

# Revised cy17-10021

## Amendment Request

This request form is not required for amendments to grant contracts. Route a completed request, as one file in PDF format, via e-mail attachment sent to: [AgSprs.Agspr@tn.gov](mailto:AgSprs.Agspr@tn.gov)

**APPROVED**

Kevin C. Bartels for  
Michael F. Perry

Digitally signed by Kevin C. Bartels for  
Michael F. Perry  
DN: cn=Kevin C. Bartels for Michael F.  
Perry, o=CPO, ou,  
email=Kevin.C.Bartels@tn.gov, c=US  
Date: 2018.01.09 13:45:57 -06'00'

CHIEF PROCUREMENT OFFICER

DATE

<b>Agency request tracking #</b>	<b>31865-00453</b>
<b>1. Procuring Agency</b>	<b>Department of Finance and Administration Division of TennCare</b>
<b>2. Contractor</b>	<b>Navigant Consulting , Inc.</b>
<b>3. Edlson contract ID #</b>	<b>52066</b>
<b>4. Proposed amendment #</b>	<b>1</b>
<b>5. Contract's Effective Date</b>	<b>November 1, 2016</b>
<b>6. Current end date</b>	<b>January 31, 2020</b>
<b>7. Proposed end date</b>	<b>January 31, 2020</b>
<b>8. Current Maximum Liability or Estimated Liability</b>	<b>\$10,999,680.00</b>
<b>9. Proposed Maximum Liability or Estimated Liability</b>	<b>\$10,999,405.00 (\$ 275.00)</b>
<b>10. Office for Information Resources Pre-Approval Endorsement Request</b> <i>– information technology service (N/A to THDA)</i>	<b>x Not Applicable</b> <input type="checkbox"/> <b>Attached</b>
<b>11. eHealth Pre-Approval Endorsement Request</b> <i>– health-related professional, pharmaceutical, laboratory, or imaging</i>	<b>x Not Applicable</b> <input type="checkbox"/> <b>Attached</b>
<b>12. Human Resources Pre-Approval Endorsement Request</b> <i>– state employee training service</i>	<b>x Not Applicable</b> <input type="checkbox"/> <b>Attached</b>
<b>13. Explain why the proposed amendment is needed.</b>	
<p>This contractor provides training and technical assistance services for primary care practices and community mental health centers necessary to become Patient-Centered Medical Homes (PCMH) and Health Homes. The volume of on-site coaching the Learning Collaboratives required of the</p>	

<b>Agency request tracking #</b>	<b>31865-00453</b>
<p>Contractor were initial projects that it would take to adequately ensure that primary care practices and community health centers would need in order to be PCMH certified. As the training and technical work provided by this Contractor progressed, it became clear that the on-site coaching volume needed to be reduced, however, the learning collaboratives needed to be increased significantly in order to ensure that adequate technical assistance was provided all those centers and practices statewide requiring the PCMH technical assistance. This adjustment of volume resulted in decrease of the Maximum Liability by \$275.00.</p>	
<p><b>14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive, procurement alternatives to amending the contract.</b></p> <p>Contract Sections A.16 and A.17 are modified to change the volume of On-site coaching and Learning Collaboratives required in order to successfully provide appropriate training and technical assistance to become PCMH approved.</p>	
<p><b>Signature of agency head or designee and date</b></p> <p> 1/8/18</p>	



## CONTRACT AMENDMENT COVER SHEET

<b>Agency Tracking #</b> 31865-00453	<b>Edison ID</b> 52066	<b>Contract #</b>	<b>Amendment #</b> 01		
<b>Contractor Legal Entity Name</b> Navigant Consulting, Inc.			<b>Edison Vendor ID</b> 0000201788		
<b>Amendment Purpose &amp; Effect(s)</b> Updates Scope and Payment Terms and Decreases Maximum Liability					
<b>Amendment Changes Contract End Date:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<b>End Date:</b> January 31, 2020			
<b>TOTAL Contract Amount INCREASE or DECREASE per this Amendment</b> (zero if N/A):			<b>(\$ 275.00)</b>		
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2017		\$2,264,000.00			\$2,264,000.00
2018		\$3,396,000.00			\$3,396,000.00
2019		\$3,396,000.00			\$3,396,000.00
2020		\$1,943,405.00			\$1,943,405.00
<b>TOTAL:</b>		<b>\$10,999,405.00</b>			<b>\$10,999,405.00</b>
<b>American Recovery and Reinvestment Act (ARRA) Funding:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.  				<i>CPO USE</i>	
<b>Speed Chart (optional)</b> TN00000313		<b>Account Code (optional)</b>			

**AMENDMENT #1 TO #52066  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
DIVISION OF TENNCARE  
AND  
NAVIGANT CONSULTING, INC.**

This Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, Division of TennCare, hereinafter referred to as the "State" or "TennCare" and Navigant Consulting, Inc., hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract Section A.16 is deleted in its entirety and replaced with the following:
  - A.16. On-Site Coaching - The Contractor shall conduct on-site coaching with practices. These sessions will be approximately two (2) hours each, not to exceed Six Thousand Eighty-Four (6,084) total on-site coaching sessions for the duration of the contract .
    - a. The Contractor shall reach out to practices to coordinate and schedule on-site coaching. The State shall provide the requisite contact information, such as names, email addresses, and mail addresses of physicians, office managers, care coordinators and/or PCMH Directors to enable outreach and communication for onsite coaching;
    - b. The Contractor shall align priorities with the TennCare's MCOs and include MCO representatives in meetings when applicable to minimize duplication of efforts and priorities. Within a given practice, each practice site will be eligible for a maximum of one (1) onsite coaching session per month;
    - c. The Contractor shall encourage practices with multiple sites to send site representatives to any trainings that will cover non site-specific material;
    - d. The Contractor shall provide the State, in advance, with a list of scheduled on-site coaching sessions scheduled for the following month, and
    - e. The first on-site coaching session will always be the "initial assessment" described in A.3 of this Scope of Services. The ongoing assessments conducted semi-annually as described in A.4 of this Scope of Service shall also be considered on-site coaching sessions.
    - f. All costs associated with on-site coaching shall be included in the Contractor's flat fee for on-site coaching set forth in Section C.3.b
  
2. Contract Section A.17 is deleted in its entirety and replaced with the following:
  - A.17. Learning Collaboratives - The Contractor shall establish and facilitate (up to one hundred seventy-five (175) sessions throughout the contract period) peer-to-peer learning collaboratives among practices to allow PCMH and Health Home practitioners to learn from one another's experience. These learning collaborative shall comply with the following requirements:
    - a. According to the timeline in A.21, the Contractors shall submit its proposed approach to managing two (2) years of learning collaboratives for State approval;
    - b. Learning collaboratives shall be hosted by the Contractor quarterly at a minimum of one (1) in each of Tennessee's three grand divisions with separate collaboratives for PCMH and Health Homes. Hosted learning collaboratives shall be approximately two (2) hours each;
    - c. All practices will be required to send a representative to at least three (3) of the four (4) quarterly learning collaboratives. Practices may switch which collaborative they are a member of at any time, though continuity should be encouraged;

- d. Practices may be grouped in a variety of ways, connecting high-performing with low-performing, matching practices based on their needs, size, geography, or any other criteria agreed upon in advance, in writing by the State;
- e.. To enable learning and adoption at the practice level, the Contractor shall create mechanisms for providers to share best practices, to collaborate on common problems, and to adopt and refine evidence-informed protocols. In addition to the Contractor-facilitated collaboratives, practices should be encouraged to form informal social networks, meet offline, and continue learning from one another;
- f. The Contractor shall track attendance and share the attendance data with the State, and
- g. The Contractor shall facilitate all aspects of the learning collaboratives, including but not limited to, facility rental, logistics, and content, with all costs associated therewith to be included in Contractor's fee for each learning collaborative set forth in Section C.

3. Contract Section C.1 is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Ten Million Nine Hundred Ninety-Nine Thousand Four Hundred Five Dollars (\$10,999,405.00) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

4. Contract Section C.3 is deleted in its entirety and replaced with the following:

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:

<b>Goods or Services Description</b>	<b>Amount (per compensable increment)</b>
Delivery of a final State-approved Patient Centered Medical Homes (PCMH) curriculum as specified in Sections A.5 –A.10.	<b>\$ 133,000.00</b>
Delivery of a final State-approved Health Home curriculum as specified in Sections A.5. – A.9, and A.11.	<b>\$ 133,000.00</b>
Completion of large format in-person trainings, PCMH and Health Homes (up to sixty (60) sessions throughout the contract period) as specified in Section A.12.	<b>\$ 17,413.00</b> Per large format training
Completion of hosted PCMH and Health Homes learning collaboratives (up to one hundred seventy-five (175) sessions throughout the contract period) as specified in Section A.17.	<b>\$ 17,075.00</b> Per hosted learning collaborative
Completion of one-on-one PCMH and Health Homes coaching sessions (up to six thousand eighty-four (6,084) coaching sessions throughout the contract period) as specified in	<b>\$ 1,025.00</b> Per coaching session

Sections A.16.	
Completion of live PCMH and Health Homes webinars(up to thirty (30) throughout the contract period) as specified in Section A.13	<b>\$ 6,750.00</b> Per webinar
Completion of recorded PCMH and Health Homes training sessions (up to eight (8) hours of recorded content) as specified in Section A.14.	<b>\$ 7,600.00</b> Per hour of recorded content
Completion of two State approved compendia of resources (one for PCMH and one for Health Homes) as specified in Section A.15.	<b>\$ 100,550.00</b> Per compendium

**Required Approvals.** The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

**Amendment Effective Date.** The revisions set forth herein shall be effective March 19, 2018. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,**

**NAVIGANT CONSULTING, INC.:**

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**CONTRACTOR SIGNATURE**

**DATE**

**Catherine Sreckovich, Managing Director**

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**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)**

**DEPARTMENT OF FINANCE AND ADMINISTRATION  
DIVISION OF TENNCARE:**

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**LARRY B. MARTIN, COMMISSIONER**

**DATE**

Supplemental Documentation Required for  
Fiscal Review Committee

*Contact Name:	Alma Chilton	*Contact Phone:	615-507-6384		
*Presenter's name(s):	William Aaron				
Edison Contract Number: <i>(if applicable)</i>	52066	RFS Number: <i>(if applicable)</i>	31865-00453		
*Original or Proposed Contract Begin Date:	November 1, 2016	*Current or Proposed End Date:	January 31, 2020		
Current Request Amendment Number: <i>(if applicable)</i>	1				
Proposed Amendment Effective Date: <i>(if applicable)</i>	March 19, 2018				
*Department Submitting:	Dept. of Finance and Administration				
*Division:	Division of TennCare				
*Date Submitted:	January 19, 2018				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>					
*Contract Vendor Name:	Navigant Consulting, Inc.				
*Current or Proposed Maximum Liability:	\$10,999,405.00				
*Estimated Total Spend for Commodities:	N/A				
<b>*Current or Proposed Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)</b>					
FY: 2017	FY:2018	FY:2019	FY:2020	FY:	FY
\$2,264,000.00	\$3,396,000.00	\$3,396,000.00	\$1,943,680.00		\$
<b>*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)</b>					
FY: 2017	FY:2018	FY:2019	FY:2020	FY	FY
\$700,389.00	\$646,052.00 (thru 10/17)		\$	\$	\$
<b>IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:</b>			The payment structure of this contract is totally based on deliverables and is paid only after completion of specified deliverables. These deliverables are not tied to a specific Fiscal Year allocation, but rather, as the Patient Centered Medical Home and Health Home program progresses statewide. Therefore, all funds that are not spent within a FY will roll forward to be available to pay as deliverables are completed.		
<b>IF surplus funds have been carried forward, please give the reasons</b>			N/A		

Supplemental Documentation Required for  
Fiscal Review Committee

and provide the authority for the carry forward provision:			
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:		N/A	
<b>*Contract Funding Source/Amount:</b>			
State:		Federal:	\$10,999,680.00
<i>Interdepartmental:</i>		<i>Other:</i>	
If "other" please define:			
If "interdepartmental" please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
N/A			
Method of Original Award: <i>(if applicable)</i>		Request for Proposals	
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?		\$10,999,680.00 Cost Proposal	
*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.		This contract was competitively procured and Navigant Consulting, Inc. had the highest combined technical and cost score of a total of six (6) respondents.	
Provide information on the circumstances and status of any disciplinary action taken or pending against the vendor during the past 5 years with state agencies/ departments, professional organizations, or through any legal action.		No disciplinary actions identified.	
In addition, please provide any information regarding the due diligence that the Department has taken to ensure that the vendor is not or has not been involved in any circumstances related to illegal activity, including but not limited to fraud.		HCFA googled this contractor and did not identify any illegal activity. Language in the contract requires immediate notification to the state regarding illegal activity or fraud if discovered during the term of this Contract.	



### CONTRACT

(fee-for-goods or services contract with an individual, business, non-profit, or governmental entity of another state)

<b>Begin Date</b> November 1, 2016	<b>End Date</b> January 31, 2020	<b>Agency Tracking #</b> 31865-00453	<b>Edison Record ID</b> 52066
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<b>Contractor Legal Entity Name</b> Navigant Consulting, Inc.	<b>Edison Vendor ID</b> 0000201788
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**Goods or Services Caption (one line only)**  
Technical Assistance Services for Primary Care Practices and Community Mental Health Centers

<b>Contractor</b> <input checked="" type="checkbox"/> Contractor	<b>CFDA #</b> 93.778 Dept of Health & Human Services/Title XIX
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Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2017		\$2,264,000.00			\$2,264,000.00
2018		\$3,396,000.00			\$3,396,000.00
2019		\$3,396,000.00			\$3,396,000.00
2020		\$1,943,680.00			\$1,943,680.00
<b>TOTAL:</b>		<b>\$10,999,680.00</b>			<b>\$10,999,680.00</b>

**Contractor Ownership Characteristics:**

Minority Business Enterprise (MBE): African American, Asian American, Hispanic American, Native American

Woman Business Enterprise (WBE)

Tennessee Service Disabled Veteran Enterprise (SDVBE)

Tennessee Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.

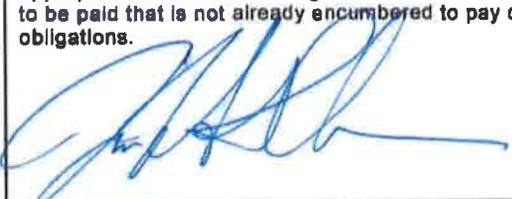
Other: For Profit Corporation

**Selection Method & Process Summary (mark the correct response to confirm the associated summary)**

Competitive Selection      RFP

Other

**Budget Officer Confirmation:** There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.



<b>Speed Chart (optional)</b> TN00000313	<b>Account Code (optional)</b>
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**Navigant Consulting, Inc.**  
**Edison Contract ID: 52066**  
**Vendor #: 0000201788**

**CONTRACT EXPENDITURES BY FISCAL YEAR**  
**(Payment Detail Attached)**

<b>FY2017</b>	<b>\$700,389.00</b>	
<b>FY2018</b>	<b>\$646,052.00</b>	(Expenditures through October, 2017)
<b>TOTAL</b>	<b><u><u>\$1,346,441.00</u></u></b>	

Navigant Consulting Inc.  
Edison Contract ID: 52066  
Vendor ID: 0000201788

**FY 2017 Payments**

Fiscal Year	Unit	Voucher ID	Invoice	Pymt Date	Pymt Amount
2017	31865	01465940	512791	2/3/2017	\$272,750.00
2017	31865	01483473	516348	3/15/2017	\$12,900.00
2017	31865	01500392	518640	4/13/2017	\$41,175.00
2017	31865	01516289	520293	5/12/2017	\$21,525.00
2017	31865	01527807	521555	5/30/2017	\$258,164.00
2017	31865	01546799	0100005374	7/13/2017	\$47,750.00
2017	31865	01558302	0100005995	7/28/2017	\$46,125.00

**Total FY 2017: \$700,389.00**

**FY 2018 Payments**

Fiscal Year	Unit	Voucher ID	Invoice	Pymt Date	Pymt Amount
2018	31865	01597869	0100009019	10/13/2017	\$87,800.00
2018	31865	01612073	0100010645	11/9/2017	\$118,025.00
2018	31865	01633610	0100012583	12/28/2017	\$135,938.00
2018	31865	01580372	0100007943	9/15/2017	\$304,289.00

**Total FY 2018: \$646,052.00**