



STATE OF TENNESSEE
Department of Finance and Administration, Division of TennCare
REQUEST FOR PROPOSAL # 31865-00624
AMENDMENT 1 FOR Third Party Liability Services

DATE: September 10, 2021

RFP # 31865-00624 IS AMENDED AS FOLLOWS:

- 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 1, 2021
7. Written “Questions & Comment” Deadline (Round 2)		October 15, 2021
8. State Response to Written “Questions & Comments (Round 2)		October 29, 2021
9. Response Deadline	2:00 p.m.	November 19, 2021
10. State Completion of Technical Response Evaluations		December 17, 2021
11. State Opening & Scoring of Cost Proposals	2:00 p.m.	December 20, 2021
12. Cost Negotiation (Optional)		December 27, 2021 through December 29, 2021
13. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	January 5, 2022
14. End of Open File Period		January 12, 2022
15. State sends contract to Contractor for signature		January 13, 2022
16. Contractor Signature Deadline	2:00 p.m.	January 20, 2022

2. 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	
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	

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.15 (February 1, 2023 through January 31, 2026)	\$ / Annual Report	3	
Contingency Fee - Credit Balance Audits and Recoupments A.16 (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.17 (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	
Flat Fee - Annual Report on Medicare Crossover Claims A.15 (February 1, 2026 through January 31, 2027)	\$ / 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.16 (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.17 (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.15 (February 1, 2027 through January 31, 2028)	\$ / Annual Report	1	
Contingency Fee - Credit Balance Audits and Recoupments A.16 (February 1, 2027 through January 31, 2028) *Amount listed is an approximation over a one-year option term	% per \$ collected	50,000	

RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Contingency Fee - Go-behind billing A.17 (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.			
lowest evaluation cost amount from all proposals	x 25 (maximum section score)	=	SCORE:
evaluation cost amount being evaluated			
<i>State Use – Solicitation Coordinator Signature, Printed Name & Date:</i>			

3. Delete Pro Forma Section A.20 (Readiness Review and Implementation) in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

A.20. Readiness Review and Implementation. The Readiness Review shall begin on the effective date of the Contract as defined in Section B.1. The period beginning February 1, 2022 through January 31, 2023 shall be an unfunded period for readiness review. The “Implementation Date” shall be the date by which compensated services begin as defined in Section C.3. Prior to Implementation Date, the Contractor shall demonstrate to the State’s satisfaction that the Contractor is able to meet the requirements of this Contract. Once TennCare has verified the Contractor meets all requirements of this Contract, TennCare shall notify the Contractor in writing of readiness to begin providing services.

4. Delete Pro Forma Sections B.1 and B.2 (Term of Contract) in their entirety and insert the following in their place (any sentence or paragraph containing revised or new text is highlighted):

B.1. This Contract shall be effective on February 1, 2022 (“Effective Date”) and extend for a period of 48 months after the Effective Date (“Term”). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the

State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of **seventy-two (72) months**.

5. 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.15 (February 1, 2023 through January 31,2026)	\$____ per annual report
Contingency Fee - Credit Balance Audit and Recoupments* A.16 (February 1, 2023 through January 31,2026)	____% per \$ collected
Contingency Fee - Go-Behind Billing A.17 (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	____% per \$ collected

(February 1, 2026 through January 31, 2027)	
Flat Fee - Annual Report on Medicare CrossOver Claims A.15 (February 1, 2026 through January 31, 2027)	\$___ per annual report
Contingency Fee - Credit Balance Audit and Recoupments* A.16 (February 1, 2026 through January 31, 2027)	___% per \$ collected
Contingency Fee - Go-Behind Billing A.17 (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 (February 1, 2027 through January 31, 2028)	\$/resource added
Casualty Subrogation A.13 (February 1, 2027 through January 31, 2028)	___% per \$ collected
Flat Fee - Annual Report on Medicare CrossOver Claims A.15 (February 1, 2027 through January 31, 2028)	\$___ per annual report
Contingency Fee - Credit Balance Audit and Recoupments* A.16 (February 1, 2027 through January 31, 2028)	___% per \$ collected
Contingency Fee - Go-Behind Billing A.17 (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

6. **RFP Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.