition, all policies must contain an endorsement for a waiver of subrogation in favor of the State. The State contract requires Contractor to maintain crime insurance coverage.
		4. Section E.6 Personally Identifiable Information (page 23) Our Company only reports actual breaches/disclosures of information/PII, not potential ones. Will this be acceptable?	The State's Contract requires Contractor to report all potential and/or actual breaches and/or disclosures of information and PII.
		5. On Page 9 under the Scope of Services references Invoice Requirements: (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced – can we have additional information regarding this?	This means the Contractor charge the State one of the specified rates from C.3. No other ancillary payments may be invoiced to the State.

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		6. Please confirm this is an open ended HRA plan?	The HRA amount to be authorized per child is transmitted to the vendor one time per calendar year and may not be adjusted unless there is an error in transmitting the amount chosen by the family. We transfer actual money for the entire HRA account on weekly or monthly intervals.
		7. Please confirm how the contributions come in: beginning of the plan year, payroll schedule, monthly, etc.?	Once a participant is enrolled, the vendor may invoice the State for the annual amount the participant is eligible for.
		8. Regarding the sentence in Section A.5 - ".....The Contractor shall invoice the total eligible amount or the difference in what is remaining from the enrollee's Health Reimbursement Account, whichever is less."	See State's response to Question #9.
		9. Is this saying if the participant plan balance is \$6,000 coming into Jan 1, the State would put \$4,000 into the account on Jan 1 to bring the balance up to \$10,000, and the participant in essence has a \$10,000 to use or lose it that resets to \$10,000 each Jan 1? Or, will the full \$10,000 be deposited annually regardless of the participant account balance allowing participant to have balances exceeding \$10,000.	<p>The participant should never have more than their total eligible amount. Funds that are in the account balance at the end of the year do not "roll over."</p> <p>The intent of this language is so that the vendor does not have to reimburse the state at the end of the year, just to receive the total eligible amount at the beginning of the year.</p>
		10. Please confirm if this program is currently being self-	The State currently has a vendor, Inspira Financial (<i>formerly</i>

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		administered, or if the State is outsourcing to a third party administrator? If outsource, please identify the incumbent administrator?	<i>PayFlex</i>), that manages this process.
		11. What are the current administrative fees associated with the current contract for these services.	\$3.50 Per Participant Per Month
		12. Please confirm that Forms 5500 are not applicable as the State is a public entity.	Since the State is not an employer in this arrangement, and since government plans are exempt from form 5500 reporting, this should not apply to KB/TSFH program.
		13. How many hard copy format Enrollment Packets should the administrator anticipate sending? Would electronic dissemination work for participants with a supplied email address?	There are currently 3500 children enrolled across both programs with significant growth expected. Participants utilize a debit card in addition to claiming reimbursements. The expectation is hard copy information is mailed to the participant with the debit card. The packet is informational in nature and does not require the participant to sign or return documentation to the vendor.
		14. What enhancements in the administration does the State desire to receive as a result of this RFP?	The State is seeking qualified applicants who meet the criteria outlined in the RFP.
		15. Our agency serves as both a SSA Representative Payee and a VA Fiduciary for approximately 150 beneficiaries. We have successfully operated this program for approximately 10 years. We are very interested in providing services under the Healthcare Reimbursement Accounts for Katie Beckett and TN Strong Families	Experience administering an HRA is necessary to meet the terms of this RFP.

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		<p data-bbox="639 218 829 275">Programs (RFP #34401-99369).</p> <p data-bbox="435 310 889 520">Although we do not possess 3 years of prior experience with Healthcare Reimbursement Accounts, we believe our experience under the SSA and VA Fiduciary programs provide equivalent experience and qualifications to run such a program.</p> <p data-bbox="435 556 889 760">It is our request to humbly seek a waiver of the prior years of experience and current operation of HRA accounts and accept SWHRA's SSA and VA Fiduciary experience and operation to serve in lieu of such HRA experience.</p>	

3. **Delete original RFP Attachment 6.2. – Section A in its entirety, and replace it with updated RFP Attachment 6.2. – Section A, attached to this amendment. Revisions of the original RFP document are emphasized within the updated document. Any sentence or paragraph containing revised or new text is highlighted.**
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.