



STATE OF TENNESSEE
DEPARTMENT OF CHILDREN'S SERVICES

**REQUEST FOR QUALIFICATIONS # 35910-05479
AMENDMENT # 2
FOR MENTAL HEALTH AND PSYCHIATRIC
SERVICES**

DATE: August 13, 2021

RFQ # 35910-05479 IS AMENDED AS FOLLOWS:

1. This RFQ Schedule of Events updates and confirms scheduled RFQ dates. Any event, time, or date containing revised or new text is highlighted.

EVENT		TIME (Central Time Zone)	DATE (all dates are State business days)
1.	RFQ Issued		July 19, 2021
2.	Disability Accommodation Request Deadline	2:00 p.m.	July 22, 2021
3.	Pre-Response Conference	11:00 a.m.	July 23, 2021
4.	Notice of Intent to Respond Deadline	2:00 p.m.	July 27, 2021
5.	Written "Questions & Comments" Deadline	2:00 p.m.	July 30, 2021
6.	State response to written "Questions & Comments"		August 13, 2021
7.	RFQ Technical Response Deadline	2:00 p.m.	August 20, 2021
8.	State Notice of Intent to Award Released and RFQ Files Opened for Public Inspection		August 25, 2021
9.	End of Open File Period		September 1, 2021
10.	State sends contract to Contractor for signature		September 2, 2021
11.	Contractor Signature Deadline	2:00 p.m.	September 6, 2021

2. State responses to questions and comments in the table below amend and clarify this RFQ.

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

RFQ SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		1. We staff Psychiatry, Psychology and Psychiatric Nurse Practitioners. If we are not able	No, we expect clinicians to meet the criteria laid out in section A.10 of the pro forma contract. We do not

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		to staff LCSW or LPCs will we be disqualified?	stipulate what specific titles are required.
		2. Do we need to submit candidates with our proposal?	Submit candidates' if available. We will need to review the candidate's credentials, especially those who are licensed and will be supervising. .
3.4.4		3. Can we submit a rate range?	No. As per 3.4.4 of the RFQ, the response to the RFQ shall not Include any information concerning costs (in specific dollars or numbers) associated with the Technical Response;
		4. Who is the incumbent?	Omni Community Health
		5. What are the current rates for these services?	Psychologist services \$125 Individual Therapy \$52 Group Therapy \$85 Family Therapy \$65 Crisis Intervention \$100 Qualified Alcohol & Drug Specialist Services \$58 Qualified Alcohol & Drug Treatment \$87 Case or Program Review (Psychiatrist Services) \$100 Case or Program Review (Psychologist) \$105 Case or Program Review (Therapist) \$36 Training (State Staff) \$185 Training (Contract Staff) 185 Initial Evaluation \$100 Follow-Up Med Appointment \$50 Consultations/Meetings (remote) \$37.50 (per 15 min increment) Consultation/Meetings (face to face) \$50 (per 15 minute increment)
		6. Amount of time allotted for initial evaluations?	60 minutes will be allotted for initial evaluations.

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		7. Amount of time allotted for Medication management?	The expectation is quality medical care and the appointments should ensure quality medical care. The expectation would be no less than 15-20 minutes for monthly follow up.
		8. Who completes History & Physicals?	Wilder has a nursing staff who conduct initial physicals.
		9. What is the average length of stay?	The average length of stay is quite variable given the residents are on either indeterminate or determinate sentences. Determinate youth are based on their court identified length of sentence. Can range from 6 months to 3 years or longer. Indeterminate youth must have hearings every 6 months to determine if custody is still needed and the court must justify extending it past 6 months. With Wilder the majority of the youth are determinate sentences.
		10. How many patients per day?	There is no set number of residents seen per day. All residents are seen a least once a week.
		11. What is the total caseload?	Average caseload is 15-20 youth for full-time clinicians
		12. The RFQ includes Psychiatric Services. Is this regarding medication management only? What all is included as Psychiatric Services?	<p>Psychiatric services involve medication management and all services delineated in Section A.4 of the pro forma contract:</p> <p>A.4. <u>Services to be performed by a Qualified Licensed Prescriber.</u> The Contractor shall provide the following services:</p> <p>Psychiatric. Perform a comprehensive psychiatric evaluation on Youths that are referred to WYDC for psychiatric services and/or a medication evaluation.</p> <p>Treatment. The Contractor shall provide the following services:</p> <p>a) Provide psychiatric face-to-face and/or Tele-Health</p>

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			<p>medication management at least monthly for Youth currently prescribed psychotropic medications;</p> <p>b) Participate in obtaining informed consent, as defined in DCS Informed Consent policy 20.24, from Youth age sixteen (16) and older, or parents, or guardians;</p> <p>c) Review all psychotropic medication orders every thirty (30) days;</p> <p>d) Monitor the record keeping process of all drugs prescribed for psychotropic purposes;</p> <p>e) The emergency use of psychotropic medication is not allowed in WYDC.;</p> <p>f) Serve as consultant to the pharmacy to develop/maintain a drug formulary that adequately serves the pharmacological needs of the student population; and,</p> <p>g) Supervise any follow-up treatment prescribed when the Youth returns from an off-campus mental health hospitalization or emergency visit.</p>

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			<p>3. <u>Consultation & Referral.</u> The Contractor shall:</p> <p>a) Provide psychiatric case consultation to WYDC staff regarding Youth receiving psychotropic or pharmacological intervention within the clinical staffing;</p> <p>b) Provide psychiatric case consultation for Youth currently not under psychiatric care as requested by WYDC program staff, clinical staff, education staff, legal guardian, or Youth;</p> <p>c) Determine need for mental health transfer to include certification of need for emergency and/or standard transfer.</p> <p>d) Function as the clinical liaison with the receiving mental health institutional staff; and,</p> <p>e) Assist in coordinating patient care services local community mental health services during discharge transition.</p>
B.17		13. We want to ensure the state receives the emailed references. A reference may say they sent it but that does ensure DCS received it. How	Please refer to RFQ Attachment B - B.17 for instructions for references.

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		will we know when DCS receives references by email?	
5.2		<p>14. A responder can provide clear instructions to a reference on how to label and send a reference by email but we have little control if DCS receives it as required. If DCS receives a reference but it is not labeled or signed and dated as the state wishes, will we have a chance to alert the reference to resend it following the proper instructions?</p> <p>Emailing is a great effective way of getting references but we want to ensure this does not cause issues as respondents have little control in the process.</p>	Please refer to 5.2 of the RFQ.
Attachment A		15. Phase 1 is a pass/fail evaluation. Does DCS want Phase 1 prior to the Phase 2 pieces?	All sections of the Technical Response should be submitted as one document in accordance with the RFQ requirements.
		16. The RFQ does not include a cost proposal. Is there something we should submit for regarding a cost proposal? If a cost proposal is not needed for submission of the RFQ, will this be addressed with the agency awarded the contract?	The intended awardee will be contacted after the Intent to Award has been released.
		17. The front page lists Attachment D as the cost proposal and evaluation guide. Attachment D in the RFQ is a blank page. Can you provide clarification on how the cost proposal is handled?	Please see #4 below.
		18. Is it possible to make the following changes to the RFQ language and Terms and Conditions?	The state will not entertain negotiations of terms for this RFQ.

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		<p>Page 29</p> <p>A.4. <u>Services to be performed by a Qualified Licensed Prescriber</u> – Contractor is not a healthcare provider and will not be performing duties at the facility. [Supplier] requests to add the language in red “The Contractor will source, screen and present potential clinicians who shall provide the following services:”</p> <p>ii. Contractor is not a healthcare provider and will not be performing duties at the facility. Add language “Treatment. The Contractor shall source, screen and present potential clinicians who provide the following services:”</p> <p>3 <u>Consultation & Referral</u> Contractor is not a healthcare provider and will not be performing duties at the facility. [Supplier] requests to add language in red, “The Contractor shall will require clinicians to:”</p> <p>Page 29-30</p> <p>A.5. <u>Availability Requirements:</u> Contractor is not a healthcare provider and will not be performing duties at the facility. [Supplier] requests to add language in red “The Contractor shall ensure require that all clinicians of its employees and subcontractors:”</p> <p>1. “Provide advance notification to the facility superintendent when the contractor’s employees are not available to provide either normally scheduled services or emergency services, or face to face or telephone consultations; and”</p>	

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		<p>b. [Supplier] requests to modify language “Qualified Licensed Prescriber. The contractor shall ensure require that Qualified Licensed Prescribers provide the following services”</p> <p>1. modify second sentence: “The Contractor shall ensure require that Qualified Licensed Prescribers are available through consultation with one (1) of the contract therapists to allow WYDC to have immediate contact with Contractor (through a Therapist). The Contractor shall ensure require that Qualified Licensed Prescribers, as the crisis responder, are able to provide phone consultation or tele-video consultation, as requested by DCS”.</p> <p>A.6. <u>Quality Improvement</u></p> <p>a. [Supplier] requests to modify language to read “The Contractor shall ensure require that Qualified Licensed Prescribers:”</p> <p>Page 31</p> <p>A.7. <u>Documentation</u> – [Supplier] requests to modify language “The Contractor shall ensure require that Qualified Licensed Prescribers:”</p> <p>2. modify second sentence “The Contractor shall ensure require that the individual treatment plans given by a clinician should include directions to medical staff and other personnel regarding their roles in the care and supervision of youths;”</p> <p>A.8. <u>Compliance</u> – [Supplier] requests to modify language “The Contractor shall ensure require that Qualified Licensed</p>	

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		<p>Prescribers review and comply with all applicable policies and procedures found in the Department of Children’s Services Policy and Procedures and Contract Provider Manual (CPM). The CPM may be accessed by utilizing the link below:”</p> <p>A.9. Reporting - [Supplier] requests to modify language “The Contractor shall require clinicians to provide the following services:”</p> <p>Page 32</p> <p>A.10. Qualifications for Contract Personnel – [Supplier] requests that the following language modifications be made.</p> <p>a. modify language “General Qualifications – All Contract Personnel. The Contractor shall ensure require that Qualified Licensed Prescribers:”</p> <p>b. modify language “Group and Individual Therapists. The Contractor clinician shall ensure that:”</p> <p>c. modify language “Alcohol and Drug Therapists. The Contractor clinician shall ensure that:”</p> <p>Page 33</p> <p>b. [Supplier] requests to modify language “Case Consultation by a licensed therapist. The Contractor shall ensure require that a licensed therapist provides the following services:”</p> <p>b.2. [Supplier] requests to modify language “Emergency consultation and individual assessment to students with suspected mental health needs in a written report. The Contractor shall require</p>	

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		<p>clinicians to also obtain an additional certification of need for mental health transfers; and”</p> <p>c. [Supplier] requests to modify language “Therapy/Treatment. The Contractor clinician shall:”</p> <p>Page 33-34</p> <p>A.12. [Supplier] requests to modify language “Alcohol & Drug Therapy Services. The Contractor clinician shall:”</p> <p>d. [Supplier] requests to modify language at end “...approximately (50) hours of group therapy shall be offered by the Contractor clinician.”</p> <p>e. [Supplier] requests to modify language at end “...approximately (50) hours of group therapy shall be offered by the Contractor clinician.”</p> <p>f. [Supplier] requests to modify language “The Contractor clinician may offer group therapy in “closed ended” groups that start and end with a cohort of clients.”</p> <p>Page 34</p> <p>A.13. <u>Availability Requirements:</u></p> <p>a.1. [Supplier] requests to modify language “All Contract Personnel. The Contractor shall require clinician to”</p> <p>2. [Supplier] requests to modify language “The Contractor shall be responsible for any compensation due to the qualified professional when services are required due to the Contractor Personnel being unavailable. The Contractor shall be responsible for providing the name and complete contact information to superintendent. DCS will approve the arrangement of</p>	

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		<p>another qualified professional to provide service coverage”</p> <p>Page 35</p> <p>2. [Supplier] requests to modify language “Staffing Pattern. The contractor clinician shall provide full-time, on-site unit-based therapists consisting of one (1) therapist per twelve (12) youth. The Contractor clinician shall ensure that the days and times for on-site on-campus services shall be mutually agreed upon by the contractor and the facility superintendent or Treatment Team Manager, as applicable. The Contractor clinician shall ensure that scheduling of on-site services will be subject to modification at the discretion of the State.”</p> <p>c. [Supplier] requests to modify language “A&D Counselors. The contractor clinician shall provide on-call services for emergencies by telephone consultation and/or site visits if indicated or requested. The contractor clinician shall furnish the WYDC superintendent with the telephone numbers of the contractor’s employees for emergency telephone or on-site visits”</p> <p>A.14. [Supplier] requests to modify language “<u>Location, Equipment and Supplies</u>. The Contractor clinician shall:”</p> <p>A.15. [Supplier] requests to modify language “The Contractor shall ensure require that all therapists cooperate with any peer group designated by DCS to review and evaluate services provided under this contract and make every effort to follow</p>	

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		<p>recommendations made by such group”</p> <p>a. [Supplier] requests to modify language “The Contractor shall ensure require that all therapists.”</p> <p>Page 36</p> <p>A.16. <u>Documentation</u> - [Supplier] requests to modify language, remove all instance of “contractor” and replace with “clinician.”</p> <p>A.17. <u>Direct Secure Messaging</u> - [Supplier] requests to modify language, remove all instance of “contractor” and replace with “clinician.”</p> <p>A.18 <u>Compliance</u> - [Supplier] requests to remove all instance of “contractor” and replace with “clinician.”</p> <p>Page 36-37</p> <p>A.19. <u>Training</u> Contractor is not a healthcare provider. Clinicians are temporary and therefore will be on an “assignment”, they will not be “employed”.</p> <p>a. [Supplier] requests to modify language “Training for all Contract Personnel. The Contractor shall ensure require that”</p> <p>1. [Supplier] requests to modify language “All Contractor staff clinicians complete a facility/institutional orientation training provided by the State during the first year of their employment assignment and in-service training in each subsequent year during their employment assignment”</p> <p>2. [Supplier] requests to modify language “All Contractor staff clinicians complete a</p>	

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		<p>facility/institutional orientation training provided by the State during the first year of their employment assignment and in-service training in each subsequent year during their employment assignment”</p> <p>b.(1.,2.,3.&4.) Contractor is not a healthcare provider and will not be able to comply with this section. Can these sections be deleted?</p> <p>Page 43</p> <p>D.19. <u>Hold Harmless</u> - [Supplier] requests to add language at the end of the first sentence “...to this Contract, which shall not include any provider presented by Contractor.”</p> <p>Page 44</p> <p>D.24. <u>Force Majeure</u> - [Supplier] requests to remove the following language “A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract” and “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>	

4. Delete RFQ Table of Contents, Attachment D. Cost Proposal & Evaluation guide in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

D. Reserved

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