



STATE OF TENNESSEE
 TENNESSEE STATE VETERAN'S HOMES BOARD

**REQUEST FOR QUALIFICATIONS # 32399-00124
 AMENDMENT # 2
 FOR MEDICAL DIRECTOR SERVICES**

DATE: APRIL 17, 2024

RFQ # 32399-00124 IS AMENDED AS FOLLOWS:

Clarification: Request for Proposals attachment letterings were in error, correcting through amendment. Please see item #5 below.

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		March 21, 2024
2.	Disability Accommodation Request Deadline	2:00 p.m.	March 28, 2024
3.	Notice of Intent to Respond Deadline	2:00 p.m.	March 29, 2024
4.	Written "Questions & Comments" Deadline	2:00 p.m.	April 3, 2024
5.	State response to written "Questions & Comments"		April 17, 2024
6.	RFQ Technical Response Deadline	2:00 p.m.	April 24, 2024
7.	RFQ Negotiations (if applicable)		April 25-26, 2024
8.	State Notice of Intent to Award Released and RFQ Files Opened for Public Inspection		April 29, 2024
9.	End of Open File Period		May 7, 2024
10.	State sends contract to Contractor for Signature		May 8, 2024
11.	Contractor Signature Deadline	2:00 p.m.	May 15, 2024

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
1.1		1. Is respondent required to bid for all three locations for Medical Director services or may location(s) be omitted from the response?	Respondent is required to bid for coverage for all locations noted in the Solicitation.
1.1		2. If more than one location is bid upon, can more than one Medical Director provide service thru respondent organization? Example:	Yes.

RFQ SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		Contract for Medical Director awarded to Team Health: Proposal may include multiple Physicians to carryout services under the Medical Director contract.	
1.1		3. There are three physical addresses listed in this section. The language indicates this RFP will include “any new facilities built during the contracted period”. What is the location and timeline for opening the new sites.	Arlington, Tennessee (planned opening.5/2025).
1.1		4. Are there a specific requirements for admissions beyond the CMS requirements? (Example, Does the VA have a policy requiring H&P's to be completed in a shorter time period than CMS requirements.)	No. However, the VA requires form 1010 – Application for Health Benefits-- be completed within 10 days of resident admission to start benefit payment.
1.1		5. Please describe the types of beds at each location as well as average daily census.	Beds are duly certified. Anticipate average daily census to be as follows: Murfreesboro 110; Clarksville 106; Humboldt 115; and Arlington 120.
Attachment A.4		6. Is respondent required to provide license in RFQ for one physician or all providers required for medical staffing model? Or is this in reference to the bidder's license to provide medical practice in the state of TN?	State is requesting proof of physician's license being current and in good standing in the State of Tennessee.
Item B.13		7. Is this section referring to the medical clinicians or the operations / management team who will oversee the practice group;	Both medical clinician(s) and key operations/management positions, if any.
		8. Are respondents able to provide suggested contract language edits? Specifically, can the language stating the following be added for proper billing: “Facility agrees to provide Group with accurate and complete rosters of all VA Patients to whom Services should be rendered on a monthly basis. “	The State will entertain non-material changes to some contract clauses during upon award and after the Open File period has passed.
Pro Forma C.3		9. Please confirm the agreed to compensation in this section	The compensation in this section refers to all services rendered as

RFQ SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		applies only to the administrative function of medical director duties.	described in the Scope of the Pro Forma contract.
A.1		10. This section references statement of Certifications and Assurances, but directs respondent Attachment E, which is the References attachment. Should A.1 be referenced to attachment D?	Please see Item #5 below, and attached for the new version of RFQ with updated attachment lettering.
		11. We would like to request to remove/strike the crime policy requirement on D.32.d	The State declines to remove.
		12. We would like to request that D6 termination for cause to include a 30 day notice with an option to cure	The State accepts. Please see Item #4 below.
		13. We would like to request that D5 termination for convenience be 60 days.	The State accepts. Please see Item #3 below.
		14. We would like to request to strike/remove the sexual molestation policy requirement on D.32.g	The State declines to remove.
		15. We would like to request clarification on C1 on not having exclusivity under the agreement as we're under the assumption there will only be one medical director under the contract.	See answer to question #2 above. Contractor can provide multiple medical directors for the various sites.

3. Delete RFQ attachment G, Clause D.5. in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least **sixty (60)** days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.

4. Delete RFQ attachment G, Clause D.6. in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract, or if the Contractor materially violates any terms of this Contract (“Breach Condition”), the State shall provide written notice to Contractor specifying the Breach Condition. If within thirty (30) days of notice, the Contractor has not cured the Breach Condition, the State may 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 of this Contract by the Contractor and the State may seek other remedies allowed at law or in equity for breach of this Contract.

Delete RFQ attachment G, Clause D.6. 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:

Goods or Services Description	Amount (per compensable increment)
Medical Director services	\$ Number per Month

c. The TSVH will pay Contractor a capitated per diem reimbursement rate of \$3.50 for each nursing home resident who is a veteran and has a singular or combined rating of 70 percent or more from the U.S. Department of Veteran Affairs based on one or more service-connected disabilities or a total disability rating based on individual employability. This per diem rate will automatically account for annual inflation pursuant the annual Consumer Price Index as reported for the Southeast Region by the U.S. Bureau of Labor Statics, Southeast Information Office. No CPI adjustment shall be greater than five percent (5%). The capitated per diem reimbursement rate is capped at 1% of the daily state home higher per diem prevailing rate for the applicable home.
https://www.va.gov/geriatrics/pages/State_Veterans_Home_Program_per_diem.asp

- 5. **Delete RFQ #32399-00124, in its entirety, and replace it with RFQ#32399-00124, Release # 2, attached to this amendment.** Revisions of the original RFQ document are emphasized within the new release. **Any sentence or paragraph containing revised or new text is highlighted.**
- 6. **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.