



STATE OF TENNESSEE
Department of Finance and Administration, Division of TennCare
REQUEST FOR PROPOSAL # 31865-00624
AMENDMENT 3 FOR Third Party Liability Services

DATE: October 5, 2021

RFP # 31865-00624 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		August 2, 2021
2. Disability Accommodation Request Deadline	2:00 p.m.	August 5, 2021
3. Pre-response Conference	10:00 a.m. – 11:00 a.m.	August 12, 2021
4. Notice of Intent to Respond Deadline	2:00 p.m.	August 13, 2021
5. Written “Questions & Comments” Deadline	2:00 p.m.	August 27, 2021
6. State Response to Written “Questions & Comments”		October 5, 2021
7. Written “Questions & Comment” Deadline		October 19, 2021
8. (Round 2)		
9. State Response to Written “Questions & Comments (Round 2)		November 2, 2021
10. Response Deadline	2:00 p.m.	November 19, 2021
11. State Completion of Technical Response Evaluations		December 17, 2021
12. State Opening & Scoring of Cost Proposals	2:00 p.m.	December 20, 2021
13. Cost Negotiation		December 27, 2021 through December 29, 2021
14. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	January 5, 2022
15. End of Open File Period		January 12, 2022
16. State sends contract to Contractor for signature		January 13, 2022
17. Contractor Signature Deadline	2:00 p.m.	January 20, 2022

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.

No.	RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
1.	INTRODUCTION 1.1 Statement of Procurement Purpose	2	<p>RFP Language: The purpose of this contract is to procure a Supplier to (1) Identify TPRs and assist TennCare with maintenance of TennCare’s Resource File, (2) Identify and recover casualty subrogation related to Pharmacy Claims, Dental Claim and Mass Torts, (3) Provide Medicare Outreach to encourage TennCare Members who are eligible for Medicare to apply for Medicare, (4) Perform an annual review of the payment of Medicare crossover claims by TennCare and its Partners, (5) Provide Credit Balance Audits and recover recoupments, (6) Perform go-behind billing, and (7) Perform additional recovery projects as authorized by TennCare and agreed to by the parties.</p> <p>Question: The language in item number 3 in the list of the purpose of the contract refers to an activity to provide outreach services to the Medicare community in Tennessee to apply for Medicare. This is an atypical service to be included in a TPL procurement as these types of activities are usually included under beneficiary or member services-oriented procurements. The collection of words in item 3 make up the entire body of information included within the RFP document about this listed purpose of the contract. Will the State consider removing these services from the requirements of this procurement?</p> <p>If not, please provide a significant expansion of information about the expectations of the contractor for these services including detailed contractor activity expectations, service level expectations, contractor performance measurement criteria and expectations, and any other detailed information necessary to ensure all vendors are able to respond in a manner that ensures they are all responding to requirements that are not as open ended and subject to vast differences in interpretation as they are currently presented.</p>	See added pro forma Section A.21, Amendment item 10 below.
2.	2.1 RFP Schedule of Events	6	<p>RFP Language: Event 6. State response to Written “Questions and Comments” – September 10, 2021.</p>	<p>At the State’s discretion the schedule may be adjusted accordingly in the event additional time is required for any activity during the time frames within the Schedule of Events.</p> <p>Please see RFP Amendment #1.</p>

			<p>Question: If the Answers to Questions are delayed, will the State extend the response timeframe by an equal amount of time?</p>	
3.	3.3.3 Response and Respondent Prohibitions	10	<p>RFP Language: A response must <u>not</u> propose alternative goods or services (<i>i.e.</i>, offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.</p> <p>Question: 3.6 Additional Services states: "If a response offers goods or services in addition to those required by and described in this RFP, the State, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Respondent must not propose any additional cost amounts or rates for additional goods or services. Regardless of any additional services offered in a response, the Respondent's Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information."</p> <p>Should the bidder interpret this section as an invitation to propose additional goods or services as long as the costs for these additional services are not included in the proposal? Where in the proposal should these additional services be presented?</p>	Responses must propose the goods and services set forth in the RFP and the pro forma contract.
4.	4.8 General Contracting Information and Requirements	13	<p>RFP Language: 4.8. <u>Disclosure of Response Contents</u></p> <p>4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.</p> <p>4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process.</p> <p>4.8.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with Tenn. Code Ann. § 10-7-504(a)(7).</p>	All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.

			<p>Question: In an effort to protect trade secrets and proprietary approaches and solutions, does the State offer any protections to the vendor community by allowing vendors to submit a redacted version of their proposals for public release?</p>	
5.	<p>5.3 Contract Award Process</p> <p>5.3.2 Evaluation and Contract Award</p>	17	<p>RFP Language: The procuring agency head will determine the apparent best-evaluated Response. To effect a contract award to a Respondent other than the one receiving the highest evaluation process score, the head of the procuring agency must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.</p> <p>Question: This language clearly indicates that the procuring agency head has the ability to ignore the procurement evaluation process for determining the best evaluated response and award the contract to a respondent other than the one receiving the highest score through the evaluation process. What level or standard of justification exists for this scenario to manifest itself? Stated differently, should this occur, what checks and balances exist to prevent an abuse of the procurement process?</p> <p>Will the justification used to make this decision be made public?</p>	<p>The evaluation of respondents will be conducted in accordance with the requirements of the RFP and in accordance with applicable law, and the rules, policies, and procedures of the Central Procurement Office.</p>
6.	<p><u>RFP ATTACHMENT</u></p> <p><u>6.6. PRO FORMA CONTRACT</u></p> <p>Contract Section A.3 Item g</p>	5	<p>Pro Forma Language: Key Staff Training. The Contractor shall ensure that all Key Staff complete any training designated as mandatory by TennCare. TennCare shall have discretion to determine the need, frequency, and manner of any follow-up training of Key Staff. In addition to the training materials provided by TennCare, the Contractor shall develop training materials for Key Staff. All training material developed by the Contractor shall be subject to review.</p> <p>Question: While understanding the need for Key Staff Training, the language in this requirement is vague and open ended. As written, there is no limit to the type of training/materials that the contractor is expected to provide/develop. This makes it very difficult for the contractor to properly define expectations and costs to be included in the solution. Will the State include some parameters and limitations on the potential exposure to the vendor? If not, will the State consider providing the</p>	<p>The Contractor is expected to develop training materials necessary for Key Staff, working with other Contractor staff as needed, to accomplish the scope of work included in the contract. The training materials should ensure that the Key Staff have a clear understanding of the nature and scope of work to be performed. The work assigned to a Key Staff person may change at times given the demands of the contract. The tasks assigned to Key Staff will always be at the discretion of the State.</p>

			<p>mandatory training level expectations referenced in this requirement?</p> <p>The concern is in making sure that all vendors are evaluating this requirement the same way and are using the same base understanding to properly determine the level of effort and costs for this requirement. When it is open ended like this, there is no consistent core understanding that will be in use by all proposers.</p>	
7.	<p><u>RFP ATTACHMENT 6.6. PRO FORMA CONTRACT</u></p> <p>Contract Section A.4 Item a</p>	5	<p>Pro Forma Language: Minimum Data Requirements. The Contractor shall utilize, at minimum, the following data provided by TennCare in order to facilitate the Contractor's duties under this contract: 1. Medicaid Paid Claims file; 2. Medicaid Recipient file; 3. Medicaid Provider file; 4. Medicaid Diagnosis file; 5. Medicaid Procedure file; 6. Third Party Resource file; 7. TennCare master death file; 8. Third Party Carrier file; and 9. Medicare file.</p> <p>Question: Are complete, accurate file layouts and data dictionaries readily available for the specified files?</p>	<p>See revised to Pro Forma Section A.4.a, Amendment Item Number 5 below.</p> <p>File layouts for each of the specified files and data are not readily available. However, a file layout of the Third Party Resource File (#6) is attached as Attachment A. The file layouts for each of the files listed is subject to change. There is not a comprehensive data dictionary available for vendor review. During the Implementation Period, TennCare will provide any needed information related to file layouts to the Contractor. TennCare may also determine that changes in the files and data are needed for the new TPL contract implementation.</p>
8.	<p><u>RFP ATTACHMENT 6.6. PRO FORMA CONTRACT</u></p> <p>Contract Section A.6. Contractor System Requirements. Item h.</p>	7	<p>Pro Forma Language: h. Information Integrity Controls. Information Integrity Controls. The Contractor's systems shall contain controls to maintain information integrity. These controls shall be in place at all appropriate points of processing. The Contractor shall ensure controls are tested in periodic and spot audits, including SAS-70 audits. The Contractor shall provide the results of SAS-70 audits to TennCare upon request.</p> <p>Question: As stated in the RFP, SAS-70 audit results are to be provided to TennCare upon request. In 2011, Statement on Standards for Attestation Engagements (SSAE) No. 16 took effect and replaced SAS-70 as the authoritative guidance for performing a service auditor's examination. SSAE-16 established a new attestation standard (AT-801) to contain the professional guidance. At the same time, the AICPA also launched a new Service Organization Controls (SOC) reporting framework designed to allow practitioners to provide different types of reports depending on the needs of service organizations and their stakeholders. SSAE-18 has since replaced SSAE-16 and is effective as of May 1, 2017. SSAE-18 standards and</p>	<p>See revised to Pro Forma Contract, Section A.6.h, Amendment Item Number 7 below.</p>

			controls are included in the performance of a SOC II Type II audit.	
			Is it the State's intent to continue to use the SAS-70 audit standard even though it is no longer the industry attestation standard? If so, will a current SOC II Type II audit cover the request for the historical SAS-70 audit? If not, please update the RFP with the State's expected attestation audit standard.	
9.	<u>RFP ATTACHMENT 6.6. PRO FORMA CONTRACT</u> Contract Section A.12 Item a.4	12	Pro Forma Language: Conduct monthly data matches with DEERS to identify TennCare Members with TRICARE formerly known as the CHAMPUS; Question: It is our understanding that DEERS no longer conducts data matches with State Medicaid agencies. Please verify that the State of Tennessee has a current monthly data match with DEERS.	See revised Pro Forma Contract, Section A.12.a.4, Amendment Item Number 8 below.
10.	<u>RFP ATTACHMENT 6.6. PRO FORMA CONTRACT</u> Contract Section A.13.a	14	Pro Forma Language: <u>Subrogation Inquiries.</u> The Contractor shall maintain an accessible website and a toll-free number to receive incoming subrogation inquiries. When the Contractor receives an inquiry, the Contractor shall direct the inquirer to the party that is responsible for handling the subrogation claim. The Contractor's duty to direct the inquirer to the appropriate party shall apply even if the party responsible is a TennCare partner other than the Contractor. Question: How many calls were received by the TennCare toll free line in 2018,2019, and 2020. And how many hits were received by the TennCare website in 2018, 2019, and 2020.	The TPL toll free line received the following volume of calls in 2018, 2019, and 2020: 2018: 7,523 for 6 months (annual estimate of 15,000) 2019: 16,855 2020: 19,563 With respect to the TennCare subrogation web page, only information dating back to August 2019 is available due to a change in the content management system. The number of hits received were: 2019: 1,917 2020: 4,683 2021: 3,635
11.	<u>RFP ATTACHMENT 6.6. PRO FORMA CONTRACT</u> Contract Section Section A.13.c	14	Pro Forma Language: <u>Collection of Pharmacy Subrogation and Dental Subrogation Claims.</u> The Contractor is responsible for pursuing Pharmacy and Dental Subrogation Claim. The Contractor shall file claims with applicable insurance carriers and collect on all Pharmacy and Dental casualty subrogation claims, no matter the source of the referral. Question: How many Pharmacy and Dental claims did TennCare handle in 2018, 2019, 2020?	The current vendor handled the following Pharmacy and Dental claims: Pharmacy Claims 2018: 12,766,407 2019: 13,274,697 2020: 12,861,719 Dental Claims 2018: 1,056,903 2019: 1,161,862 2020: 931,592
12.	<u>RFP ATTACHMENT 6.6. PRO FORMA CONTRACT</u>	14	Pro Forma Language: <u>Collection of Pharmacy Subrogation and Dental Subrogation Claims.</u> The Contractor is responsible for pursuing Pharmacy and Dental Subrogation Claim. The Contractor shall file claims with applicable insurance	TennCare expects the Contractor to provide operational and technical input and best practice experience through collaborative work sessions to determine the best method for pursuing casualty subrogation.

	Contract Section Section A.13.c		carriers and collect on all Pharmacy and Dental casualty subrogation claims, no matter the source of the referral. Question: Does the state have a preferred method to pursue Casualty Subrogation?	
13.	<u>RFP ATTACHMENT 6.6. PRO FORMA CONTRACT</u> Contract Section Section A.13.e	14	Pro Forma Language: <u>Collection of Casualty Subrogation for Mass Torts.</u> The Contractor shall be responsible for pursuing all subrogation claims arising from a Mass Tort. that affect five or more TennCare members. In this case, Contractor shall pursue all portions of the claim, including the medical portion. In these cases, the Contractor will handle subrogation for all claims paid by TennCare or a TennCare Partner, regardless of the type of claim. To the extent necessary, the Contractor shall coordinate with TennCare and TennCare Partners to determine the amount of the claims eligible for reimbursement. In the event there is a dispute between Contractor and one of the TennCare Partners over responsibility for any claim, TennCare will determine which party shall handle the claim. Question: How many Mass Tort collections did TennCare handle in 2018, 2019, 2020?	The current vendor recovered the following amounts in Mass Tort cases: 2018: \$479,771 2019: \$478,286 2020: \$315,425
14.	<u>RFP ATTACHMENT 6.6. PRO FORMA CONTRACT</u> Contract Section Section A.15.a	14/15	Pro forma Language: <u>Credit Balance Audits and Provider Recoupments.</u> The Contractor shall identify and recover overpayments from providers via on-site audits and desk reviews (Credit Balance Audit Services). The Contractor shall ensure that Credit Balance Audits are conducted on providers that have been approved by TennCare. Question: Please provide the volumes of on-site audits and desk reviews performed in 2018, 2019, and 2020.	TennCare did not elect to require the completion of Credit Balance Audits under the current TPL contract.
15.	<u>RFP ATTACHMENT 6.6. PRO FORMA CONTRACT</u> Contract Section Section A.15.a	14/15	Pro Forma Language: <u>Credit Balance Audits and Provider Recoupments.</u> The Contractor shall identify and recover overpayments from providers via on-site audits and desk reviews (Credit Balance Audit Services). The Contractor shall ensure that Credit Balance Audits are conducted on providers that have been approved by TennCare. Question: What reporting requirements are associated with requirement A.15?	TennCare will work with the Contractor to provide a reporting template for the Credit Balance Audits requirement.

16.	<u>RFP ATTACHMENT 6.6. PRO FORMA CONTRACT</u> Contract Section A.15.a	15	<p>Pro Forma Language: A.15. Credit Balance Audits and Provider Recoupments.</p> <p>a. The Contractor shall identify and recover overpayments from providers via on-site audits and desk reviews (Credit Balance Audit Services). The Contractor shall ensure that Credit Balance Audits are conducted on providers that have been approved by TennCare.</p> <p>Question: Please provide a significant expansion of information about the expectations of the contractor for on-site audits and desk reviews including detailed contractor activity expectations, service level expectations, contractor performance measurement criteria and expectations, and any other detailed information necessary to ensure all vendors are able to respond in a manner that ensures they are all responding to requirements that are not open ended and subject to vast differences in interpretation as they are currently presented. Please include who determines whether a desk or on-site review is needed and the criteria for determination.</p>	<p>TennCare expects the Contractor to provide operational and technical input and best practice experience through collaborative work sessions to determine the best method for conducting Credit Balance Audits.</p>
17.	<u>RFP ATTACHMENT 6.6. PRO FORMA CONTRACT</u> Contract Section A.17 Scope	17	<p>Pro Forma Language: A.17. ADDITIONAL RECOVERY PROJECTS.</p> <p>a. Additional Recovery Project Requests. The Contractor shall perform additional recovery projects as requested and approved by TennCare to recover funds where other insurance coverage is available, including but not limited to hospitalization, major medical, or incidental policies as determined and requested by TennCare.</p> <p>b. The Contractor shall perform any additional recovery project as authorized by a Control Memorandum the terms of which must be agreed to by both parties prior to starting the project.</p> <p>Question: During the past 5 years, has TennCare ever initiated similar Additional Recovery Projects as described in this requirement? If so, please give a brief description of each recovery project including the nature of the project, the factors present that led to the initiation of the project, and the results obtained for each project.</p>	<p>Under the current TPL contract, Go-Behind Billing on the MCO encounter claims is performed as an Additional Recovery Project. This project has averaged recoveries of over 26,000 claims worth over \$2.2 million each month.</p>
18.	<u>RFP ATTACHMENT 6.6. PRO FORMA CONTRACT</u>	18	<p>Pro Forma Language: 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, due to a</p>	<p>No liquidated damages have been issued related to TPL services under the current contract.</p>

	Contract Section A.21 Item b (5)		<p>performance or compliance failure, are actual damages or Liquidated Damages and setting out the performance or compliance failure 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, that 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.</p> <p>Question: Please provide the history of the assessment of any type of liquidated damages in the current contract? Included in this request is the date of the assessment, the amount of the assessment, and the reason for the assessment.</p>	
19.	<u>RFP ATTACHMENT 6.6. PRO FORMA CONTRACT Contract Section A.21</u> Item c	18	<p>Pro Forma Language: <u>Damages for failure to comply with CM.</u> 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.6., including Liquidated Damages as listed in Contract Attachment B, a corrective action plan, and/or termination of the Contract.</p> <p>Question: Has there been any assessment of damages for failure to comply with CM in the current contract? If so, please provide the date of the assessment, the amount of the assessment, and the reason for the assessment.</p>	No damages have been assessed for failure to comply with a CM under the current contract.
20.	<u>RFP ATTACHMENT 6.6. PRO FORMA CONTRACT Contract Section E. 18</u>	38-39	<p>Pro Forma Language: <u>Partial Takeover of Contract.</u> The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a "Partial Takeover"). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. The</p>	<p>The request to revise contract language pertaining to partial takeover rights is rejected because the proposed modifications do not serve the State's best interests. The State, being a steward of state taxpayer dollars, must retain sufficient discretion to assume control over any aspect of its contracts.</p> <p>Information is not readily available regarding the number of instances TennCare has exercised its "partial takeover" contractual right throughout the past ten (10) years. But it is a right that TennCare has exercised in the past with good cause and following ample consideration of its impact on all stakeholders.</p>

			<p>State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the State's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount.</p> <p>Question: This clause clearly indicates that the contractor will no longer be paid for the services that have been partially taken over and states that the contractor has no recourse for any damages that might result from the takeover. However, should the State decide to exercise a partial takeover of the contract, the contractor's bid revenue and cost structure would be severely affected. While it is more understandable for the State to partially take over a contract for performance issues, this clause states that the partial takeover of the contract can happen for any reason whatsoever. This leaves the contractor in an untenable position in that as stated the contractor could be performing well and still lose a portion of the contract simply at the whim of the State.</p> <p>In the past 10 years has the State ever exercised this clause on a contractor? If so, what were the reasons for the partial takeover?</p> <p>Will the State consider modifying this clause to tie it only to performance issues in order for the contractor to have confidence that the only risk of a partial takeover is tied directly to performance? If not, please explain how this is a fair environment for a contractor to be subjected to losing parts of the contract with no mechanism to make them whole through no fault of their own.</p>	
21.	RFP – Section B.1.Term of Contract	18	<p>We understand that the effective date of the contract is December 1, 2021, with a readiness review period to end January 31, 2022, and an implementation date of February 1, 2022. Given the size and complexity of this engagement, combined with the required startup activities that any new vendor will need to conduct (e.g., executing data use agreements with carriers), will TennCare allow a vendor to begin certain TPL services at some period following the implementation date and</p>	Please see RFP Amendment #1.

			handle TPL activities retroactively, where feasible?	
22.	ProForma Contract – A.6. Contractor System Requirements	6	What is the total volume of data expected to be housed within the TPL system?	For planning purposes, the vendor should expect the current volume of data to be at least the approximate size (520MB) and number (7.1 million) of all existing MMIS TPL records.
23.	ProForma Contract – A.6. Contractor System Requirements, A.7. Contractor Data Requirements, A.8. General Reporting Requirements	6-11	Will TennCare please provide the total number of TennCare individuals (i.e., users) that will require access to the Contractor System, Data, and Reporting?	Pursuant to RFP Attachment 6.6, Section A.6.m, TennCare may request and Contractor shall provide log-in credentials to up to 20 people at any given time to Contractor's system and data.
24.	ProForma Contract – A.6. Contractor System Requirements, A.7. Contractor Data Requirements, A.8. General Reporting Requirements	6-11	Does TennCare anticipate multiple roles for TennCare users (e.g., administrator, analyst, read-only, etc.) and if so, will TennCare please provide the number of users by role?	Yes, TennCare anticipates multiple roles for TennCare users. The specific roles for individual users will be determined in accordance with the work being done and is likely to change over time.
25.	ProForma Contract – A.6. Contractor System Requirements, A.7. Contractor Data Requirements, A.8. General Reporting Requirements	6-11	Could TennCare please elaborate on the current process for MCO Billing recovery? Is the expectation from TennCare that the TPL vendor produces an adjustment or void for the encounter or will associating the recovery to an encounter record be sufficient?	The current process involves associating the recovery to an encounter record with a listing of claims data, including the ICN. Under the new TPL contract, TennCare is considering requiring adjustment and void claim submissions from the contractor. In the event that it is decided to require such process, TennCare will work with the new contractor to determine the method of the adjustment and void claim submissions.
26.	ProForma Contract – A.6. Contractor System Requirements, A.7. Contractor Data Requirements, A.8. General Reporting Requirements	6-11	Could TennCare please elaborate on the current process for non-MCO recovery? Is the expectation that the TPL vendor produces an adjustment or void for the claim and send back to the MMIS or is the expectation that the TPL contractor will supply a file to the MMIS with the recovery information at a claim level so that the MMIS can generate the adjustment or void as applicable?	See response to number 25.
27.	ProForma Contract – A.12. Identifying TPRs, Verifying TPRs, and Assistance with Maintenance of TennCare's Resource File	12	Will TennCare please provide the number of resource files the current vendor is currently exchanging with carriers, third parties, and other entities?	The current vendor has over 2,700 resource file exchanges with carriers, third parties, and other entities.

28.	ProForma Contract – A.12. Identifying TPRs, Verifying TPRs, and Assistance with Maintenance of TennCare's Resource File	12	If a new vendor is selected, is it TennCare's expectation the incumbent vendor will provide a data extract of historical data? If so, what is the expected volume (number of records, files, and size of data) the new vendor should expect to load?	For planning purposes, the vendor should expect the current volume of data to be at least the approximate size (520MB) and number (7.1 million) of all existing MMIS TPL records. TennCare expects that a data extract of historical data will be provided by TennCare and/or the current vendor.
29.	ProForma Contract – A.15. Credit Balance Audits and Provider Recoupments	15	What is the number of credit balance audits conducted in the most recent 12-month period by the current vendor? What is the expected number of on-site vs. desk reviews under this RFP requirement? Have credit balance audits been impacted by COVID (i.e., been conducted remotely) and what does TennCare anticipate in the future relative to on-site vs. desk review (remote) audits?	TennCare did not elect to require the completion of Credit Balance Audits under the current TPL contract. TennCare expects the Contractor to provide operational and technical input and best practice experience through collaborative work sessions to determine the best method for conducting Credit Balance Audits.
30.	ProForma Contract – A.15. Credit Balance Audits and Provider Recoupments	15	Will TennCare please provide a listing of provider types that are to be included in the Credit Balance Audits? For example, does TennCare limit Credit Balance Audits to hospitals and nursing facilities?	See response to number 16.
31.	ProForma – Contract A.13 – Casualty Subrogation for Pharmacy, Dental Claims and Mass Torts	13	Will TennCare please provide a list and breakdown of the number and types of providers for which subrogation activities were initiated by the current vendor during the most recent 12-month period?	<p>In Calendar Year 2020, the current vendor identified the following number of subrogation cases:</p> <ul style="list-style-type: none"> Automotive – 3579 Personal injury – 853 Product liability/Mass Tort – 1,210 Other or unknown – 121 Malpractice – 55 Slip and fall – 63 Nursing home neglect/incident - 54 Work related – 12 Dog bite - 20 Assault – 16 Billing – 5 School Based – 1 <p>In the Calendar Year 2020, the current vendor had the following number of subrogation cases with recovery:</p> <ul style="list-style-type: none"> Automotive – 601 Personal injury – 120 Product liability/Mass Tort – 203 Other or unknown – 16 Malpractice – 5 Slip and fall – 5 Nursing home neglect/incident – 1 Work related – 1 Assault – 1
32.	ProForma Contract – A.17. Additional	17	Will TennCare please provide examples of previous and/or anticipated recovery projects that may be requested?	Under the current TPL contract, Go-Behind Billing on the MCO encounter claims is performed as an Additional Recovery Project.

	Recovery Projects			<p>This project has averaged recoveries of over 26,000 claims worth over \$2.2 million each</p> <p>Under the new TPL contract, TennCare does not have any specific anticipated additional recovery projects at this time. The terms of any additional recovery project would be set forth in a control memorandum and agreed to by both parties prior to starting the project.</p>
33.	RFP Attachment 6.2. — Section C. Technical Qualifications, Experience & Approach Items	26	The Evaluation Guide only asks for responses to Pro Forma Contract #A.6, 7, 10, 12, 13, 15, 16, and 17. While #A.1-5 are covered in other RFP requirements, #A.8, 9, 11, 14, and 18-21 are not. How should these sections be specifically addressed in our response? For example, A.2. in Section A-Mandatory Requirement Items appears to reference A.9 of the Pro Forma Contract, but Section C in the response table does not appear to include an option to respond to A.9?	RFP Attachment 6.2. — Section C, Item Refs. C.2 and C.3 allow respondents to address how it will complete the scope of services that are not specifically mentioned in other item references within this section.
34.	Section 1.1	2	Medicare Outreach: What type of outreach is being requested e.g., mail, email, SMS, IVR, live phone calls, etc.?	See added pro forma Section A.21, Amendment item 10 below.
35.	Section 1.1	2	Medicare Outreach: Can you provide anticipated volumes for outreach year over year?	See added pro forma Section A.21, Amendment item 10 below.
36.	Section 1.1	2	Medicare Outreach: Is the outreach an annual ongoing project, or is this a seasonal once/twice per year outreach?	See added pro forma Section A.21, Amendment item 10 below.
37.	Section 1.1	2	Medicare Outreach: There is no specific section for pricing for outreach. Where should this be entered in the response?	See added pro forma Section A.21, Amendment item 10 below.
38.	Section 1.1	2	Medicare Outreach: Are the outreaches only specific to application for Medicare, or do you anticipate needing separate outreach campaigns e.g., follow up after initial outreach to confirm coverage?	See added pro forma Section A.21, Amendment item 10 below.
39.	A.12.4	12	<p>Conduct monthly data matches with DEERS to identify TennCare Members with TRICARE formerly known as the CHAMPUS;</p> <p>The Department of Defense stopped conducting DEERs matches with COB vendors several years ago. Will TennCare facilitate an engagement between the vendor and the Department of Defense?</p>	See revised Pro Forma Contract, Section A.12.a.4, Amendment Item Number 8 below.
40.	A.12.4	12	<p>Conduct monthly data matches with DEERS</p> <p>Will TennCare provide DEERS data to the contractor?</p>	See revised Pro Forma Contract, Section A.12.a.4, Amendment Item Number 8 below.
41.	A.13	51	Casualty Subrogation for Pharmacy, Dental Claims and Mass Torts	The current vendor's services do not involve any processing, paying, pending or denying of claims. Fee-for-service claims are processed within TennCare's MMIS, and

			Is the State currently doing any front-end pending and denying of claims as part of its subrogation and recovery, cost containment strategy? If so, please provide a high-level overview.	encounter claims are processed by the TennCare MCOs.
42.	B.17	23	References Requirement for three completed projects Can we use as a reference a customer who completed their initial contract term with us, then extended it, to count as a completed project?	Yes, provided the contract extension was to perform maintenance and operations after completion and implementation of the project.
43.	A.6.b	6	The Contractor shall use the same operating system software package as TennCare What are the current software and web browser versions being utilized by TennCare?	Please see revised Pro Forma Section A.6.b, at Amendment Item 6 below. Currently, TennCare's standard PC operating system is Windows 10 Pro, and the recommended web browser is Microsoft Edge 64-bit (version 93.0.961.52 or higher). However, the PC operating system and web browser software in use by TennCare is subject to change, and TennCare expects the vendor to maintain the vendor's systems accordingly.
44.	A.12.c	12	The Contractor shall ensure that payment is made if the transfer results in TennCare adding a terminated resource to its file, so long as the policy has been terminated eleven (11) months or less from the current date and the policy eligibility dates coincide with a Medicaid eligibility segment. Is the contractor to be paid if we update an existing, active TPR as now being termed? Or does this mean that in addition to being paid for newly added, active TPRs, the contractor will also be paid for adding newly identified TPRs that have been termed in the last 11 months? Please clarify.	The Contractor will be paid the amount for a new resource added pursuant to Section C.3.b when the Contractor adds a newly identified TPR that has been terminated eleven (11) months or less from the current date and the policy eligibility dates coincide with a Medicaid eligibility segment. The Contractor is required to update existing, active TPRs as being terminated pursuant to Section A.12.a.11.
45.	C.3	19	Payment Methodology The current TPL services contract with the existing contractor has a significant fixed monthly payment plus a variable component (contingency fee based). Please confirm that the new contract will not have a fixed payment component, therefore all of the vendor's fixed costs will be embedded in the variable charges in order to be compensated (i.e., add the fixed costs into the charge per TPR added and in the contingency fee percentages).	TennCare confirms that the new contract will not have a fixed monthly payment.
46.	General		Can TennCare please provide the RFP document in a Microsoft Word version?	No.
47.	A.4.a.	5	Data Provided by TennCare to Contractor. 9. Medicare File	Working in collaboration with the TPL Contractor, TennCare will determine the type of file that will be used to provide this data. It

			<p>Is the Medicare file a paid claims file and also a Medicare enrollee's eligibility file?</p> <p>Is the Medicare file a paid claims file and also a Medicare enrollee's eligibility file?</p> <p>Will 835 and 837 claim data file be provided?</p>	<p>is anticipated that this will be provided via a flat file with the necessary data elements delivered via an SFTP site.</p>
48.	A.4	5	<p>Data Provided by TennCare to Contractor</p> <p>Will TennCare provide system access to the contractor? (i.e., access to the claim/encounter processing system including membership information)</p>	<p>Yes.</p>
49.	A.14.a	14	<p>Medicare Crossover Claims.</p> <p>a. The Contractor shall conduct an annual review of TennCare's Medicare Crossover Claims and shall produce a Medicare Crossover Claims Report a statistically valid sample of Crossover Claims (Medicare Crossover Claims Services). The annual review shall have a review period based on the state fiscal year of July 1 - June 30. The contractor shall submit the Medicare Crossover Claims Report to TennCare no later than December 1 of each year.</p> <p>Are the required fields for the Medicare Crossover Claims report the same fields under section A.7.c table of this contract, and in the same order as well? Please clarify this requirement.</p>	<p>TennCare will work with the Contractor to provide a reporting template for the Medicare Crossover Claims Report. In general, the data in the Section A.7.c table would be relevant for Medicare cross over claims.</p>
50.	A.14.a	14	<p>Medicare Crossover Claims.</p> <p>a. The Contractor shall conduct an annual review of TennCare's Medicare Crossover Claims and shall produce a Medicare Crossover Claims Report a statistically valid sample of Crossover Claims (Medicare Crossover Claims Services).The annual review shall have a review period based on the state fiscal year of July 1 - June 30. The contractor shall submit the Medicare Crossover Claims Report to TennCare no later than December 1 of each year.</p> <p>The pricing sheet (Attachment 6.3) indicates that the period for the Annual Report on Medicare Crossover Claims should be from 2/1-1/31, contradicting the 7/1-6/30 period stated in the pro forma contract.</p> <p>Please confirm what the annual reporting period is and also when the report is due each year.</p>	<p>The Medicare Crossover Claims Annual Report must have a review period based on the state fiscal year of July 1 – June 30. The Medicare Crossover Claims Annual Report is due by December 1 of each year. Lastly, the time period within Attachment 6.3. relates to the specific time frame when Contractor will be paid a flat fee from the Medicare Crossover Claims Annual Report.</p>
51.	A.15.a	15	<p>Credit Balance Audits and Provider Recoupments.</p> <p>a. The Contractor shall identify and recover overpayments from Providers via on-site audits and desk reviews (Credit Balance Audit Services). The contractor shall ensure that Credit Balance Audits are conducted on providers that have been approved by TennCare.</p>	<p>See response to number 16.</p>

			Will the credit balance audits be also based on the state fiscal year of July 1st to June 30th? What type of information will be provided on the approved TennCare providers list?	
52.	1.1.4	1	<p>The RFP states "Liability for medical expenses as agreed upon or ordered in negligence suits, support settlements, trust funds, etc."</p> <p>Question: Is Trust Recovery included in the scope of work or is the State referring to recovery from settlements prior to funds being used to create a Trust?</p>	Trust recovery is not included in the scope of work.
53.	Section 1.2	2	<p>The RFP states "The pro forma contract substantially represents the contract document that the successful Respondent must sign."</p> <p>Question: Will the State please accept a brief, detailed description of proposed Exceptions to the contract terms and conditions as well as other service requirements that the bidder intends to discuss with the State during any contract negotiation period?</p>	The State will not accept any redlines to the pro forma contract as part of the Respondent's technical response. Please see RFP Section 3.3, Response and Respondent Prohibitions, Subsection 3.3.1.
54.	Section 1.1.4	2	<p>The RFP states that the purpose of this contract is to procure a Supplier to "Provide Medicare Outreach to encourage TennCare Members who are eligible for Medicare to apply for Medicare."</p> <p>Question: Will the State please provide a description of this scope of work including the type of outreach, approximate volume, timelines, expectations, etc.? Specifically, does the State intend for the bidder to contact TennCare members directly by telephone, mail or in person? Also, will the State please issue a revised Attachment 6.3 that enables the bidder to providing proposed pricing for the Medicare Outreach scope of work?</p>	See added pro forma Section A.21, Amendment item 10 below.
55.	3.2.2.2.1	8	<p>The RFP states "The Technical Response document should be in the form of one (1) digital document in "PDF" format or other easily accessible digital format attached to an e-mail to the Solicitation Coordinator."</p> <p>Question: Will the State please describe any limits associated with the electronic proposal files to be emailed by the bidder including file size limit, file type limit, etc.?</p>	TennCare systems typically can accept up to 32 MB. If expected to be larger than 25 MB, contact the Solicitation Coordinator for alternative methods of submittal. Submissions may be separated into multiple emails if necessary.
56.	Attachment 6.2 — Section C	26	<p>The RFP states "The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below."</p> <p>Question: Items C.4, C.5, C.6, C.7, C.8, C.9, C.10, and C.11 require the vendor to</p>	RFP Attachment 6.2. — Section C, Item Refs. C.2 and C.3, requires respondents to describe how it will complete the scope of services and ensure such completion. Therefore, respondents must provide responses to all scope of services within the Pro Forma Contract even if not specifically mentioned in an item reference within this section.

			<p>respond to service requirements described in RFP Attachment 6.6. However, not all of the service requirements in Attachment 6.6 are addressed in Attachment 6.2. Does the State require proposal responses to the following Attachment 6.6 requirements, and if yes, where in the proposal should the vendor include its response content?</p> <ul style="list-style-type: none"> • A.8 General Reporting Requirements • A.9 Conflicts of Interest • A.11 Review of Payment Deposits, Payment Posting, and Tracking • A.14 Medicare Crossover Claims. • A.18 Litigation Support • A.19 End of Contract Transition Plan • A.20 Readiness Review and Implementation A.21 Control Memorandum Process 	
57.	Attachment 6.3	28	<p>The RFP states “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.”</p> <p>Question: In addition to submitting the completed RFP Attachment 6.3 (pricing), will the State also accept a brief Pricing Narrative that summarizes the bidder’s justifications and methodology used to develop its proposed pricing?</p>	No
58.	Attachment 6.3	29	<p>The RFP states “Additional Recovery Projects: % of Collections Per Project”</p> <p>Question: If the bidder would like to propose multiple Additional Recovery Projects for the State’s consideration that have different contingency fees, may Attachment 6.3 (pricing) be revised to include additional rows so that additional recovery projects may be priced separately?</p>	No. Per section 3.1.2., a respondent must provide a cost proposal EXACTLY as required by RFP Attachment 6.3. Submitting a cost proposal that is not an exact duplicate of the aforementioned attachment may result in a response being deemed non-responsive.
59.	Pro Forma Contract Section A.4.c	6	<p>The RFP states “Contractor shall be required to manually update and input information into TennCare’s MMIS to the extent necessary to comply with the requirements” if the data incapability issues remain unresolved for more than 14 business days.</p> <p>Question: The resolution of data incapability issues is a time-consuming process that requires work from multiple vendors (including the MMIS vendor) that may include the hiring of data entry staff as well as lengthy development and testing efforts that could require weeks or months to complete. With this in mind, will the State accept a mutually agreed upon plan in the event that an automated process becomes a manual and resource intensive process?</p>	TennCare will accept a mutually agreed upon plan. If the problem is due to limitations or defects in the vendor’s system, there should be no additional expense incurred on the part of TennCare and there would be consideration of any applicable damages under the contract.

60.	Pro Forma Contract Section A.5.b	6	<p>The RFP states “TennCare shall not be responsible for providing administrative, technical, legal, or clerical assistance to the Contractor except as otherwise provided herein.”</p> <p>Question: Will the Attorney General's office process a Casualty Subrogation case if there is a lawsuit filed that names TennCare and/or the Contractor?</p>	The State cannot make any representations on behalf of the Attorney General.
61.	Pro Forma Contract Section A.7.a	8	<p>The RFP states “The Contractor shall provide TennCare, Federal, or State auditors, investigators, and other authorities with full on-demand access to its data facilities and dataas directed by TennCare.”</p> <p>Question: Will the State please clarify if “on-demand” refers to the data or if it refers the State’s intention to have on-demand access to the Contractor’s physical facilities? If it refers to on-demand access to facilities, will the State please provide more and specific information regarding the entities that TennCare may direct to access the facilities? Also, will the State please provide more and specific information about the nature of this requirement such as when this access will need to be granted, how this access will be granted and managed, and a description of the specific data that is to be accessed?</p>	Yes, this provision applies to the Contractor's physical facilities and to Contractor's data. On-demand access may be required by TennCare's security team and other entities auditing TennCare (such as CMS) to ensure compliance with security controls.
62.	Pro Forma Contract Section A.8.b	11	<p>The RFP states “TennCare may request an unlimited amount of report templates.”</p> <p>Question: Although the Contractor can provide all of the reports to the State as described in the RFP, will the State please provide an approximate volume of new report templates per month in order to allow the bidder to properly determine the costs associated with this requirement?</p>	TennCare has not pre-determined the number of template reports that will be requested.
63.	Pro Forma Contract Section A.12.a.7	13	<p>The RFP states “Conduct weekly follow-ups on TPR leads from any source, including mailing leads letters to providers and recipients when TennCare's data indicates that a claim has been paid by a TPR and the TPR information is missing or incomplete.”</p> <p>Question: Will the State please provide the annual and/or monthly amount of TPR leads over the past 12 months that would require follow-up efforts?</p>	The current vendor performs verifications after the initial data match on all TPR records delivered to TennCare. Over the past 12 months, the current vendor has performed a combined total of over 231,000 manual and automated follow-ups on TPR leads before delivering the TPR to TennCare.
64.	Pro Forma Contract A.12.b	13	<p>The RFP states “If at any time, the data provided to Contractor by TennCare or a TennCare Partner is incomplete or otherwise deficient, Contractor shall notify TennCare of the deficiency within two business days of the date that the transfer occurred.”</p> <p>Question: The bidder understands the</p>	TennCare has considered this request, however, this request is declined.

			need for promptness and intends to comply with the requirement to notify TennCare of deficient or incomplete data; however, will the State please consider aligning the timeframe to the date of discovery?	
65.	Pro Forma Contract Section A.12.a.11	13	<p>The RFP states "Verify update all valid TPRs contained TennCare's Resource File. The Contractor shall ensure that each resource is verified and updated at least once every six (6) months."</p> <p>Question: Will the State please clarify the definition of "valid"? For example, does this service requirement include TPR for both active and terminated members and does it include both active and termed TPR records? Also, will the State please provide an estimate of the number of valid resources records for this verification requirement?</p>	This requirement includes TPR for both active and terminated members, and both active and terminated TPR records. For planning purposes, the vendor should expect the current volume of data to be at least the approximate size (520MB) and number (7.1 million) of all existing MMIS TPL records.
66.	Pro Forma Contract Section A.12.a.12	13	<p>The RFP states "Within five (5) business days of TennCare's request, supply resource information directly to any third party as directed by TennCare."</p> <p>Question: Will the State please clarify if the expectation is that the Contractor will be responding to individual requests from third parties on specific recipients or if the Contractor is expected to prepare files containing records on all recipients? If files are to be sent, please confirm that the five-day requirement is after the third party has established a functional file transfer process with the Vendor and all HIPAA requirements have been met. Also, will the State please confirm which third parties will be receiving this information, the frequency and timing?</p>	This provision refers to supplying resource information to any third party on specific recipients, as directed by TennCare. The five business day time period would be subject to the third party establishing the ability to receive the file transfer. No resource information may be transferred to any third party unless all HIPAA requirements have been met.
67.	Pro Forma Contract Section A.13.f and A.13.h	14	<p>The RFP states "f. Contingency Fee" and "h. Casualty Subrogation Reports"</p> <p>Question: Since the RFP subsections include an item f and an item h but not an item g, will the State please confirm that the there is no item g to which the Contractor is to respond?</p>	<p>The State confirms there are not any substantive requirements inadvertently omitted from Contract Section A.13. Existing subsection (h) will be corrected to subsection (g).</p> <p>See corrected reference for Pro Forma Contract, Section A.13.h, Amendment Item Number 9 below.</p>
68.	Pro Forma Contract Section A.13.e	14	<p>The RFP states "The Contractor shall be responsible for pursuing all subrogation claims arising from a Mass Tort that affect five or more TennCare members."</p> <p>Question: If the Mass Tort action affects fewer than five (5) TennCare members, is the case referred to the MCO to process the entire Mass Tort case?</p>	TennCare will work with the Contractor to determine the best method of handling Mass Tort actions affecting fewer than five TennCare members.
69.	Pro Forma Contract A.14 and A.15	14	The RFP describes the required scope of work regarding Medicare Crossover Claims and Section A.15 describes the required scope of work regarding Credit	The State acknowledges there are inaccurate section cross-references in the identified

			<p>Balance Audits and Provider Recoupments yet Attachment 6.3 (pricing) requires pricing content for Medicare Crossover Claims referencing Section A.15 and requires Cost content for Credit Balance Audit and Provider Recoupments referencing Section A.16.</p> <p>Question: Will the State please revise the section numbering in Attachment 6.3 so that it aligns with identically referenced RFP sections?</p>	<p>attachment. The inaccuracies will be corrected in the <i>Pro Forma</i> Contract.</p> <p>See revised Attachment 6.3 Cost Proposal and Scoring Guide Section and Pro Forma Section C.1 (Payment Methodology) Item Numbers 3 and 4 below.</p>
70.	Pro Forma Contract Section A.15.a	15	<p>The RFP states "The Contractor shall identify and recover overpayments from providers via on-site audits and desk reviews (Credit Balance Audit Services). The Contractor shall ensure that Credit Balance Audits are conducted on providers that have been approved by TennCare."</p> <p>Question: What population of fee-for-service claims remains for credit balance audit recoveries? Also, will the State allow credit balance audit recoveries on the encounter claims paid by the MCOs? If yes, will the State please describe the recoupment process from the providers when they have been paid by the MCOs?</p>	See response to number 16.
71.	Pro Forma Contract Section A.16.d	15	<p>The RFP states "The Contractor shall post all payments received pursuant to this section to the claim level in TennCare's MMIS."</p> <p>Question: Will the State please confirm that the MMIS has the functionality to accept and process a posting file in order to post the recoveries at the claim level or does the State anticipate this function being performed manually?</p>	The current process involves associating the recovery to an encounter record with a listing of claims data, including the ICN. Under the new TPL contract, TennCare is considering requiring adjustment and void claim submissions from the contractor. In the event that it is decided to require such process, TennCare will work with the new contractor to determine the method of the adjustment and void claim submissions.
72.	Pro Forma Contract, Section D.6	23	<p>The RFP states "If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract."</p> <p>Question: Will the State please revise this provision to require a notice with an opportunity to cure within a reasonable period of time of thirty days?</p>	No. TennCare has considered this request, however, this request is declined.

73.	Pro Forma Contract, Section D.18	25	<p>The RFP states "In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death. For clarity, except as otherwise expressly set forth in this Section, Contractor's indemnification obligations and other remedies available under this Contract are subject to the limitations on liability set forth in this Section."</p> <p>Question: Will the State please consider adding a monetary cap to liability for the exceptions listed in Section D.18? We would like the opportunity to discuss upon award and in the negotiation process pursuant to RFP Section 5.3.5.</p>	No. TennCare has considered this request, however, this request is declined.
74.	Pro Forma Contract, Section D.19	26	<p>The RFP states "The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract. In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106."</p> <p>Question: Will the State please modify the</p>	No. TennCare has considered this request, however, this request is declined.

			<p>sentence that states that the Contractor is liable for payment of the State's fees and attorney fees in an action to enforce the terms of the Contract to provide that the Contractor is only liable for such fees and costs if the State prevails in the action and the Court awards such costs and fees?</p> <p>The Contractor should not be liable for costs and attorney fees if the State is not the prevailing party and in the absence of a court award for the payment of the costs and fees.</p>	
75.	Pro Forma Contract Section D.24	27	<p>The RFP states "The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract."</p> <p>Question: Will the State please consider modifying the Force Majeure provision to remove the sentence that states that a force majeure event suffered by a subcontractor is not a force majeure event? Additionally, we request that the 48 hour limit on a force majeure event be removed as by its very nature a force majeure event is something that is beyond the control of the Contractor as is the duration of the event; because forty-eight (48) hours is an extremely short period of time with which to fulfill this requirement, will the State please revise this requirement from 48 hours to five (5) or more business days?</p>	No. TennCare has considered this request, however, this request is declined.
76.	Pro Forma Contract Section E.25.a.4	46	<p>The RFP states "The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment."</p> <p>Question: Will the State accept a summary report of an independent external penetration test and vulnerability assessment in lieu of the State performing these?</p>	An independent third-party penetration test is acceptable; however, TennCare would not accept a summary report of those results and a full unredacted report of those results is required. Regardless of a third party performing a penetration test, the State would still have the right to perform its own pen test at any time.
77.	Pro Forma Contract, Section E.25.a.5	46	<p>The RFP states "Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State."</p> <p>Question: Will the State please explain under what circumstances the State would request all "Confidential State Data"? The bidder reserves the right to discuss this requirement with the State upon award and in the meantime requests that it be deleted from the pro forma contract or</p>	There are a variety of situations where a request for Confidential State Data may be required, and the State would request held data in whole or in part. Third party litigation and discovery could be one such situation. Transition to a subsequent vendor at the end of the contract could be another such situation.

			modified once discussions can be had surrounding this requirement.	
78.	Pro Forma Contract, Section E.25.a.6	46	<p>The RFP states "Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction."</p> <p>Question: Will the State please revise this section to provide that if there are technical or logical reasons that the Confidential State Data cannot be destroyed, to be in line with Section 6.3.5 of the BAA that provides "Upon written mutual agreement of the Parties that return or destruction of PHI is unfeasible and upon express agreement as to the means of continued protection of the data, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction unfeasible, for so long as Business Associate maintains such PHI"?</p>	No. TennCare has considered this request, however, this request is declined.
79.	Pro Forma Contract, Section E.25.d.1	47	<p>The RFP states "Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:"</p> <p>Question: Will the State please revise this section to provide that the RTO and RPO time period is 72 hours? There are certain systems that may meet the 24 hour requirement but others require 48 – 72 hours. The bidder would like to discuss this issue upon award and mutually agree upon RPO and RTO standards."</p>	No. TennCare has considered this request, however, this request is declined.
80.	Attachment C, HIPAA Business Associate Agreement, Sections 2.5 and 3.3	<i>Not paginated</i>	The RFP states "(2.5) Business Associate shall require any agent, including a Subcontractor, to whom it provides PHI received from, maintained, created or received by Business Associate on behalf of Covered Entity, or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to PHI or other confidential TennCare information, to agree, by written agreement with Business Associate, to substantially similar, but not less stringent restrictions and conditions that apply through this Agreement to Business Associate with respect to such information except for the	No. TennCare has considered this request, however, this request is declined.

			<p>provision at section 4.6, which shall only apply to the Business Associate notwithstanding the requirements in this section 2.5.” and “(3.3) Business Associate shall ensure that any agent to whom it provides Electronic PHI received from, maintained, or created for Covered Entity or that carries out any duties for the Business Associate involving the use, custody, disclosure, creation of, or access to PHI supplied by Covered Entity, shall execute a bilateral contract (or the appropriate equivalent if the agent is a government entity) with Business Associate, incorporating substantially similar, but not less stringent restrictions and conditions in this Agreement with Business Associate regarding PHI except for the provision in Section 4.6.”</p> <p>Question: Currently, these RFP sections require that Business Associate enter into agreements with its subcontractors/downstream Business Associates that contain restrictions and conditions regarding PHI that are substantially similar, but “no less restrictive” than those that are reflected in this BAA. Given that most of the bidder’s downstream BAAs are not client-specific, but are stringently written and HIPAA compliant, will the State please consider eliminating the “no less restrictive” requirement and modifying these sections to simply state that Business Associate’s agreements with its subcontractors will be HIPAA compliant and contain restrictions and conditions that are “substantially similar” to those that are reflected in this BAA?</p>	
81.	Attachment C, HIPAA Business Associate Agreement, Section 2.8.1.	<i>Not paginated</i>	<p>The RFP states “Business Associate shall provide to Covered Entity notice of a Breach of Unsecured PHI immediately upon becoming aware of the Breach, and in no case later than 48 hours after discovery.”</p> <p>Question: Will the State please consider extending the 48 hour breach notification period to a period of three (3) business days, to ensure sufficient time for internal assessment and notification in the event that any incident were to occur over a weekend?</p>	No. TennCare has considered this request, however, this request is declined.
82.			Are we to utilize our own internal RCM System or will we be connected to the State of TN system?	TennCare is not able to answer this question without reference to a specific contract section or more specificity clarity in the question that is being asked.
83.			What will they use to provide us a monthly eligibility list for all the TennCare	Working in collaboration with the TPL Contractor, TennCare will determine the type

			members that becomes eligible for Medicare?	of file that will be used to provide this data. It is anticipated that this will be provided via a flat file with the necessary data elements delivered via an SFTP site.
84.			Will the outreach service only responsible for the out-reach and notifying and following up on the member's Medicare coverage eligibility or will we be the one doing the actual Medicare applications for their members?	See added pro forma Section A.21, Amendment item 10 below.
85.			Outreach service. Will the vendor be responsible for notifying and following up with the member and will they be doing the actual application for the members?	See added pro forma Section A.21, Amendment item 10 below.
86.			Would you be disqualified if you only provide outreach services to those members? Medicare application services vs. outreach service.	See added pro forma Section A.21, Amendment item 10 below.
87.			Can TennCare provide more clarity on the expectations for outreach?	See added pro forma Section A.21, Amendment item 10 below.
88.			Will the deadline be extended if a need arises?	See response to number 2.
89.			A prime could not be a prime and a subcontractor, but can a subcontractor, subcontract with multiple vendors if they are not going to be submitting as a prime?	Yes. See RFP Section 3.3, Response & Respondent Prohibitions, Subsection 3.3.7
90.			Based upon the project schedule, it suggests that the expectation from award to the go live would be 2 months. Could TennCare comment on the quick turn around?	Please see RFP Amendment #1.
91.			The Cost form enables the bidder to insert pricing for a single additional recovery project. However, if a bidder proposes multiple additional recovery projects that may be of interest to the State, may it revise the Cost form (Attachment 6.3) to include additional rows so that additional recovery projects will be priced individually?	The State will not consider modifications to Attachment 6.3, Cost Proposal & Scoring Guide. Any additional recovery projects that are needed by the State during the term of the Contract will be incorporated via the Control Memorandum Process.
92.			The Cost Form does not provide line item for Medicare Outreach as identified in section 1.1 State of Procurement Purpose #4 last paragraph ...” The purpose of this contract is to procure a Supplier to #3 Provide Medicare Outreach to encourage TennCare Members who are eligible for Medicare to apply for Medicare.	See added pro forma Section A.21, Amendment item 10 below.

93.		Regarding the requirement that the bidder provide client references for 3 completed projects - Does the State require that these projects must have been completed in the recent past - is there a time frame on "recent past"?	The requirement does not specify a time frame for completed projects.
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3. Delete RFP Attachment 6.3 – Cost Proposal & Scoring Guide 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.

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)
Each new resource added to TennCare's file A.12.c (February 1, 2023 through January 31, 2026) *Amount listed is an approximation over a three-year term	\$ / resource added	555,000	

RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Casualty Subrogation A.13 (February 1, 2023 through January 31, 2026) * Amount listed is an approximation over a three-year term	% per \$ collected	1,680,000	
Flat Fee - Annual Report on Medicare Crossover Claims A.14 (February 1, 2023 through January 31, 2026)	\$ / Annual Report	3	
Contingency Fee - Credit Balance Audits and Recoupments A.15 (February 1, 2023 through January 31, 2026) * Amount listed is an approximation over a three-year term	% per \$ collected	150,000	
Contingency Fee - Go-behind billing A.16 (February 1, 2023 through January 31, 2026) * Amount listed is an approximation over a three-year term	% per \$ collected	96,660,000	
Additional Recovery Projects			
% of Collections Per Project (February 1, 2023 through January 31, 2026) *Amount listed is an approximation over a three-year term		50,000	
Option Year 1 (February 1, 2026 through January 31, 2027)			
Each new resource added to TennCare's file A.12.c (February 1, 2026 through January 31, 2027) *Amount listed is an approximation over a one-year option term	\$ / resource added	185,000	
Casualty Subrogation A.13 (February 1, 2026 through January 31, 2027) *Amount listed is an approximation over a one-year option term	% per \$ collected	560,000	

RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Flat Fee - Annual Report on Medicare Crossover Claims A.14 (February 1, 2026 through January 31, 2027)	\$ / Annual Report	1	
Contingency Fee - Credit Balance Audits and Recoupments A.15 (February 1, 2026 through January 31, 2027) *Amount listed is an approximation over a one-year option term	% per \$ collected	50,000	
Contingency Fee - Go-behind billing A.16 (February 1, 2026 through January 31, 2027) *Amount listed is an approximation over a one-year option term	% per \$ collected	32,220,000	
Additional Recovery Projects			
% of Collections Per Project (February 1, 2026 through January 31, 2027) *Amount listed is an approximation over a one-year option term		25,000	
Option Year 2 (February 1, 2027 through January 31, 2028)			
Each new resource added to TennCare's file A.12.c (February 1, 2027 through January 31, 2028) *Amount listed is an approximation over a one-year option term	\$ / resource added	185,000	
Casualty Subrogation A.13 (February 1, 2027 through January 31, 2028) *Amount listed is an approximation over a one-year option term	% per \$ collected	560,000	
Flat Fee - Annual Report on Medicare Crossover Claims A.14 (February 1, 2027 through January 31, 2028)	\$ / Annual Report	1	

RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Contingency Fee - Credit Balance Audits and Recoupments A.15 (February 1, 2027 through January 31, 2028) *Amount listed is an approximation over a one-year option term	% per \$ collected	50,000	
Contingency Fee - Go-behind billing A.16 (February 1, 2027 through January 31, 2028) *Amount listed is an approximation over a one-year option term	% per \$ collected	32,220,000	
Additional Recovery Projects			
% of Collections Per Project (February 1, 2027 through January 31, 2028) *Amount listed is an approximation over a one-year option term		25,000	
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.			
$\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}} \times 25 \text{ (maximum section score)} = \text{SCORE:}$			
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			

4. Delete Pro Forma Sections C.1 (Payment Methodology) 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 Contractor shall be compensated based upon the following payment methodology:
 - c. The period beginning February 1, 2022 through January 31, 2023 shall be an uncompensated Readiness Review period (see Section A.20) whereby payments for services begin on February 1, 2023.

Goods or Services Description	Amount (per compensable increment)
Uncompensated Readiness Review Period (February 1, 2022 through January 31, 2023)	Uncompensated
Each New Resource Added to TennCare’s Resource file pursuant to Section A.12.c (February 1, 2023 through January 31,2026)	\$ /resource added
Casualty Subrogation A.13 (February 1, 2023 through January 31,2026)	____% per \$ collected
Flat Fee - Annual Report on Medicare CrossOver Claims A.14 (February 1, 2023 through January 31,2026)	\$____ per annual report
Contingency Fee - Credit Balance Audit and Recoupments* A.15 (February 1, 2023 through January 31,2026)	____% per \$ collected
Contingency Fee - Go-Behind Billing A.16 (February 1, 2023 through January 31,2026)	____% per \$ collected
Additional Recovery Projects	
% of Collections Per Project* (not to exceed \$50,000.00) (February 1, 2023 through January 31,2026)	____% per \$ collected
Option Year 1	
Each New Resource Added to TennCare’s Resource file pursuant to Section A.12.c (February 1, 2026 through January 31, 2027)	\$ /resource added
Casualty Subrogation A.13 (February 1, 2026 through January 31, 2027)	____% per \$ collected
Flat Fee - Annual Report on Medicare CrossOver Claims A.14 (February 1, 2026 through January 31, 2027)	\$____ per annual report
Contingency Fee - Credit Balance Audit and Recoupments* A.15 (February 1, 2026 through January 31, 2027)	____% per \$ collected
Contingency Fee - Go-Behind Billing A.16 (February 1, 2026 through January 31, 2027)	____% per \$ collected
Additional Recovery Projects	
% of Collections Per Project* (not to exceed \$25,000.00) (February 1, 2026 through January 31, 2027)	____% per \$ collected
Option Year 2	
Each New Resource Added to TennCare’s Resource file pursuant to Section A.12.c	\$ /resource added

(February 1, 2027 through January 31, 2028)	
Casualty Subrogation A.13 (February 1, 2027 through January 31, 2028)	____% per \$ collected
Flat Fee - Annual Report on Medicare CrossOver Claims A.14 (February 1, 2027 through January 31, 2028)	\$___ per annual report
Contingency Fee - Credit Balance Audit and Recoupments* A.15 (February 1, 2027 through January 31, 2028)	____% per \$ collected
Contingency Fee - Go-Behind Billing A.16 (February 1, 2027 through January 31, 2028)	____% per \$ collected
Additional Recovery Projects	
% of Collections Per Project* (not to exceed \$25,000.00) (February 1, 2027 through January 31, 2028)	____% per \$ collected

5. Delete ProForma Section A.4.a. in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

A.4.a. Minimum Data Requirements. The Contractor shall utilize, at minimum, the following data provided by TennCare in order to facilitate the Contractor's duties under this contract:

1. Medicaid Paid Claims and Encounters;
2. Third Party Resource file;
3. TennCare deceased enrollee data;
4. Third Party Carrier file; and
5. Medicare file.

6. Delete ProForma Section A.6.b. in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

A.6.b. Software and Web Browsers. The Contractor shall maintain systems that are compatible with TennCare's systems (or the most current, up-to-date software and web browser versions as specified by TennCare.

7. Delete Pro Forma Section A.6.h. in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

A.6.h. Information Integrity Controls. The Contractor's systems shall contain controls to maintain information integrity. These controls shall be in place at all appropriate points of processing. The Contractor shall ensure controls are tested in periodic and spot audits, including SSAE-18 audits. The Contractor shall provide the results of SSAE-18 audits to TennCare upon request.

8. Delete Pro Forma Section A.12.a.4 in its entirety and renumber any subsequent Sections as necessary:

A.12.a.4. Conduct monthly data matches with DEERS to identify TennCare Members with TRICARE formerly known as the CHAMPUS;

9. Delete Pro Forma Section A.13.h in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

A.13.g. Casualty Subrogation Reports. The Contractor shall produce reports Pursuant to written instructions by TennCare

10. Add the following as Pro Forma Section A.21 (Medicare Outreach) and renumber any subsequent Sections as necessary:

A.21. Medicare Outreach. The Contractor shall develop and maintain processes to encourage TennCare members that are eligible but not enrolled in Medicare to enroll in Medicare. The Contractor is encouraged to use a mixed media approach consisting of text messages, emails, phone calls, and mailers for its outreach plan. Unless authorized by a Control Memorandum, these activities shall include and are limited to outreach activities.

Contractor shall review TennCare eligibility data to identify TennCare enrollees who are over age 65, end-stage renal disease, or otherwise eligible but are not enrolled in Medicare. The Contractor shall develop an annual outreach program to contact and assist members in gaining Medicare enrollment. Each annual enrollment project shall begin on June 1 and be completed by October 1 of each year.

Contractor shall receive no additional payment for this service.

Reports Applicable to this Section - An annual report of the number of members contacted and the number of members who have gained Medicare enrollment through the annual Outreach effort shall be submitted to TennCare, pursuant to written instructions by TennCare. Contractor shall report on each TennCare member eligible but not enrolled in Medicare, pursuant to written instructions by TennCare.